NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONERS COURT
Commissioners Courtroom
710 S. Main Street, Georgetown
March 11, 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 – 24)

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0200-0210-001100	F/T Salaries	$43,200.00
To	0200-0210-001107	Temp Labor-Seasonal Help	$43,200.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0566.003005	Office Furniture	$100.00

To	0100.0566.003006	Office Equipment < $5,000	$100.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM:	0100.0560.005740	Computer Equip > $5,000	$20,000.00
TO:	0100.0560.004511	Fire Range Maint & Repairs	$20,000.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0509.004962	Janitorial Services	$40,000.00
To	0100.0509.004541	Vehicle Maint & Repair	$40,000.00

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 to approve Justice of the Peace, Pct. 1, February 2025 Monthly Report in compliance with Code of Crim. Proc. § 103.005.

9. Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 4, February 2025 Monthly Report in compliance with Code of Crim. Proc. § 103.005.

10. Discuss, consider, and take appropriate action on awarding IFB #25IFB27 Night Vision Binoculars to the bidder that provided the lowest and best bid, ACTinBlack US LLC.

11. Discuss, consider, and take appropriate action on awarding RFSQ #24RFSQ53 to Gessner Engineering, LLC, for ESOC Site Reconstruction, in the amount of Fifty-Eight Thousand Four Hundred Dollars ($58,400.00) and authorize execution of the agreement.

12. Discuss, consider, and take appropriate action on approving a Master Service Agreement No 2025150 with Koetter Fire Protection of Austin, LLC for services as needed, in the not- to-exceed amount of Twenty-Four Thousand Five-Hundred Dollars ($24,500.00) per fiscal year and authorize the execution of the agreement.

13. Discuss, consider, and take appropriate action authorizing the Agreement for Construction Service No. 2025162 with Cotton Commercial USA, Inc. dba Target Solutions, in the not exceed amount of Fourteen Thousand One Hundred Twenty-Five Dollars ($14,125.00), pursuit to TIPS Cooperative # 210603 and authorize the execution of the agreement.

14. Discuss, consider, and take appropriate action on authorizing an Agreement for Construction Services No. 2025163 with Mayans Concrete, LLC for CTTC Fire Pump Floor, in the amount of Four Thousand Two Hundred Dollars ($4,200.00), and authorize the execution of the agreement.

15. Discuss, consider, and take appropriate action on authorizing an Agreement for Construction Services No. 2025164 with Mayans Concrete, LLC for ESOC Sidewalk Replacement and Trash Pad Extension Project, in the amount of Thirteen Thousand Seven Hundred Seventy-Five Dollars ($13,775.00), and authorize the execution of the agreement.

16. Discuss, consider, and take appropriate action on authorizing an Agreement for Construction Services No. 2025165 with Mayans Concrete, LLC for CTTC Sidewalk Repairs, in the amount of Three Thousand Five Hundred Dollars ($3,500.00), and authorize the execution of the agreement.

17. Discuss, consider, and take appropriate action on authorizing the purchase and construction agreement #2025167 between JT Vaughn Construction, LLC and Williamson County for CJC Sidewalk Repair, in the amount of Ten Thousand Two Hundred Thirty-Six Dollars ($10,236.00), pursuant to Omnia Contract Number #R200107 and authorize the execution of the agreement, Funding Source is P615.

18. Discuss, consider, and take appropriate action on awarding RFSQ #25RFSQ7 to NV5 Consultants, Inc. for the Jail South Boiler project, in the amount of Fifteen Thousand, Three Hundred Fifteen Dollars ($15,315.00) and authorize execution of the agreement.

19. Discuss, consider, and take appropriate action to ratify the Purchase agreement #2025145 between Williamson County and Northwest Cascade, Inc. D/B/A Honey Bucket for emergency portable restrooms for SO/Jail, due to city water shutdown at 508 S. Rock Street, Georgetown, TX, in the not-to-exceed amount of $1,440.00 and authorizing the execution of the agreement.

20. Receive and acknowledge approval of Change Order No. 6 from Aggieland Construction for the Expo - Water Storage Tank Project to extend time only due to material delay, 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.

21. Discuss, consider and take appropriate action on Supplemental Work Authorization No 2 to Work Authorization No 3 under Williamson County Contract between KC Engineering, Inc. and Williamson County dated May 31, 2022 for Engineering Design Services for the Central Maintenance Facility. Funding source: P536.

22. Discuss, consider and take appropriate action on approving the preliminary plat for the Bluffs at Blackhawk subdivision – Precinct 4.

23. Discuss, consider and take appropriate action on approval of the final plat for the Santa Rita Ranch Phase 5 Section 5 subdivision – Precinct 2.

24. Discuss, consider and take appropriate action on approval of the preliminary plat for Cool Springs Phase 2 subdivision – Precinct 2.

REGULAR AGENDA

25. Discuss, consider, and take appropriate action on a proclamation honoring Women's History in Williamson County.

26. Hear an economic development update regarding the Williamson County delegation's recent visit to South Korea to meet with Korean-based companies about business opportunities in Williamson County.

27. Discuss, consider, and take appropriate action on a proposed specialized market group for non-attorney positions in addition to attorney positions within the County Attorney, District Attorney, and General Counsel Offices of Williamson County.

28. Discuss, consider, and take appropriate action on approving the creation of the Central Texas Spaceport Development Corporation with Burnet County and approval of By-Laws for the Central Texas Spaceport Development Corporation, as required by the Texas Non-Profit Corporation Act, Chapter 22 of the Texas Business Organizations Code and Chapter 507 of the Texas Local Government Code.

29. Discuss, consider and take appropriate action on a Real Estate Professional Consulting Services Agreement between Williamson County, Texas and William Scott Stribling; and exemption of those services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Tex. Loc. Gov't Code § 262.024(a)(4).

30. Discuss, consider, and take appropriate action on approving the Change Order to specify milestone payments for contract #2025115 and Purchase Order #188454, for a cost of $438,265.00, previously approved under Item #63 on 1.28.2025, with Dell Technologies Information Services, for Expo Center Wi-Fi Network Design, and authorizing executing the change order.

31. Discuss, consider, and take appropriate action on approving the Change Order to specify milestone payments for contract #2025116 and Purchase Order #188456, for a cost of $149,010.00, previously approved under Item #63 on 1.28.2025, with Dell Technologies Information Services, for Downtown Georgetown Wi-Fi Network Design, and authorizing executing the change order.

32. Discuss, consider and take appropriate action on the renewal of the Title IV-E County Legal Services Contract with the Texas Department of Family Protective Services.

33. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues for Juvenile Services.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.367400	Donations	$3 968.30

34. 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 Juvenile Services.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0576.003670	Use of Donations	S3,968.30

35. Discuss, consider and take appropriate action authorizing the Williamson County Sheriff's Office to apply for funding through the Urban Area Security Initiative Federal Fiscal Year 2025-LETPA Projects (UASI-L) grant.

36. Discuss, consider and take appropriate action on an updated State Plan of Operation (SPO) Agreement between the State of Texas and the Williamson County Sheriff's Office with respect to excess Department of Defense (DOD) personal property transferred pursuant to 10 U.S.C. 257a.

37. Receive a status update and presentation for Facilities Management Department Projects.

38. Discuss, consider, and take appropriate action awarding RFCSP 25RFCSP13 Brushy Creek Regional Trail-Extend Along Hairy Man Road to Chasco Constructors, Ltd. L.L.P, in the amount of Three Million, Nine Hundred Forty-Nine Thousand, Four Hundred Forty-Seven Dollars ($3,949,447.00) and authorize the execution of the agreement, Funding Source is P551.

39. Discuss, consider, and take appropriate action on approving a Master Service Contract No 2025153 with Precision Sidewalks, LLC DBA Precision Concrete Cutting for services as needed, in the not to exceed amount of Five-Hundred Thousand Dollars ($500,000.00) per fiscal year, pursuit to BuyBoard #756-24 and authorize the execution of the agreement.

40. Discuss, consider, and take appropriate action regarding Change Order No. 1 in the amount of ($13,235.52) for Project 25IFB9 CR 255 Realignment (Jordan Foster Construction) P: 546 Funding Source: Road & Bridge.

41. Discuss, consider, and take appropriate action on Contract Amendment No. 5 to the Corridor C (SH 29 Bypass Gap) contract executed March 7, 2017, between Williamson County and AtkinsRéalis relating to the 2019 Road Bond Program. Project: P459 Fund Source: Road Bonds

42. Discuss, consider, and take appropriate action on a Contract Amendment No. 5 to the CR 314 and CR 332 Realignment design contract executed April 23, 2020, between Williamson County and Seiler Lankes Group, LLC relating to the 2019 Road Bond Program. Project: P364 Fund Source: Road Bonds

43. Discuss, consider, and take appropriate action regarding Change Order No. 1 in the amount of $41,168.11 for Project 24IFB59 East Wilco Hwy Segment 2 Phase 1 (Capital Excavation Company) P: 392 Funding Source: Road Bond.

44. Discuss, consider, and take appropriate action regarding Change Order No. 4 in the amount of $14,900.00 for Project 24IFB15 Liberty Hill Bypass (Chasco Constructors) P: 343 Funding Source: Road Bond.

45. Discuss, consider, and take appropriate action regarding Change Order No. 4 in the amount of $90,550.00 for Project 24IFB57 Ronald Reagan Blvd. Widening (Chasco Constructors) P: 336 Funding Source: Road Bond.

46. Discuss, consider and take appropriate action on an agreed final judgment with Wess Arthur Cassens Jr. and Helen Martha Cassens, as Co-Trustees of the Wess and Helen Cassens Trust u/a dated November 11, 2019, and related to 8.144 acres and 0.282 acres acquired as part of the Bud Stockton right of way project. (Parcel 1) Funding Source Bonds P307

47. Discuss, consider and take appropriate action on a Rule 11 Settlement Agreement with Jarrell 3001, LLC to acquire 0.4664 acres and 0.0687 acres needed as right of way and 0.2420 acres and 0.1332 acres needed as utility easements for the CR 314 project (Parcels 37 and 38). Funding: Bonds P364

48. Discuss, consider and take appropriate action on the acceptance of a donation deed from Solana Development, LP, a Delaware limited partnership, for 12.594 acres needed as right of way on the Corridor J1 project. Funding: Bonds P584

49. Discuss, consider and take appropriate action on an Assignment of Real Estate Contract and a Utility Joint Use Agreement with Roger Beasley Mazda, Inc., a Texas Corporation, and Roger Beasley Imports, Inc., a Texas Corporation, related to 3.688 acres needed as right of way for the Hero Way project (Parcel 301) . Funding TANS P588

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)."

50. 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
e) Discuss potential sale of the Williamson County owned properties within the downtown Georgetown area.
f) Discuss potential sale of a parcel of land located adjacent to the Brushy Creek Regional Trail in Round Rock, Texas.

51. 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

52. 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
17. Cause No. 24-3042-C26; Susann Wirkes v. Chinogringo Properties, LLC, et al., In the 26th Judicial District Court of Williamson County, Texas
18. Cause No. 25-0488-C425; Williamson County, Siena Municipal Utility District No. 1, and Siena Municipal Utility District No. 2 v. The Cameron County Housing Finance Corporation, In the 425th Judicial District of Williamson County, Texas.
19. Cause No. 25-0456-C368; Ryan Markowski v. The State of Texas, et al.; In the 368th Judicial District Court of Williamson County, Texas.

b. Administrative Complaints:

1. EEOC Charge No.: 451-2025-01739; B.R.
2. EEOC Charge No.: 451-2025-02018; J.S.

c. Claims:

1. 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 the Texas Public Facility Corporation Act, codified as Texas Local government Code Chapter

303, and Texas Housing Finance Corporations Act, codified as Texas Local Government Code Chapter 394.
3. Legal matters and potential litigation relating to the non-profit status of EPCOR/ 130 Regional Water Supply Corporation.
5. 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.
6. Legal matter pertaining to regulation of firearms on Williamson County premises.
7. Legal matter pertaining to contracting of inmate housing of third-party government agency inmates

53. 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).

54. 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)

55. 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
17. Cause No. 24-3042-C26; Susann Wirkes v. Chinogringo Properties, LLC, et al., In the 26th Judicial District Court of Williamson County, Texas
18. Cause No. 25-0488-C425; Williamson County, Siena Municipal Utility District No. 1, and Siena Municipal Utility District No. 2 v. The Cameron County Housing Finance Corporation, In the 425th Judicial District of Williamson County, Texas.
19. Cause No. 25-0456-C368; Ryan Markowski v. The State of Texas, et al.; In the 368th Judicial District Court of Williamson County, Texas.

b. Administrative Complaints:

1. EEOC Charge No.: 451-2025-01739; B.R.
2. EEOC Charge No.: 451-2025-02018; J.S.

c. Claims:

1. 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 the Texas Public Facility Corporation Act, codified as Texas Local Government Code303, and Texas Housing Finance Corporations Act, codified as Texas Local Government code Chapter 394.
3. Legal matters and potential litigation relating to the non-profit status of EPCOR/ 130 Regional Water Supply Corporation.
4. 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.
5. Legal matters pertaining to regulation of firearms on Williamson County premises.
6. Legal matters pertaining to contracting of inmate housing of third-party governmental agency inmates

56. 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).

57. Comments from Commissioners.

58. 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 7th day of March 2025 at 4:00 PM and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Commissioners Court - Regular Session **3.**

Meeting Date: 03/11/2025

Line item transfer for the Road & Bridge Division

Submitted For: Matt Williamson **Submitted By:** Jenifer Favreau, Infrastructure

Department: Infrastructure **Division:** Road & Bridge

Agenda Category: Consent

Information

Agenda Item

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

Background

This transfer is necessary to fund the engineering internship program.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0200-0210-001100	F/T Salaries	$43,200.00
To	0200-0210-001107	Temp Labor-Seasonal Help	$43,200.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	02/28/2025 09:33 AM
Budget Office	Saira Hernandez	02/28/2025 10:54 AM
Form Started By: Jenifer Favreau		Started On: 02/28/2025 08:49 AM
Final Approval Date: 02/28/2025		

Commissioners Court - Regular Session **4.**

Meeting Date: 03/11/2025

Printer

Submitted For: Rebecca Clemons **Submitted By:** Becky Pruitt, Commissioners Court

Department: Commissioners Court

Agenda Category: Consent

Information

Agenda Item

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

Background

I need an additional transfer of $100.00 to order a printer for a Death Investigator who had a change of office location. The printer's total is $277.52.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0566.003005	Office Furniture	$100.00
To	0100.0566.003006	Office Equipment < $5,000	$100.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/06/2025 11:40 AM
Budget Office	Saira Hernandez	03/06/2025 11:49 AM
Budget Office	Saira Hernandez	03/06/2025 01:23 PM
Form Started By: Becky Pruitt		Started On: 03/06/2025 10:04 AM
Final Approval Date: 03/06/2025		

Commissioners Court - Regular Session **5.**

Meeting Date: 03/11/2025

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 Sheriff's Office.

Background

A line item transfer is requested to cover the additional cost for Range Remediation.

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM:	0100.0560.005740	Computer Equip > $5,000	$20,000.00
TO:	0100.0560.004511	Fire Range Maint & Repairs	$20,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/06/2025 11:28 AM
Budget Office	Saira Hernandez	03/06/2025 11:48 AM
Form Started By: Virginia Johnson		Started On: 03/06/2025 10:33 AM
Final Approval Date: 03/06/2025		

Commissioners Court - Regular Session **6.**

Meeting Date: 03/11/2025

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 vehicle maintenance.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0509.004962	Janitorial Services	$40,000.00
To	0100.0509.004541	Vehicle Maint & Repair	$40,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/06/2025 11:27 AM
Budget Office	Saira Hernandez	03/06/2025 11:48 AM
Form Started By: Gina Wrehsnig		Started On: 03/06/2025 10:28 AM
Final Approval Date: 03/06/2025		

Commissioners Court - Regular Session **7.**

Meeting Date: 03/11/2025

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

Form Review

Inbox	Reviewed By	Date
Human Resources (Originator)	Allen Frederick	03/06/2025 11:06 AM
County Judge Exec Asst.	Andrea Schiele	03/06/2025 05:16 PM
Form Started By: Kayla Marek		Started On: 03/06/2025 08:24 AM
Final Approval Date: 03/06/2025		

Department	Position	Emp Num	Current Annual Salary	Merit Amt	Merit %	New Annual Salary	Lump-sum Merit	Pay Proposal Reason	Effective Date of Change
911 Communications	QAQI Evaluator.2086.001100.	15396	$64,868.96	$1,946.07	3.00	$66,815.03	-	MERIT	14-Mar-25
911 Communications	Telecom Manager.0116.001100.	15651	$81,889.91	$2,456.69	3.00	$84,346.60	-	MERIT	14-Mar-25
911 Communications	Telecommunications Officer.0123.001100.	17134	$59,010.00	$1,770.31	3.00	$60,780.30	-	MERIT	14-Mar-25
911 Communications	Telecommunications Officer.1743.001100.	17135	$59,010.02	$1,770.31	3.00	$60,780.32	-	MERIT	14-Mar-25
911 Communications	Telecommunications Officer.1893.001100.	17132	$59,010.02	$1,770.31	3.00	$60,780.32	-	MERIT	14-Mar-25
911 Communications	Telecommunications Officer.2080.001100.	17138	$59,010.02	$1,770.31	3.00	$60,780.32	-	MERIT	14-Mar-25
Benefits	Benefits Analyst II.1623.001100.	15754	$68,401.21	$3,420.15	5.00	$71,821.36	-	MERIT	14-Mar-25
County Clerk Judicial	Deputy County Clerk.0674.001100.	17277	$43,263.36	$1,297.90	3.00	$44,561.25	-	MERIT	14-Mar-25
County Clerk Judicial	Deputy County Clerk.0677.001100.	17188	$44,129.28	$441.29	1.00	$44,570.57	-	MERIT	14-Mar-25
District Clerk	Court Specialist.0737.001100.	14723	$46,829.93	$1,873.21	4.00	$48,703.14	-	MERIT	14-Mar-25
Emergency Medical Services	Emergency Medical Tech.2116.001100.	16848	$39,535.62	$1,186.08	3.00	$40,721.70	-	MERIT	14-Mar-25
Unified Road Systems	Operator I.1592.001100.	16880	$44,290.00	$1,175.95	2.66	$45,465.95	-	MERIT	28-Mar-25

				(TO)	(FROM)
entity	**fund**	**dept**	**object**	**dr**	**cr**
01	0100	0581	001100	11,483.99	
01	0100	0581	002010	878.53	
01	0100	0581	002020	1,843.18	
01	0100	8004	001130		11,483.99
01	0100	8004	002010		878.53
01	0100	8004	002020		1,843.18
01	0885	0886	001100	3,420.15	
01	0885	0886	001130		3,420.15
01	0100	0404	001100	1,739.19	
01	0100	0404	002010	133.05	
01	0100	0404	002020	279.14	
01	0100	8002	001130		1,739.19
01	0100	8002	002010		133.05
01	0100	8002	002020		279.14
01	0100	0450	001100	1,873.21	
01	0100	0450	001130		1,873.21
01	0100	0540	001100	1,186.08	
01	0100	0540	002010	90.74	
01	0100	0540	002020	190.37	
01	0100	8004	001130		1,186.08
01	0100	8004	002010		90.74
01	0100	8004	002020		190.37
01	0200	0210	001100	1,175.95	
01	0200	0210	001130		1,175.95

Commissioners Court - Regular Session **8.**

Meeting Date: 03/11/2025

JP1 EOM FEB 2025

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

Department: J.P. Pct. #1

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 1, February 2025 Monthly Report in compliance with Code of Crim. Proc. § 103.005.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

JP1 EOM FEB 2025

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/06/2025 08:16 AM
Form Started By: Misty Lamb		Started On: 03/05/2025 03:23 PM
Final Approval Date: 03/06/2025		

IN COMPLIANCE WITH ARTICLE 103

CODE OF CRIMINAL PROCEDURE

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

Before me, the undersigned authority, on this day personally appeared KT Musselman, Justice of the Peace, Precinct 1, Williamson County, who, on his oath, stated that the attached report of money collected is true and correct report for the month of February, 2025

DETAILED REPORT IS AVAILABLE THROUGH THE AUDITOR'S OFFICE.

KT MUSSELMAN
JUSTICE OF THE PEACE
PRECINCT ONE

On this 5 day of March 2025 to certify which witness my hand and seal of office.

MISTY LAMB
My Notary ID # 128210087
Expires May 5, 2026

NOTARY PUBLIC
In and for the State of Texas

Payment Report - G/L and Fund Summary

Transaction Date: **02/01/2025 - 02/28/2025** Case Categories: **Criminal; Civil**
Locations: **JP1** Payment Type: **Cash Bond Deposit; Counter Payment; ...**

G/L Account	G/L Account Number	Fee Totals
0100 - General Fund		
01-0100-0000-207017 - Collections Agency Fee	L-004-1-01-0100-0000-207017: 01-0100-0000-207017 - Collections Agency Fee	51.63
01-0100-0000-209700 - JP COURTS-REFUNDS	L-004-1-01-0100-0000-209700: 01-0100-0000-209700 - JP COURTS-REFUNDS	2.00
01-0100-0000-341200 - Sheriff Fees (WILCO)	L-004-1-01-0100-0000-341200: 01-0100-0000-341200 - Sheriff Fees (WILCO)	5.00
01-0100-0000-341801 - FEES OF OFFICE, JP PCT-1	L-004-1-01-0100-0000-341801: 01-0100-0000-341801 - FEES OF OFFICE, JP PCT #1	12,402.05
01-0100-0000-341901 - CIVIL FEES/OFFICE, CONST 1	L-004-1-01-0100-0000-341901: 01-0100-0000-341901 - Fees of Office, Const. PCT #1	28,760.00
01-0100-0000-341911 - CRIMINAL FEES/OFFICE, CONST 1	L-004-1-01-0100-0000-341911: 01-0100-0000-341911 - Fees of Office, Crim. Const PCT #1	265.00
01-0100-0000-342860 -Time Payment Fee County 2.50	L-004-1-01-0100-0000-342860: 01-0100-0000-342860 - Time Payment Fee County 2.50	223.89
01-0100-0000-351301 - FINES, JP PCT-1	L-004-1-01-0100-0000-351301: 01-0100-0000-351301 - FINES, JP PCT #1	10,113.00
01-0100-0000-365103 Language Access Fund	L-004-1-01-0100-0000-365103: Language Access Fund	1,086.00
99-9999-9999-000003 - LOCAL Consolidated CC-Misd C	L-004-1-01-99-9999-9999-000003: 99-9999-9999-000003 - LOCAL Consolidated CC-MISD C	1,316.17
	0100 - General Fund Total:	**54,224.74**
0360 - Courthouse Security Fund		
01-0360-0000-341150 - COURTHOUSE SECURITY FEES	L-004-1-01-0360-0000-341150: 01-0360-0000-341150 - Courthouse Security Fees	6.00
	0360 - Courthouse Security Fund Total:	**6.00**
0361 - JP Security Fund		
01-0361-0000-341151 - JP 1 SECURITY FEES	L-004-1-01-0361-0000-341151: 01-0361-0000-341151 - JP 1 SECURITY FEES	2.00
	0361 - JP Security Fund Total:	**2.00**
0365 - Child Safety Fund		
01-0365-0000-341161 - JP CHILD SAFETY FEE	L-004-1-01-0365-0000-341161: 01-0365-0000-341161 - JP CHILD SAFETY FEE	25.00
	0365 - Child Safety Fund Total:	**25.00**
0370 - Alternate Dispute Resolution Fund		
01-0370-0000-341170 - Alternate Dispute Resolution Fees	L-004-1-01-0370-0000-341170: 01-0370-0000-341170 - Alternate Dispute Resolution Fees	1,810.00
	0370 - Alternate Dispute Resolution Fund Total:	**1,810.00**
0372 - Justice Court Technology Fund		
01-0372-0000-341141 - JP 1 TECHNOLOGY FEES	L-004-1-01-0372-0000-341141: 01-0372-0000-341141 - JP #1 TECHNOLOGY FEES	8.00
	0372 - Justice Court Technology Fund Total:	**8.00**

Payment Report - G/L and Fund Summary

Transaction Date: **02/01/2025 - 02/28/2025** Case Categories: **Criminal; Civil**
Locations: **JP1** Payment Type: **Cash Bond Deposit; Counter Payment; ...**

G/L Account	G/L Account Number	Fee Totals
0373 - JP-1 Truancy Program Fund		
01-0373-0000-341917 - JP1 Truant Conduct (HB 2398)	L-004-1-01-0373-0000-341917: 01-0373-0000-341917 - JP1 Truant Conduct (HB 2398)	50.00
01-0373-0000-370000 - JP-1 Truancy Program Fees	L-004-1-01-0373-0000-370000: 01-0373-0000-370000 - JP-1 Truancy Program	10.00
	0373 - JP-1 Truancy Program Fund Total:	**60.00**
0399 - State Agency Fund		
01-0399-0000-208031 - JP 1 Truancy Prev/Diversion - State	L-004-1-01-0399-0000-208031: 01-0399-0000-208031 - JP 1 Truancy Prev/Diversion - State	4.00
01-0399-0000-208160 - CCC FEES DUE TO STATE COMP	L-004-1-01-0399-0000-208160: 01-0399-0000-208160 - Consolidated Court Costs	80.00
01-0399-0000-208165 - CCC 01.2020 Fee's Due to State	L-004-1-01-0399-0000-208165: 01-0399-0000-208165 - State Con Court Cost LGC 133.102(a)(3)	5,208.77
01-0399-0000-208181 - State Consolidated Fee	L-004-0399-0000-208181: State Consolidated Fee	1,029.00
01-0399-0000-208235 - JURY SERVICE FEES DUE TO STATE	L-004-1-01-0399-0000-208235: 01-0399-0000-208235 - Jury Service Fee	8.00
01-0399-0000-208352 - CRIMINAL JUDICIAL SUPPORT DUE	L-004-1-01-0399-0000-208352: 01-0399-0000-208352 - Support of the Judiciary Fund	12.00
01-0399-0000-208400 - DPS ARREST FEES DUE TO STATE	L-004-1-01-0399-0000-208400: 01-0399-0000-208400 - Texas Highway Patrol Arrest Fees	87.13
01-0399-0000-208415 - MOVING VIOLATION FEE DUE TO ST	L-004-1-01-0399-0000-208415: 01-0399-0000-208415 - Moving Violation Fee Due to State	0.10
01-0399-0000-208426 - State Traffic Fine Due To State	L-004-1-01-0399-0000-208426: 01-0399-0000-208426 - State Traffic Fine Due To State	2,139.74
01-0399-0000-208703 - INDIGENT DEF FEES - DUE TO ST	L-004-1-01-0399-0000-208703: 01-0399-0000-208703 - Indigent Defense Fee	4.00
	0399 - State Agency Fund Total:	**8,572.74**
JP BOND		
01-0100-0000-207019 - JP1 Bond Liability Account	L-004-1-02-00002: JP1 Registry Bond Account Liability	(312.00)
	JP BOND Total:	**(312.00)**
	Fee Totals for All Funds:	**64,396.48**

Payment Report - Fee Code Summary

Transaction Date: **02/01/2025 - 02/28/2025** Case Categories: **Criminal; Civil**
Locations: **JP1**

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

Fee Code Summary

Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
2020AFAPD	Arrest Fee - Austin PD 102.011(a)(1), 102.011(e)	0.00	0	20.00	4	0.00	0	20.00	4
2020AFC1	Arrest Fee - Constable 1 CCP 102.011(a)(1), 102.011(e)	15.00	3	0.00	0	0.00	0	15.00	3
2020AFDPS	Arrest Fee - DPS CCP 102.011.(a)(1), 102.011(e)	87.13	19	0.00	0	0.00	0	87.13	19
2020AFSO	Arrest Fee - Sheriff's Office 102.011(a)(1), 102.011(e)	327.92	75	0.00	0	0.00	0	327.92	75
2020CCC	State Cons Court Cost LGC 133.102(a)(3)	4,960.77	91	248.00	4	0.00	0	5,208.77	95
2020CDF	Compliance Dismissal Fine	290.00	31	0.00	0	0.00	0	290.00	31
2020DSCM	Driving Safety Course Mandatory CCP 45. 0511(f)(1)	180.00	18	0.00	0	0.00	0	180.00	18
2020LCCC-C	LOCAL Consolidated Court Cost LGC 134.103(a)	1,260.17	101	56.00	4	0.00	0	1,316.17	105
2020LTF	Local Traffic Fine (TC 542.403)	128.38	45	0.00	0	0.00	0	128.38	45
2020STF	State Traffic Fine (TC 542.4031)	2,139.74	45	0.00	0	0.00	0	2,139.74	45
2020TPF	Time Payment Fee CCP 102.030	223.89	20	0.00	0	0.00	0	223.89	20
2020WFC1	Warrant Fee - Const Pct 1 CCP 102.011(a)(2), 102.011(e)	150.00	3	0.00	0	0.00	0	150.00	3
AB	Abstract	5.00	1	0.00	0	0.00	0	5.00	1
AFACC	Arrest Fee - Austin Community College	15.00	3	0.00	0	0.00	0	15.00	3
AFSO	Arrest Fee - Sheriff's Office (CCP 102.011)	5.00	1	0.00	0	0.00	0	5.00	1
CB	Cash Bond	1,250.00	3	0.00	0	(1,562.00)	5	(312.00)	8
CCC	Consolidated Court Costs [Loc. Gov't Code, 133.102]	80.00	2	0.00	0	0.00	0	80.00	2
CCOP	Civil Copies	15.00	15	0.00	0	0.00	0	15.00	15
CFINE	County Fine	9,394.00	76	719.00	2	0.00	0	10,113.00	78
CHS	Courthouse Security Fee (CCP 102.017)	6.00	2	0.00	0	0.00	0	6.00	2
CHSJC	JP Security Fee (CCP 102.017)	2.00	2	0.00	0	0.00	0	2.00	2
COLLFEE	Collection Agency Fee	51.63	1	0.00	0	0.00	0	51.63	1
CONT1	Constable Service Fee Pct #1	22,560.00	221	0.00	0	0.00	0	22,560.00	221
CSFF	Child Safety Fee (CCP 102.014(d))	40.00	2	0.00	0	0.00	0	40.00	2
CSSF	Child Safety School Fee (CCP 102.014(c))	25.00	1	0.00	0	0.00	0	25.00	1
DDF	Deferred Disposition Fee	1,651.00	11	519.00	3	0.00	0	2,170.00	14
IDF	Indigent Defense Fee (LGC 133.107)	4.00	2	0.00	0	0.00	0	4.00	2
JCTF	Justice Court Technology Fee (CCP 102.0173)	8.00	2	0.00	0	0.00	0	8.00	2
JFR	Jury Reimbursement Fee (CCP 102.0045)	8.00	2	0.00	0	0.00	0	8.00	2

Payment Report - Fee Code Summary

Transaction Date: **02/01/2025 - 02/28/2025** Case Categories: **Criminal; Civil**
Locations: **JP1** Payment Type: **Cash Bond Deposit; Counter Payment; ...**

Fee Code Summary									
Code Word	**Description**	**Gross**		**Positive Adjustments**		**Negative Adjustments**		**Net**	
		Amount	**Number**	**Amount**	**Number**	**Amount**	**Number**	**Amount**	**Number**
JTP	Juvenile Truancy Program (CCP 102.0174)	10.00	2	0.00	0	0.00	0	10.00	2
JTPDC	Juvenile Truancy Prev/Diversion Due to County (CCP 102.015)	2.00	2	0.00	0	0.00	0	2.00	2
JTPDS	Juvenile Truancy Prev/Diversion Due to State (CCP 102.015)	2.00	2	0.00	0	0.00	0	2.00	2
JUSFC	Judicial Support Fund - County (LGC 133.105)	1.20	2	0.00	0	0.00	0	1.20	2
JUSFS	Judicial Support Fund - State (LGC 133.105)	10.80	2	0.00	0	0.00	0	10.80	2
MISCOP	Miscellaneous Copy Fees	5.75	5	0.00	0	0.00	0	5.75	5
MVF	Moving Violation Fee (CCP 102.022)	0.10	1	0.00	0	0.00	0	0.10	1
SB41CDRF	County Dispute Resolution fund - LGC 135.157	1,810.00	362	0.00	0	0.00	0	1,810.00	362
SB41JCSF	Justice Court Support Fund	9,050.00	362	0.00	0	0.00	0	9,050.00	362
SB41LAF	Language Access Fund - LGC 135.155	1,086.00	362	0.00	0	0.00	0	1,086.00	362
SB41SCF	State Consolidated Fee	1,029.00	49	0.00	0	0.00	0	1,029.00	49
SCH	School District Fine	2.00	1	0.00	0	0.00	0	2.00	1
TCC	Truancy Court Cost (HB2398)	50.00	1	0.00	0	0.00	0	50.00	1
WARC1	Warrant Fee - Constable Pct. 1	100.00	2	0.00	0	0.00	0	100.00	2
WPOSS	Writ of Possession	155.00	31	0.00	0	0.00	0	155.00	31
WSF1	Constable #1 - Writ Service Fee	6,200.00	31	0.00	0	0.00	0	6,200.00	31
Fee Code Summary Totals		**Gross**		**Positive Adjustments**		**Negative Adjustments**		**Net**	
		Amount	**Number**	**Amount**	**Number**	**Amount**	**Number**	**Amount**	**Number**
		64,396.48	2,015	1,562.00	17	(1,562.00)	5	64,396.48	2,037

Commissioners Court - Regular Session **9.**

Meeting Date: 03/11/2025

Justice of the Peace 4 February 2025 Monthly Report

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

Department: J.P. Pct. #4

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 4, February 2025 Monthly Report in compliance with Code of Crim. Proc. § 103.005.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

JP4 EOM FEB 2025

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/06/2025 05:16 PM
Form Started By: Veronica Bolander		Started On: 03/06/2025 11:41 AM
Final Approval Date: 03/06/2025		

IN COMPLIANCE WITH ARTICLE 103.005
CODE OF CRIMINAL PROCEDURE

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

Before me, the undersigned authority, on this day personally appeared Rhonda Redden, Justice of the Peace, Precinct 4, Williamson County, who on her oath, stated that the attached report of money collected is a true and correct report for the month of February 2025.

RHONDA REDDEN
JUSTICE OF THE PEACE
PRECINCT FOUR

This 6th day of March 2025, to certify which witness my hand and seal of office.

VERONICA BOLANDER
My Notary ID # 2676312
Expires November 2, 2027

NOTARY PUBLIC in and for the State of Texas

Payment Report - Transaction/Adjustment Detail

Deposit Date: **02/01/2025 - 02/28/2025** Case Categories: **Civil; Criminal**
Locations: **JP4** Payment Type: **Cash Bond Deposit; Counter Payment; ...**

Final Totals		Fee Totals	Transaction Totals
Total Payments		**125,915.08**	**125,915.08**
Total Adjustments Impacting Payments		**(281.00)**	**(281.00)**
Final Fee Code Totals		**125,634.08**	**125,634.08**
Tender Method Summary			
Tender Types	Cash	10,349.92	10,349.92
	Cashier's Check	0.00	0.00
	Certified Payments Credit Card	54,845.80	54,845.80
	Check	5,180.00	5,180.00
	Credit Card	33,131.36	33,131.36
	E-File Credit Card	21,453.00	21,453.00
	Money Order	955.00	955.00

Detailed report is available through the Auditor's Office.

Payment Report - G/L and Fund Summary

Deposit Date: **02/01/2025 - 02/28/2025** Case Categories: **Civil; Criminal**
Locations: **JP4** Payment Type: **Cash Bond Deposit; Counter Payment; ...**

G/L Account	G/L Account Number	Fee Totals
0100 - General Fund		
01-0100-0000-207008 - JP 4-CASH BONDS	L-004-4-01-0100-0000-207008: 01-0100-0000-207008 - JP4 Cash Bonds	1,500.00
01-0100-0000-207017 - Collections Agency Fee	L-004-4-01-0100-0000-207017: 01-0100-0000-207017 - Collections Agency Fee	1,422.48
01-0100-0000-209600 - FINES DUE TO TX PARKS WILDLIFE	L-004-4-01-0100-0000-209600: 01-0100-0000-209600 - Fines Due to TX Parks Wildlife	1,302.20
01-0100-0000-209700 - JP COURTS-REFUNDS	L-004-4-01-0100-0000-209700: 01-0100-0000-209700 - JP Courts Refunds	0.00
01-0100-0000-341200 - Sheriff Fees (WILCO)	L-004-4-01-0100-0000-341200: 01-0100-0000-341200 - Sheriff Fees (WILCO)	9.66
01-0100-0000-341804 - FEES OF OFFICE, JP PCT-4	L-004-4-01-0100-0000-341804: 01-0100-0000-341804 - Fees of Office, JP Pct. #4	13,136.32
01-0100-0000-341904 - CIVIL FEES/OFFICE, CONST 4	L-004-4-01-0100-0000-341904: 01-0100-0000-341904 - Fees of Office, Const. PCT #4	16,680.00
01-0100-0000-341914 - CRIMINAL FEES/OFFICE, CONST 4	L-004-4-01-0100-0000-341914: 01-0100-0000-341914 - Fees of Office, Crim. Const PCT #4	512.87
01-0100-0000-342860 -Time Payment Fee County 2.50	L-004-4-01-0100-0000-342860: 01-0100-0000-342860 - Time Payment Fee County 2.50	998.47
01-0100-0000-351304 - FINES, JP PCT-4	L-004-4-01-0100-0000-351304: 01-0100-0000-351304 - FINES, JP PCT #4	51,651.25
01-0100-0000-365103 Language Access Fund	L-004-4-01-0100-0000-365103: 01-0100-0000-365103 - Language Access Fund	963.00
99-9999-9999-000003 - LOCAL Consolidated CC-Misd C	L-004-4-99-9999-9999-000003: 99-9999-9999-000003 - LOCAL Consolidated CC-MISD C	5,085.02
	0100 - General Fund Total:	**93,261.27**
0361 - JP Security Fund		
01-0361-0000-341154 - JP 4 SECURITY FEES	L-004-4-01-0361-0000-341154: 01-0361-0000-341154 - JP 4 SECURITY FEES	12.94
	0361 - JP Security Fund Total:	**12.94**
0365 - Child Safety Fund		
01-0365-0000-341161 - JP CHILD SAFETY FEE	L-004-4-01-0365-0000-341161: 01-0365-0000-341161 - JP CHILD SAFETY FEE	56.18
	0365 - Child Safety Fund Total:	**56.18**
0369 - JP-4 Truancy Program Fund		
01-0369-0000-370000 - JP-4 Truancy Program Fees	L-004-4-01-0369-0000-370000: 01-0369-0000-370000 - JP-4 Truancy Program Fee	16.16
	0369 - JP-4 Truancy Program Fund Total:	**16.16**
0370 - Alternate Dispute Resolution Fund		
01-0370-0000-341170 - Alternate Dispute Resolution Fees	L-004-4-01-0370-0000-341170: 01-0370-0000-341170 - Alternate Dispute Resolution Fees	1,605.00
	0370 - Alternate Dispute Resolution Fund Total:	**1,605.00**
0372 - Justice Court Technology Fund		
01-0372-0000-341144 - JP 4 TECHNOLOGY FEES	L-004-4-01-0372-0000-341144: 01-0372-0000-341144 - JP #4 TECHNOLOGY FEES	12.93
	0372 - Justice Court Technology Fund Total:	**12.93**

Payment Report - G/L and Fund Summary

Deposit Date: **02/01/2025 - 02/28/2025** Case Categories: **Civil; Criminal**
Locations: **JP4** Payment Type: **Cash Bond Deposit; Counter Payment; ...**

G/L Account	G/L Account Number	Fee Totals
0399 - State Agency Fund		
01-0399-0000-208034 - JP 4 Truancy Prev/Diversion - State	L-004-4-01-0399-0000-208034: 01-0399-0000-208034 - JP 4 Truancy Prev/Diversion - State	6.47
01-0399-0000-208160 - CCC FEES DUE TO STATE COMP	L-004-4-01-0399-0000-208160: 01-0399-0000-208160 - Consolidated Court Costs	129.33
01-0399-0000-208165 - CCC 01.2020 Fee's Due to State	L-004-4-01-0399-0000-208165: 01-0399-0000-208165 - State Con Court Cost LGC 133.102(a)(3	22,271.23
01-0399-0000-208181 - State Consolidated Fee	L-004-4-01-0399-0000-208181: 01-0399-0000-208181 - State Consolidated Fee	924.00
01-0399-0000-208235 - JURY SERVICE FEES DUE TO STATE	L-004-4-01-0399-0000-208235: 01-0399-0000-208235 - Jury Service Fee	12.93
01-0399-0000-208352 - CRIMINAL JUDICIAL SUPPORT DUE	L-004-4-01-0399-0000-208352: 01-0399-0000-208352 - Support of the Judiciary Fund	19.40
01-0399-0000-208400 - DPS ARREST FEES DUE TO STATE	L-004-4-01-0399-0000-208400: 01-0399-0000-208400 - Texas Highway Patrol Arrest Fees	703.98
01-0399-0000-208415 - MOVING VIOLATION FEE DUE TO ST	L-004-4-01-0399-0000-208415: 01-0399-0000-208415 - Moving Violation Fee Due to State	0.24
01-0399-0000-208426 - State Traffic Fine Due To State	L-004-4-01-0399-0000-208426: 01-0399-0000-208426 - State Traffic Fine Due To State	5,566.95
01-0399-0000-208703 - INDIGENT DEF FEES - DUE TO ST	L-004-4-01-0399-0000-208703: 01-0399-0000-208703 - Indigent Defense Fee	6.47
01-0399-0000-208850 - WEIGHT VIOLATION FINES DUE TO	L-004-4-01-0399-0000-208850: 01-0399-0000-208850 - Weight Violation Fines	978.60
01-0399-0000-208860 - TIME PYMT FEES DUE TO STATE	L-004-4-01-0399-0000-208860: 01-0399-0000-208860 - Time Payment	50.00
	0399 - State Agency Fund Total:	**30,669.60**
	Fee Totals for All Funds:	**125,634.08**

Payment Report - Fee Code Summary

Deposit Date: **02/01/2025 - 02/28/2025** Case Categories: **Civil; Criminal**
Locations: **JP4**

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

Fee Code Summary

Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
2020AFC4	Arrest Fee - Constable 4 CCP 102.011(a)(1), 102.011(e)	31.62	14	0.00	0	0.00	0	31.62	14
2020AFDPS	Arrest Fee - DPS CCP 102.011.(a)(1), 102.011(e)	522.94	126	0.00	0	(5.00)	1	517.94	127
2020AFJISD	Arrest Fee - Jarrell ISD PD CCP 102.011(a)(1), 102.011(e)	10.00	2	0.00	0	0.00	0	10.00	2
2020AFPW	Arrest Fee - TX P&W CCP 102.011(a)(1), 102.011(e)	81.04	17	0.00	0	0.00	0	81.04	17
2020AFSO	Arrest Fee - Sheriff's Office 102.011(a)(1), 102.011(e)	1,166.23	280	0.00	0	0.00	0	1,166.23	280
2020AFTPD	Arrest Fee - Thrall PD 102.011(a)(1), 102.011(e)	5.00	1	0.00	0	0.00	0	5.00	1
2020CCC	State Cons Court Cost LGC 133.102(a)(3)	22,333.23	438	0.00	0	(62.00)	1	22,271.23	439
2020CDF	Compliance Dismissal Fine	320.00	32	0.00	0	0.00	0	320.00	32
2020DSCM	Driving Safety Course Mandatory CCP 45.0511(f)(1)	230.80	25	0.00	0	0.00	0	230.80	25
2020LCCC-C	LOCAL Consolidated Court Cost LGC 134.103(a)	5,099.02	442	0.00	0	(14.00)	1	5,085.02	443
2020LTF	Local Traffic Fine (TC 542.403)	330.35	138	0.00	0	0.00	0	330.35	138
2020STF	State Traffic Fine (TC 542.4031)	5,505.28	138	0.00	0	0.00	0	5,505.28	138
2020TPF	Time Payment Fee CCP 102.030	998.47	110	0.00	0	0.00	0	998.47	110
2020WFC4	Warrant Fee - Const Pct 4 CCP 102.011(a)(2), 102.011(e)	400.00	8	0.00	0	0.00	0	400.00	8
2020WFWCSO	Warrant Fee Sheriff's Office CCP 102.011(a)(2). 102.011(e)	9.66	1	0.00	0	0.00	0	9.66	1
AB	Abstract	5.00	1	0.00	0	0.00	0	5.00	1
AFDPS	Arrest Fee - DPS (CCP 102.011)	5.00	1	0.00	0	0.00	0	5.00	1
AFSO	Arrest Fee - Sheriff's Office (CCP 102.011)	5.00	1	0.00	0	0.00	0	5.00	1
CB	Cash Bond	1,500.00	3	0.00	0	0.00	0	1,500.00	3
CCC	Consolidated Court Costs [Loc. Gov't Code, 133.102]	129.33	4	0.00	0	0.00	0	129.33	4
CCOP	Civil Copies	40.00	29	0.00	0	0.00	0	40.00	29
CERT	Certified Copy	2.00	1	0.00	0	0.00	0	2.00	1
CFINE	County Fine	51,851.25	426	0.00	0	(200.00)	1	51,651.25	427
CHS	Courthouse Security Fee (CCP 102.017)	9.70	4	0.00	0	0.00	0	9.70	4
CHSJC	JP Security Fee (CCP 102.017)	3.24	4	0.00	0	0.00	0	3.24	4
CJS	Criminal Judicial Support Fee (LGC 103.105)	7.40	2	0.00	0	0.00	0	7.40	2
COLLFEE	Collection Agency Fee	1,422.48	22	0.00	0	0.00	0	1,422.48	22

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Deposit Date: **02/01/2025 - 02/28/2025** Case Categories: **Civil; Criminal**
Locations: **JP4**

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

Fee Code Summary

Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
CONT4	Constable Service Fee Pct #4	10,880.00	110	0.00	0	0.00	0	10,880.00	110
COPIES	Certified Copies	3.50	1	0.00	0	0.00	0	3.50	1
CRFEEOVER	Criminal Overpayment Fee	0.00	2	0.00	0	0.00	0	0.00	2
CSFF	Child Safety Fee (CCP 102.014(d))	4.77	1	0.00	0	0.00	0	4.77	1
CSSF	Child Safety School Fee (CCP 102.014(c))	56.18	3	0.00	0	0.00	0	56.18	3
DDF	Deferred Disposition Fee	2,827.66	34	0.00	0	0.00	0	2,827.66	34
DSC	Driver's Safety Course Fee (CCP 45.0511(f1))	2.31	1	0.00	0	0.00	0	2.31	1
IDF	Indigent Defense Fee (LGC 133.107)	6.47	4	0.00	0	0.00	0	6.47	4
JCTF	Justice Court Technology Fee (CCP 102.0173)	12.93	4	0.00	0	0.00	0	12.93	4
JFR	Jury Reimbursement Fee (CCP 102.0045)	12.93	4	0.00	0	0.00	0	12.93	4
JTP	Juvenile Truancy Program (CCP 102.0174)	16.16	4	0.00	0	0.00	0	16.16	4
JTPDC	Juvenile Truancy Prev/Diversion Due to County (CCP 102.015)	2.00	2	0.00	0	0.00	0	2.00	2
JTPDS	Juvenile Truancy Prev/Diversion Due to State (CCP 102.015)	2.00	2	0.00	0	0.00	0	2.00	2
JUSFC	Judicial Support Fund - County (LGC 133.105)	1.20	2	0.00	0	0.00	0	1.20	2
JUSFS	Judicial Support Fund - State (LGC 133.105)	10.80	2	0.00	0	0.00	0	10.80	2
MVF	Moving Violation Fee (CCP 102.022)	0.24	3	0.00	0	0.00	0	0.24	3
SB41CDRF	County Dispute Resolution fund - LGC 135.157	1,605.00	322	0.00	0	0.00	0	1,605.00	322
SB41JCSF	Justice Court Support Fund	8,025.00	322	0.00	0	0.00	0	8,025.00	322
SB41LAF	Language Access Fund - LGC 135.155	963.00	322	0.00	0	0.00	0	963.00	322
SB41SCF	State Consolidated Fee	924.00	45	0.00	0	0.00	0	924.00	45
SFC4	Service/Arrest Fee - Const. 4	31.25	8	0.00	0	0.00	0	31.25	8
SFMCWV	State Fine - Motor Carrier Weight Violation	978.60	7	0.00	0	0.00	0	978.60	7
STFS	State Traffic Fine Due To State (HB2048)	61.67	2	0.00	0	0.00	0	61.67	2
TFC	Traffic	0.70	1	0.00	0	0.00	0	0.70	1
TP	Time Payment Fee	50.00	2	0.00	0	0.00	0	50.00	2
TPDF	Truancy Prevention and Diversion Fund - JP4 eDoc Conversion	2.47	2	0.00	0	0.00	0	2.47	2
TPWF	Texas P&W Fine	1,302.20	18	0.00	0	0.00	0	1,302.20	18
TRANS	Transcript	10.00	1	0.00	0	0.00	0	10.00	1
UFA	Uniform Traffic Act (TC 542.403)	3.00	1	0.00	0	0.00	0	3.00	1
WARC4	Warrant Fee - Constable Pct. 4	50.00	1	0.00	0	0.00	0	50.00	1

Payment Report - Fee Code Summary

Deposit Date: **02/01/2025 - 02/28/2025** Case Categories: **Civil; Criminal**
Locations: **JP4** Payment Type: **Cash Bond Deposit; Counter Payment; ...**

Fee Code Summary									
Code Word	**Description**	**Gross**		**Positive Adjustments**		**Negative Adjustments**		**Net**	
		Amount	**Number**	**Amount**	**Number**	**Amount**	**Number**	**Amount**	**Number**
WEXEC	Writ of Execution	5.00	1	0.00	0	0.00	0	5.00	1
WFDPS	Warrant Fee - DPS	100.00	3	0.00	0	0.00	0	100.00	3
WPOSS	Writ of Possession	135.00	27	0.00	0	0.00	0	135.00	27
WREEN	Writ of Re-entry	5.00	1	0.00	0	0.00	0	5.00	1
WSF4	Constable #4 - Writ Service Fee	5,800.00	29	0.00	0	0.00	0	5,800.00	29
Fee Code Summary Totals		**Gross**		**Positive Adjustments**		**Negative Adjustments**		**Net**	
		Amount	**Number**	**Amount**	**Number**	**Amount**	**Number**	**Amount**	**Number**
		125,915.08	3,564	0.00	0	(281.00)	4	125,634.08	3,568

Justice of the Peace 4
Consolidated Court Cost Calculation Sheet

Deposit Date: 02/01/2025-02/28/2025

	DR	CR	GL Code	GL Description	ALLOCATION %
Local CCC-Class C		$5,085.02	99-9999-9999-000003	Local CCC-Class C Due to County	
Court Security Fee	$1,779.76		01.0361.0000.341154	COURTHOUSE SECURITY FEES	35.000000%
Local Truancy Prevention & Diversion Fund Fee	$1,816.08		01.0369.0000.370000	Local Truancy Prevention & Diversion Fund Fee	35.714300%
Justice Court Technology Fund	$1,452.86		01.0372.0000.341144	Justice Court Technology Fund	28.571400%
County Jury Fund Fee	$36.32		01.0100.0000.342853	County Jury Fund Fee	0.714300%
Percentage Distribution Total:	$5,085.02	$5,085.02			100.000000%
Collected	$5,085.02				

Commissioners Court - Regular Session **10.**

Meeting Date: 03/11/2025

Award of IFB #25IFB27 Night Vision Binoculars to ACTinBlack US LLC for Sheriff's Office

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding IFB #25IFB27 Night Vision Binoculars to the bidder that provided the lowest and best bid, ACTinBlack US LLC.

Background

Williamson County sent out two hundred and sixty-nine (269) notifications and received six (6) vendor submissions. After reviewing all the pertinent information, the Sheriff's Office recommends awarding IFB #25IFB27 to ACTinBlack US LLC., who submitted the lowest and best bid for #25IFB27 Night Vision Binoculars. The bid amount is $116,481.60. No ensuing agreement is issued, and the bid submittal serves as the contract. The funding source is Grant 515P. Origination #1913. Point of contact is Virgina Johnson.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Recommendation Letter

Bid Tabulation

Form 1295

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	03/06/2025 10:56 AM
County Judge Exec Asst.	Andrea Schiele	03/06/2025 11:45 AM
Form Started By: Barbi Hageman		Started On: 03/03/2025 10:16 AM
Final Approval Date: 03/06/2025		

WILLIAMSON COUNTY SHERIFF'S OFFICE

MATTHEW LINDEMANN, SHERIFF
RANDY TRAYLOR, CHIEF

508 S Rock St. Georgetown, TX 78626

Office (512) 943-1300
Fax (512) 943-1444

Bryan Williams, Assistant Chief – Special Operations Bureau
Kathleen Pokluda, Assistant Chief – Corrections Bureau

Patrick Hurley, Assistant Chief – Law Enforcement Bureau
Rebecca Rodriguez, Chief of Staff

To: Barbi Hageman – Purchasing

From: Commander Craig Gripentrog

Date: March 3, 2025

Subject: 25IFB27 Night Vision Binoculars

An IFB was advertised in Bonfire for Night Vision Binoculars and 6 submissions were received.

After reviewing the submissions, 3 submissions contained the lowest bid, and 1 submission met all the County's overall needs.

The Williamson County Sheriff's Office recommends selecting ACTinBlack US LLC as the vendor for IFB 25IFB27. I recommend ACTinBlack due to their product being waterproof up to 20 meters and the overall size and weight of the product. In addition to, ACTinBlack is the only manufacturer to offer Auto Gain, auto-darkening and lighting as well as a 2-year service plan along with a manufacturer warranty. This service plan includes cleaning, O ring replacement, Nitrogen purge (prevents moisture for collecting inside), and providing an annual equipment inspection. This will extend the life of the equipment. The 2-year service plan is offered at no charge to the Sheriff's Office and is a huge benefit because it services the device and covers damage that may occur from wear and tear and user error.

The bid made by ACTinBlack was for $116,481.60 for all requested quantities per required specifications.

25IFB27 Night Vision Binoculars for Sheriff's Office

Vendor Name	Unit Meets Spec	Total Cost	Warranty Meets Spec	Additional Offering	Delivery Days Meets Spec	Notes
CTC Gunworks (Distributor)	Yes	$ 149,587.02	N/A - Not Provided		NO 180	
ACTin Black US LLC (OEM Manufacturer)	Yes Exceeds spec.	**$ 116,481.60**	**YES**	**Unit meets and exceeds spec. Vendor offers a 2 year service plan that includes damage repair, cleaning, replacement of O rings, nitrogen purge and annual equipment inspection.**	**YES 90-120**	**ISO 9001 Certified, OEM**
Steele Industries (Distributor)	Yes	$ 103,830.56	**YES**		**YES 60**	ISO 9001 Certified
Con10gency Consulting LLC (Distributor)	Yes	$ 104,770.05	**YES**		**YES 90-120**	
Lawmans Shooters Supply, Inc (Distributor)	Yes	$ 123,513.50	N/A - Not Provided		NO 180	
Taza Supplies Inc. (Distributor)	Yes	$ 102,446.85	**YES**		**YES 40**	

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:
2025-1277583

Date Filed:
03/05/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
ACTinBlack US LLC
FORT WORTH, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
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.
2025171
Award of #25IFB27 Night Vision Binoculars for Sheriffs Office

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
ACTinBlack US LLC	FORT WORTH, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

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

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

Executed in TARRANT County, State of TX, on the 5 day of Mar. (month), 20 25 (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:
2025-1277583

Date Filed:
03/05/2025

Date Acknowledged:
03/05/2025

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

ACTinBlack US LLC
FORT WORTH, TX United States

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

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.

2025171
Award of #25IFB27 Night Vision Binoculars for Sheriffs Office

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
ACTinBlack US LLC	FORT WORTH, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

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

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

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

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

Commissioners Court - Regular Session **11.**

Meeting Date: 03/11/2025

Award of Design and Engineering Services Agreement for ESOC Site Reconstruction with Gessner Engineering, LLC 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 Gessner Engineering, LLC, for ESOC Site Reconstruction, in the amount of Fifty-Eight Thousand Four Hundred Dollars ($58,400.00) and authorize execution of the agreement.

Background

Gessner Engineering, 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. Gessner Engineering, LLC, is being recommended for this project following a project specific evaluation of the firms from the 24RFSQ53 pool where Gessner Engineering, LLC received the highest score for this project. This Agreement for ESOC Site Reconstruction Design Services between Williamson County and Gessner Engineering, LLC, is for the ESOC, 911 Tracy Chambers, Georgetown, Texas 78626. Contract Audit and General Counsel reviewed. Detailed Scope of Work is attached. Funding Source is 01.0100.01071.04100 and the point of contact is Gretchen Glenn.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

ESOC Site Reconstruction_PSA_Gessner_2025.02.24

Form 1295 Gessner Engineering, LLC Complete

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	02/26/2025 07:00 PM
County Judge Exec Asst.	Delia Colon	02/27/2025 10:45 AM
Form Started By: Johnny Grimaldo		Started On: 02/26/2025 03:30 PM
Final Approval Date: 02/27/2025		

AGREEMENT FOR DESIGN & ENGINEERING SERVICES

PROJECT: **ESOC Site Reconstruction** ("Project")

ARCHITECT/ ENGINEER: **Gessner Engineering, LLC** ("A/E")
Sarah Korpita, VP Client Experience
401 W. 26th Street, Suite 3
Bryan, Texas 77803

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 **investigate issues relating to site settlement at the Williamson County Emergency Services Operations Center (ESOC);** 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 **Fifty-Eight Thousand Four Hundred and NO/100 Dollars ($ 58,400.00)** 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 **Five Hundred Eighty-Four Dollars ($ 584.00)**.

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:

Gessner Engineering, LLC
Sarah Korpita, VP Client Experience
401 W. 26th Street, Suite 3
Bryan, Texas 77803

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: Gessner Engineering, LLC
401 W. 26th Street, Suite 3
Bryan, Texas 77803

Attention: Sarah Korpita
VP Client Experience

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
CONFIDENTIALITY

A/E hereby acknowledges the services to be performed hereunder pertain to a secured correctional facility (Williamson County Jail) and that A/E must ensure that information relating all areas of the Williamson County Jail must not be disclosed to third parties. A/E expressly agrees that its 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 will not use any information relating to the Williamson County Jail that may be obtained while providing services hereunder for any purpose other than for what is necessary to perform the required services. A/E agrees to use the same degree of care as it uses to protect the confidentiality of its own confidential information, but no less than reasonable precautions to maintain confidentiality with respect to the Williamson County Jail, and to prevent disclosure thereof to persons other than its employees, agents, 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 who need access to information regarding the Williamson County Jail to carry out their obligations under this Agreement. A/E agrees that A/E and its employees, agents, 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 will not enter any unauthorized areas of the Wiliamson County Jail and will not disclose any information to unauthorized third parties and will take care to guard the security of the information at all times. A/E agrees that all of its employees, agents, 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 shall be subject to background checks and that the Williamson County Sheriff or his agent will perform checks. County shall retain the right to deny right of entry to the Williamson County Jail to anyone.

ARTICLE 37
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:	**COUNTY**:
Gessner Engineering, LLC	Williamson County, Texas
By: Sarah Korpita	By:
Signature	Signature
Sarah Korpita	
Printed Name	Printed Name
Vice President	
Title	Title
Date Signed: 2/24/2025	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 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 Emergency Services Operations Center (ESOC)
911 Tracy Chambers Lane, Georgetown, TX 78626
ESOC
4100-1071

Civil engineering investigation related to site settlement issues at the ESOC. Scope of work addresses the impacts of expansive soils and soil movement related drainage deficiencies around the ESOC building.

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

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

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

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

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

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

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

Phase II - DESIGN DEVELOPMENT – 60% Plans, Specifications and Estimate

Upon County acceptance of previous phase, A/E shall proceed with the following:

A. Consult freely with County concerning the principal phases of the work and immediately advise County of any unusual requirements or features not apparent during execution of the Schematic Design Phase.

B. Develop plans and specifications, which indicate materials, construction methods and buildings systems. These building systems may include (but are not limited to) structural, mechanical, plumbing, and electrical.

C. Provide preliminary materials selection board to County for review with internal departments.

D. Prepare a Design Development level cost estimate in a form acceptable to County.

E. Submit Plans, Specifications, and all other required documentation for Site Development Permit application for the project with the local jurisdiction having review authority. Notify County's PM of any required submittal fees to be paid by County.

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

Phase III - CONSTRUCTION DOCUMENTS – 100% Plans, Specifications, and Estimate

Upon County acceptance of previous phase, A/E shall proceed with the following:

A. Prepare complete plans, specifications and engineering calculations (without professional seals) setting forth in detail the work required for the architectural, structural, civil, mechanical, plumbing, electrical, landscaping and irrigation, and site work.

B. Consult freely with County concerning the principal phases of the work immediately advise County of any unusual requirements or features not apparent during execution of the Schematic Design and Design Development Phases.

C. Prepare a detailed cost estimate of the project on a form acceptable to County.

D. Prepare a construction schedule with a Gantt chart or other County approved format which lists the anticipated major activities required to complete the project.

E. Complete the PS&E for the entire Project and its component parts. The Project detailed cost estimate shall not exceed the project construction budget as approved in writing by County.

F. Update preliminary materials selection board or provide new for County project records.

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

Phase IV – REGULATORY REVIEW AND PERMITS - Plans, Specifications, and Permits:

Upon County acceptance of previous phase, A/E shall proceed with the following:

A. When applicable, register the project with the Texas Department of Licensing and Regulation (TDLR) and obtain an EABPRJ number for inclusion on the project coversheet prior to Permit application submittal to the local jurisdiction having review authority. Register as the Owner's Designated Agent for further correspondence with TDLR and Registered Accessibility Specialist (RAS).

B. Participate in any Pre-submittal Meetings required by local jurisdiction prior to Permit application submittal.

C. Submit Plans, Specifications, and all other required documentation for construction

Permit application for the project with the local jurisdiction having review authority. Notify County's PM of any required submittal fees to be paid by County.

D. Submit Construction Documents and Specifications to the Registered Accessibility Specialist (RAS) approved by County for Architectural Barriers plan review.

E. Receive and respond to permitting comments by the local jurisdiction having review authority.

F. Revise plans and specifications as necessary to conform to permitting, accessibility, and budget requirements without additional charge to County.

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

Phase V – CONSTRUCTION CONTRACT BIDDING, AWARD, AND EXECUTION

Upon County acceptance of previous phase, A/E shall proceed with the following:

A. Participate in a Pre-bid Meeting, answer RFI's from Contractors and suppliers, and prepare addenda items as required.

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

Phase VI - CONSTRUCTION ADMINISTRATION - Project Observation

Upon County acceptance of previous phase, A/E shall perform the following services:

A. Provide general administration and be County's representative during the construction of the project. Advise, consult, and issue County's instructions to Contractor in writing with copies furnished to all parties. Prepare change orders and supplementary drawings.

B. Provide conformed construction drawing and specification sets for each issuance of Architect's Supplemental Instructions.

C. Conduct and oversee pre-construction meeting.

D. Process/ respond to Requests for Information, Change Proposals, Change Orders, Change Directives.

E. Review/ approve shop drawings, submittals, samples and mock-ups. Submit copies of each shop drawing and submittal of materials and equipment to County.

F. Conduct and oversee bi-weekly progress meetings.

G. Conduct site visits with personnel technically qualified by education and experience to competently observe relevant aspects of construction. Make necessary observations to determine if workmanship and quality of materials generally conform to the plans and specifications, and that provisions of the contract are complied with.

H. Reject work performed by Contractor which does not meet the requirements of the

Construction Documents; and, order removal and replacement of such work.

I. Review progress estimates of work performed and invoiced by Contractor. Within **three (3) business days** of receipt, submit written reviews to County.

J. Coordinate Texas Accessibility Standards (TAS) Inspection to be concurrent with Substantial Completion Inspection.

K. Accompany County on Substantial Completion Inspection with appropriate staff and affiliates. Prepare a punch list of items needing correction. After Contractor has performed the required corrections, notify County in writing that the contract has been performed in general conformance with the plans and specifications and is ready for Final Inspection.

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

Phase VII – PROJECT CLOSE-OUT – Final Inspection and Document Review:

Upon County acceptance of previous phase, A/E shall perform the following services:

A. Accompany County on Final Inspection to determine if construction has been completed in general accordance with the Contract Documents.

B. Review warranties, guarantees, bonds, equipment operating instructions, and similar deliverables to verify receipt, and general conformance to requirements of the Contract.

C. After determining that the general requirements of the Plans and Specifications have been met, certify and approve Contractor's Final Application for Payment.

D. Upon completion of construction and prior to the request for final payment, make changes in the original REVIT or model CAD files of the Project to show changes made and noted by Contractor of the work and final location of the mechanical service lines and outlets including outside utilities. Develop project Record Construction Drawings and Specifications.

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


Williamson County Emergency Services Operations Center

EXHIBIT B

FEE SCHEDULE

This schedule indicates fees by Phase of the Basic Fee:		**$**	**58,400**	100%
81%	**Gessner**	**$**	**47,400**	
19%	**CCTV Utility Inspection (AIMs)**	**$**	**11,000**	
Phase I - SCHEMATIC DESIGN		**$**	**53,400**	91%
	Gessner	$	42,400	
	CCTV Utility Inspection (AIMs)	$	11,000	
Phase II - DESIGN DEVELOPMENT		**$**	**5,000**	9%
	Gessner	$	5,000	
	CCTV Utility Inspection (AIMs)	$	-	

EXHIBIT C

PRODUCTION SCHEDULE

A/E agrees to complete the professional design services called for in **Exhibit A** of this Agreement within **One Hundred Sixty-Three (163) 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 estimated target dates. Standard end-of-phase review periods for County shall be (21) calendar days.

Agreement Execution Date	**03/18/25**
Phase I - SCHEMATIC DESIGN	
Preliminary Scope and Budget analysis deliverables	04/17/25
30% Plans, Specifications and Estimate deliverables	05/19/25
County written authorization to proceed to next phase	06/09/25
Phase II - DESIGN DEVELOPMENT	
60% Plans, Specifications and Estimate deliverables	07/09/25
County written authorization to proceed to next phase	07/30/25
All services shall be complete on, or before:	**08/28/25**

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.

Gessner Engineering, LLC

Sarah Korpita
Signature of Certifying Official

Sarah Korpita
Printed Name of Certifying Official

Vice President
Title of Certifying Official

2/24/25
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 Sarah Korpita (Signatory Name) the Vice President (Signatory Title) of Gessner Engineering, LLC (Entity Name), on behalf of said firm.

Brenda Bell
Notary Public in and for the
State of Texas

My commission expires: 8/21/2025



EXHIBIT F

CERTIFICATES OF INSURANCE

A/E and Subconsultant Certificates of Insurance attached:

CONSULTANT
DESIGN DELIVERABLE
GUIDELINES



Facilities Management Division
3101 SE Inner Loop
Georgetown, TX 78626

Design services shall be conducted in Phases as outlined herein. Depending on project scope, not all items apply. Depending on project complexity and scope, Phases may be consolidated to expedite design delivery. Rejection procedures are outlined at the end of this document.

SCHEMATIC DESIGN PHASE

The interim deliverable early in this phase shall be used to document and validate project requirements and allocated construction budget.

This deliverable shall consist of the following PDF documents:

1) Opinion of probable cost to validate or modify preliminary construction budget provided by County.
2) Detailed design narrative to validate or modify Preliminary Scope of Work provided by County.
3) Initial design delivery schedule.

The deliverable at the end of this phase represents approximately 30% of the design effort and shall be of sufficient detail to show how the users' functional and technical requirements will be met.

This deliverable shall consist of the following PDF documents:

1) Budget Analysis
    a. If self-performed, provide an updated opinion of probable cost.
    b. If utilizing a professional cost estimator, participating in a CMAR or Design-Build project, coordinate with Cost Estimator or General Contractor to provide a preliminary cost estimate based upon schematic design information.
2) Design narrative
    a. include modifications to Preliminary Scope of Work provided by County.
    b. include preliminary engineering calculations for ALL disciplines required for project scope.
3) Schematic Specifications
    a. include completed Cover Sheet with draft Table of Contents for ALL disciplines required for project scope.
4) Schematic drawing set for ALL disciplines required for project scope
    a. Sheet size shall not exceed ANSI-D (22x34) at 150 dpi max.
    b. PDF documents shall be of emailable size (i.e. 10MB max.)
    c. include completed Cover Sheet with draft Index of Drawings for ALL disciplines required for project scope and applicable code compliance list.
    d. See specific minimum requirements for each discipline (if required for project scope):

Civil:	Provide concept Site Plan with grading and roadway layout
	Determine water supply and wastewater service
	If septic system is required, determine system type and size
Structural:	Determine concept structural system(s)
Architecture:	Plans, Elevations, overall Sections marked for Detail Sections
	Block-out window, door, finish and wall type schedules
Electrical:	Determine lighting type(s)
	Determine electrical distribution type(s)
	Review drawings for adequate space for electrical system(s)
	Initiate contacts with electric and telephone service providers
Mechanical:	Determine HVAC type(s)
	Review drawings for adequate space for HVAC system(s)
Plumbing:	Verify adequate sanitary sewer fall from building elevation
IT:	TBD
Fire Systems:	Assessment of existing infrastructure and modification description
	Schematic conduit pathways

	Description of reconfiguration method.
Key & Access:	Plan for reader access to every door in facility
	Schematic conduit pathways
	Description of reconfiguration method

5) Updated design delivery schedule.

DESIGN DEVELOPMENT PHASE

The deliverable at the end of this phase represents approximately 60% of the design effort and is intended to verify that the drawings, design analysis, specifications, and cost estimate are proceeding in a timely manner and that the design criteria and previous review comments have been correctly interpreted.

This deliverable shall consist of the following PDF documents:

1) Budget Analysis
    a. If self-performed, Architect shall provide an updated opinion of probable cost
    b. If utilizing a professional cost estimator or participating in a CMAR project, coordinate with Cost Estimator or General Contractor to provide a detailed cost estimate based upon design development information.
2) Design Analysis developed to approximately 60% completion
3) Red-lined marked-up specification sections for ALL disciplines required for project scope.
4) Approximately 60% complete drawings including those addressing construction phasing
    a. Sheet size shall not exceed ANSI-D (22x34) at 150 dpi max.
    b. PDF documents shall be of emailable size (i.e. 10MB max.)
    c. See specific requirements for each discipline (if required for project scope):

Civil:	Provide refined Site Plan with grading, roadway and parking
	Establish license / service agreements for water and wastewater
	If septic system is required, submit permit application to Wilco OSSF
Structural:	Provide preliminary design of structural systems
	Assist in obtaining Geotech borings
Architectural:	Noted Plans, Elevations, and Sections
	Floor, wall, roof Sections marked for Details
	Draft window, door, finish and wall type Schedules
Electrical:	Light fixtures located on drawings
	Receptacles located on drawings
	Panels located on drawings
	Circuits laid-out in single-line form
	Fixture schedule 60% complete
	Panels schedule 60% complete
	Riser diagram(s) 60% complete
Mechanical:	Equipment schedule complete
	Equipment located
	Ductwork laid-out
	Diffuser schedule complete
Plumbing:	Plumbing fixtures located on drawings
	Plumbing lines laid-out
	Fixture schedule(s) 60% complete
	Riser diagram(s) 60% complete
IT:	TBD
Fire Systems:	Diagrammatic Existing Piping Locations
	Diagrammatic Alarm Location
	Fire Panel Location
	NAC Locations
Key & Access:	Key & Access head-in location

	Power Sources and details

5) Preliminary Material Finishes and Selections board
6) Updated design delivery schedule.
7) Sealed Site Permit drawings.

CONSTRUCTION DOCUMENTATION PHASE

*The deliverable at the end of this phase represents completion of proposed Construction Documents (**NO SEALS**) subject to incorporation of any review comments resulting from review of deliverable*.

This deliverable shall consist of the following PDF documents:

1) Budget Analysis
    a. If self-performed, Architect shall provide an updated opinion of probable cost
    b. If utilizing a professional cost estimator or participating in a CMAR project, coordinate with Cost Estimator or General Contractor to provide a final detailed cost estimate based upon construction documents.
2) Design Analysis with all items complete. It shall include all backup material previously submitted and revised (as necessary), all design calculations, all explanatory material giving the design rationale for any design decisions which would not be obvious to an engineer reviewing the final drawings and specifications.
3) Final edited specifications (**NO SEALS**).
4) Complete Drawings including those addressing project construction phasing. (**NO SEALS**)
    a. Sheet size shall not exceed ANSI-D (22x34) at 150 dpi max.
    b. PDF documents shall be of emailable size (i.e. 10MB max.)
    c. TDLR registration number included on Cover Sheet.
    d. See specific requirements for each discipline (if required for project scope):

Civil:	Details complete
	Approved licensing agreements and permits
Structural:	Details complete
Architecture:	Door / Window schedules complete
	Interior finish schedule(s) complete
	Details complete
Electrical:	Fixture schedule complete
	Panels schedule complete
	Riser diagram(s) complete
	Details complete
Mechanical:	Equipment schedule complete
	Diffuser schedule complete
	Details complete
Plumbing:	Fixture schedule complete
	Riser diagram(s) complete
	Irrigation connections complete (if required)
	Details complete
IT:	TBD
Fire Systems:	Alarm plans complete
	Suppression system Plans complete
Key & Access:	Key & Access plans complete
	Demountable Wall Coordination

5) Final Material Finishes and Selections board
6) Proposed construction schedule.

REGULATORY REVIEW & PERMITTING PHASE

The deliverable at the end of this phase includes BIM/AutoCAD files and permitted Construction Documents.

At the beginning of this phase provide the following PDF documents for record:

1) Sealed Construction Drawings.
    a. Sheet size shall not exceed ANSI-D (22x34) at 150 dpi max.
    b. PDF documents shall be of emailable size (i.e. 10MB max.)
2) Sealed Specifications.
3) Sealed Fire System Drawings.
4) Complete Drawings submitted to Registered Accessibility Specialist (RAS) for review.

This deliverable shall consist of updated **REVIT model / AutoCAD DWGs** and the following PDF documents:

1) Permitted Site Development Drawings.
    a. Sheet size shall not exceed ANSI-D (22x34) at 150 dpi max.
    b. PDF documents shall be of emailable size (i.e. 10MB max.)
2) Permitted Construction Drawings.
    a. Sheet size shall not exceed ANSI-D (22x34) at 150 dpi max.
    b. PDF documents shall be of emailable size (i.e. 10MB max.)
3) Permitted Specifications.
4) Permitted Fire Systems Drawings.

CONSTRUCTION CONTRACT BIDDING, AWARD, & EXECUTION PHASE

The deliverable at the end of this phase includes BIM/AutoCAD files and revised Construction Documents.

This deliverable shall consist of updated **REVIT model / AutoCAD DWGs** and the following PDF documents:

1) Construction Drawings Addenda.
    a. Sheet size shall not exceed ANSI-D (22x34) at 150 dpi max.
    b. PDF documents shall be of emailable size (i.e. 10MB max.)
2) Specifications Addenda.
3) Bid Tabulation

CONSTRUCTION ADMINISTRATION PHASE

Various deliverables are required throughout this phase

As required, provide the following PDF documents:

1) Copies of Change Orders and Supplementary Drawings
2) Copies of reviewed shop drawings and submittals
3) Conformed drawing set for each issuance of Architect's Supplemental Instructions.
4) Reviews of Contractor's Pay Applications
5) Punch list of items needing correction before Substantial Completion Inspection
6) Written notice that contract has been performed in general conformance with plans and specifications and is ready for Final Inspection.

PROJECT CLOSE-OUT PHASE

The deliverable at the end of this phase includes record BIM/AutoCAD files and record Construction Documents.

This deliverable shall consist of updated **REVIT model / AutoCAD DWGs** and the following PDF documents:

1) "Clean" PDF of Building Plan(s) w/ Room #s coordinated with Fire Marshal review.
2) Record Construction Drawings.
    a. Sheet size shall not exceed ANSI-D (22x34) at 150 dpi max.
    b. PDF documents shall be of emailable size (i.e. 10MB max.)
3) Record Specifications.
4) Record Fire System As-builts (including j-boxes and drop locations).
5) Record Key & Access As-builts (including j-boxes and drop locations).
6) Reviewed and compiled warranties, guarantees, and operation manuals, AHJ acceptance reports & certificates.

DELIVERABLE REVIEW STAMP

For standardization purposes during design Phases:

1) DO NOT track design review deliverables in the Revisions table of the Title Block.

2) Affix Interim Stamp with appropriate information in the location the Architect / Engineer seal will appear on each drawing sheet and Specifications title page.

3) See adjacent example for "Interim Stamp"



REJECTION OF DELIVERABLE

If the requirements of any deliverable phase are not met, the County will implement the following procedures:

1) The County will provide e-mail notice to Consultant that deliverable is rejected as soon as practical. Notice may include summary of deficiencies, red-line mark-ups, etc.

2) Consultant shall have seven (7) business days to resubmit with all required elements of the given review phase.

3) Within two (2) days of receipt of resubmission, the County will provide notice to Consultant that deliverable is accepted. At which point, the regular the County review process shall restart for the given review phase.

4) Rejected Consultant deliverables shall not impact overall deadline of the Project nor the review period allotted to the County officials.

5) Consultant shall provide an updated schedule showing interim submission date changes to make-up for any lost time.

6) Consultant shall not submit an invoice for 100% of phase fees until the County accepts a Phase deliverable as functionally complete.

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:
2025-1273502

Date Filed:
02/24/2025

Date Acknowledged:

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

Gessner Engineering, LLC
Bryan, 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.

PSA
Professional Services

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 Sarah Korpita, and my date of birth is [redacted].

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

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

Executed in Williamson County, State of Texas, on the 25 day of 2 (month), 2025 (year).

Sarah Korpita

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:
2025-1273502

Date Filed:
02/24/2025

Date Acknowledged:
02/26/2025

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

Gessner Engineering, LLC
Bryan, 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.

PSA
Professional Services

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 **12.**

Meeting Date: 03/11/2025

Master Service Contract #2025150 from Koetter Fire Protection of Austin, LLC for Fire Inspection and Repair Services for Facilities Management

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving a Master Service Agreement No 2025150 with Koetter Fire Protection of Austin, LLC for services as needed, in the not- to-exceed amount of Twenty-Four Thousand Five-Hundred Dollars ($24,500.00) per fiscal year and authorize the execution of the agreement.

Background

This Master Service Agreement (MSA) for fire protection inspection and repair services shall be in full force and effect when signed by all parties and shall continue for the current fiscal year through September 30, 2026. Three quotes have been provided for this “Off Contract” purchase. Origination ID# 2020. The funding source shall be per project and the point of contact is Christi Stromberg.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Koetter Fire Protection MSA 02.24.2025 - signed - FINAL 2.28.25_Redacted

Form 1295 Koetter Fire

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	03/05/2025 03:17 PM
County Judge Exec Asst.	Andrea Schiele	03/06/2025 08:19 AM
Form Started By: Johnny Grimaldo		Started On: 03/03/2025 12:07 PM
Final Approval Date: 03/06/2025		

WILLIAMSON COUNTY
MASTER SERVICES AGREEMENT
Koetter Fire Protection of Austin, LLC

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

THIS 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 Koetter Fire Protection of Austin, LLC. (hereinafter "Koetter"), both of which are referred to herein as the parties. The County agrees to engage Koetter as an independent contractor, to provide certain services described herein pursuant to the following terms, conditions, and restrictions:

I.

Services: Koetter shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Koetter expressly acknowledges that he, she, or it is not an employee of the County. The services include Fire Alarm Services, Fire Sprinkler Services, Fire Extinguisher Services and Consulting Services on various County buildings, as outlined in each Statement of Work ("SOW") to be provided by Koetter 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 herein.

II.

Effective Date and Term: This MSA shall be in full force and effect when signed by all parties and shall continue through September 30, 2026, from effective date. Unless terminated sooner pursuant to paragraph IX below, if applicable, at the end of the agreement term, Williamson County Commissioners Court reserves the right to renew the agreement for additional fiscal years, by mutual agreement of both parties, as it deems to be in the best interest of Williamson County.

III.

Consideration and Compensation: Koetter will be compensated based on a fixed sum as set out in **Exhibit "A"**. The not-to-exceed amount shall be Twenty-Four Thousand, Five Hundred Dollars ($24,500.00) per fiscal year.

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

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

IV.

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

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

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

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

d. Comprehensive automobile and auto liability insurance (covering owned, hired,

leased and non-owned vehicles):

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

Koetter, 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, Koetter 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 Koetter shall not in any sense be considered a partner or joint venturer with the County, nor shall Koetter hold itself out as an agent or official representative of the County. Koetter 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 Koetter or failure to act relating to the services being provided.

VI.

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, THE KOETER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE SSCI, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. SSCI HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED

PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

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

VII.

No Waiver of Sovereign Immunity or Powers: Nothing in this MSA will be deemed to constitute a waiver of sovereign immunity or powers of the County, the Williamson County Commissioners Court, or the Williamson County Judge. Additionally, the parties agree that under the Constitution and laws of the State of Texas, the County cannot enter into an agreement whereby the County agrees to indemnify or hold harmless another party; therefore, all references of any kind to County defending, indemnifying, holding, or saving harmless Koetter for any reason are hereby deleted.

VIII.

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

IX.

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

X.

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

XI.

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

XII.

Right to Audit: Koetter 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 Koetter which are directly pertinent to the services to be performed under this MSA for the purposes of making audits, examinations, excerpts, and transcriptions. Koetter agrees that the County shall have access during normal working hours to all necessary Koetter 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 Koetter reasonable advance notice of intended audits.

XIII.

Good Faith Clause: Koetter agrees to act in good faith in the performance of this MSA.

XIV.

No Assignment: Koetter may not assign this MSA without prior written consent.

XV.

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

XIX.

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

XX.

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

XXI.

Entire Contract & Incorporated Documents; Conflicting Terms: This MSA constitutes the entire agreement between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated into this MSA include the following:

A. Koetter Quote No. 2019468, for Fire Alarm and Fire Sprinkler services and Quote No. 2019495, for Fire Extinguisher Services, attached and marked as **Exhibit "A";**
B. Insurance certificates evidencing coverages required herein above; and
C. Any Amendments agreed to by both parties.

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

XXII.

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

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

WILLIAMSON COUNTY:	**Koetter Fire Protection of Austin, LLC:**
_____	_____
Authorized Signature	Authorized Signature
_____	Jason Ferguson
County Judge/Presiding Officer	Printed Name
Dated: _____ _____, 20___	Dated: February 26, 2025

Exhibit "A"

Quotes No. [redacted] and [redacted]

KOETTER FIRE PROTECTION
OF AUSTIN, LLC
"ALL YOU NEED TO KNOW ABOUT FIRE PROTECTION"
A Pye-Barker Fire & Safety Company

From

Koetter Fire Protection of Austin, LLC

16069 Central Commerce Drive
Pflugerville TX 78660
5122517888
www.koetterfire.com
"All You Need to Know About Fire Protection"

Quote No.	[redacted]
Type	Service Call
Prepared By	Tami Amen
Created On	02/17/2025
Valid Until	02/28/2025

Quote For

Williamson County

Williamson County All Locations Quote
3101 Southeast Inner Loop
Georgetown TX 78626
512-943-1599

Description of Work

Master Service Agreement 2025

Fire Alarm and Fire Sprinkler

Hourly Rate $165.00
After Hours Rate $247.50

Services to be completed

[Alarm Systems] Location - Building
Master Service Agreement 2025

Fire Alarm

Hourly Rate $165.00

After Hours Rate $247.50

Sprinkler
Master Service Agreement 2025

Fire Sprinkler

Hourly Rate $165.00

After Hours Rate $247.50

Terms and Conditions

TERMS:

Upon acceptance by your signature below, and unless otherwise agreed by in writing, the terms of this proposal are as follows:

1. All new customers will be required to complete a credit application with Koetter Fire Protection in order to extend credit and establish billing. If credit is not offered, nor applied for, then payment is due before work begins.

Upon approval of credit by Koetter Fire Protection: 100% of all materials, labor, and equipment supplied will be paid by you on or before thirty (30) days following submission of an invoice by Koetter Fire Protection. Koetter Fire Protection does not assume and expressly disclaims any responsibility for non-payment to you by

the project owner(s), and your obligation to make such payments to Koetter Fire Protection is not contingent in any way upon your receipt of like payment(s) from the project owner(s). Credit card payments will incur an additional 3% processing charge.

2. Koetter Fire Protection agrees to indemnify you and the project owner from any reasonable losses due to personal injury or property damage directly caused by or arising directly from, in whole or in part, an act or omission of Koetter Fire Protection or anyone directly employed by Koetter Fire Protection, but only to the percentage and extent of negligence Koetter Fire Protection contributing to loss.

3. Should Koetter Fire Protections work be delayed, accelerated, hindered, interfered with, or obstructed in any manner and by any person or entity other than Koetter Fire Protection, you agree, in addition to giving an extension of time for performance, to reimburse Koetter Fire Protection for all costs, including overhead and profit, associated therewith.

4. Notice to proceed for service and repair calls will be invoiced at an hourly rate of $185, per technician, during normal working hours with a two hour minimum. After-hours and emergency response have an hourly rate of $277.50 with a four hour minimum. Quoted and not to exceed pricing must be requested in writing by the customer, or T&M rates will be the prevailing invoice method.

5. This proposal is based on the work to take place during normal working hours Mon-Fri, 7am-4pm. Our standard one-year warranty is included. Any work performed by other than Koetter Fire Protection may void that warranty.

6. The term of this Agreement shall be twelve (12) months from the date and shall be automatically renewed each year thereafter until the same shall be terminated by either party on at least thirty (30) days written notice being given to the other party prior to the anniversary date thereof. Service Contractors then current charges shall apply for renewal period.

7. Our proposal does not include any escalation or price protection associated with the proposed new tariffs that may affect both foreign and domestic products. Any impact to material costs directly or indirectly caused by the tariffs will be priced as a change order to the base contract amount.

By my signature below, I authorize work to begin and agree to pay the Grand Total according to the terms and conditions of this agreement.

Name: _____ Date: _____

Signature: _____

KOETTER FIRE PROTECTION
OF AUSTIN, LLC
"ALL YOU NEED TO KNOW ABOUT FIRE PROTECTION"
A Pye-Barker Fire & Safety Company

From

Koetter Fire Protection of Austin, LLC

16069 Central Commerce Drive
Pflugerville TX 78660
5122517888
www.koetterfire.com
"All You Need to Know About Fire Protection"

Quote No. [redacted]

Type	Repair
Prepared By	Tami Amen
Created On	02/19/2025
Valid Until	02/28/2025

Quote For

Williamson County

Williamson County All Locations Quote
3101 Southeast Inner Loop
Georgetown TX 78626
512-943-1599

Description of Work

Prices for Extinguisher Services-

Inspections- $13.00

6 Year Maintenance
2.5# ABC $35.00
5# ABC $40.00
10# ABC $50.00
20# ABC $55.00

Hydrostatic Testing
2.5# ABC $40.00
5# ABC $45.00
10# ABC $55.00
20# ABC $60.00

Recharges
2.5# ABC $40.00
5# ABC $45.00
10# ABC $55.00
20# ABC $60.00

Services to be completed

Portable Extinguishers
Prices for Extinguisher Services-

Inspections- $13.00

6 Year Maintenance

2.5# ABC $35.00

5# ABC $40.00

10# ABC $50.00

20# ABC $55.00

Hydrostatic Testing

2.5# ABC $40.00

5# ABC $45.00

10# ABC $55.00

20# ABC $60.00

Recharges

2.5# ABC $40.00

5# ABC $45.00

10# ABC $55.00

20# ABC $60.00

Terms and Conditions

TERMS:

Upon acceptance by your signature below, and unless otherwise agreed by in writing, the terms of this proposal are as follows:

1. All new customers will be required to complete a credit application with Koetter Fire Protection in order to extend credit and establish billing. If credit is not offered, nor applied for, then payment is due before work begins.

Upon approval of credit by Koetter Fire Protection: 100% of all materials, labor, and equipment supplied will be paid by you on or before thirty (30) days following submission of an invoice by Koetter Fire Protection. Koetter Fire Protection does not assume and expressly disclaims any responsibility for non-payment to you by the project owner(s), and your obligation to make such payments to Koetter Fire Protection is not contingent in any way upon your receipt of like payment(s) from the project owner(s). Credit card payments will incur an additional 3% processing charge.

2. Koetter Fire Protection agrees to indemnify you and the project owner from any reasonable losses due to personal injury or property damage directly caused by or arising directly from, in whole or in part, an act or omission of Koetter Fire Protection or anyone directly employed by Koetter Fire Protection, but only to the percentage and extent of negligence Koetter Fire Protection contributing to loss.

3. Should Koetter Fire Protections work be delayed, accelerated, hindered, interfered with, or obstructed in any manner and by any person or entity other than Koetter Fire Protection, you agree, in addition to giving an extension of time for performance, to reimburse Koetter Fire Protection for all costs, including overhead and profit, associated therewith.

4. Notice to proceed for service and repair calls will be invoiced at an hourly rate of $185, per technician, during normal working hours with a two hour minimum. After-hours and emergency response have an hourly rate of $277.50 with a four hour minimum. Quoted and not to exceed pricing must be requested in writing by the customer, or T&M rates will be the prevailing invoice method.

5. This proposal is based on the work to take place during normal working hours Mon-Fri, 7am-4pm. Our standard one-year warranty is included. Any work performed by other than Koetter Fire Protection may void that warranty.

6. The term of this Agreement shall be twelve (12) months from the date and shall be automatically renewed each year thereafter until the same shall be terminated by either party on at least thirty (30) days written notice being given to the other party prior to the anniversary date thereof. Service Contractors then current charges shall apply for renewal period.

7. Our proposal does not include any escalation or price protection associated with the proposed new tariffs that may affect both foreign and domestic products. Any impact to material costs directly or indirectly caused by the tariffs will be priced as a change order to the base contract amount.

By my signature below, I authorize work to begin and agree to pay the Grand Total according to the terms and conditions of this agreement.

Name: _____ Date: _____

Signature: _____

Koetter Fire Protection MSA 02.24.2025

Final Audit Report 2025-02-27

Created:	2025-02-26
By:	Ben Rollins (brollins@koetterfireprotection.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAOU2eoaYOfEhUGS_cQSlfAZTg0PPVuoH7

"Koetter Fire Protection MSA 02.24.2025" History

Document created by Ben Rollins (brollins@koetterfireprotection.com)
2025-02-26 - 2:46:54 PM GMT- IP address: 12.118.15.70

Document emailed to Jason Ferguson (jferguson@koetterfireprotection.com) for signature
2025-02-26 - 2:47:02 PM GMT

Email viewed by Jason Ferguson (jferguson@koetterfireprotection.com)
2025-02-27 - 4:00:01 PM GMT- IP address: 104.47.58.254

Document e-signed by Jason Ferguson (jferguson@koetterfireprotection.com)
Signature Date: 2025-02-27 - 4:00:30 PM GMT - Time Source: server- IP address: 12.118.15.70

Agreement completed.
2025-02-27 - 4:00:30 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:
2025-1272138

Date Filed:
02/20/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Koetter Fire Protection of Austin, 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 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.
2025150
Fire Alarm and Fire Sprinkler Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Pye-Barker Fire & Safety LLC	Alpharetta, GA United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

My address is [redacted] US
(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 26 day of Febr. (month), 2025 (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:
2025-1272138

Date Filed:
02/20/2025

Date Acknowledged:
03/03/2025

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

Koetter Fire Protection of Austin, 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 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.

2025150
Fire Alarm and Fire Sprinkler Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Pye-Barker Fire & Safety LLC	Alpharetta, GA 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 **13.**

Meeting Date: 03/11/2025

Construction Service #2025162 with Cotton Commercial USA, Inc. dba Target Solutions 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 authorizing the Agreement for Construction Service No. 2025162 with Cotton Commercial USA, Inc. dba Target Solutions, in the not exceed amount of Fourteen Thousand One Hundred Twenty-Five Dollars ($14,125.00), pursuit to TIPS Cooperative # 210603 and authorize the execution of the agreement.

Background

This agreement is to furnish and install roughly 281 lf of TPO walkpads connecting roof hatch and HVAC units at the Georgetown Annex located at 100 Wilco Way, Georgetown, TX. A detailed scope of work is provided. Contract Audit and General Counsel reviewed. The funding source is 01.0100.1043.004509, and the point of contact is Christy Matoska.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

GTA Roof Walkway Mats_Target Solutions_Agreement for Construction Services_2025.02.10

Form 1295 Cotton Commercial dba Target SolutionsComplete

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	03/05/2025 03:12 PM
County Judge Exec Asst.	Andrea Schiele	03/06/2025 08:21 AM
Form Started By: Johnny Grimaldo		Started On: 03/03/2025 12:07 PM
Final Approval Date: 03/06/2025		

Agreement for Construction Services

This Agreement ("Agreement") between Williamson County, Texas, a political subdivision of the State of Texas ("Owner") and Cotton Commercial USA, Inc. DBA Target Solutions ("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 Georgetown Annex – Roof Walkway Mats (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 **Fourteen Thousand One Hundred Twenty-Five Dollars ($14,125.)** 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 **twenty (20) 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,	$1,000,000

completed operations
and contractual)

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.

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

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

6.5.2 Workers' Compensation Insurance Coverage:

1. Definitions:

   (a) Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the Project.

   (b) Duration of the Project - includes the time from the beginning of the work on the Project until the Contractor's/person's work on the Project has been completed and accepted by the Owner.

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

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

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

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

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

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

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

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

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

(e) retain all required certificate of coverage on file for the duration of the Project and for one year thereafter;
(f) notify the Owner in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project; and

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

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

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

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

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

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

6.5.6 The furnishing of the above listed insurance coverage, as may be modified by the Agreement, must be tendered prior to execution of the Agreement/Contract, and in no event later than ten (10) days from Notice of Award.

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

6.5.8 Owner shall be entitled, upon request, and without expense, to receive complete copies of the policies with all endorsements and may make any reasonable requests for deletion, or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon the

Parties or the underwriter of any of such polices. Damages caused by the Contractor and not covered by insurance shall be paid by the Contractor.

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

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

ARTICLE 7 INDEMNITY:

7.1 INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, Contractor SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF OWNER'S CHOOSING), AND HOLD HARMLESS OWNER, AND OWNER'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF CONTRACTOR, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE PROJECT SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. 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,.

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 twenty-four (24) months** following Final Completion and final payment. Just before the warranty period expires, Contractor shall attend an on-site meeting with the Owner to ensure that all warranty issues have been identified and properly remedied.

ARTICLE 9 PREVAILING WAGE RATE:

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 10 INTENTIONALLY DELETED

ARTICLE 11 TERMINATION OR SUSPENSION OF THE AGREEMENT

11.1 Termination by Contractor

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

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

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

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

11.2 Termination by the Owner for Cause

11.2.1 The Owner may terminate the Agreement if the Contractor:

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

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

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

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

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

11.3 Suspension by the Owner for Convenience

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

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

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

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

11.4 Termination by the Owner for Convenience

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

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

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

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

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

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

ARTICLE 12 MISCELLANEOUS PROVISIONS:

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

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

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

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

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

12.4 Governing Law and Venue. This Agreement and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without reference to its conflicts of law provisions. Williamson County, 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; and
4. 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; and
4. All Change Orders and any other Modifications issued after the Effective Date of this Agreement.

BY SIGNING BELOW, the Parties have executed and bound themselves to this Agreement to be effective as of the date of the last party's execution hereof.

OWNER:	**CONTRACTOR:**
WILLIAMSON COUNTY, TEXAS, a political subdivision of the state of Texas	Cotton Commercial USA, Inc. DBA Target Solutions
By: _____	By: _____
Printed Name: _____	Printed Name: Justin Philpott
Title: _____	Title: COO of Target Solutions
Date: _____	Date: 02-10-2025

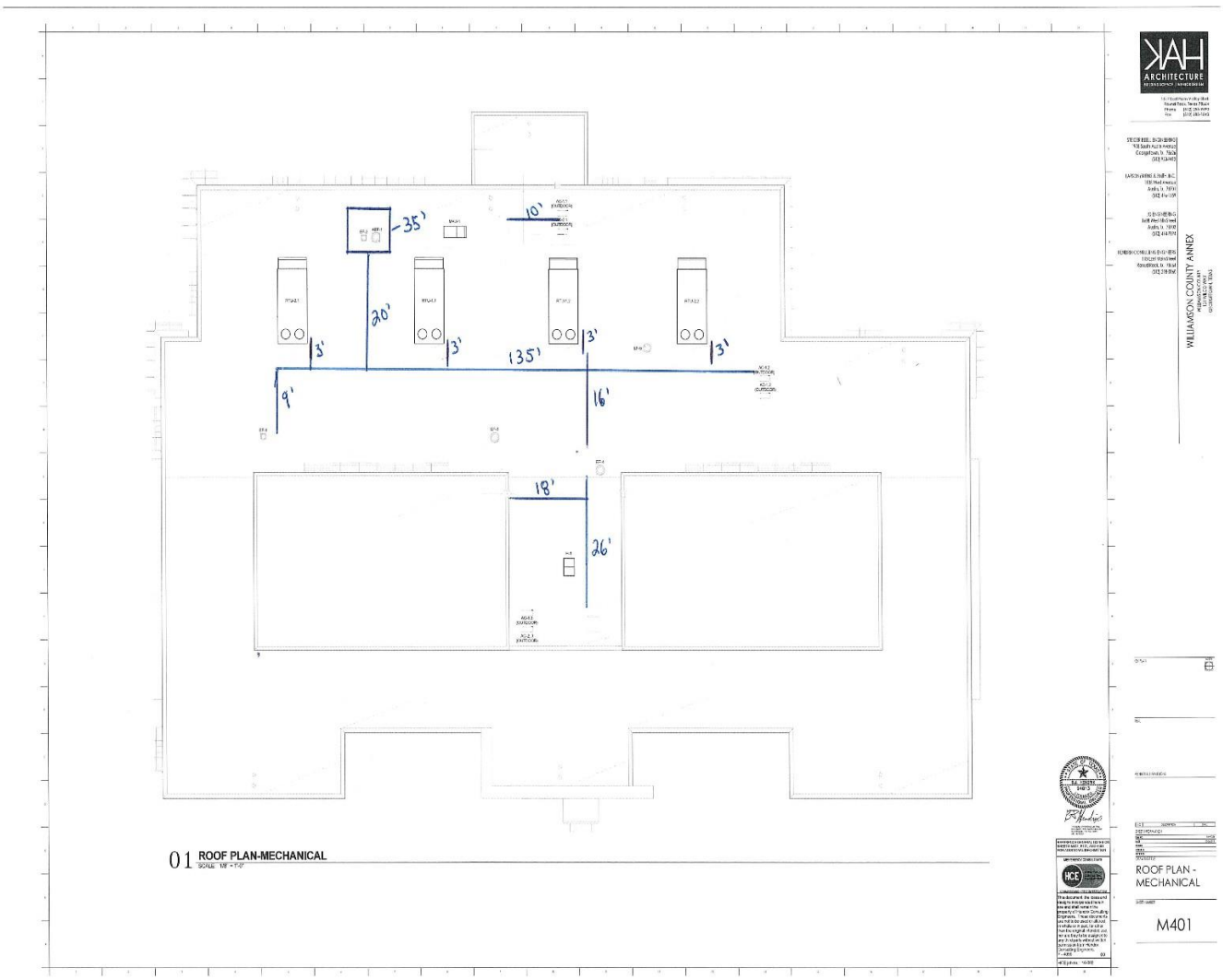
Exhibit "A"

Plans and Specifications

Location of Work: Georgetown Annex, 100 Wilco Way, Georgetown, TX 78626

Scope of Work:

1. Contractor to furnish and install roughly 281 lf of TPO walkpads connecting roof hatch and HVAC units, layout defined by Williamson County personnel.
2. Contractor will remove all debris and dispose of in accordance with state and local requirements.
3. Includes 2-year workmanship warranty provided by Contractor
4. Includes contractor's General Liability and Workers Compensation Insurance





TARGET SOLUTIONS
A COTTON COMPANY

ROOFING PROPOSAL

Williamson County Annex
100 Wilco Way, Georgetown, TX 78626
February 4, 2025

PROPOSAL
Description of Bid: Walkpads

1. Furnish and install roughly 281lf of TPO walkpads connecting roof hatch and HVAC units, layout defined by Williamson County personnel.
2. Remove all debris and dispose of in accordance with state and local requirements.
3. Includes 2-year workmanship warranty provided by Target Solutions.
4. Includes contractor's General Liability and Workers Compensation Insurance.

Target Solutions will perform above scope of work. Any cost for additional work performed outside of this scope will be Client's responsibility.

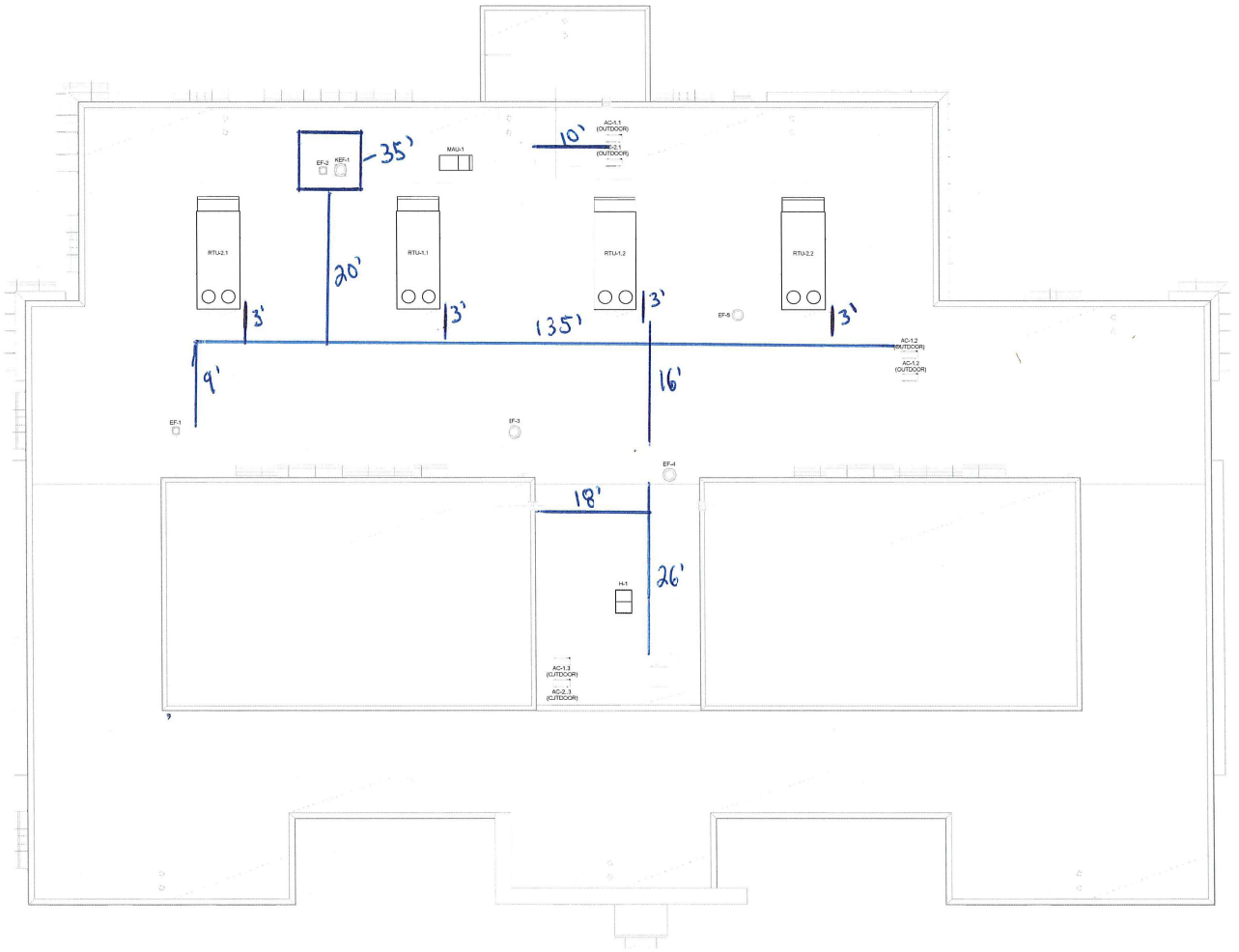
TIPS # 210603

BID TOTAL:
($14,125.00) Fourteen Thousand One Hundred Twenty-Five Dollars and 00/100

Exclusions:
1. HVAC, Plumbing or Electrical Work
2. Curb Replacement

*Proposal is only valid for 30 days from submission date.

Document Ref: RM3UB-TF64M-IPJZJ-YNHGW



01 **ROOF PLAN-MECHANICAL**
SCALE: 1/8" = 1'-0"

KAH ARCHITECTURE
BUILDING SCIENCE | INTERIOR DESIGN
1517 East Palm Valley Blvd.
Round Rock, Texas 78664
Phone (512) 255-7490
Fax (512) 388-8413

STEGER BIELL ENGINEERING
1978 South Austin Avenue
Georgetown, Tx. 78626
(512) 930-9412

LARSON&BLEVINS & SWBH, INC.
1106 West Avenue
Austin, Tx. 78701
(512) 476-1539

JG ENGINEERING
1408 West 6th Street
Austin, Tx. 78703
(512) 474-9914

HENDRIX CONSULTING ENGINEERS
113 East Main Street
Round Rock, Tx. 78664
(512) 218-0060

WILLIAMSON COUNTY ANNEX
WILLIAMSON COUNTY
TEXAS
GEORGETOWN, TEXAS

KEY PLAN

SEAL

REVISIONS & SUBMISSIONS

NO.	DESCRIPTION	DATE
SHEET INFORMATION		
DATE		10/17/16
JOB		16-002
DRAWN		
CHECKED		
SCALE		

DRAWING TITLE
ROOF PLAN - MECHANICAL

SHEET NUMBER
M401

REFERENCE GENERAL NOTES ON SHEET M001 OF THIS SET FOR ADDITIONAL INFORMATION

MEP/FP/ENERGY CONSULTANTS
HCE
HENDRIX CONSULTING ENGINEERS

This document, the ideas and designs incorporated herein are and shall remain the property of Hendrix Consulting Engineers. These documents are not to be used or altered, in whole or in part, for other than the original intended use, nor are they to be assigned to any third party without written permission from Hendrix Consulting Engineers.

HCE job no. 16-002

Signature Certificate

Reference number: RM3UB-TF64M-IPJZJ-YNHGW

Signer	Timestamp	Signature
Justin Philpott Email: justin.philpott@cottonteam.com		
Sent:	10 Feb 2025 21:41:49 UTC	
Viewed:	10 Feb 2025 21:43:26 UTC	
Signed:	10 Feb 2025 21:43:38 UTC	
Recipient Verification:		IP address: 71.78.146.10
✔Email verified	10 Feb 2025 21:43:26 UTC	Location: Waco, United States

Document completed by all parties on:
10 Feb 2025 21:43:38 UTC

Signed with PandaDoc

PandaDoc is a document workflow and certified eSignature solution trusted by 50,000+ companies worldwide.

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:
2025-1267518

Date Filed:
02/10/2025

Date Acknowledged:

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

Cotton Commercial USA Inc
Katy, TX United States

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

Williamson County

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

TIPS 210603
Georgetown Annex – Roof Walkway Mats

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 Justin Philpott, and my date of birth is [redacted].

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

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

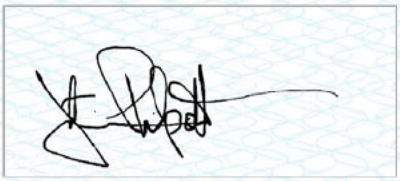
Executed in McLennan County, State of Texas, on the 10 day of February (month), 2025 (year).

Signature of authorized agent of contracting business entity
(Declarant)

Document Ref: YGMF5-VFNV2-D6AN7-OSANR

Signature Certificate

Reference number: YGMF5-VFNV2-D6AN7-OSANR

Signer	Timestamp	Signature
Justin Philpott Email: justin.philpott@cottonteam.com		
Sent:	10 Feb 2025 22:54:40 UTC	
Viewed:	10 Feb 2025 22:55:38 UTC	
Signed:	10 Feb 2025 22:55:47 UTC	
Recipient Verification:		IP address: 174.246.195.207
✔Email verified	10 Feb 2025 22:55:38 UTC	Location: San Antonio, United States

Document completed by all parties on:
10 Feb 2025 22:55:47 UTC

Signed with PandaDoc

PandaDoc is a document workflow and certified eSignature solution trusted by 50,000+ companies worldwide.

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:
2025-1267518

Date Filed:
02/10/2025

Date Acknowledged:
02/28/2025

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

Cotton Commercial USA Inc
Katy, TX United States

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

Williamson County

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

TIPS 210603
Georgetown Annex – Roof Walkway Mats

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 **14.**

Meeting Date: 03/11/2025

Construction Services #2025163 Mayans Concrete, LLC, for CTTC Fire Pump Floor 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 an Agreement for Construction Services No. 2025163 with Mayans Concrete, LLC for CTTC Fire Pump Floor, in the amount of Four Thousand Two Hundred Dollars ($4,200.00), and authorize the execution of the agreement.

Background

This Agreement for Construction Services is for CTTC Fire Pump Floor, located at 601 N Alligator St., Granger, TX. This purchase complies with purchasing policy. Contract Audit and General Counsel reviewed. The funding source is ARPA 445P CTTC Generators, and the point of contact is Christy Matoska.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CTTC_Fire Pump Floor_Mayans_Construction Agreement

Form 1295 Mayan Concrete LLC complete

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	03/05/2025 03:52 PM
County Judge Exec Asst.	Andrea Schiele	03/06/2025 08:23 AM
Form Started By: Johnny Grimaldo		Started On: 03/03/2025 12:07 PM
Final Approval Date: 03/06/2025		

Agreement for Construction Services

This Agreement ("Agreement") between Williamson County, Texas, a political subdivision of the State of Texas ("Owner") and Mayans Concrete 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 CTTC – Fire Pump Floor (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 **Four Thousand Two Hundred Dollars ($4,200.)** in accordance with the terms and conditions of this Agreement.

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

ARTICLE 4 CONTRACT TIME:

4.1 Contractor shall commence the Work upon instruction to do so from the Owner and shall achieve Substantial Completion within **thirty (30) calendar days** from the date the Work is commenced; provided, however, Owner may extend said time period in the event bad weather affects the progress of the Work. Unless otherwise specified in writing, Contractor shall achieve Final Completion within **thirty (30) calendar days of Substantial Completion**. Owner shall determine when the Project has been fully and finally completed to its satisfaction. The time set forth for completion of the work is an essential element of the Agreement.

4.2 Liquidated Damages.

Contractor acknowledges and recognizes that Owner is entitled to full and beneficial occupancy and use of the completed Work following expiration of the Contract Time and that Owner has entered into, or will enter into, binding agreements upon Contractor's achieving Substantial Completion of the Work within the Contract Time. Contractor further acknowledges and agrees that if Contractor fails to complete substantially or cause the Substantial Completion of any Phase

of the Work within the Contract Time, Owner will sustain extensive damages and serious loss as a result of such failure. In the cases of missed scheduled events, which incur exact losses of revenue and exact expenses for fees and other cancellation costs, Contractor shall be responsible for the exact amount of damages sustained by Owner. In other cases, the exact amount of such damages will be extremely difficult to ascertain. Therefore, Owner and Contractor agree as set forth below:

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

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

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

ARTICLE 5 PAYMENT:

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

ARTICLE 6 CONTRACTOR'S GENERAL RESPONSIBILITIES AND COVENANTS:

6.1 Contractor shall render, diligently and competently in accordance with the highest standards used in the profession, all Contractor services which shall be necessary or advisable for the expeditious, economical and satisfactory completion of the Project. Contractor agrees to use its best efforts, skill, judgment, and abilities to perform its obligations and to further the interests of Owner in accordance with Owner's requirements and procedures.

6.2 Contractor's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the Owner nor shall the Contractor be released from any liability by reason of such approval by the Owner, it being understood that the Owner at all times is ultimately relying upon the Contractor's skill and knowledge in performing the services required hereunder.

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

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

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

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

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

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

COVERAGE	PER OCCURRENCE
Commercial General Liability (including premises,	$1,000,000

completed operations
and contractual)

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.

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

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

6.5.2 Workers' Compensation Insurance Coverage:

1. Definitions:

   (a) Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the Project.
   (b) Duration of the Project - includes the time from the beginning of the work on the Project until the Contractor's/person's work on the Project has been completed and accepted by the Owner.
   (c) Coverage – Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).
   (d) Persons providing services on the Project ("subcontractor") - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the Project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the Project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

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

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

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

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

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

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

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

(e) retain all required certificate of coverage on file for the duration of the Project and for one year thereafter;
(f) notify the Owner in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project; and

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

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

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

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

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

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

6.5.6 The furnishing of the above listed insurance coverage, as may be modified by the Agreement, must be tendered prior to execution of the Agreement/Contract, and in no event later than ten (10) days from Notice of Award.

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

6.5.8 Owner shall be entitled, upon request, and without expense, to receive complete copies of the policies with all endorsements and may make any reasonable requests for deletion, or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon the

Parties or the underwriter of any of such polices. Damages caused by the Contractor and not covered by insurance shall be paid by the Contractor.

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

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

ARTICLE 7 INDEMNITY:

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

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

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

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

ARTICLE 11 TERMINATION OR SUSPENSION OF THE AGREEMENT

11.1 Termination by Contractor

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

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

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

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

11.2 Termination by the Owner for Cause

11.2.1 The Owner may terminate the Agreement if the Contractor:

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

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

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

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

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

11.3 Suspension by the Owner for Convenience

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

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

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

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

11.4 Termination by the Owner for Convenience

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

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

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

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

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

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

ARTICLE 12 MISCELLANEOUS PROVISIONS:

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

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

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

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

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

12.4 Governing Law and Venue. This Agreement and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without reference to its conflicts of law provisions. Williamson County, 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; and
4. 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; and
4. All Change Orders and any other Modifications issued after the Effective Date of this Agreement.

BY SIGNING BELOW, the Parties have executed and bound themselves to this Agreement to be effective as of the date of the last party's execution hereof.

OWNER:	**CONTRACTOR:**
WILLIAMSON COUNTY, TEXAS, a political subdivision of the state of Texas	Mayans Concrete, LLC.
By: _____	By: salvador Santos (Feb 27, 2025 16:06 CST)
Printed Name: _____	Printed Name: salvador Santos
Title: _____	Title: Owner
Date: _____	Date: _____

Exhibit “A”

Plans and Specifications

Location of Project: Central Texas Treatment Center, 601 Alligator Road, Granger, TX 76530

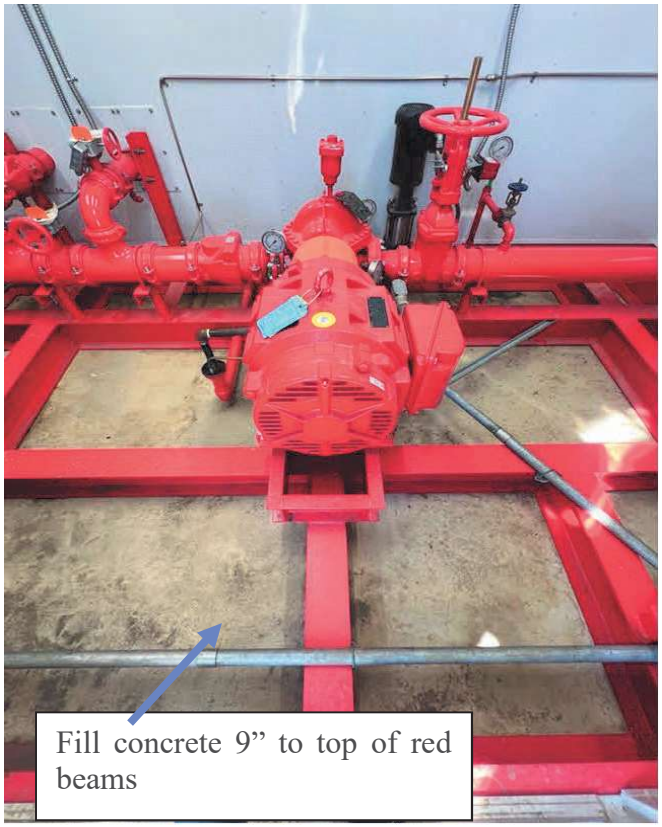
Scope of Work: Fire pump floor - Contractor will provide all labor, materials, equipment, and supervision necessary to complete the concrete portion of the project.

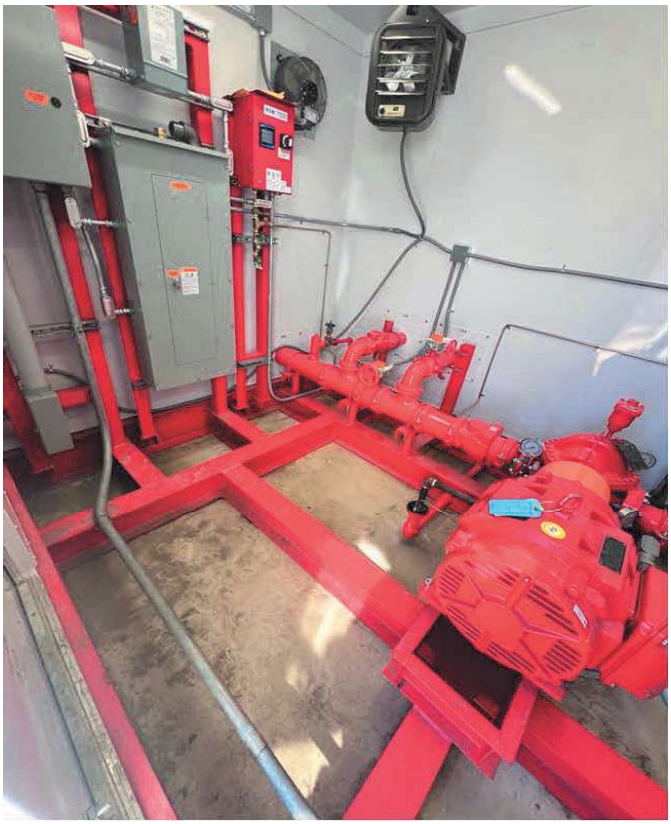
The following items are included by the Contractor:
• 135 Sqft. @ 9’’ – Concrete Slab
• Concrete Bougee
• Steel Pipe Cover
• All concrete will be 3,000 psi mix
• Labor and Materials • General clean-up of debris generated by our work only

Contractor Excluded items:
• Any lot preparation/vegetation removal or back fill of any area.
• Any demolition of any area.
• Any land surveying.
• Material testing, surveying or permits, to be provided by builder.
• Any colored concrete of patterned concrete.
• Any brick or concrete pavers.
• Road closures and traffic control, if required, to be the responsibility of the builder.
• Termite control.
• Any rock drilling or excavation.
• Subgrade to be prepared and approved by the others, to within +/- 1/10’ (balanced) of final subgrade
• Job access by homeowners
• Repair or removal of sprinklers
• Grass damage or repair
• Gas line damage or repair


FIRE PUMP




Fill concrete 9” to top of red beams



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:
2025-1273718

Date Filed:
02/25/2025

Date Acknowledged:

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

Mayans Concrete LLC
Georgetow, TX United States

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

Williamson County Facilities Management

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

#ARPA.1042
CTTC Fire Pump Floor

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Santos, Salvador	Georgetown TX, US	X	

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

6 UNSWORN DECLARATION

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

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

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

Executed in Williamson County, State of Texas, on the 25 day of Feb. (month), 20 25 (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:
2025-1273718

Date Filed:
02/25/2025

Date Acknowledged:
03/03/2025

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

Mayans Concrete LLC
Georgetow, TX United States

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

Williamson County Facilities Management

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

#ARPA.1042
CTTC Fire Pump Floor

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 **15.**

Meeting Date: 03/11/2025

Construction Services #2025164 Mayans Concrete, LLC, for ESOC Sidewalk Replacement and Trash Pad Extension Project 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 an Agreement for Construction Services No. 2025164 with Mayans Concrete, LLC for ESOC Sidewalk Replacement and Trash Pad Extension Project, in the amount of Thirteen Thousand Seven Hundred Seventy-Five Dollars ($13,775.00), and authorize the execution of the agreement.

Background

This Agreement for Construction Services is for ESOC Sidewalk Replacement and Trash Pad Extension Project, located at 911 Tracy Chambers Lane, Georgetown, TX. This purchase complies with purchasing policy. Contract Audit and General Counsel reviewed. The funding source is 01.0100.1071.004509, and the point of contact is Christy Matoska.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

ESOC Sidewalk and Trash Pad Extension_Mayans_Construction Agreement_2025.02.27

Form 1295 Mayans Concrete ESOC Complete

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	03/05/2025 03:05 PM
County Judge Exec Asst.	Andrea Schiele	03/06/2025 08:25 AM
Form Started By: Johnny Grimaldo		Started On: 03/03/2025 12:08 PM
Final Approval Date: 03/06/2025		

Agreement for Construction Services

This Agreement ("Agreement") between Williamson County, Texas, a political subdivision of the State of Texas ("Owner") and Mayans Concrete 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 ESOC – Sidewalk Replacement and Trash Pad Extension (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 **Thirteen Thousand Seven Hundred Seventy-Five Dollars ($13,775.)** 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 **sixty (60) 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,	$1,000,000

completed operations
and contractual)

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.

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

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

6.5.2 Workers' Compensation Insurance Coverage:

1. Definitions:

   (a) Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the Project.
   (b) Duration of the Project - includes the time from the beginning of the work on the Project until the Contractor's/person's work on the Project has been completed and accepted by the Owner.
   (c) Coverage – Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).
   (d) Persons providing services on the Project ("subcontractor") - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the Project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the Project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

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

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

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

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

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

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

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

(e) retain all required certificate of coverage on file for the duration of the Project and for one year thereafter;
(f) notify the Owner in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project; and

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

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

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

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

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

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

6.5.6 The furnishing of the above listed insurance coverage, as may be modified by the Agreement, must be tendered prior to execution of the Agreement/Contract, and in no event later than ten (10) days from Notice of Award.

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

6.5.8 Owner shall be entitled, upon request, and without expense, to receive complete copies of the policies with all endorsements and may make any reasonable requests for deletion, or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon the

Parties or the underwriter of any of such polices. Damages caused by the Contractor and not covered by insurance shall be paid by the Contractor.

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

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

ARTICLE 7 INDEMNITY:

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

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

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

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

ARTICLE 11 TERMINATION OR SUSPENSION OF THE AGREEMENT

11.1 Termination by Contractor

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

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

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

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

11.2 Termination by the Owner for Cause

11.2.1 The Owner may terminate the Agreement if the Contractor:

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

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

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

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

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

11.3 Suspension by the Owner for Convenience

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

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

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

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

11.4 Termination by the Owner for Convenience

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

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

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

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

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

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

ARTICLE 12 MISCELLANEOUS PROVISIONS:

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

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

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

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

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

12.4 Governing Law and Venue. This Agreement and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without reference to its conflicts of law provisions. Williamson County, 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; and
4. 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; and
4. All Change Orders and any other Modifications issued after the Effective Date of this Agreement.

BY SIGNING BELOW, the Parties have executed and bound themselves to this Agreement to be effective as of the date of the last party's execution hereof.

OWNER:	**CONTRACTOR:**
WILLIAMSON COUNTY, TEXAS, a political subdivision of the state of Texas	Mayans Concrete, LLC.
By: _____	By: salvador Santos (Feb 27, 2025 17:10 CST)
Printed Name: _____	Printed Name: salvador Santos
Title: _____	Title: Owner
Date: _____	Date: _____

Exhibit "A"

Plans and Specifications

Location of Project: Emergency Service Operations Center (ESOC), 911 Tracy Chambers Lane, Georgetown TX 78626

Scope of Work (Sidewalk Repair): Sidewalk replacement and trash truck pad extension at ESOC. Contractor will provide all labor, materials, equipment, and supervision necessary to complete the concrete portion of the project.

The following items are included by the Contractor:
• 450 Sq ft. – Sidewalk Tear out & haul off
• Pour back - Rebar #4 @ 18'' OC
• 1 Load - 1 1/4'' Base Material
• Plate Compactor Machine
• All concrete will be 3,000 psi mix
• 8 Ln ft - Curb Replacement
• Labor and Materials
• General clean-up of debris generated by our work only

Contractor Excluded items:
• Any lot preparation/vegetation removal or back fill of any area.
• Any land surveying.
• Material testing, surveying or permits, to be provided by builder.
• Any colored concrete of patterned concrete.
• Any brick or concrete pavers.
• Road closures and traffic control, if required, to be the responsibility of the builder.
• Termite control.
• Any rock drilling or excavation.
• Subgrade to be prepared and approved by the others, to within +/- 1/10' (balanced) of final subgrade
• Repair or removal of sprinklers
• Grass damage or repair
• Gas line damage or repair

Scope of Work (Trash Truck Pad): Contractor to provide all labor, material, equipment, and supervision to complete the concrete portion of this project.

The following items are included by the Contractor:
• 210 Sq ft. @ 5'' – Concrete Pad
• Rebar # 5 @ 12'' OC
• 54 Ln ft - Curb
• Additional 12'' - Existing Concrete
• 1 Load - Haul off
• 1 Load - 1 1/4'' Base Material
• Plate Compactor Machine
• All concrete will be 3,000 psi mix
• Labor and Materials
• General clean-up of debris generated by Contractor work only

Contractor Excluded items:
• Any lot preparation/vegetation removal or back fill of any area
• Any land surveying
• Material testing, surveying or permits, to be provided by Owner.
• Any colored concrete of patterned concrete.
• Any brick or concrete pavers.
• Road closures and traffic control, if required, to be the responsibility of the Owner.
• Termite control.
• Any rock drilling or excavation.
• Subgrade to be prepared and approved by the others, to within +/- 1/10’ (balanced) of final subgrade
• Repair or removal of sprinklers
• Grass damage or repair
• Gas line damage or repair

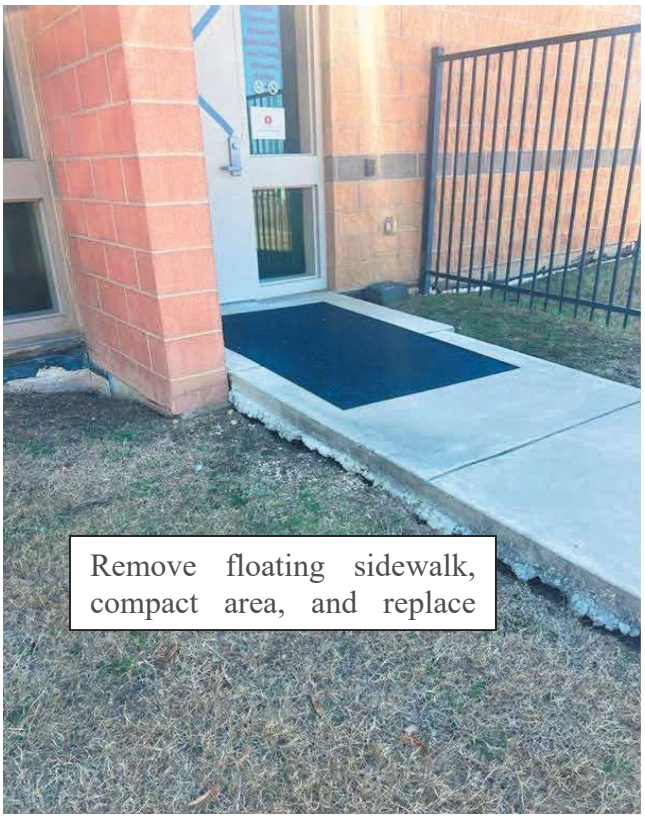


Extend concrete pad and add curbs





Remove sunken concrete, compact area, and replace sidewalk



Remove floating sidewalk, compact area, and replace

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:
2025-1273726

Date Filed:
02/25/2025

Date Acknowledged:

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

Mayans Concrete LLC
Georgetown, TX United States

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

Williamson County Facilities Management

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

Contract ID #4509.1071.001
ESOC Sidewalk Replacement

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Santos Villanueva, Salvador	Georgetown, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

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

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

Executed in Williamson County, State of Texas, on the 25 day of Feb. (month), 20 25 (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:
2025-1273726

Date Filed:
02/25/2025

Date Acknowledged:
03/03/2025

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

Mayans Concrete LLC
Georgetown, TX United States

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

Williamson County Facilities Management

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

Contract ID #4509.1071.001
ESOC Sidewalk Replacement

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Santos Villanueva, Salvador	Georgetown, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

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

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

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

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

Commissioners Court - Regular Session **16.**

Meeting Date: 03/11/2025

Approval of Agreement for Construction Services #2025165 Mayans Concrete, LLC, for CTTC Sidewalk Repairs 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 an Agreement for Construction Services No. 2025165 with Mayans Concrete, LLC for CTTC Sidewalk Repairs, in the amount of Three Thousand Five Hundred Dollars ($3,500.00), and authorize the execution of the agreement.

Background

This Agreement for Construction Services is for CTTC Sidewalk Repairs, located at 601 N Alligator St, Granger, TX. This purchase complies with purchasing policy. Contract Audit and General Counsel reviewed. The funding source is 01.0100.1042.004509, and the point of contact is Christy Matoska.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CTTC_Sidewalk Repairs_Mayans_Construction Agreement_2025.02.27

Form 1295 Mayan Concrete Complete

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	03/05/2025 02:57 PM
County Judge Exec Asst.	Andrea Schiele	03/05/2025 03:00 PM
Form Started By: Johnny Grimaldo		Started On: 03/03/2025 12:08 PM
Final Approval Date: 03/05/2025		

Agreement for Construction Services

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

ARTICLE 2 CONTRACT PRICE: Owner agrees to pay to the Contractor, for the satisfactory performance of the Work, the sum of **Three Thousand Five Hundred Dollars ($3,500.)** in accordance with the terms and conditions of this Agreement.

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

ARTICLE 4 CONTRACT TIME:

4.1 Contractor shall commence the Work upon instruction to do so from the Owner and shall achieve Substantial Completion within **thirty (30) calendar days** from the date the Work is commenced; provided, however, Owner may extend said time period in the event bad weather affects the progress of the Work. Unless otherwise specified in writing, Contractor shall achieve Final Completion within **thirty (30) calendar days of Substantial Completion**. Owner shall determine when the Project has been fully and finally completed to its satisfaction. The time set forth for completion of the work is an essential element of the Agreement.

4.2 Liquidated Damages.

Contractor acknowledges and recognizes that Owner is entitled to full and beneficial occupancy and use of the completed Work following expiration of the Contract Time and that Owner has entered into, or will enter into, binding agreements upon Contractor's achieving Substantial Completion of the Work within the Contract Time. Contractor further acknowledges and agrees that if Contractor fails to complete substantially or cause the Substantial Completion of any Phase

of the Work within the Contract Time, Owner will sustain extensive damages and serious loss as a result of such failure. In the cases of missed scheduled events, which incur exact losses of revenue and exact expenses for fees and other cancellation costs, Contractor shall be responsible for the exact amount of damages sustained by Owner. In other cases, the exact amount of such damages will be extremely difficult to ascertain. Therefore, Owner and Contractor agree as set forth below:

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

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

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

ARTICLE 5 PAYMENT:

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

ARTICLE 6 CONTRACTOR'S GENERAL RESPONSIBILITIES AND COVENANTS:

6.1 Contractor shall render, diligently and competently in accordance with the highest standards used in the profession, all Contractor services which shall be necessary or advisable for the expeditious, economical and satisfactory completion of the Project. Contractor agrees to use its best efforts, skill, judgment, and abilities to perform its obligations and to further the interests of Owner in accordance with Owner's requirements and procedures.

6.2 Contractor's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the Owner nor shall the Contractor be released from any liability by reason of such approval by the Owner, it being understood that the Owner at all times is ultimately relying upon the Contractor's skill and knowledge in performing the services required hereunder.

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

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

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

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

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

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

COVERAGE	PER OCCURRENCE
Commercial General Liability (including premises,	$1,000,000

completed operations
and contractual)

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.

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

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

6.5.2 Workers' Compensation Insurance Coverage:

1. Definitions:

   (a) Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the Project.
   (b) Duration of the Project - includes the time from the beginning of the work on the Project until the Contractor's/person's work on the Project has been completed and accepted by the Owner.
   (c) Coverage – Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).
   (d) Persons providing services on the Project ("subcontractor") - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the Project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the Project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

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

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

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

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

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

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

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

(e) retain all required certificate of coverage on file for the duration of the Project and for one year thereafter;
(f) notify the Owner in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project; and

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

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

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

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

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

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

6.5.6 The furnishing of the above listed insurance coverage, as may be modified by the Agreement, must be tendered prior to execution of the Agreement/Contract, and in no event later than ten (10) days from Notice of Award.

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

6.5.8 Owner shall be entitled, upon request, and without expense, to receive complete copies of the policies with all endorsements and may make any reasonable requests for deletion, or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon the

Parties or the underwriter of any of such polices. Damages caused by the Contractor and not covered by insurance shall be paid by the Contractor.

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

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

ARTICLE 7 INDEMNITY:

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

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

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

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

ARTICLE 11 TERMINATION OR SUSPENSION OF THE AGREEMENT

11.1 Termination by Contractor

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

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

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

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

11.2 Termination by the Owner for Cause

11.2.1 The Owner may terminate the Agreement if the Contractor:

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

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

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

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

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

11.3 Suspension by the Owner for Convenience

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

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

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

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

11.4 Termination by the Owner for Convenience

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

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

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

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

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

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

ARTICLE 12 MISCELLANEOUS PROVISIONS:

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

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

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

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

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

12.4 Governing Law and Venue. This Agreement and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without reference to its conflicts of law provisions. Williamson County, 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; and
4. 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; and
4. All Change Orders and any other Modifications issued after the Effective Date of this Agreement.

BY SIGNING BELOW, the Parties have executed and bound themselves to this Agreement to be effective as of the date of the last party's execution hereof.

OWNER:	**CONTRACTOR:**
WILLIAMSON COUNTY, TEXAS, a political subdivision of the state of Texas	Mayans Concrete, LLC.
By: _____	By: salvador Santos (Feb 27, 2025 17:13 CST)
Printed Name: _____	Printed Name: salvador Santos
Title: _____	Title: Owner
Date: _____	Date: _____

Exhibit "A"

Plans and Specifications

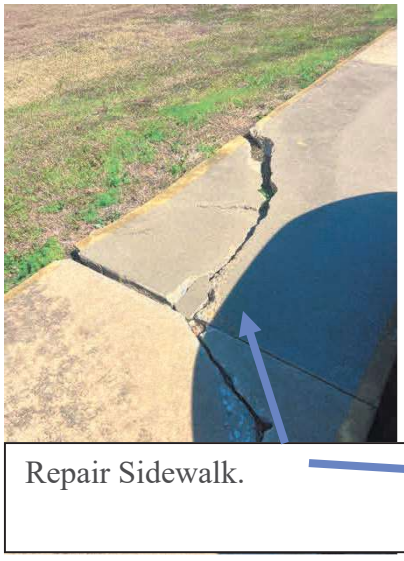
<u>Location of Project</u>: Central Texas Treatment Center, 601 Alligator Road, Granger, TX 76530

Scope of Work: Sidewalk repair. Contractor will provide all labor, materials, equipment, and supervision necessary to complete the concrete portion of the project.

The following items are included by the Contractor:
• 100 Sq. Ft. - Sidewalk Tear out and haul off
• Demolition
• Pourback - Rebar # 4 @ 18'' OC
• All concrete will be 3,000 psi mix
• Labor and Materials
• Granite - One Section
• General clean-up of debris generated by our work only

Contractor Excluded items:
• Any lot preparation/vegetation removal or back fill of any area.
• Any land surveying.
• Material testing, surveying or permits, to be provided by builder.
• Any colored concrete of patterned concrete.
• Any brick or concrete pavers.
• Road closures and traffic control, if required, to be the responsibility of the builder.
• Termite control.
• Any rock drilling or excavation.
• Subgrade to be prepared and approved by the others, to within +/- 1/10' (balanced) of final subgrade
• Repair or removal of sprinklers
• Grass damage or repair
• Gas line damage or repair





Repair Sidewalk.



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:
2025-1273723

Date Filed:
02/25/2025

Date Acknowledged:

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

Mayans Concrete LLC
Georgetown, TX United States

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

Williamson County Facilities Management

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

Contract ID #4509.1042
CTTC Sidewalk Repairs

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Santos Villanueva, Salvador	Georgetown, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

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

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

Executed in Williamson County, State of Texas, on the 25th day of Feb (month), 20 25 (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:
2025-1273723

Date Filed:
02/25/2025

Date Acknowledged:
03/04/2025

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

Mayans Concrete LLC
Georgetown, TX United States

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

Williamson County Facilities Management

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

Contract ID #4509.1042
CTTC Sidewalk Repairs

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Santos Villanueva, Salvador	Georgetown, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

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

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

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

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

Commissioners Court - Regular Session **17.**

Meeting Date: 03/11/2025

Approval of Agreement #2025167 with JT Vaughn Construction, LLC for CJC Sidewalk Repairs for Facilities Management

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the purchase and construction agreement #2025167 between JT Vaughn Construction, LLC and Williamson County for CJC Sidewalk Repair, in the amount of Ten Thousand Two Hundred Thirty-Six Dollars ($10,236.00), pursuant to Omnia Contract Number #R200107 and authorize the execution of the agreement, Funding Source is P615.

Background

This agreement will support CJC Sidewalk Repair, 405 MLK, Georgetown, TX. A detailed Scope of Work is attached. Contract Audit and General Counsel reviewed. The funding source is P615 and the point of contact is Christy Matoska.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CJC Sidewalk Repair_Vaughn_Construction Agreement_Vaughn_2025.02.28

Form 1295 J.T. Vaughn Construction LLC Complete

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	03/05/2025 02:54 PM
County Judge Exec Asst.	Andrea Schiele	03/05/2025 02:58 PM
Form Started By: Johnny Grimaldo		Started On: 03/03/2025 12:08 PM
Final Approval Date: 03/05/2025		

Agreement for Construction Services

This Agreement ("Agreement") between Williamson County, Texas, a political subdivision of the State of Texas ("Owner") and J.T. Vaughn Construction, 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 Justice Center Sidewalk Repair (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 **Ten Thousand Two Hundred Thirty-Six Dollars ($10,236.00)** in accordance with the terms and conditions of this Agreement.

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

ARTICLE 4 CONTRACT TIME:

4.1 Contractor shall commence the Work upon instruction to do so from the Owner and shall achieve Substantial Completion within **thirty (30) calendar days** from the date the Work is commenced; provided, however, Owner may extend said time period in the event bad weather affects the progress of the Work. Unless otherwise specified in writing, Contractor shall achieve Final Completion within **thirty (30) calendar days of Substantial Completion**. Owner shall determine when the Project has been fully and finally completed to its satisfaction. The time set forth for completion of the work is an essential element of the Agreement.

4.2 Liquidated Damages.

Contractor acknowledges and recognizes that Owner is entitled to full and beneficial occupancy and use of the completed Work following expiration of the Contract Time and that Owner has entered into, or will enter into, binding agreements upon Contractor's achieving Substantial Completion of the Work within the Contract Time. Contractor further acknowledges and agrees that if Contractor fails to complete substantially or cause the Substantial Completion of any Phase

of the Work within the Contract Time, Owner will sustain extensive damages and serious loss as a result of such failure. In the cases of missed scheduled events, which incur exact losses of revenue and exact expenses for fees and other cancellation costs, Contractor shall be responsible for the exact amount of damages sustained by Owner. In other cases, the exact amount of such damages will be extremely difficult to ascertain. Therefore, Owner and Contractor agree as set forth below:

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

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

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

ARTICLE 5 PAYMENT:

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

ARTICLE 6 CONTRACTOR'S GENERAL RESPONSIBILITIES AND COVENANTS:

6.1 Contractor shall render, diligently and competently in accordance with the highest standards used in the profession, all Contractor services which shall be necessary or advisable for the expeditious, economical and satisfactory completion of the Project. Contractor agrees to use its best efforts, skill, judgment, and abilities to perform its obligations and to further the interests of Owner in accordance with Owner's requirements and procedures.

6.2 Contractor's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the Owner nor shall the Contractor be released from any liability by reason of such approval by the Owner, it being understood that the Owner at all times is ultimately relying upon the Contractor's skill and knowledge in performing the services required hereunder.

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

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

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

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

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

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

COVERAGE	PER OCCURRENCE
Commercial General Liability (including premises,	$1,000,000

completed operations
and contractual)

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.

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

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

6.5.2 Workers' Compensation Insurance Coverage:

1. Definitions:

   (a) Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the Project.

   (b) Duration of the Project - includes the time from the beginning of the work on the Project until the Contractor's/person's work on the Project has been completed and accepted by the Owner.

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

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

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

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

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

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

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

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

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

(e) retain all required certificate of coverage on file for the duration of the Project and for one year thereafter;
(f) notify the Owner in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project; and

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

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

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

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

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

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

6.5.6 The furnishing of the above listed insurance coverage, as may be modified by the Agreement, must be tendered prior to execution of the Agreement/Contract, and in no event later than ten (10) days from Notice of Award.

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

6.5.8 Owner shall be entitled, upon request, and without expense, to receive complete copies of the policies with all endorsements and may make any reasonable requests for deletion, or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon the

Parties or the underwriter of any of such polices. Damages caused by the Contractor and not covered by insurance shall be paid by the Contractor.

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

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

ARTICLE 7 INDEMNITY:

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

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

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

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

ARTICLE 11 TERMINATION OR SUSPENSION OF THE AGREEMENT

11.1 Termination by Contractor

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

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

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

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

11.2 Termination by the Owner for Cause

11.2.1 The Owner may terminate the Agreement if the Contractor:

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

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

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

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

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

11.3 Suspension by the Owner for Convenience

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

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

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

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

11.4 Termination by the Owner for Convenience

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

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

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

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

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

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

ARTICLE 12 MISCELLANEOUS PROVISIONS:

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

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

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

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

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

12.4 Governing Law and Venue. This Agreement and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without reference to its conflicts of law provisions. Williamson County, 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; and
4. 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; and
4. 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:

J.T. Vaughn Construction, LLC.

By: 

Printed Name: Danny Thompson

Title: Chief Executive Officer

Date: 2/23/2025

Exhibit “A”

Plans and Specifications

Location of Work: Wiliamson County Justice Center Complex, 405 MLK, Georgetown, TX 78626

Scope of Work:

Contractor to provide the following:
1. On-site supervision & safety measures.
3. Temporary project site containment measures.
4. Single mobilization.
5. Remove and replace damaged sidewalk and curb.

Exclusions:
1. Locating or removing asbestos or other hazardous materials.
2. Badging and Background Check fees.
3. Damage to any unforeseen underground utilities.



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:
2025-1275498

Date Filed:
02/27/2025

Date Acknowledged:

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

J.T. Vaughn Construction, LLC
Houston, TX United States

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

Williamson County, Texas

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

Justice Center Sidewalk Repair
Construction Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Vaughn, J. Thomas	Houston, TX United States	X	
Vaughn, William F.	Houston, TX United States	X	
Vaughn, Michael W.	Houston, TX United States	X	
Simpson, Michael W.	Houston, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

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

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

Executed in Harris County, State of Texas, on the 28th day of February, 25 (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:
2025-1275498

Date Filed:
02/27/2025

Date Acknowledged:
03/03/2025

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

J.T. Vaughn Construction, LLC
Houston, TX United States

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

Williamson County, Texas

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

Justice Center Sidewalk Repair
Construction Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Vaughn, J. Thomas	Houston, TX United States	X	
Vaughn, William F.	Houston, TX United States	X	
Vaughn, Michael W.	Houston, TX United States	X	
Simpson, Michael W.	Houston, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

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

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

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

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

Commissioners Court - Regular Session **18.**

Meeting Date: 03/11/2025

Award of RFSQ #25RFSQ7 Design and Engineering Services Agreement to NV5 Consultants, Inc. for Jail South Boile Commissioning 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 #25RFSQ7 to NV5 Consultants, Inc. for the Jail South Boiler project, in the amount of Fifteen Thousand, Three Hundred Fifteen Dollars ($15,315.00) and authorize execution of the agreement.

Background

NV5 Consultants, Inc. is recommended for award through RFSQ #25RFSQ7 which established a pre-qualified consultant pool to be contracted on an as-needed basis, on 01.07.25 agenda item no.32. NV5 Consultants, Inc., is being recommended for this project following a project specific evaluation of the firms from the 25RFSQ7 pool where NV5 Consultants, Inc received the highest score for this project. This Agreement for Design Services between Williamson County and NV5 Consultants, Inc. is for the Jail South Boiler project, 304 W 4th, Georgetown, TX. Contract Audit and General Counsel reviewed. A detailed Scope of Work is attached. The Funding Source is ARPA 445P, 445A, 2.1 and the point of contact is Chirsty Matoska.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

PSA Jail S Boiler_NV5_PSA_2025.02.28

Form 1295 NV5 Consultants Inc Complete

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	03/05/2025 02:42 PM
County Judge Exec Asst.	Andrea Schiele	03/05/2025 02:52 PM
Form Started By: Johnny Grimaldo		Started On: 03/03/2025 12:08 PM
Final Approval Date: 03/05/2025		

AGREEMENT FOR DESIGN & ENGINEERING SERVICES

PROJECT: **Williamson County Jail South Boiler** ("Project")

ARCHITECT/ ENGINEER: **NV5 Consultants, Inc.** ("A/E")
Roger Monroe, CxA, Texas Operations Manager
5316 Highway 290 West, Suite 150
Austin, TX 78735

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 provide review, assessment and correction action process for the South Boiler at the Williamson County Jail; 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 **Fifteen Thousand Three Hundred Fifteen Dollars ($15,315.)** 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 Hundred Fifty-Six Dollars ($ 156.)**.

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:

NV5 Consultants, Inc.
Roger Monroe, CxA, Texas Operations Manager
5316 Highway 290 West, Suite 150
Austin, TX 78735

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: NV5 Consultants, Inc.
5316 Highway 290 West, Suite 150
Austin, TX 78735

Attention: Roger Monroe, CxA
Texas Operations Manager

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
CONFIDENTIALITY

A/E hereby acknowledges the services to be performed hereunder pertain to a secured correctional facility (Williamson County Jail) and that A/E must ensure that information relating all areas of the Williamson County Jail must not be disclosed to third parties. A/E expressly agrees that its 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 will not use any information relating to the Williamson County Jail that may be obtained while providing services hereunder for any purpose other than for what is necessary to perform the required services. A/E agrees to use the same degree of care as it uses to protect the confidentiality of its own confidential information, but no less than reasonable precautions to maintain confidentiality with respect to the Williamson County Jail, and to prevent disclosure thereof to persons other than its employees, agents, 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 who need access to information regarding the Williamson County Jail to carry out their obligations under this Agreement. A/E agrees that A/E and its employees, agents, 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 will not enter any unauthorized areas of the Wiliamson County Jail and will not disclose any information to unauthorized third parties and will take care to guard the security of the information at all times. A/E agrees that all of its employees, agents, 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 shall be subject to background checks and that the Williamson County Sheriff or his agent will perform checks. County shall retain the right to deny right of entry to the Williamson County Jail to anyone.

ARTICLE 37
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:
NV5 Consultants, Inc.

By: _____
Signature

Roger Monroe CxA
Printed Name

Operations Manager
Title

Date Signed: 3/3/2025

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 Jail South Boiler
304 W 4th Street
Georgetown, TX 78626
ARPA.1008

Commissioning of the Domestic Hot Water System for the South portion of the Williamson County Jail:

Phase I:

Planning Phase (BASE SCOPE)

- **An initial review process of the Issued for Construction documents, pertinent submittals and manuals, and As-Built documents to understand the design intent as well as the "as constructed" state of the overall system. A system Functional Performance testing script will be created for documentation during the investigation phase.**

Investigation Phase (BASE SCOPE)

- **An initial discovery process by NV5 onsite for the Domestic Hot Water Boiler and distribution system at the county jail. This will include a thorough onsite review process, including functional performance testing of the system with equipment manipulations being assisted by facilities staff. An Investigation Phase report will be developed.**

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 conditions and configurations.

B. Review applicable codes and ordinances.

C. Advise County of any changes, additions, or corrections recommended to the existing configuration and standardized operating procedures, plans, and specifications.

D. Provide the following deliverables.

1) Opinion of probable cost to validate or modify configuration of systems.
2) Detailed design narrative to validate or modify configuration of systems.
3) Initial design corrections delivery schedule (if applicable).

EXHIBIT B

FEE SCHEDULE

This schedule indicates fees by Phase of the Basic Fee:		**$**	**15,315**	100%
100%	**NV5 Consultants Inc.**	**$**	**15,315**	
0%		**$**	**-**	
Phase I - Planning & Investigation (Design and Doc Development)		**$**	**15,315**	100%
	NV5 Consultants Inc.	$	15,315	
		$	-	

EXHIBIT C

PRODUCTION SCHEDULE

A/E agrees to complete the professional design services called for in **Exhibit A** of this Agreement within **Sixty-Five (65) 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	**03/04/25**

Phase I - SCHEMATIC DESIGN

Preliminary Scope and Budget analysis deliverables	03/24/25
30% Plans, Specifications and Estimate deliverables	04/07/25
County written authorization to proceed to next phase	04/08/25
All services shall be complete on, or before:	**05/08/25**

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.

2/24/2025
Jail S. Boiler

NV5 Consultants, Inc.

Signature of Certifying Official

Roger Monroe
Printed Name of Certifying Official

Operations Manager
Title of Certifying Official

3/3/205
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:

CONSULTANT
DESIGN DELIVERABLE
GUIDELINES



Facilities Management Division
3101 SE Inner Loop
Georgetown, TX 78626

Design services shall be conducted in Phases as outlined herein. Depending on project scope, not all items apply. Depending on project complexity and scope, Phases may be consolidated to expedite design delivery. Rejection procedures are outlined at the end of this document.

SCHEMATIC DESIGN PHASE

The interim deliverable early in this phase shall be used to document and validate project requirements and allocated construction budget.

This deliverable shall consist of the following PDF documents:

1) Opinion of probable cost to validate or modify preliminary construction budget provided by County.
2) Detailed design narrative to validate or modify Preliminary Scope of Work provided by County.
3) Initial design delivery schedule.

The deliverable at the end of this phase represents approximately 30% of the design effort and shall be of sufficient detail to show how the users' functional and technical requirements will be met.

This deliverable shall consist of the following PDF documents:

1) Budget Analysis
    a. If self-performed, provide an updated opinion of probable cost.
    b. If utilizing a professional cost estimator, participating in a CMAR or Design-Build project, coordinate with Cost Estimator or General Contractor to provide a preliminary cost estimate based upon schematic design information.
2) Design narrative
    a. include modifications to Preliminary Scope of Work provided by County.
    b. include preliminary engineering calculations for ALL disciplines required for project scope.
3) Schematic Specifications
    a. include completed Cover Sheet with draft Table of Contents for ALL disciplines required for project scope.
4) Schematic drawing set for ALL disciplines required for project scope
    a. Sheet size shall not exceed ANSI-D (22x34) at 150 dpi max.
    b. PDF documents shall be of emailable size (i.e. 10MB max.)
    c. include completed Cover Sheet with draft Index of Drawings for ALL disciplines required for project scope and applicable code compliance list.
    d. See specific minimum requirements for each discipline (if required for project scope):

Civil:	Provide concept Site Plan with grading and roadway layout
	Determine water supply and wastewater service
	If septic system is required, determine system type and size
Structural:	Determine concept structural system(s)
Architecture:	Plans, Elevations, overall Sections marked for Detail Sections
	Block-out window, door, finish and wall type schedules
Electrical:	Determine lighting type(s)
	Determine electrical distribution type(s)
	Review drawings for adequate space for electrical system(s)
	Initiate contacts with electric and telephone service providers
Mechanical:	Determine HVAC type(s)
	Review drawings for adequate space for HVAC system(s)
Plumbing:	Verify adequate sanitary sewer fall from building elevation
IT / Security:	TBD

5) Updated design delivery schedule.

DESIGN DEVELOPMENT PHASE

The deliverable at the end of this phase represents approximately 60% of the design effort and is intended to verify that the drawings, design analysis, specifications, and cost estimate are proceeding in a timely manner and that the design criteria and previous review comments have been correctly interpreted.

This deliverable shall consist of the following PDF documents:

1) Budget Analysis
    a. If self-performed, Architect shall provide an updated opinion of probable cost
    b. If utilizing a professional cost estimator or participating in a CMAR project, coordinate with Cost Estimator or General Contractor to provide a detailed cost estimate based upon design development information.
2) Design Analysis developed to approximately 60% completion
3) Red-lined marked-up specification sections for ALL disciplines required for project scope.
4) Approximately 60% complete drawings including those addressing construction phasing
    a. Sheet size shall not exceed ANSI-D (22x34) at 150 dpi max.
    b. PDF documents shall be of emailable size (i.e. 10MB max.)
    c. See specific requirements for each discipline (if required for project scope):

Civil:	Provide refined Site Plan with grading, roadway and parking
	Establish license / service agreements for water and wastewater
	If septic system is required, submit permit application to Wilco OSSF
Structural:	Provide preliminary design of structural systems
	Assist in obtaining Geotech borings
Architectural:	Noted Plans, Elevations, and Sections
	Floor, wall, roof Sections marked for Details
	Draft window, door, finish and wall type Schedules
Electrical:	Light fixtures located on drawings
	Receptacles located on drawings
	Panels located on drawings
	Circuits laid-out in single-line form
	Fixture schedule 60% complete
	Panels schedule 60% complete
	Riser diagram(s) 60% complete
Mechanical:	Equipment schedule complete
	Equipment located
	Ductwork laid-out
	Diffuser schedule complete
Plumbing:	Plumbing fixtures located on drawings
	Plumbing lines laid-out
	Fixture schedule(s) 60% complete
	Riser diagram(s) 60% complete
IT / Security:	TBD

5) Preliminary Material Finishes and Selections board
6) Updated design delivery schedule.
7) Sealed Site Permit drawings.

CONSTRUCTION DOCUMENTATION PHASE

*The deliverable at the end of this phase represents completion of proposed Construction Documents (**NO SEALS**) subject to incorporation of any review comments resulting from review of deliverable*.

This deliverable shall consist of the following PDF documents:

1) Budget Analysis
    a. If self-performed, Architect shall provide an updated opinion of probable cost
    b. If utilizing a professional cost estimator or participating in a CMAR project, coordinate with Cost Estimator or General Contractor to provide a final detailed cost estimate based upon construction documents.
2) Design Analysis with all items complete. It shall include all backup material previously submitted and revised (as necessary), all design calculations, all explanatory material giving the design rationale for any design decisions which would not be obvious to an engineer reviewing the final drawings and specifications.
3) Final edited specifications (**NO SEALS**).
4) Complete Drawings including those addressing project construction phasing. (**NO SEALS**)
    a. Sheet size shall not exceed ANSI-D (22x34) at 150 dpi max.
    b. PDF documents shall be of emailable size (i.e. 10MB max.)
    c. TDLR registration number included on Cover Sheet.
    d. See specific requirements for each discipline (if required for project scope):

Civil:	Details complete
	Approved licensing agreements and permits
Structural:	Details complete
Architecture:	Door / Window schedules complete
	Interior finish schedule(s) complete
	Details complete
Electrical:	Fixture schedule complete
	Panels schedule complete
	Riser diagram(s) complete
	Details complete
Mechanical:	Equipment schedule complete
	Diffuser schedule complete
	Details complete
Plumbing:	Fixture schedule complete
	Riser diagram(s) complete
	Irrigation connections complete (if required)
	Details complete
IT / Security	TBD

5) Final Material Finishes and Selections board
6) Proposed construction schedule.

REGULATORY REVIEW & PERMITTING PHASE

The deliverable at the end of this phase includes BIM/AutoCAD files and permitted Construction Documents.

At the beginning of this phase provide the following PDF documents for record:

1) Sealed Construction Drawings.
    a. Sheet size shall not exceed ANSI-D (22x34) at 150 dpi max.
    b. PDF documents shall be of emailable size (i.e. 10MB max.)
2) Sealed Specifications.
3) Complete Drawings submitted to Registered Accessibility Specialist (RAS) for review.

This deliverable shall consist of updated **REVIT model / AutoCAD DWGs** and the following PDF documents:

1) Permitted Site Development Drawings.
    a. Sheet size shall not exceed ANSI-D (22x34) at 150 dpi max.
    b. PDF documents shall be of emailable size (i.e. 10MB max.)
2) Permitted Construction Drawings.
    a. Sheet size shall not exceed ANSI-D (22x34) at 150 dpi max.
    b. PDF documents shall be of emailable size (i.e. 10MB max.)
3) Permitted Specifications.

CONSTRUCTION CONTRACT BIDDING, AWARD, & EXECUTION PHASE

The deliverable at the end of this phase includes BIM/AutoCAD files and revised Construction Documents.

This deliverable shall consist of updated **REVIT model / AutoCAD DWGs** and the following PDF documents:

1) Construction Drawings Addenda.
    a. Sheet size shall not exceed ANSI-D (22x34) at 150 dpi max.
    b. PDF documents shall be of emailable size (i.e. 10MB max.)
2) Specifications Addenda.
3) Bid Tabulation

CONSTRUCTION ADMINISTRATION PHASE

Various deliverables are required throughout this phase

As required, provide the following PDF documents:

1) Copies of Change Orders and Supplementary Drawings
2) Copies of reviewed shop drawings and submittals
3) Conformed drawing set for each issuance of Architect's Supplemental Instructions.
4) Reviews of Contractor's Pay Applications
5) Punch list of items needing correction before Substantial Completion Inspection
6) Written notice that contract has been performed in general conformance with plans and specifications and is ready for Final Inspection.

PROJECT CLOSE-OUT PHASE

The deliverable at the end of this phase includes record BIM/AutoCAD files and record Construction Documents.

This deliverable shall consist of updated **REVIT model / AutoCAD DWGs** and the following PDF documents:

1) "Clean" PDF of Building Plan(s) w/ Room #s coordinated with Fire Marshal review.
2) Record Construction Drawings.
    a. Sheet size shall not exceed ANSI-D (22x34) at 150 dpi max.
    b. PDF documents shall be of emailable size (i.e. 10MB max.)
3) Record Specifications.
4) Reviewed and compiled warranties, guarantees, and operation manuals

DELIVERABLE REVIEW STAMP

For standardization purposes during design Phases:

1) DO NOT track design review deliverables in the Revisions table of the Title Block.

2) Affix Interim Stamp with appropriate information in the location the Architect / Engineer seal will appear on each drawing sheet and Specifications title page.

3) See adjacent example for "Interim Stamp"



REJECTION OF DELIVERABLE

If the requirements of any deliverable phase are not met, the County will implement the following procedures:

1) The County will provide e-mail notice to Consultant that deliverable is rejected as soon as practical. Notice may include summary of deficiencies, red-line mark-ups, etc.

2) Consultant shall have seven (7) business days to resubmit with all required elements of the given review phase.

3) Within two (2) days of receipt of resubmission, the County will provide notice to Consultant that deliverable is accepted. At which point, the regular the County review process shall restart for the given review phase.

4) Rejected Consultant deliverables shall not impact overall deadline of the Project nor the review period allotted to the County officials.

5) Consultant shall provide an updated schedule showing interim submission date changes to make-up for any lost time.

6) Consultant shall not submit an invoice until the County accepts a Phase deliverable as functionally complete.

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:
2025-1276287

Date Filed:
03/03/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
NV5 Consultants Inc.
Austin, TX United States

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
25.4509.1008
Professional Services - Building Commissioning Services

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 Roger Monroe, and my date of birth is [redacted].

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

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

Executed in Travis County, State of Texas, on the 3 day of 03 (month), 2025 (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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Austin, TX United States

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Williamson County Facilities Management

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

25.4509.1008
Professional Services - Building Commissioning Services

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 **19.**

Meeting Date: 03/11/2025

Approval and Ratification of Emergency Purchase Order #188547 and Agreement #2025145 for Emergency Portable Restrooms for SO/Jail with Northwest Cascade, Inc. D/B/A Honey Bucket for Facilities Management

Submitted For: Joy Simonton **Submitted By:** Michelle McKinney, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action to ratify the Purchase agreement #2025145 between Williamson County and Northwest Cascade, Inc. D/B/A Honey Bucket for emergency portable restrooms for SO/Jail, due to city water shutdown at 508 S. Rock Street, Georgetown, TX, in the not-to-exceed amount of $1,440.00 and authorizing the execution of the agreement.

Background

Facilities Management submitted this agreement for portable restrooms due to the city water shutdown at the SO/Jail overnight from February 18 – February 19, 2025. The department requested purchasing to expedite the approval to ensure timely provision of this service. Origination #2146. The funding source is 01.0100.1008.004620 and the point of contact is Shantil Moore.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Service and Purchase Contract

Form 1295 - Northwest Cascade Inc DBA Honey Bucket Complete

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	03/05/2025 02:24 PM
County Judge Exec Asst.	Andrea Schiele	03/05/2025 02:44 PM
Form Started By: Michelle McKinney		Started On: 02/19/2025 08:53 AM
Final Approval Date: 03/05/2025		

WILLIAMSON COUNTY
SERVICES AND PURCHASE CONTRACT
Northwest Cascade, Inc. D/B/A Honey Bucket
(Order# 02132025)

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 **Northwest Cascade, Inc. D/B/A Honey Bucket** (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 **Order# 02132025** being marked as **Exhibit "A,"** which is incorporated herein to the extent the Order 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 One Thousand Four Hundred Forty Dollars ($1,440.00). 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 (*including premises, completed operations and contractual*)	$1,000,000	$1,000,000
Aggregate policy limits:		$2,000,000

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

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

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

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

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 Order and being marked **Exhibit "A,"** which is incorporated herein;

B. Insurance certificates evidencing coverages required above and

C. Any Amendments agreed to by both parties.

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:

Bill Gravell Jr.
Bill Gravell (Feb 18, 2025 10:19 CST)
Authorized Signature

Judge Bill Gravell, Jr.
County Judge

Date: 02/18/2025, 20___

SERVICE PROVIDER:

Northwest Cascade, Inc. D/B/A Honey Bucket
Name of Service Provider

Charlotte Baskett
Authorized Signature

Charlotte Baskett
Printed Name

Date: February 14th, 2025

EXHIBIT A

Clean Portable Restrooms … Best in the Business

Bill To: Williamson County Facilities Department
3101 S E Inner Loop
Georgetown, Texas 78626

Remit to: Honey Bucket
P O Box 73399
Puyallup, WA 98374

Quote Date: 2/13/2025

Direct any Billing questions to 800-633-4509

ORDER DATE: 2/17/2025
RETURN DATE: 2/19/2025

Order # 02132025
CUSTOMER#: 219195-12

Location: Williamson County Jail
508 S. Rock Street
Georgetown, Texas 78626

QUANTITY	UNIT TYPE	RENTAL RATE	TOTAL
7	Event Units		Includes
3	ADA Units		Delivery
1	Delivery		$1600.00
1	10% Discount	Law Man's Discount	($160.00)
		Sub Total	$1440.00
		Tax	$0.00
		Total	$1440.00

*****If there is anything else that we can help you with please feel free to give us a call. *****

Customer is responsible for any damages that may occur while restroom is on location.

Honey Bucket_Service Contract_ Order 02132025 - signed

Final Audit Report 2025-02-18

Created:	2025-02-18
By:	Bill Gravell (bgravell@wilco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAg-_k7Q8ZGC3FebEGLUN_k8c3igD9R-XO

"Honey Bucket_Service Contract_ Order 02132025 - signed" History

Document created by Bill Gravell (bgravell@wilco.org)
2025-02-18 - 4:04:59 PM GMT- IP address: 66.76.4.65

Document emailed to Bill Gravell (bgravell@wilco.org) for signature
2025-02-18 - 4:05:48 PM GMT

Email viewed by Bill Gravell (bgravell@wilco.org)
2025-02-18 - 4:07:50 PM GMT- IP address: 66.76.4.65

Document e-signed by Bill Gravell (bgravell@wilco.org)
Signature Date: 2025-02-18 - 4:19:35 PM GMT - Time Source: server- IP address: 66.76.4.65

Agreement completed.
2025-02-18 - 4:19:35 PM GMT

Powered by Adobe Acrobat Sign

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1273089

Date Filed:
02/24/2025

Date Acknowledged:
02/24/2025

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

Northwest Cascade Inc DBA Honey Bucket
Puyallup, WA 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

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.

2025145
Rental of portable toilets

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

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

6 UNSWORN DECLARATION

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

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

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

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

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

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

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Northwest Cascade Inc DBA Honey Bucket
Puyallup, WA United States

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Wilco

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.

2025145
Rental of portable toilets

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 Melinda Wells, 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 Pierce County, State of Washington, on the 24th day of February (month), 2025 (year).

Melinda Wells

Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **20.**

Meeting Date: 03/11/2025

Exposition Center - Water Storage Tank (P636) - CO#6

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

Department: Facilities Management

Agenda Category: Consent

Information

Agenda Item

Receive and acknowledge approval of Change Order No. 6 from Aggieland Construction for the Expo - Water Storage Tank Project to extend time only due to material delay, 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 is for a time-only extension of 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 the same into the minutes of the Commissioners Court.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Expo Gattis Pavilion - Water Tank Aggieland - CO#6

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	02/28/2025 01:32 PM
County Judge Exec Asst.	Andrea Schiele	03/04/2025 04:59 PM
Form Started By: Christy Matoska		Started On: 02/28/2025 12:55 PM
Final Approval Date: 03/04/2025		

CHANGE ORDER
Expo - Water Storage Tank

CHANGE ORDER NO: 06 NTP Date: 8/21/2024
DATE OF ISSUANCE: January 14, 2025
Contractor: Aggieland Construction
Architect/ Engineer: N/A

EXPLANATION:
1. Time only extension due materials delay.

CONTRACT CHANGE:
1. Time only extension.

Original Contract Amount	$ 153,392.00
Net change by previously submitted Change Orders	$ 37,863.00
Contract sum prior to this Change Order was	$ 191,255.00
Contract Sum be increased by this Change Order in the amount of	$ 0.00
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 31 days
The date of Substantial Completion as of the date of this Change Order 2/15/2024

RECOMMENDED BY:

Kyle Maas	Kyle Maas	Feb 27, 2025
Contractor's Printed Name	Signature	Date

REVIEWED BY:

N/A	N/A	N/A
Architect/ Engineer Name	Signature	Date

ACCEPTED BY:

J. Angel Gomez		Feb 27, 2025
Owner's Representative	Signature	Date

Commissioners Court - Regular Session **21.**

Meeting Date: 03/11/2025

KC Engineering 21RFSQ14 R&B WA3 SA2 Drainage & Roadway

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

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Supplemental Work Authorization No 2 to Work Authorization No 3 under Williamson County Contract between KC Engineering, Inc. and Williamson County dated May 31, 2022 for Engineering Design Services for the Central Maintenance Facility. Funding source: P536.

Background

This supplemental is to increase the maximum amount payable to $61,545.00.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

KC Engineering 21RFSQ14 R&B WA3 SA2 Drainage & Roadway

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	03/05/2025 09:33 AM
County Judge Exec Asst.	Andrea Schiele	03/06/2025 11:45 AM
Form Started By: Vicky Edwards		Started On: 03/04/2025 02:51 PM
Final Approval Date: 03/06/2025		

SUPPLEMENTAL WORK AUTHORIZATION NO. _2__
TO
WORK AUTHORIZATION NO. _3___

WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT:
Engineering Design Services for the Central Maintenance Facility

This Supplemental Work Authorization No. _2__ to Work Authorization No. __3__ is made pursuant to the terms and conditions of the Williamson County Contract for 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. _3___ dated effective **January 23, 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 **$46,495.00** to **$61,545.00**. 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
March 4, 2025	_____
Date	Date

Attachment C - Work Schedule

KC Engineering, Inc. will provide a work schedule for the assigned tasks

Commissioners Court - Regular Session **22.**

Meeting Date: 03/11/2025

Preliminary plat for the Bluffs at Blackhawk 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 approving the preliminary plat for the Bluffs at Blackhawk subdivision – Precinct 4.

Background

This proposed subdivision consists of 932 single family lots (171 of those single family lots are located within Travis County), 1 school lot, 1 lift station lot, 46 landscape lots and 54,673 linear feet of new public roads (9,187 linear feet of those roads are located within Travis County) on 575.877 acres. It is located partly in Williamson County, Travis County, the City of Hutto's ETJ and the City of Pflugerville's ETJ. All entities have reviewed their respective portions and their comments are clear.

Timeline

2023-01-11 – initial submittal of the preliminary plat
2023-02-10 – 1st review complete with comments
2023-04-27 – 2nd submittal of preliminary plat
2023-05-12 – 2nd review complete with comments
2023-06-09 – 3rd submittal of preliminary plat
2023-06-23 – 3rd review complete with comments
2023-09-11 – 4th submittal of preliminary plat
2023-09-26 – 4th review complete with comments
2024-02-21 – 5th submittal of preliminary plat
2024-03-07 – 5th review complete with comments
2024-07-24 – 6th submittal of preliminary plat
2024-08-07 – 6th review complete with comments
2024-09-11 – 7th submittal of preliminary plat
2024-09-26 – 7th review complete with comments
2025-02-25 – 8th submittal of preliminary plat
2025-03-05 – 8th review complete with comments clear
2025-03-06 – preliminary plat placed on the March 11, 2025 Commissioners Court agenda for approval

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Pages 1 - 7
Pages 8 - 14
Pages 15 - 19

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/06/2025 05:16 PM
Form Started By: Adam Boatright		Started On: 03/06/2025 11:41 AM

Final Approval Date: 03/06/2025

BLUFFS AT BLACKHAWK
WILLIAMSON COUNTY/
CITY OF HUTTO ETJ
PRELIMINARY PLAT - NOT FOR RECORDATION

LEGAL DESCRIPTION

CALLED 4.910 ACRE TRACT OF LAND CONVEYED TO TIEMANN LEGACY, LP, RECORDED IN DOCUMENT NO. 2022003933 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

2.222 ACRES, BEING THE REMNANT PORTION OF THE CALLED 3.50 ACRE TRACT OF LAND (TRACT 2) CONVEYED TO ROBERT M. TIEMANN, RECORDED IN DOCUMENT NO. 2003114459 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

0.065 ACRE, BEING THE REMNANT PORTION OF THE CALLED 0.61 ACRE TRACT OF LAND CONVEYED TO ROBERTY M. TIEMANN, RECORDED IN DOCUMENT NO. 2003114458 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

CALLED 1.000 ACRE TRACT OF LAND CONVEYED TO JOEL LUTON IN DOCUMENT NO. 2022089415, TO BLAKE GRANT IN DOCUMENT NO. 2022089416, TO MICHAEL ENDRES IN DOCUMENT NO. 2022089417, TO PEDRO ALONSO IN DOCUMENT NO. 2022089418, AND TO BRUCE DICKEY IN DOCUMENT NO. 2022089419, ALL DOCUMENTS OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

CALLED 19.979 ACRE TRACT OF LAND CONVEYED TO BOARD OF TRUSTEES OF THE HUTTO INDEPENDENT SCHOOL DISTRICT, RECORDED IN DOCUMENT NO. 2021121818 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

104.640 ACRES OUT OF THE REMNANT PORTION OF THE CALLED 200.24 ACRE TRACT OF LAND (TRACT 1, PARCEL C) CONVEYED TO TIEMANN LEGACY, LP, RECORDED IN DOCUMENT NO. 2022003934 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

139.478 ACRES BEING THE REMNANT PORTION OF THE CALLED 159.457 ACRE (TRACT 13), CONVEYED TO TIEMANN LEGACY, LP, RECORDED IN DOCUMENT NO. 2022003934 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

CALLED 78.276 ACRE TRACT OF LAND (TRACT 14), CONVEYED TO TIEMANN LEGACY, LP, RECORDED IN DOCUMENT NO. 2022003934 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

CALLED 219.02 ACRE TRACT OF LAND (TRACT 23), CONVEYED TO TIEMANN LEGACY, LP, RECORDED IN DOCUMENT NO. 2022003934 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

Owner *Tiemann Legacy, LP*
21100 Carries Ranch Road
Pflugerville, TX 78660
Office: 512-990-1933
Cell: 512-923-1056
ntiemann@dcdevelopment.com

Engineer: Matthew Mitchell, P.E.
ALM Engineering, Inc.
PO Box 536
Dripping Springs, Texas 78620
512-431-9600
almeng@sbcglobal.net

Surveyor: Shane Shafer, RPLS
DIAMOND SURVEYING, INC.
116 SKYLINE ROAD,
GEORGETOWN, TX 78628
(512) 931-3100
shane@diamondsurveying.onmicrosoft.com

Total Number of Blocks: 30
Total Number of Lots: 931 (777 Williamson County)
Total Acreage: 569.59 AC
571.918 WITH CR 198 VACATION

Submittal Date: January 11, 2023

UTILITIES

WATER WILL BE PROVIDED BY EXTENDING AN 16" MANVILLE WATER MAIN THAT WILL BE EXTENDED THROUGH THE TRACT.

WASTEWATER WILL BE PROVIDED LAKESIDE M.U.D. #9

Water Provider : MANVILLE W.S.C.
13805 State Hwy 95,
CouPLATd, TX 78615
(512) 856-2488

Wastewater : LAKESIDE M.U.D.

Electrical Supply ONCOR ELECTRIC
3620 Franklin Av.
Waco, TX 76710
(512)244-5656

Gas Supply SiEnergy
13215 Bee Cave Parkway
Galleria Oaks Building B,
Suite B-250,
Bee Cave, TX 78738
(281) 778-6250

PRELIMINARY PARKLAND TABLE		
	AREA(ac.)	PARKLAND(ac.)
SCHOOL SITE	20.05	20.05
25 YEAR FLOODPLAIN	147.31	0.00
100 YEAR FLOODPLAIN	9.53	4.78
PARK AREA - >15% SLOPE	9.97	0.00
PARK AREA - PONDS	13.19	0.00
PARK AREA	82.94	82.94
GROSS PARK AREA	106.09	
TOTAL PARKLAND		107.75

FINAL PARKLAND AREA SUBJECT TO CHANGE BASED ON FINAL SLOPES AND POND DESIGNS. PARKLAND AGREEMENT REQUIRES A MINIMUM OF 45 ACRES INCLUDING THE SCHOOL SITE.

PROPOSED ROADWAYS
WILLIAMSON COUNTY

STREET NAME	CLASSIFICATION	TRIPS PER DAY	DESIGN SPEED	LENGTH	ROW WIDTH	PAVEMENT WIDTH	ROAD SECTION	DEDICATION
Hempstead Avenue	ARTERIAL	3620	45	592	120'	39' f/f	URBAN	PUBLIC
Rowe Lane	ARTERIAL	6644	45	3200	120'	2 @24' LOG-LOG	URBAN	PUBLIC
Rowe Lane	ARTERIAL	4756	45	2320	120'	39' f/f	URBAN	PUBLIC
Rowe Lane	ARTERIAL	*	45	1276	120'	TRANSITIONS	URBAN	PUBLIC
Agerholm Drive	LOCAL	72	25	263	50'	30' LOG-LOG	URBAN	PUBLIC
Agerholm Drive	LOCAL	272	25	914	50'	30' LOG-LOG	URBAN	PUBLIC
Mullinaw Way	LOCAL	704	24	1266	50'	30' LOG-LOG	URBAN	PUBLIC
Prairie Primrose Lane	LOCAL	152	25	1160	50'	30' LOG-LOG	URBAN	PUBLIC
Burkhardt Lane	MINOR COLLECTOR	952	35	237	60'	37' LOG-LOG	URBAN	PUBLIC
Burkhardt Lane	LOCAL	312	25	709	50'	30' LOG-LOG	URBAN	PUBLIC
Waubay Court	LOCAL	56	25	173	50'	30' LOG-LOG	URBAN	PUBLIC
Tall Fescue Trace	MINOR COLLECTOR	552	35	560	60'	37' LOG-LOG	URBAN	PUBLIC
Apache Pass	MINOR COLLECTOR	168	35	1503	60'	37' LOG-LOG	URBAN	PUBLIC
Bonnyman Dr.	LOCAL	224	25	1037	50'	30' LOG-LOG	URBAN	PUBLIC
Chloes Draw Drive	LOCAL	184	25	856	50'	30' LOG-LOG	URBAN	PUBLIC
Mallom Drive	LOCAL	296	25	2048	50'	30' LOG-LOG	URBAN	PUBLIC
Great Grey Owl Way	MINOR COLLECTOR	952	25	256	60'	30' LOG-LOG	URBAN	PUBLIC
Great Grey Owl Way	LOCAL	952	25	1124	50'	30' LOG-LOG	URBAN	PUBLIC
San Acacia Trace	MINOR COLLECTOR	936	35	175	60'	37' LOG-LOG	URBAN	PUBLIC
San Acacia Trace	LOCAL	720	25	530	50'	30' LOG-LOG	URBAN	PUBLIC
Brisby Lane	LOCAL	56	25	300	50'	30' LOG-LOG	URBAN	PUBLIC
Strawberry Moon Lane	LOCAL	88	25	784	50'	30' LOG-LOG	URBAN	PUBLIC
Rapidian Drive	LOCAL	128	25	428	50'	30' LOG-LOG	URBAN	PUBLIC
Medicine Root Lane	LOCAL	24	25	165	50'	30' LOG-LOG	URBAN	PUBLIC
Banner Elk Pass	MINOR COLLECTOR	480	35	230	60'	37' LOG-LOG	URBAN	PUBLIC
Banner Elk Pass	LOCAL	480	25	592	50'	30' LOG-LOG	URBAN	PUBLIC
Hardshorn Lane	MINOR COLLECTOR	1616	35	559	60'	37' LOG-LOG	URBAN	PUBLIC
Rocky Face Drive	LOCAL	1616	35	1303	60'	37' LOG-LOG	URBAN	PUBLIC
Glenside Lane	LOCAL	0	25	175	50'	30' LOG-LOG	URBAN	PUBLIC
Pennyworth Lane	LOCAL	32	25	278	50'	30' LOG-LOG	URBAN	PUBLIC
Pennyworth Lane	LOCAL	240	25	1194	50'	30' LOG-LOG	URBAN	PUBLIC
Burkhardt Lane	MINOR COLLECTOR	176	35	203	60'	37' LOG-LOG	URBAN	PUBLIC
Billie Kae Way	LOCAL	176	25	554	50'	30' LOG-LOG	URBAN	PUBLIC
Hillarys Ford Cove	LOCAL	56	25	212	50'	30' LOG-LOG	URBAN	PUBLIC
Arwen Lane	LOCAL	168	25	701	50'	30' LOG-LOG	URBAN	PUBLIC
High Feather Pass	LOCAL	224	25	1265	50'	30' LOG-LOG	URBAN	PUBLIC
Bulrush Pass	LOCAL	472	25	993	50'	30' LOG-LOG	URBAN	PUBLIC
Pampas Fox Lane	LOCAL	152	25	411	50'	30' LOG-LOG	URBAN	PUBLIC
Oneida Pass	LOCAL	200	25	316	50'	30' LOG-LOG	URBAN	PUBLIC
Alashan Elk Run	LOCAL	120	25	567	50'	30' LOG-LOG	URBAN	PUBLIC
Irons Run	LOCAL	192	25	1012	50'	30' LOG-LOG	URBAN	PUBLIC
Banner Elk Pass	LOCAL	88	25	221	50'	30' LOG-LOG	URBAN	PUBLIC
Boreal Owl Path	LOCAL	56	25	326	50'	30' LOG-LOG	URBAN	PUBLIC
Boreal Owl Path	LOCAL	72	25	222	50'	30' LOG-LOG	URBAN	PUBLIC
Boreal Owl Path	LOCAL	240	25	617	50'	30' LOG-LOG	URBAN	PUBLIC
Owens Glade Drive	LOCAL	64	25	134	50'	30' LOG-LOG	URBAN	PUBLIC
Owens Glade Drive	MINOR COLLECTOR	1068	35	116	60'	37' LOG-LOG	URBAN	PUBLIC
Owens Glade Drive	LOCAL	184	25	454	50'	30' LOG-LOG	URBAN	PUBLIC
Zapalac Cove	LOCAL	72	25	343	50'	30' LOG-LOG	URBAN	PUBLIC
Paxton Lee Court	LOCAL	152	25	461	50'	30' LOG-LOG	URBAN	PUBLIC
Chickahominy Drive	LOCAL	304	25	979	50'	30' LOG-LOG	URBAN	PUBLIC
Grey Rhebok Lane	LOCAL	504	25	1172	50'	30' LOG-LOG	URBAN	PUBLIC
Reedmace Road	LOCAL	272	25	1389	50'	30' LOG-LOG	URBAN	PUBLIC
County Road 198	LOCAL	920	25	1029	50'	30' LOG-LOG	URBAN	PUBLIC
Roatan Dr.	LOCAL	0	25	305	50'	30' LOG-LOG	URBAN	PUBLIC
Flower Moon Pass	LOCAL	224	25	1066	50'	30' LOG-LOG	URBAN	PUBLIC
Valarin Way	LOCAL	120	25	300	50'	30' LOG-LOG	URBAN	PUBLIC
Shale Banks Drive	LOCAL	208	25	676	50'	30' LOG-LOG	URBAN	PUBLIC
Baradur Way	LOCAL	576	25	330	50'	30' LOG-LOG	URBAN	PUBLIC
Camber Way	MINOR COLLECTOR	952	35	247	60'	37' LOG-LOG	URBAN	PUBLIC
Shadowfax Path	LOCAL	616	25	1362	50'	30' LOG-LOG	URBAN	PUBLIC
Rappahannock Lane	LOCAL	392	25	1306	50'	30' LOG-LOG	URBAN	PUBLIC

PHASING

PHASING #	AREA (AC)	50' RES.	60' RES.	70' RES.	100' RES.	ESTATE	LANDSCAPE	LIFT STATION	SCHOOL	TOTAL
REPLAT LOT 7	9.989					1	2			3
1	19.113		49	9			3			61
2	41.064		22	27			3			52
3	21.495		66	17			1			84
4	26.104	43	16	21			4			84
5	55.666		4	40	20	1	6			71
6A	24.933		48	30			7			85
6B	7.875	16	7				2			25
7A	3.491									
7B	0.603									
7C	26.325								1	1
8A	20.904	62								62
8B	17.228	66	11							77
9	20.828	52	14	1			4			71
10	16.371	43		3			4			50
11	23.367		6	34			2			42
12	21.270		22	35			3			60
13	20.845		32	26			1			59
14	46.496		33	25			1			59
15	151.910			30			3	1		34
TOTALS	575.877	282	330	298	20	2	46	1	1	980

REVISIONS/CORRECTIONS

Description	Revise (R) Add (A) Void (V) Sheet No.'s	Total # Sheets in PLAT Set	REVISION DATE	WILLIAMSON COUNTY

ROW ACREAGES	
	AREA
PFLUGERVILLE/WILLIAMSON	3.45
HUTTO/WILLIAMSON	61.52
HUTTO/TRAVIS	16.44
TOTAL	81.41

PROPOSED LOT WIDTH	ALLOWABLE IMPERVIOUS
70'-100'	45%
60'	50%
50'	50%

GENERAL NOTES:

1. BEARING BASIS: NAD-83, TEXAS CENTRAL (4203) STATE PLATE SYSTEM COORDINATES AND DISTANCES FOR THIS PROJECT ARE SURFACE BASED ON A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00010.

2. VERTICAL DATUM: NAVD-88 (GEOID 2012A) PER LEICA (SMARTNET), VRS (GPS) NETWORK

BENCHMARK LIST:

BM #15067
PK NAIL SET IN TOP OF CONCRETE HEADWALL (NEAR WEST END OF HEADWALL) ON THE NORTH SIDE OF C.R. 198, APPROXIMATELY 290 FEET WEST OF THE "T" INTERSECTION OF C.R. 198 AND APACHE PASS.
SURFACE COORDINATES:
N: 10150690.1
E: 3180373.1
ELEV. = 610.26 FEET

BM# 15071
PK NAIL SET IN TOP OF CONCRETE CULVERT (NORTHEAST CORNER OF CULVERT) ON WEST SIDE OF GRAVEL DRIVEWAY ENTRANCE TO MANVILLE WATER TOWER SITE, ALONG NORTH SIDE OF C.R. 198, APPROXIMATELY 1790 FEET WEST OF "T" INTERSECTION OF C.R. 198 AND APACHE PASS.
SURFACE COORDINATES:
N: 10150938.8
E: 3178907.7
ELEV. = 654.08 FEET

BM # 15073
PK NAIL SET IN TOP OF CONCRETE HEADWALL (NORTHEAST CORNER OF HEADWALL) ON SOUTH SIDE OF C.R. 198, APPROXIMATELY 50 FEET EAST OF "T" INTERSECTION OF C.R. 198 AND TONKAWA RIDGE.
SURFACE COORDINATES:
N: 10151454.6
E: 3178248.1
ELEV. = 641.08 FEET



LOCATION MAP
1"=2000'

THE LOTS LISTED BELOW MAY NOT BE FURTHER SUBDIVIDED	
LOT	BLOCK
8-13	H
15-34	H
37-40	H
7-9	I
14	I
11-23	J
64-74	L
75-86	L
2-37	O
1-30	P
5-14	Q
16-24	Q
1-26	R
28-59	R
30-35	S
1-24	T
1,4,5,7,8,11	U
2-28	V
21-32	V

TEMPORARY TURN AROUND EASEMENTS
FOR A 0.124 ACRE (5,388 SQ. FT.) TRACT OF LAND (DOC. #2023084160), A 0.245 ACRE (10,699 SQ. FT.) TRACT OF LAND (DOC. #2023084161) AND A 0.266 ACRE (11,570 SQ. FT.) TRACT OF LAND (DOC. #2023084162) SITUATED IN THE J. WILSON COPES SURVEY, ABSTRACT NO. 137, WILLIAMSON COUNTY, TEXAS, SAID TRACTS OF LAND BEING A PORTION OF THE CALLED 305.777 ACRE TRACT OF LAND CONVEYED TO AUSTIN NOME VENTURES, LLC, RECORDED IN DOCUMENT NO. 2021107764 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS AND DOCUMENT NO. 2021159013 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

BM #15085
PK NAIL SET IN TOP OF CONCRETE CULVERT (SOUTH EAST CORNER OF CULVERT) ON THE NORTH SIDE OF C.R. 198, APPROXIMATELY 500 FEET EAST OF THE "T" INTERSECTION OF C.R. 198 AND C.R. 139.
SURFACE COORDINATES
N: 10151566.5
E: 3177642.3
ELEV. = 608.71 FEET

BM #15084
PK NAIL SET IN TOP OF LAYDOWN CURB ON SOUTH SIDE OF ROWE LANE, AT NORTHEAST CORNER OF "T" INTERSECTION OF ROWE LANE AND CARRIES RANCH ROAD.
SURFACE COORDINATES
N: 10150126.5
E: 3175591.4
ELEV. = 650.58 FEET

FLOOD PLAIN
BASED ON FEDERAL FLOOD ADMINISTRATION FIRM PANEL 48491C 0675F, DECEMBER 20, 2019, A PORTION OF THE SUBDIVISION IS LOCATED IN ZONE AE. FOR THE PURPOSES OF ESTABLISHED DRAINAGE EASEMENTS, FLOOD PLAIN LIMITS, AND BASE FLOOD ELEVATIONS THE 500 YR FLOOD ELEVATION WILL BE UTILIZED AS AN ALTERNATIVE TO THE 100 YR NOAA ATLAS 14 FLOODPLAIN. AT THE TIME OF FINAL PLATTING, IF A NEW ATLAS 14 1%AC STUDY HAS BEEN ADOPTED BY FEMA, THE NEWEST STUDY WILL SUPERCEDE.

ALL RESPONSIBILITY FOR THE ADEQUACY OF THESE PLATS REMAINS WITH THE ENGINEER WHO PREPARED THEM. IN REVIEWING THESE PLATS, THE CITY OF PFLUGERVILLE MUST RELY ON THE ADEQUACY OF THE WORK OF THE DESIGN ENGINEER.

1	COVER SHEET
2	GENERAL INFORMATION
3	EXISTING CONDITIONS PLAN SHEET 1
4	EXISTING CONDITIONS PLAN SHEET 2
5	EXISTING CONDITIONS PLAN SHEET 3
6	EXISTING CONDITIONS PLAN SHEET 4
7	OVERALL PRELIMINARY PLAN
8	PRELIMINARY PLAN SHEET 1
9	PRELIMINARY PLAN SHEET 2
10	PRELIMINARY PLAN SHEET 3
11	PRELIMINARY PLAN SHEET 4
12	PRELIMINARY PLAN SHEET 5
13	PRELIMINARY PLAN SHEET 6
14	PRELIMINARY PLAN SHEET 7
15	CR-198 VACATION PLAN
16	PRELIMINARY INTERSECTION DETAIL 1
17	PRELIMINARY INTERSECTION DETAIL 2
18	PRELIMINARY INTERSECTION DETAIL 3
19	ADT PLAN

C10.1 Drainage Maintenance
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.

C10.2 Utility Service Providers:
WATER SERVICE IS PROVIDED BY: MANVILLE W.S.C.
WASTEWATER SERVICE IS PROVIDED BY: LAKESIDE M.U.D. #9

C10.3 Improvements within the Right-of-way or Road widening easements
THE LANDOWNER ASSUMES ALL RISKS ASSOCIATED WITH IMPROVEMENTS LOCATED IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS. BY PLACING ANYTHING IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS, THE LANDOWNER INDEMNIFIES AND HOLDS THE COUNTY, IT'S OFFICERS AND EMPLOYEES HARMLESS FROM ANY LIABILITY OWING TO PROPERTY DEFECTS OR NEGLIGENCE NOT ATTRIBUTABLE TO THEM AND ACKNOWLEDGES THAT THE IMPROVEMENTS MAY BE REMOVED BY THE COUNTY AND THAT THE OWNER OF THE IMPROVEMENT SHALL BE RESPONSIBLE FOR THE RELOCATION AND/OR REPLACEMENT OF THE IMPROVEMENT.

C10.4 Rural Mailboxes
RURAL MAILBOXES SHALL BE SET THREE FEET FROM THE EDGE OF THE PAVEMENT OR BEHIND CURBS, WHEN USED. ALL MAILBOXES WITHIN COUNTY ARTERIAL RIGHT-OFWAY SHALL MEET THE CURRENT TXDOT STANDARDS. ANY MAILBOX THAT DOES NOT MEET THIS REQUIREMENT MAY BE REMOVED BY WILLIAMSON COUNTY.

C10.6 Sight Distance Easements
NO CONSTRUCTION, PLATTING OR GRADING SHALL BE PERMITTED TO INTERFERE WITH SIGHT DISTANCE EASEMENTS BETWEEN THE HEIGHTS OF THREE AND EIGHT FEET AS MEASURED FROM THE CROWNS OF THE ADJACENT STREETS.

C10.8 Impervious Cover
DRAINAGE AND DETENTION DESIGN IS BASED THE FOLLOWING FOR RESIDENTIAL LOTS:
45' WIDTH - 50% IMPERVIOUS COVER PER LOT
55' WIDTH - 50% IMPERVIOUS COVER PER LOT
70' WIDTH - 45% IMPERVIOUS COVER PER LOT
FOR THE HUTTO I.S.D. LOT, STORMWATER MANAGEMENT CONTROLS SHALL BE DESIGNED, CONSTRUCTED AND MAINTAINED BY HUTTO I.S.D., WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATION WILL REVIEW THE STORMWATER MANAGEMENT CONTROLS PROPOSED ON LOT.

C10.9 Minimum Finished Floor Elevation
THE MINIMUM FFE SHALL BE AT LEAST ONE FOOT ABOVE THE ADJACENT FINISHED GRADE AND 3 FEET ABOVE THE BFE. EXCEPTIONS CAN BE MADE AT ENTRANCE AND EGRESS POINTS, WHERE NECESSARY. TO MEET THE AMERICANS WITH DISABILITIES ACT (ADA), RECREATIONAL VEHICHLE PARKING PADS MUST ALSO BE PLACED AT LEAST ONE FOOT ABOVE BFE. THE BRUSHY CREEK 0.2% ANNUAL YEAR EVENT (500 YR FLOODPLAIN) BASED ON FIRM MAP 48491C0675F EFFECTIVE DECEMBER 20, 2019 WILL BE USED TO ESTABLISH A MINIMUM FINISHED FLOOR ELEVATIONS ON THE PLAT OF AT LEAST 3 FEET ABOVE THE FLOODPLAIN FOR LOTS NEAR THE 500 YR. FLOODPLAIN. AT SUCH TIME AS A UPDATED FLOODPLAIN USING THE ATLAS 14 1% AC STUDY IS ESTABLISHED THE FINISHED FLOOR ELEVATIONS WILL BE A MINIMUM OF 3' ABOVE THE BFE.

C10.11 Homeowners Association
THE OWNER SHALL CREATE A MANDATORY HOMEOWNERS ASSOCIATION THAT SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND LIABILITY OF ANY LANDSCAPING, IRRIGATION, SIDEWALKS, ILLUMINATION, SUBDIVISION IDENTIFICATION SIGNS, WATER QUALITY FEATURES, ETC. PLACED WITHIN THE WILLIAMSON COUNTY RIGHT-OF-WAY. THIS HOMEOWNERS ASSOCIATION SHALL HAVE ASSESSMENT AUTHORITY TO INSURE THE PROPER FUNDING FOR MAINTENANCE.

C10.14 Driveway Maintenance
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.

C11.2.3 FLOODPLAIN INFORMATION, SUCH AS FLOODPLAIN BOUNDARIES, DEPTHS, ELEVATIONS, AND THE MINIMUM FINISHED FLOOR ELEVATIONS SHOWN ON THIS PLAT, WILL CHANGE OVER TIME WITH BETTER DATA AND FLOOD STUDIES. THE FLOODPLAIN INFORMATION SHOWN ON THIS PLAT WAS ACCURATE AT THE TIME OF PLATTING, BUT MAY BE SUPERSEDED AT THE TIME OF CONSTRUCTION. THE BEST AVAILABLE FLOODPLAIN DATA SHALL BE UTILIZED AT THE TIME OF CONSTRUCTION, AS DETERMINED BY THE WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATOR. A FLOODPLAIN DEVELOPMENT PERMIT APPLICATION MUST BE SUBMITTED AND APPROVED PRIOR TO ANY CONSTRUCTION OR DEVELOPMENT WITHIN OR ADJACENT TO A REGULATED FLOODPLAIN. THE BRUSHY CREEK 0.2% ANNUAL YEAR EVENT (500 YR FLOODPLAIN) BASED ON FIRM MAP 48491C0675F EFFECTIVE DECEMBER 20, 2019 WILL BE USED TO ESTABLISH THE MINIMUM FINISHED FLOOR ELEVATIONS ON THE PLAT FOR LOTS NEAR THE 500 YR. FLOODPLAIN.

C12.1 ONSITE STORMWATER DETENTION IS BEING PROVIDED FOR THIS SUBDIVISION

SIDEWALKS
SIDEWALKS WILL BE CONSTRUCTION ON BOTH SIDES OF ALL STREETS BASED ON THE CITY OF HUTTOS DETAILS AND SPECIFICATIONS. 5' SIDEWALKS WILL BE CONSTRUCTED ADJACENT TO STREETS WITH THE CONSTRUCTION OF EACH RESIDENCE. **SIDEWALKS ALONG STREETS ADJACENT TO AMENITY CENTERS, OPEN SPACE, EASEMENTS, RIGHTS-OF-WAY, AND LAND DEDICATED FOR PARKS AND OTHER PURPOSES, AND TRAIL SYSTEMS** WILL BE CONSTRUCTED BY THE DEVELOPER. THESE WILL BE MAINTAINED BY THE HOA.

ALL SIDEWALKS SHALL BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.

DRIVEWAYS
DRIVEWAYS SHALL ONLY CONNECT TO AN INTERNAL PLATTED ROAD AND NOT TO ROWE LANE, MELBER LANE, OR CR 198, THE ADJACENT COUNTY ROADWAYS.

WILLIAMSON COUNTY REGULATIONS
THIS SUBDIBVISION IS VESTED TO THE WILLIAMSON COUNTY SUBDIVISION REGULATIONS DATED DECEMBER 7, 2021.

CITY OF HUTTO NOTES:

NO BUILDING, FENCING, LANDSCAPING OR STRUCTURES ARE ALLOWED WITHIN ANY DRAINAGE EASEMENT UNLESS EXPRESSLY PERMITTED BY THE CITY OF HUTTO.
A 10' P.U.E. IS HEREBY DEDICATED ALONG AND ADJACENT TO ALL STREET SIDE PROPERTY LINES FOR WATER, SEWER, AND STORM SEWER.
A 5' P.U.E. IS HEREBY DEDICATED ALONG AND ADJACENT TO ALL STREET SIDE PROPERTY LINES FOR UTILITIES OTHER THAN WATER, SEWER, AND STORM SEWER LINES.
A 3' P.U.E. IS HEREBY DEDICATED ON EACH SIDE OF ALL INTERIOR SIDE LOT LINES FOR UTILITIES OTHER THAN WATER, SEWER, AND STORM SEWER LINES.
NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO PUBLIC WATER AND WASTEWATER UTILITIES.

STRUCTURES
IN ORDER TO PROMOTE DRAINAGE AWAY FROM A STRUCTURE, THE SLAB ELEVATION SHOULD BE BUILT AT LEAST ONE-FOOT ABOVE THE SURROUNDING GROUND, AND THE GROUND SHOULD BE GRADED AWAY FROM THE STRUCTURE AT A SLOPE OF ½" PER FOOT FOR A DISTANCE OF AT LEAST 10 FEET.

UTILITY PROVIDERS FOR THIS DEVELOPMENT ARE:
WATER: MANVILLE W.S.C.
WASTEWATER: LAKESIDE M.U.D. #9
ELECTRIC: ONCOR ELECTRIC
GAS (NATURAL OR PROPANE): SIENERGY

DETENTION
ON-SITE STORMWATER DETENTION FACILITIES WILL BE PROVIDED TO REDUCE POST-DEVELOPMENT PEAK RATES OF DISCHARGE OF THE 2, 10, 25 AND 100-YEAR STORM EVENTS.

EASEMENTS
ALL EASEMENTS WILL COMPLY WITH THE CITY OF HUTTO CODE REQUIREMENTS.
ALL EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR HIS OR HER ASSIGNS.
ALL DRAINAGE LOTS SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION
AMENITY, OPEN SPACE AND GREENLINK LOTS WILL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.

FIRE NOTE
STREETS MORE THAN 26 FEET WIDE AND LESS THAN 32 FEET WIDE ARE REQUIRED TO HAVE FIRE LANE SIGNAGE POSTED ON ONE SIDE OF THE STREET

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NO. 10006900

STATE OF TEXAS REGISTERED SHANE SHAFER 5281 PROFESSIONAL SURVEYOR

This plat was approved for recording by the Planning and Zoning Commission Chair on the _____ day of_____, 20__.

_____ _____
Susanna Boyer Date
Planning and Zoning Commission Chair

This subdivision is located within the City of Hutto, this the _____ day of _____, 20____.

_____ _____
Ashley Bailey Date
Development Services Director
City of Hutto

BLUFFS AT BLACKHAWK
PRELIMINARY PLAT
WILLIAMSON COUNTY
NOT FOR RECORDATION

#	REVISION	DATE

SCALE:
DATE: 9/9/2024
JOB: SITE
DRAWN BY: MM
CHECKED BY: MM

ALM ENGINEERING, INC. F-3565
CONSULTING ENGINEERS
PO Box 536
Dripping Springs, Texas, 78620
(512)431-9600 - matt@almengr.com

STATE OF TEXAS MATTHEW MITCHELL 83335 LICENSED PROFESSIONAL ENGINEER
9-9-2024

BLUFFS AT BLACKHAWK
CR 198
WILLIAMSON COUNTY/ TRAVIS COUNTY, TX

BLUFFS AT BLACKHAWK

TRACT 1 METES AND BOUNDS DESCRIPTION

FOR A 107.927 ACRE TRACT OF LAND SITUATED IN THE JOHN C. DUVAL SURVEY, ABSTRACT NO. 194, WILLIAMSON COUNTY, TEXAS, BEING OUT OF THE REMNANT PORTION OF THE CALLED 200.24 ACRE TRACT OF LAND (TRACT 1, PARCEL C) CONVEYED TO TIEMANN LEGACY, LP, RECORDED IN DOCUMENT NO. 2022003934 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, BEING ALL OF THE REMNANT PORTION OF THE CALLED 3.50 ACRE TRACT OF LAND (TRACT 2) CONVEYED TO ROBERT M. TIEMANN, RECORDED IN DOCUMENT NO. 2003114459 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, BEING ALL THE REMNANT PORTION OF THE CALLED 0.61 ACRE TRACT OF LAND CONVEYED TO ROBERT M. TIEMANN, RECORDED IN DOCUMENT NO. 2003114458 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING OF THE CALLED 1.000 ACRE TRACT OF LAND CONVEYED TO JOEL LUTON IN DOCUMENT NO. 2022089415, TO BLAKE GRANT IN DOCUMENT NO. 2022089416, TO MICHAEL ENDRES IN DOCUMENT NO. 2022089417, TO PEDRO ALONSO IN DOCUMENT NO. 2022089418, AND TO BRUCE DICKEY IN DOCUMENT NO. 2022089419, ALL DOCUMENTS OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 107.927 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod set with cap marked "Diamond Surveying" on a point in the east boundary line of said remnant portion of the 200.24 acre Tiemann Legacy, LP tract, same being on a point in the west right-of-way line of County Road 198 (right-of-way width varies), for the southeast corner and POINT OF BEGINNING hereof, from which a 60D nail found on the southeast corner of said remnant portion of the 200.24 acre Tiemann Legacy, LP tract, same being on the west right-of-way line of Melber Lane (right-of-way width varies), bears S 07°34'26" W for a distance of 1317.54 feet,

THENCE, N 74°50'45" W through the interior of said remnant portion of the 200.24 acre Tiemann Legacy, LP tract, for a distance of 2770.89 feet to a 1/2" iron rod found leaning on a point in the west boundary line of said remnant portion of the 200.24 acre Tiemann Legacy, LP tract, same being on the northeast corner of Lot 12, Rowe Lane Estates Section Two, a subdivision recorded in Cabinet K, Slide 141 of the Plat Records of Williamson County, Texas, and recorded in Volume 91 Page 71 of the Plat Records of Travis County, Texas, same being on the southeast corner of Lot 7, Rowe Lane Estates I, a subdivision recorded in Cabinet K, Slide 75 of the Plat Records of Williamson County, Texas, same being on the southeast corner of the called 4.910 acre tract of land conveyed to Tiemann Legacy, LP, recorded in Document No. 2022003933 of the Official Public Records of Williamson County, Texas, for the southwest corner hereof;

THENCE, with the west boundary line of said remnant portion of the 200.24 acre Tiemann Legacy, LP tract, same being with the east boundary line of said Rowe Lane Estates I, in part with the east boundary line of said 4.910 acre Tiemann Legacy, LP tract, the following four (4) courses and distances:

1. N 07°45'47" E passing at a distance of 150.02 feet, a 1/2" iron rod set with cap marked "Diamond Surveying" on the northeast corner of said 4.910 acre Tiemann Legacy, LP tract, continuing for a total distance of 378.27 feet to a 1/2" iron rod found on the northeast corner of said Lot 7, same being on the southeast corner of Lot 6 of said Rowe Lane Estates I, for an angle point hereof;
2. N 07°47'56" E for a distance of 378.45 feet to a 1/2" iron rod found on the northeast corner of said Lot 6, same being on the southeast corner of Lot 5 of said Rowe Lane Estates I, for an angle point hereof;
3. N 07°55'28" E for a distance of 379.94 feet to an iron rod found with cap marked "Randell Jones" on the northeast corner of said Lot 5, same being on the southeast corner of Lot 1 of said Rowe Lane Estates I, for an angle point hereof;
4. N 07°47'35" E for a distance of 358.16 feet to an iron rod found with illegible cap on northwest corner of said remnant portion of the 200.24 acre Tiemann Legacy, LP tract, same being on the southwest corner of said remnant portion of the 3.50 acre Tiemann tract, same being on the east boundary line of said Lot 1, Rowe Lane Estates I, for an angle point hereof;

THENCE, N 07°46'50" E with the west boundary line of said remnant portion of the 3.50 acre Tiemann tract, in part with the east boundary line of said Lot 1, Rowe Lane Estates I, in part with the east boundary line of a right-of-way dedication as shown on said Rowe Lane Estates I, in part through the interior of the right-of- way of County Road 198, passing at a distance of 464.87 feet a 1/2" iron rod found on the southeast corner of said right-of-way dedication, same being on an angle point in the south right-of-way line of County Road 198, continuing for a total distance of 501.00 feet to a cotton gin spindle set in asphalt roadway on the northwest corner of said remnant portion of the 3.50 acre Tiemann tract, same being in said interior of the right-of-way of County Road 198, for the northwest corner hereof;

THENCE, with the north boundary line of said remnant portion of the 3.50 acre Tiemann tract, same being through said interior of the right-of-way of County Road 198, the following three (3) courses and distances:

1. S 82°23'39" E for a distance of 61.40 feet to a cotton gin spindle set in asphalt roadway on the beginning of a curve to the right;
2. With said curve to the right an arc length of 168.00 feet, said curve having a radius of 300.00 feet, a delta angle of 32°05'11" and a chord which bears S 51°08'47" E for a distance of 165.82 feet to a cotton gin spindle set in asphalt roadway, for the end of this curve hereof;
3. S 35°05'20" E for a total distance of 49.28 feet to a cotton gin spindle set in asphalt roadway for the northeast corner of said remnant portion of the 3.50 acre tiemann tract, same being on the north corner of a called 0.467 acre right-of-way dedication as shown on CR 198 – Manville Water Tank Site, a subdivision recorded in Document No. 2019103364 of the Official Public Records of Williamson County, Texas, for an angle point hereof;

THENCE, S 54°55'28" W with the common boundary line of said remnant portion of the 3.50 acre Tiemann tract and said 0.467 acre right-of-way dedication, same being through said interior of the right-of-way of County Road 198, for a distance of 46.22 feet to an iron rod found with cap marked "Randell Jones" on an angle point in the east boundary line of said remnant portion of the 3.50 acre Tiemann tract, same being on the west corner of said 0.467 acre right-of-way dedication, same being on the northwest corner of Lot 1, Block A of said CR 198 – Manville Water Tank Site, same being on an angle point in said south right-of-way line of County Road 198, for an angle point hereof

THENCE, S 09°01'21" W with the common boundary line of said remnant portion of the 3.50 acre Tiemann tract and said Lot 1, Block A, for a distance of 347.54 feet to an iron rod found with cap marked "Randell Jones" on the southeast corner of said remnant portion of the 3.50 acre Tiemann tract, same being on the southwest corner of said Lot 1, Block A, same being on an angle point in the north boundary line of said remnant portion of the 200.24 acre Tiemann Legacy, LP tract, for an angle point hereof;

THENCE, S 82°25'15" E with the common boundary line of said remnant portion of the 200.24 acre Tiemann Legacy, LP tract and said Lot 1, Block A, for a distance of 339.96 feet to an iron rod found with cap marked "Randell Jones" on the east corner of said Lot 1, Block A, same being on the south corner of said 0.467 acre right-of-way dedication, same being on the southwest corner of said remnant portion of the 0.61 acre Tiemann tract, same being on said south right-of-way line of County Road 198, for an angle point hereof;

THENCE, N 39°01'56" E with the common boundary line of said remnant portion of the 0.61 acre Tiemann tract and said 0.467 acre right-of-way dedication, same being through said interior of the right-of-way of County Road 198, for a distance of 51.58 feet to cotton gin spindle set in asphalt roadway on the northwest corner of said remnant portion of the 0.61 acre Tiemann tract, same being on the east corner of said 0.467 acre right-of-way dedication, for an angle point hereof;

THENCE, with the north boundary line of said remnant portion of the 0.61 acre Tiemann tract, same being through said interior of the right-of-way of County Road 198, with a curve to the left an arc length of 164.55 feet, said curve having a radius of 300.00 feet, a delta angle of 31°25'37" and a chord which bears S 66°41'07" E for a distance of 162.50 feet to a cotton gin spindle set in asphalt roadway on the east corner of said remnant portion of the 0.61 acre Tiemann tract, same being on an angle point in said north boundary line of the remnant portion of the 200.24 acre Tiemann Legacy, LP tract, for an angle point hereof;

THENCE, S 82°23'55" E with the north boundary line of said remnant portion of the 200.24 acre Tiemann Legacy, LP tract, same being through said interior of the right-of-way of County Road 198, for a distance of 2021.43 feet to an iron rod found with cap marked "SAM INC" on the northeast corner of said 200.24 acre Tiemann Legacy, LP tract, for the northeast corner hereof;

THENCE, S 07°34'26" W in part with the east boundary line of said remnant portion of the 200.24 acre Tiemann Legacy, LP tract, in part with the east boundary line of said 1.000 acre Luton, Grant, Endres, Alonso, Dickey tract, in part through said interior of the right-of-way of County Road 198, in part with the west right-of-way line of County Road 198, for a distance of 1859.13 feet to the POINT OF BEGINNING hereof and containing 107.927 acres of land more or less.

Bearing Basis: NAD-83, Texas Central Zone (4203) State Plane System. Distances shown hereon are surface distances based on a combined surface adjustment factor of 1.00010.

TRACT 2 METES AND BOUNDS DESCRIPTION

FOR A 455.546 ACRE TRACT OF LAND SITUATED IN THE JOHN C. DUVAL SURVEY, ABSTRACT NO. 194, WILLIAMSON COUNTY, TEXAS, THE JOHN C. DUVAL SURVEY, ABSTRACT NO. 235, TRAVIS COUNTY, TEXAS, THE J.W. COPES SURVEY, ABSTRACT NO. 137, WILLIAMSON COUNTY, TEXAS, THE J.W. COPES SURVEY, ABSTRACT NO. 167, TRAVIS COUNTY, TEXAS, AND BEING ALL OF THE CALLED 19.979 ACRE TRACT OF LAND CONVEYED TO BOARD OF THE HUTTO INDEPENDENT SCHOOL DISTRICT, RECORDED IN DOCUMENT NO. 2021121818 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING ALL OF THE REMNANT PORTION OF THE CALLED 159.457 ACRE TRACT OF LAND (TRACT 13), ALL OF THE CALLED 78.276 ACRE TRACT OF LAND (TRACT 14), AND ALL OF THE CALLED 219.02 ACRE TRACT OF LAND (TRACT 23), SAID TRACTS 13, 14, AND 23 CONVEYED TO TIEMANN LEGACY, LP, RECORDED IN DOCUMENT NO. 2022003934 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS AND RECORDED IN DOCUMENT NO. 2022005233 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS. SAID 455.546 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod found on the lower southwest corner of said remnant portion of the 159.457 acre Tiemann Legacy, LP tract, same being on an angle point in the north right-of-way line of Melber Lane (right-of-way width varies), for the lower southwest corner and POINT OF BEGINNING hereof;

TRACT 2 METES AND BOUNDS DESCRIPTION CONTINUED

THENCE, N 45°12'35" W with the south boundary line of said remnant portion of the 159.457 acre Tiemann Legacy, LP tract, same being with said north right-of-way line of Melber Lane, for a distance of 45.32 feet to a 1/2" iron rod found on the upper southwest corner of said remnant portion of the 159.457 acre Tiemann Legacy, LP tract, same being on the intersection of said north right-of-way line of Melber Lane and the east right-of-way line of County Road 198 (right-of-way width varies), for the upper southwest corner hereof;

THENCE, with the west boundary line of said remnant portion of the 159.457 acre Tiemann Legacy, LP tract, same being with said east right-of-way line of County Road 198, the following four (4) courses and distances:

1. N 08°01'45" E for a distance of 474.21 feet to a 1/2" iron rod found, for an angle point hereof;
2. N 08°11'31" E for a distance of 483.76 feet to a 1/2" iron rod found, for an angle point hereof;
3. N 07°41'19" E for a distance of 378.67 feet to a 1/2" iron rod found, for an angle point hereof;
4. N 07°13'11" E for a distance of 191.00 feet to a 1/2" iron rod found on an angle point in said west boundary line of the remnant portion of the 159.457 acre Tiemann Legacy, LP tract, same being on the southwest corner of said 78.276 acre Tiemann Legacy, LP tract, for an angle point hereof;

THENCE, with the west boundary line of said 78.276 acre Tiemann Legacy, LP tract, same being with said east right-of-way line of County Road 198, the following two (2) courses and distances:

1. N 07°44'55" E for a distance of 670.98 feet to a 1/2" iron rod found, for an angle point hereof;
2. N 42°48'54" W for a distance of 72.89 feet to a 1/2" iron rod found on the southeast corner of Lot 94, The Lookout at Brushy Creek, a subdivision recorded in Cabinet Q, Slide 288 of the Plat Records of Williamson County, Texas, for an angle point hereof;

THENCE, with the common boundary line of said 78.276 acre Tiemann Legacy, LP tract and said The Lookout at Brushy Creek, the following two (2) courses and distances:

1. N 08°18'55" E for a distance of 1771.99 feet to a 1/2" iron rod set with cap marked "Diamond Surveying", for an angle point hereof;
2. N 08°09'45" E for a distance of 434.51 feet to a 1/2" iron rod found on the northwest corner of said 78.276 acre Tiemann Legacy, LP tract, same being on the upper southwest corner of said 219.02 acre Tiemann Legacy, LP tract, for an angle point hereof;

THENCE, with the common boundary line of said 219.02 acre Tiemann Legacy, LP tract and said The Lookout at Brushy Creek, the following six (6) courses and distances:

1. N 07°30'36" E for a distance of 343.93 feet to a 1/2" iron rod found, for an angle point hereof;
2. N 06°55'28" E for a distance of 123.41 feet to a 1/2" iron rod found, for an angle point hereof;
3. N 10°25'22" E for a distance of 44.52 feet to a 1/2" iron rod found, for an angle point hereof;
4. N 09°57'50" E for a distance of 47.98 feet to a 1/2" iron rod set with cap marked "Diamond Surveying", for an angle point hereof, from which a 1/2" iron rod found bears S 07°01'23" W for a distance of 0.66 feet;
5. N 02°24'21" W for a distance of 174.70 feet to an iron rod found with cap marked "TLS", for an angle point hereof;
6. N 07°04'23" E for a distance of 342.03 feet to an iron rod found with cap marked "TLS", on an angle point in said west boundary line of the 219.02 acre Tiemann Legacy, LP tract, same being on the southwest corner of the called 43.00 acre tract of land conveyed to Kenneth Adix and Kristin Adix, recorded in Document No. 2021073945 of the Official Public Records of Williamson County, Texas, for an angle point hereof;

THENCE, with the common boundary line of said 219.02 acre Tiemann Legacy, LP tract and said 43.00 acre Adix tract, the following two (2) courses and distances:

1. S 87°16'05" E for a distance of 917.38 feet to a 1/2" iron rod set with cap marked "Diamond Surveying" on the southeast corner of said 43.00 acre Adix tract, for an angle point hereof;
2. N 07°43'41" E passing at a distance of 1955.16 feet, an iron rod found with cap marked "SB REF PT", continuing for a total distance of 2134.52 feet to a calculated point on the northwest corner of said 219.02 acre Tiemann Legacy, LP tract, same being on the northeast corner of said 43.00 acre Adix tract, same being on a point in the south boundary line of the called 99.65 acre tract of land conveyed to Bigsky Capital, LTD., recorded in Document No. 2021191282 of the Official Public Records of Williamson County, Texas, same being in the approximate center of Brushy Creek, for the northwest corner hereof;

THENCE, with the common boundary line of said 219.02 acre Tiemann Legacy, LP tract and said 99.65 acre Bigsky Capital, LTD. tract, same being with said approximate center of Brushy Creek the following twelve (12) courses and distances:

1. N 87°35'00" E for a distance of 114.75 feet to a calculated point;
2. N 68°51'00" E for a distance of 124.70 feet to a calculated point;
3. N 37°46'37" E for a distance of 223.17 feet to a calculated point;
4. N 31°30'41" E for a distance of 251.90 feet to a calculated point;
5. N 05°44'37" E for a distance of 217.89 feet to a calculated point;
6. N 15°45'55" W for a distance of 160.81 feet to a calculated point;
7. N 17°34'36" E for a distance of 132.54 feet to a calculated point;
8. N 74°26'55" E for a distance of 173.32 feet to a calculated point;
9. S 72°48'32" E for a distance of 133.78 feet to a calculated point;
10. S 63°17'38" E for a distance of 358.40 feet to a calculated point;
11. S 72°23'23" E for a distance of 129.73 feet to a calculated point;
12. S 48°41'18" E for a distance of 98.34 feet to a calculated point on the southeast corner of said 99.65 acre Bigsky Capital, LTD. tract, for an angle point hereof

THENCE, continuing with said north boundary line of the 219.02 acre Tiemann Legacy, LP tract, same being with said approximate center of Brushy Creek the following three (3) courses and distances:

TRACT 2 METES AND BOUNDS DESCRIPTION CONTINUED

1. S 48°41'18" E for a distance of 189.49 feet to a calculated point;
2. S 80°45'32" E for a distance of 101.62 feet to a calculated point;
3. N 72°17'16" E for a distance of 295.50 feet to a calculated point on the northeast corner of said 219.02 acre Tiemann Legacy, LP tract, same being on the northwest corner of the called 305.777 acre tract of land conveyed to Austin Nome Ventures, LLC, recorded in Document No. 2021107764 of the Official Public Records of Williamson County, Texas, for the northeast corner hereof;

THENCE, S 07°40'31" W with the common boundary of said 219.02 acre Tiemann Legacy, LP tract and said 305.777 acre Austin Nome Ventures, LLC tract, in part with the west boundary line of the called 0.86 acre tract of land (Exhibit B) conveyed to Charles Parker and Wife, Gladys Parker, recorded in Volume 2628, Page 55 of the Official Records of Williamson County, Texas, for a distance of 4144.07 feet to an iron rod found with cap marked "TLS" on a point in said west boundary line of the 0.86 acre Parker tract, for an angle point hereof;

THENCE, S 07°25'12" W continuing with said common boundary of the 219.02 acre Tiemann Legacy, LP tract and the 305.777 acre Austin Nome Ventures, LLC tract, same being with said west boundary line 0.86 acre Parker tract, for a distance of 701.02 feet to an iron rod found with cap marked "TLS" on the southwest corner of said 0.86 acre Parker tract, for an angle point hereof;

THENCE, S 07°33'24" W continuing with said common boundary of the 219.02 acre Tiemann Legacy, LP tract and the 305.777 acre Austin Nome Ventures, LLC tract, for a distance of 298.75 feet to a 1/2" iron rod found on the southeast corner of said 219.02 acre Tiemann Legacy, LP tract, same being on the northeast corner of said remnant portion of the 159.457 acre Tiemann Legacy, LP tract, for an angle point hereof;

THENCE, S 07°30'20" W with the common boundary of said remnant portion of the 159.457 acre Tiemann Legacy, LP tract and said 305.777 acre Austin Nome Ventures, LLC tract, for a distance of 716.55 feet to a 1" iron rod found on the southwest corner of said 305.777 acre Austin Nome Ventures, LLC tract, same being on the northwest corner of the called 23.573 acre tract of land conveyed to Ruby Mae Stiba Exempt Family Trust, recorded in Document No. 2022099234 of the Official Public Records of Williamson County, Texas, for and angle point hereof;

THENCE, S 07°56'51" W with the common boundary of said remnant portion of the 159.457 acre Tiemann Legacy, LP tract and said 23.573 acre Ruby Mae Stiba Exempt Family Trust tract, for a distance of 784.67 feet to a 1" iron rod found on the southwest corner of said 23.573 acre Ruby Mae Stiba Exempt Family Trust tract, same being on the northwest corner of the called 21.032 acre tract of land conveyed to Bob Alan Bishop and wife, Bobbie L. Bishop, recorded in Volume 12468, Page 357 of the Real Property Records of Travis County, Texas, for an angle point hereof;

THENCE, S 07°52'08" W with the common boundary of said remnant portion of the 159.457 acre Tiemann Legacy, LP tract and said 21.032 acre Bishop tract, for a distance of 699.15 feet to a 3/4" iron rod pipe on the southwest corner of said 21.032 acre Bishop tract, same being on the northwest corner of Lot 1, Brown Bennett Subdivision, recorded in Volume 90, Page 359 of the Plat Records of Travis County, Texas, for an angle point hereof;

THENCE, with the common boundary of said remnant portion of the 159.457 acre Tiemann Legacy, LP tract and said Lot 1, the following two (2) courses and distances:

1. S 07°26'50" W for a distance of 351.28 feet to a 1/2" iron rod found, for an angle point hereof;
2. S 08°06'25" W for a distance of 961.37 feet to an 1-1/2" iron pipe found on the southeast corner of said remnant portion of the 159.457 acre Tiemann Legacy, LP tract, same being on the southwest corner of said Lot 1, same being on a point in aforementioned north right-of-way line of Melber Lane, for the southeast corner hereof;

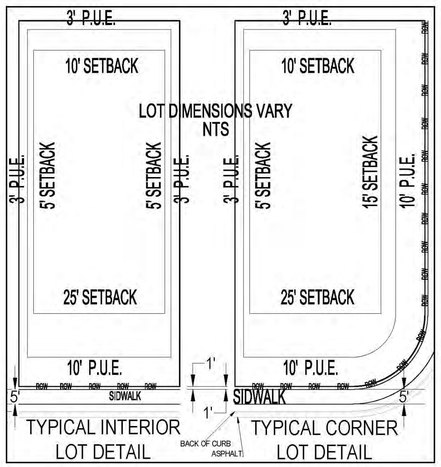
THENCE, with the south boundary of said remnant portion of the 159.457 acre Tiemann Legacy, LP tract, same being with said north right-of-way line of Melber Lane, the following two (2) courses and distances:

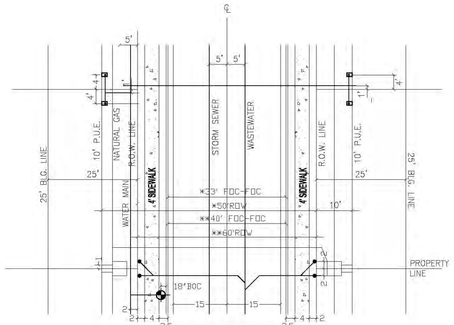
1. N 82°05'03" W for a distance of 1355.28 feet to a 1/2" iron rod found, for an angle point hereof;
2. N 81°39'35" W for a distance of 1213.19 feet to the POINT OF BEGINNING hereof and containing 455.546 acres of land more or less.

Bearing Basis: NAD-83, Texas Central Zone (4203) State Plane System. Distances shown hereon are surface distances based on a combined surface adjustment factor of 1.00010.

BLUFFS AT BLACKHAWK
PRELIMINARY PLAT
WILLIAMSON COUNTY
NOT FOR RECORDATION

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NO. 10006900

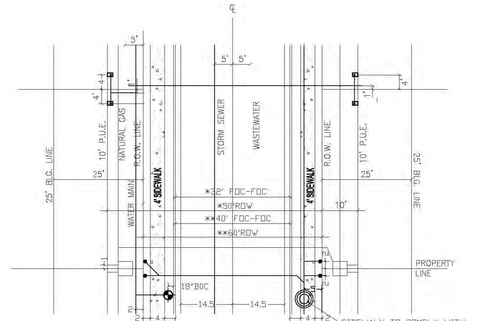




MINIMUM COVER BELOW FINISH-GRADE	
ELECTRIC PRIMARY	36"
ELECTRIC SECONDARY	24"
WATER	42"
WASTEWATER	48"
STORM SEWER	24"
GAS	24"
TELECOMMUNICATIONS	24"

*LOCAL RESIDENTIAL STREET
NOT TO SCALE
**RESIDENTIAL COLLECTOR STREET
NOT TO SCALE
NOTES: 1. DETECTABLE/MARKING TAPE IS REQUIRED ON ALL WATER AND WASTEWATER PIPES.

WILLIAMSON COUNTY UTILITY ASSIGNMENTS



SIDEWALK TO COMPLY WITH ANSI SLOPE TRIP HAZARD LIMITS. IF MANHOLE PREVENTS THESE REQUIREMENTS THEN THE MANHOLE MUST BE WALK PROOF INSERTED AROUND THE MANHOLE.

MINIMUM COVER BELOW FINISH-GRADE	
ELECTRIC PRIMARY	36"
ELECTRIC SECONDARY	24"
WATER	42"
WASTEWATER	48"
STORM SEWER	24"
GAS	24"
TELECOMMUNICATIONS	24"

*LOCAL RESIDENTIAL STREET
NOT TO SCALE
**RESIDENTIAL COLLECTOR STREET
NOT TO SCALE
NOTES: 1. DETECTABLE/MARKING TAPE IS REQUIRED ON ALL WATER AND WASTEWATER PIPES.

TRAVIS COUNTY UTILITY ASSIGNMENTS

#	REVISION	DATE

SCALE:
DATE: 6/24/2024
JOB: SITE
DRAWN BY: MM
CHECKED BY: MM

ALM ENGINEERING, INC.
CONSULTING ENGINEERS
PO Box 536
Dripping Springs, Texas, 78620
(512)431-9600 - matt@almengr.com

MATTHEW MITCHELL 83335 LICENSED PROFESSIONAL ENGINEER
6-24-2024

BLUFFS AT BLACKHAWK
CR 198
WILLIAMSON COUNTY/ TRAVIS COUNTY, TX

BLUFFS AT BLACKHAWK

AREA 1
0.243 ACRE WHICH LIES WITHIN THE APPARENT R.O.W. OF C.R. 198

AREA 2
2.258 ACRES WHICH LIES WITHIN THE APPARENT R.O.W. OF C.R. 198

COUNTY ROAD 198

LOT 1 BLOCK A CR 198 - MANVILLE WATER TANK SITE/DOC. NO. 2019110039 P.R.W.C.T.

TIEMANN LEGACY, LP
104.640 AC. PORTION OF TRACT 1 - DOC. NO. 2022203934 O.P.R.W.C.T.
CALLED 203.24 AC.
DOC. NO. 2022203934 O.P.R.W.C.T.

ROBERT M. TIEMANN
REMAINDER OF
TRACT 1 - CALLED 200.24 AC.
DOC. NO. 2003114459 O.P.R.W.C.T.
DOC. NO. 2003280486 O.P.R.T.C.T.

TIEMANN LEGACY, LP
CALLED 78.276 AC.
TRACT 1A
DOC. NO. 2022203934
O.P.R.W.C.T.

BOARD OF TRUSTEES OF THE HUTTO INDEPENDENT SCHOOL DISTRICT
CALLED 18.819 AC.
DOC. NO. 2007121818
W.C.O.R.P.R.

HUTTO ISD
20.1 Ac.

TRACT 1

TRACT 2

EX. POND (DEMO)

DEMO. EX. POND

Detention Pond

EXISTING CR 198

ROWE LANE

WILLIAMSON COUNTY
TRAVIS COUNTY

HUTTO ETJ
PFLUGERVILLE ETJ
ETJ

MELBER LANE

FUTURE MELBER LANE RE-ALIGNMENT

MELBER LANE 120' R.O.W.

CONTROL POINT #382 IRON ROD SET WITH CAP "DIAMOND CONTROL"
CONTROL SURFACE VALUES
N: 10149935.00
E: 3180975.10
ELEV. = 638.11'

CONTROL POINT #363 IRON ROD SET WITH CAP "DIAMOND CONTROL"
SURFACE VALUES
N: 10148039.44
E: 3082698.09
ELEV. = 657.79'

30" CMP
WEST F.L. ELEV. = 634.61'
EAST F.L. ELEV. = 632.80'

18" CMP
NORTH F.L. ELEV. = 636.25'
SOUTH F.L. ELEV. = 635.60'

12" RCP
NORTH F.L. ELEV. = 650.91'
SOUTH F.L. ELEV. = 651.08'

POINT OF BEGINNING
P.O.B. TRACT 1

P.O.B. TRACT 2

JOHN C. DUVAL SURVEY
ABSTRACT NO. 194
WILLIAMSON COUNTY, TEXAS

DANIEL BERGEN & GRACY BERGEN SURVEY
ABSTRACT NO. 2669

LEGEND

EXISTING TREE
EXISTING CONTOURS
PROPERTY LINE
SEPTIC SETBACK
DRAINAGE EASEMENT
TEMPORARY CONSTRUCTION EASEMENT
ATLAS 14 100 YR CALCULATED
EXISTING FENCE
P.O.B.
PROPOSED DEMOLITION

POINT OF BEARING
LIMITS OF WATER SURFACE COVERAGE FROM RUNOFF FROM A STORM HAVING A 1% PROBABILITY OF OCCURRING IN ANY YEAR PER CMB, II, SUD, 7S

200 100 0 200 400
1"=200' ALM

BLUFFS AT BLACKHAWK
PRELIMINARY PLAT
NOT FOR RECORDATION

ALM ENGINEERING, INC.
CONSULTING ENGINEERS
PO Box 536
Dripping Springs, Texas, 78620

#	REVISION	DATE

SCALE: 1"=200'
DATE: 6/8/2023
JOB: F-3565
SITE
DRAWN BY: MM
CHECKED BY: MM

ALM ENGINEERING, INC.
CONSULTING ENGINEERS
PO Box 536
Dripping Springs, Texas, 78620
(512)431-9600 - matt@almengr.com

STATE OF TEXAS
MATTHEW MITCHELL
83335
LICENSED PROFESSIONAL ENGINEER
6-8-2023

EXISTING CONDITIONS PLAT SHEET 1
PRELIMINARY – WILLIAMSON
BLUFFS AT BLACKHAWK

BLUFFS AT BLACKHAWK

AREA 2
2.258 ACRES WHICH
LIES WITHIN THE
APPARENT R.O.W.
OF C.R. 198

COUNTY ROAD 198

TRACT 1

TRACT 2

TRACT 1-1

EX. POND (DEMO)

DEMO. EX. POND

DEMO EX. Pond

TIEMANN LEGACY, LP
104.640 AC. PORTION OF
TRACT 1, PARCEL 12
CALLED 200.24 AC.
DOC. NO. 2022003634
O.P.R.W.C.T.

TIEMANN LEGACY, LP
CALLED 78.276 AC.
CONC. 1-6
DOC. NO. 2022037676
O.P.R.W.C.T.

TIEMANN LEGACY, LP
CALLED 139.478 AC.
REMAINDER PORTION OF
CALLED 139.957 AC.
DOC. NO. 2022053634
O.P.R.W.C.T.

ROBERT M. TIEMANN
REMAINDER
TRACT 1 - CALLED 200.24 AC.
NO. 2003114459 O.P.R.W.C.T.
NO. 2003280466 O.P.R.T.C.T.

BOARD OF TRUSTEES
OF THE
HUTTO INDEPENDENT
SCHOOL DISTRICT
CALLED 19.979 AC.
DOC. NO. 2021121818
O.P.R.W.C.T.

HUTTO ISD
20.1 Ac.

CHARLES PARKER AND WIFE,
GLADYS PARKER
CALLED 0.86 ACRE (EXHIBIT B)
VOL. 2628, PG. 55

CONTROL POINT #361
IRON ROD SET WITH
CAP "DIAMOND CONTROL"
SURFACE VALUES
N: 10151433.58
E: 3183856.10
ELEV. = 651.52'

EASEMENT DEED
15' WIDE EASEMENT
FOR WATERLINES TO
CHARLES ALLEN PARKER, JR.
AND WIFE, CAROLYN C. PARKER
DOC. NO. 9702419
O.P.R.W.C.T.

SOUTHWESTERN BELL TELEPHONE, L.P.,
A TEXAS LIMITED PARTNERSHIP
ACCESS AND CABLE EASEMENT
15' WIDE
DOC. NO. 2003059429
O.P.R.W.C.T.
AND DOC. NO. 2003129018
O.P.R.T.C.T.

EASEMENT DEED
15' WIDE EASEMENT
FOR WATERLINES TO
CHARLES ALLEN PARKER, JR.
AND WIFE, CAROLYN C. PARKER
DOC. NO. 9702419
O.P.R.W.C.T.

SOUTHWESTERN BELL TELEPHONE, L.P.,
A TEXAS LIMITED PARTNERSHIP
ACCESS AND CABLE EASEMENT 15' WIDE
DOC. NO. 2003129018
O.P.R.T.C.T.
AND DOC. NO. 2003059429
O.P.R.W.C.T.

CONTROL POINT #382 IRON
ROD SET WITH CAP "DIAMOND"
CONTROL SURFACE VALUES
N: 10149935.00
E: 3180975.10
ELEV. = 638.11'

CONTROL POINT #363
IRON ROD SET WITH CAP
"DIAMOND CONTROL"
SURFACE VALUES
N: 10148039.44
E: 3082698.09
ELEV. = 657.79'

CONTROL POINT #361
IRON ROD SET WITH CAP
"DIAMOND CONTROL"
SURFACE VALUES
N: 10147942.09
E: 3183353.32
ELEV. = 637.41'

JOHN C. DUVAL SURVEY
ABSTRACT NO. 194
WILLIAMSON COUNTY, TEXAS

J. WILSON COPES SURVEY
ABSTRACT NO. 167

MARSHLINE

MELBER LANE

FUTURE MELBER LANE RE-ALIGNMENT

MELBER LANE 70' R.O.W.

HUTTO ETJ
PFLUGERVILLE ETJ
ETJ
WILLIAMSON COUNTY
TRAVIS COUNTY

HUTTO ISD
PFLUGERVILLE ISD

ELECTRIC TOWER EASEMENT

ROUNDABOUT WITH ONE LOOP STEM IN PHASE 1

30" CMP
WEST F.L. ELEV. = 634.51'
EAST F.L. ELEV. = 632.80'

18" CMP
NORTH F.L. ELEV. = 638.20'
SOUTH F.L. ELEV. = 635.50'

12" RCP
NORTH F.L. ELEV. = 650.87'
SOUTH F.L. ELEV. = 651.58'

18" RCP/CMP
WEST F.L. ELEV. = 637.70'
EAST F.L. ELEV. = 637.06'

30" CMP
WEST F.L. ELEV. = 637.06'
EAST F.L. ELEV. = 637.18'

30" CMP
WEST F.L. ELEV. = 635.06'
EAST F.L. ELEV. = 634.47'

30" CMP
WEST F.L. ELEV. = 633.06'
EAST F.L. ELEV. = 633.42'

P.O.B.
1-1/2" IPF

P.O.B.
TRACT 11

P.O.B.
TRACT 2

N74°50'45"W 1210.82'

S01°34'25"W 1322.54'

S 87°39'25" W 1703.18'

N 87°39'25" E 1703.20'

S 87°39'25" E 1701.71'

S 87°39'27" E 1206.71'

S82°03'18"E 1473.79'

N82°37'18"W 1473.79'

S04°08'19"E 268.79'

S01°35'54"W 1206.71'

S01°35'54"W 1206.71'

LEGEND

EXISTING TREE
EXISTING CONTOURS
PROPERTY LINE
SEPTIC SETBACK
DRAINAGE EASEMENT
100YR/5% CONTRIBUTION GASBER A SLAS W 100 YR CALCULATED
EXISTING FENCE
P.O.B.
PROPOSED DEMOLITION
POINT OF BEARING
LIMITS OF WATER SURFACE COVERAGE FROM RUNOFF FROM A STORM HAVING A 1% PROBABILITY OF OCCURRING IN ANY YEAR PER CAB. K, SLD. 75

PL
100 ATLAS

200 100 0 200 400
1"=200' ALM

BLUFFS AT BLACKHAWK
PRELIMINARY PLAT
NOT FOR RECORDATION

ALM ENGINEERING, INC.
CONSULTING ENGINEERS
PO Box 536
Dripping Springs, Texas, 78620

#	REVISION	DATE

SCALE: 1"=200'
DATE: 6/8/2023
JOB: SITE
DRAWN BY: MM
CHECKED BY: MM

ALM ENGINEERING, INC. F-3565
CONSULTING ENGINEERS
PO Box 536
Dripping Springs, Texas, 78620
(512)431-9600 - matt@almengr.com

STATE OF TEXAS
MATTHEW MITCHELL
83335
LICENSED PROFESSIONAL ENGINEER
6-8-2023

EXISTING CONDITIONS PLAT SHEET 2
PRELIMINARY – WILLIAMSON
BLUFFS AT BLACKHAWK

BLUFFS AT BLACKHAWK

576.1

573.7

571.7

571.1

J. WILSON COPES SURVEY
ABSTRACT NO. 137

SAMUEL C
ABSTF

JOHN C. DUVAL SURVEY
ABSTRACT NO. 194

FEMA FLOOD ZONE AE

100-YR

500-YR

TRACT 2

FEMA
Floodplain

Existing
Pond

CENTRAL TOWER ESCALANTE

HARDLINE 2

CHARLES PARKER AND WIFE,
GLADYS PARKER
CALLED 0.86 ACRE (EXHIBIT B)
VOL. 2628, PG. 55

LEGEND

EXISTING TREE	
EXISTING CONTOURS	
PROPERTY LINE	PL
SEPTIC SETBACK	
DRAINAGE EASEMENT	
TEMPMW CONSTRUCTION EASEMENT	
ATLAS 14 100 YR CALCULATED	100 ATLAS
EXISTING FENCE	
P.O.B.	
PROPOSED DEMOLITION	

POINT OF BEARING
LIMITS OF WATER SURFACE COVERAGE FROM RUNOFF FROM A STORM HAVING A 1% PROBABILITY OF OCCURRING IN ANY YEAR PER CAS. R, SLD. 75

200 100 0 200 400
1"=200' ALM

BLUFFS AT BLACKHAWK
PRELIMINARY PLAT
NOT FOR RECORDATION

ALM ENGINEERING, INC.
CONSULTING ENGINEERS
PO Box 536
Dripping Springs, Texas, 78620

#	REVISION	DATE

SCALE: 1" =200'
DATE: 6/8/2023
JOB: SITE
DRAWN BY: MM
CHECKED BY: MM

ALM ENGINEERING, INC.
CONSULTING ENGINEERS
PO Box 536
Dripping Springs, Texas, 78620
(512)431-9600 - matt@almengr.com
F-3565

STATE OF TEXAS
MATTHEW MITCHELL
83335
LICENSED
PROFESSIONAL ENGINEER
6-8-2023

EXISTING CONDITIONS PLAT SHEET 3
PRELIMINARY – WILLIAMSON
BLUFFS AT BLACKHAWK

BLUFFS AT BLACKHAWK

FEMA FLOOD ZONE AE

J. WILSON COPES SURVEY
ABSTRACT NO. 137

LEGEND

EXISTING TREE
EXISTING CONTOURS
PROPERTY LINE
SEPTIC SETBACK
DRAINAGE EASEMENT
TEMPORARY CONSTRUCTION EASEMENT
ATLAS 14 100 YR CALCULATED
EXISTING FENCE
P.O.B.
PROPOSED DEMOLITION

PL
100 ATLAS
POINT OF BEARING
LIMITS OF WATER SURFACE COVERAGE FROM RUNOFF FROM A STORM HAVING A 1% PROBABILITY OF OCCURING IN ANY YEAR PER CAS X, SEC. 75

200 100 0 200 400
1"=200' ALM

BLUFFS AT BLACKHAWK
PRELIMINARY PLAT
NOT FOR RECORDATION

ALM ENGINEERING, INC.
CONSULTING ENGINEERS
PO Box 536
Dripping Springs, Texas, 78620

#	REVISION	DATE

SCALE: 1"=200'
DATE: 6/8/2023
JOB: SITE
DRAWN BY: MM
CHECKED BY: MM

ALM ENGINEERING, INC. F-3565
CONSULTING ENGINEERS
PO Box 536
Dripping Springs, Texas, 78620
(512)431-9600 - matt@almengr.com

STATE OF TEXAS
MATTHEW MITCHELL
83335
LICENSED PROFESSIONAL ENGINEER
6-8-2023

EXISTING CONDITIONS PLAT SHEET 4
PRELIMINARY – WILLIAMSON
BLUFFS AT BLACKHAWK

BLUFFS AT BLACKHAWK

FEMA FLOOD ZONE AE

PHASING									
PHASING #	AREA (AC)	50' RES.	60' RES.	70' RES.	100' RES.	ESTATE	LANDSCAPE	LIFT STATION	SCHOOL	TOTAL
REPLAT LOT 7	9.989					1	2			3
1	19.113		49	9			3			61
2	41.064		22	27			3			52
3	21.495		66	17			1			84
4	26.104	43	16	21			4			84
5	55.666		4	40	20	1	6			71
6A	24.933		48	30			7			85
6B	7.875	16	7				2			25
7A	3.491									
7B	0.603									
7C	26.325								1	1
8A	20.904	62								62
8B	17.228	66	11							77
9	20.828	52	14	1			4			71
10	16.371	43		3			4			50
11	23.367		6	34			2			42
12	21.270		22	35			3			60
13	20.845		32	26			1			59
14	46.496		33	25			1			59
15	151.910			30			3	1		34
TOTALS	575.877	282	330	298	20	2	46	1	1	980

50' LOTS	282
60' LOTS	330
70' LOTS	298
100' LOTS	20
ESTATE LOT	1
TOTAL	931

LEGEND

- EXISTING CONTOURS
- PROPOSED CENTERLINE
- PROPOSED EASEMENT
- PROPOSED ROW LINE
- PROPOSED LOT LINE
- SIDEWALK BY DEVELOPER
- PHASE LINES
- ALM IS NOT RESPONSIBLE FOR ANY UTILITIES NOT SHOWN OR LOCATED
- PROPOSED SS LINE — SS
- PROPOSED 10' SS INLET
- PROPOSED 8" WATERLINE — W
- PROPOSED 12" WATERLINE — 12 WL
- PROPOSED 16" WATERLINE — 16 WL
- PROPOSED FIRE HYDRANT
- PROPOSED WW LINE — WW
- PROPOSED 4' WW MANHOLE

P.O.B. = POINT OF BEGINNING
M.B.U. = MAIL BOX UNIT
L.S. = LANDSCAPE LOT
D.E. = DRAINAGE EASEMENT
P.U.E. = PUBLIC UTILITY EASEMENT

300 150 0 300 600

1"=300' ALM

BLUFFS AT BLACKHAWK PRELIMINARY PLAN

NOT FOR RECORDATION

WILLIAMSON&TRAVIS COUNTY, TEXAS

ALM ENGINEERING, INC.
CONSULTING ENGINEERS
PO Box 536
Dripping Springs, Texas, 78620
(512)431-9600 - matt@almengr.com
F-3565

#	REVISION	DATE

SCALE: 1"=300'
DATE: 9/10/2024
JOB: SITE
DRAWN BY: MM
CHECKED BY: MM

MATTHEW MITCHELL 83335 LICENSED PROFESSIONAL ENGINEER
9-10-2024

OVERALL PRELIMINARY PLAN
PRELIMINARY – WILLIAMSON
BLUFFS AT BLACKHAWK

BLUFFS AT BLACKHAWK

TREE LIST		
TAG #	TYPE	DIA. (in.)
3090	HACKBERRY	27
3091	PECAN	25
3092	HAWTHORN	10
3130	ASH	13
3131	ASH	12
3132	HACKBERRY	13
3133	HACKBERRY	22
3134	HACKBERRY	10
3135	HACKBERRY	10
3136	ASH	15
3137	ELM	14
3143	LIVE OAK	15
3145	PECAN	15
3146	LIVE OAK	11
3207	HAWTHORN	10
3208	HAWTHORE	11
3209	PECAN	9
3210	CEDAR ELM	9
3211	CEDAR ELM	9
3212	ASH	15
3213	ELM	14
3214	SPANISH OAK	13
3215	PINE	10
3216	PINE	17
3217	LIVE OAK	16
3237	ELM	11
3238	LIVE OAK	28
3239	ELM	10
3240	LIVE OAK	13
3241	LIVE OAK	33
3242	LIVE OAK	8
3243	LIVE OAK	13
3244	LIVE OAK	17
3245	LIVE OAK	14
3252	SPANISH OAK	20
3273	HACKBERRY	12"
3376	SOAPBERRY	14
3377	LIVE OAK	11
3378	CEDAR ELM	10
3379	LIVE OAK	12
3380	LIVE OAK	9
3383	LIVE OAK	10
3384	LIVE OAK	8
3385	LIVE OAK	15
3386	LIVE OAK	9
3387	LIVE OAK	9
3388	HACKBERRY	9
3389	PINE	8
3390	LIVE OAK	12
3391	HACKBERRY	12
3392	CEDAR ELM	12
3393	CEDAR ELM	9
3394	LIVE OAK	9
3395	LIVE OAK	13
3396	CEDAR ELM	13
3397	LIVE OAK	15
3398	LIVE OAK	14
3399	LIVE OAK	12
3400	LIVE OAK	8
3401	LIVE OAK	8
3402	CEDAR ELM	8
3403	CEDAR ELM	11
3404	LIVE OAK	12
3405	MULBERRY	14
3406	CEDAR ELM	8
3407	LIVE OAK	13
3408	CEDAR ELM	8
3409	CEDAR ELM	8
3410	HACKBERRY	33
6590	CEDAR ELM	10
6592	CEDAR ELM	13
6593	CEDAR ELM	12
10666	ELM	11"
10666	ELM	11"
10670	PECAN	42"
10670	PECAN	42"
10671	PECAN	25"
10671	PECAN	25"
10672	PECAN	42"
10672	PECAN	42"
12578	HAWTHORN	8"
15000	LIVE OAK	9"
15001	LIVE OAK	10"
16315	COTTONWOOD	27"
16316	COTTONWOOD	14"
16517	CEDAR ELM	15"
16518	CEDAR ELM	12"
16519	CEDAR ELM	14"
16604	HACKBERRY	16"
16605	HACKBERRY	19"
16606	HACKBERRY	12"
17145	ASH	12"
17146	ASH	11"
17147	ASH	20"
17173	HAWTHORNE	10"
17297	HACKBERRY	9"
17338	MESQUITE	26"
17406	HACKBERRY	8"
17437	HACKBERRY	8"
18320	CEDAR ELM	12"
18321	CEDAR ELM	14"
18328	CEDAR ELM	15"
18329	CEDAR ELM	14"
18330	CEDAR ELM	22"
19208	HACKBERRY	10"
19209	HACKBERRY	16"
19210	WILLOW	15"
19211	WILLOW	14"

HUTTO ETJ

PFLUGERVILLE ETJ

LOT 1 BLOCK A CR 198 - MANVILLE WATER TANK SITE DOC. NO. 2019100384 O.P.R.W.C.T.

THE LOOKOUT AT BRUSHY CREEK CAB. Q, SLDS. 288-298 P.R.W.C.T.

LOT 81 — THE LOOKOUT AT BRUSHY CREEK CAB. Q, SLDS. 288-298 P.R.W.C.T.

LOT 82 — THE LOOKOUT AT BRUSHY CREEK CAB. Q, SLDS. 288-298 P.R.W.C.T.

LOT 83 — THE LOOKOUT AT BRUSHY CREEK CAB. Q, SLDS. 288-298 P.R.W.C.T.

LOT 84 — THE LOOKOUT AT BRUSHY CREEK CAB. Q, SLDS. 288-298 P.R.W.C.T.

LOT 85 — THE LOOKOUT AT BRUSHY CREEK CAB. Q, SLDS. 288-298 P.R.W.C.T.

LOT 86 — THE LOOKOUT AT BRUSHY CREEK CAB. Q, SLDS. 288-298 P.R.W.C.T.

LOT 87 — THE LOOKOUT AT BRUSHY CREEK CAB. Q, SLDS. 288-298 P.R.W.C.T.

LOT 88 — THE LOOKOUT AT BRUSHY CREEK CAB. Q, SLDS. 288-298 P.R.W.C.T.

LOT 89 — THE LOOKOUT AT BRUSHY CREEK CAB. Q, SLDS. 288-298 P.R.W.C.T.

LOT 90 — THE LOOKOUT AT BRUSHY CREEK CAB. Q, SLDS. 288-298 P.R.W.C.T.

UTILITY RESERVE "A" THE LOOKOUT AT BRUSHY CREEK CAB. Q, SLDS. 288-298 P.R.W.C.T.

ROBERT M. TEIMANN 0.055 AC. REMNANT PORTION OF CALLED 0.91 AC. DOC. NO. 2003114458 O.P.R.W.C.T.

DORETTA BRAHN 2.00 AC. CONVEYANCE TRACT 1, CALLED 0.275 AC. DOC. NO. 2001044180 O.P.R.W.C.T.

COUNTY ROAD 198

BLOCK "B"

BLOCK "C"

BLOCK "D"

BLOCK "E"

BLOCK "F"

BLOCK "G"

BLOCK "A"

FLOWER MOON PASS

BONNYMAN DRIVE

BAYNEE PASS

BOBCAT LOW PATH

SHADOWFAX PATH

BAYTON LEE COURT

SHAHAIAH TRACE

CHLOES DRAW DRIVE

1 L.S., D.E. & P.U.E. Amenity Recreation

TEIMANN LEGACY LP 104.540 AC. REMAINDER OF

CR 139

JOHN RUSSELL SAUL, JR. AND KAREN IRENE SAUL, CO-TRUSTEES OF THE JOHN RUSSELL SAUL, JR. AND KAREN IRENE SAUL REVOCABLE LIVING TRUST TRACT NUMBER TWO - CALLED 107.0 AC. DOC. NO. 2006095404

DESCRIBED IN VOL. 450, PG. 91 D.R.W.C.T.

LOT 2 — ROWE LANE ESTATES I CAB. K, SLDS. 75-76 P.R.W.C.T.

LOT 3 — ROWE LANE ESTATES I CAB. K, SLDS. 75-76 P.R.W.C.T.

LOT 4 — ROWE LANE ESTATES I CAB. K, SLDS. 75-76 P.R.W.C.T.

LOT 5 — ROWE LANE ESTATES I CAB. K, SLDS. 75-76 P.R.W.C.T.

LOT 6 — ROWE LANE ESTATES I P.R.W.C.T.

RELOCATE West Pond Existing Pond

REPLAT LOT 7

LOT 7A REPLAT OF ROWE LANE ESTATES I CAB. K, SLDS. 75-76 P.R.W.C.T.

L.S.&D.E. LOT 7C-REPLAT OF LOT 7

L.S. LOT 7B - REPLAT OF LOT 7

TIEMANN LEGACY, LP CALLED 4.970 AC. DOC. NO. 2020103653 O.P.R.W.C.T.

ROWE LANE

LOT 22 — ROWE LANE ESTATES SECTION TWO CAB. K, SLDS. 141-143 P.R.W.C.T. VOL. 91, PGS. 71-73 P.R.T.C.T.

LOT 8 — ROWE LANE ESTATES SECTION TWO CAB. K, SLDS. 141-143 P.R.W.C.T. VOL. 91, PGS. 71-73 P.R.T.C.T.

LOT 9 — ROWE LANE ESTATES SECTION TWO CAB. K, SLDS. 141-143 P.R.W.C.T. VOL. 91, PGS. 71-73 P.R.T.C.T.

LOT 10 — ROWE LANE ESTATES SECTION TWO CAB. K, SLDS. 141-143 P.R.W.C.T. VOL. 91, PGS. 71-73 P.R.T.C.T.

LOT 11 — ROWE LANE ESTATES SECTION TWO CAB. K, SLDS. 141-143 P.R.W.C.T. VOL. 91, PGS. 71-73 P.R.T.C.T.

LOT 12 — ROWE LANE ESTATES SECTION TWO CAB. K, SLDS. 141-143 P.R.W.C.T. VOL. 91, PGS. 71-73 P.R.T.C.T.

MONUMENTATION

WILLIAMSON COUNTY

TRAVIS COUNTY

MATCHLAKE

21 - L.S.&D.E. LOT

1 — 2 — 3

LEGEND

PROPOSED CENTERLINE
PROPOSED EASEMENT
PROPOSED LOT LINE
SIDEWALK BY DEVELOPER
PHASE LINES

P.O.B. = POINT OF BEGINNING
M.B.U. = MAIL BOX UNIT
L.S. = LANDSCAPE LOT
D.E. = DRAINAGE EASEMENT
P.U.E. = PUBLIC UTILITY EASEMENT

100 50 0 100 200
1"=100' ALM

BLUFFS AT BLACKHAWK PRELIMINARY PLAT

NOT FOR RECORDATION

ALM ENGINEERING, INC.
CONSULTING ENGINEERS

#	REVISION	DATE

SCALE: 1"=100'
DATE: 9/9/2024
JOB: SITE
DRAWN BY: MM
CHECKED BY: MM

ALM ENGINEERING, INC. F-3565
CONSULTING ENGINEERS
PO Box 536
Dripping Springs, Texas, 78620
(512)431-9600 - matt@almengr.com

MATTHEW MITCHELL 85335 LICENSED PROFESSIONAL ENGINEER
9-9-2024

PRELIMINARY PLAT SHEET 1
PRELIMINARY – WILLIAMSON
BLUFFS AT BLACKHAWK

BLUFFS AT BLACKHAWK

TREE LIST		
TAG #	TYPE	DIA. (in.)
3090	HACKBERRY	27
3091	PECAN	25
3092	HAWTHORN	10
3130	ASH	13
3131	ASH	12
3132	HACKBERRY	13
3133	HACKBERRY	22
3134	HACKBERRY	10
3135	HACKBERRY	10
3136	ASH	15
3137	ELM	14
3143	LIVE OAK	15
3145	PECAN	15
3146	LIVE OAK	11
3207	HAWTHORN	10
3208	HAWTHORE	11
3209	PECAN	9
3210	CEDAR ELM	9
3211	CEDAR ELM	9
3212	ASH	15
3213	ELM	14
3214	SPANISH OAK	13
3215	PINE	10
3216	PINE	17
3217	LIVE OAK	16
3237	ELM	11
3238	LIVE OAK	28
3239	ELM	10
3240	LIVE OAK	13
3241	LIVE OAK	33
3242	LIVE OAK	8
3243	LIVE OAK	13
3244	LIVE OAK	17
3245	LIVE OAK	14
3252	SPANISH OAK	20
3273	HACKBERRY	12"
3376	SOAPBERRY	14
3377	LIVE OAK	11
3378	CEDAR ELM	10
3379	LIVE OAK	12
3380	LIVE OAK	9
3383	LIVE OAK	10
3384	LIVE OAK	8
3385	LIVE OAK	15
3386	LIVE OAK	9
3387	LIVE OAK	9
3388	HACKBERRY	9
3389	PINE	8
3390	LIVE OAK	12
3391	HACKBERRY	12
3392	CEDAR ELM	12
3393	CEDAR ELM	9
3394	LIVE OAK	9
3395	LIVE OAK	13
3396	CEDAR ELM	13
3397	LIVE OAK	15
3398	LIVE OAK	14
3399	LIVE OAK	12
3400	LIVE OAK	8
3401	LIVE OAK	8
3402	CEDAR ELM	8
3403	CEDAR ELM	11
3404	LIVE OAK	12
3405	MULBERRY	14
3406	CEDAR ELM	8
3407	LIVE OAK	13
3408	CEDAR ELM	8
3409	CEDAR ELM	8
3410	HACKBERRY	33
6590	CEDAR ELM	10
6592	CEDAR ELM	13
6593	CEDAR ELM	12
10666	ELM	11"
10666	ELM	11"
10670	PECAN	42"
10670	PECAN	42"
10671	PECAN	25"
10671	PECAN	25"
10672	PECAN	42"
10672	PECAN	42"
12578	HAWTHORN	8"
15000	LIVE OAK	9"
15001	LIVE OAK	10"
16515	COTTONWOOD	27"
16516	COTTONWOOD	14"
16517	CEDAR ELM	15"
16518	CEDAR ELM	12"
16519	CEDAR ELM	14"
16604	HACKBERRY	16"
16605	HACKBERRY	19"
16606	HACKBERRY	12"
17145	ASH	12"
17146	ASH	11"
17147	ASH	20"
17173	HAWTHORNE	10"
17297	HACKBERRY	9"
17328	MESQUITE	26"
17406	HACKBERRY	8"
17437	HACKBERRY	8"
18320	CEDAR ELM	12"
18321	CEDAR ELM	14"
18328	CEDAR ELM	15"
18329	CEDAR ELM	14"
18330	CEDAR ELM	22"
19208	HACKBERRY	10"
19209	HACKBERRY	16"
19210	WILLOW	15"
19211	WILLOW	14"

COUNTY ROAD 198
FLOWER MOON PASS
BONNYMAN DRIVE
SHADOWFAX PATH
BAYNEFLOSS
BAXTON LEE COURT
SAHASIGA TRACE
CHLOES DRAW DRIVE
ROWE LANE
GREAT GREY OWL WAY
CAMBER WAY
VALARIN WAY
ARAMHAWK LANE
BRISBY LANE
WALLSMARE
BLOCK "A"
BLOCK "B"
BLOCK "C"
BLOCK "D"
BLOCK "E"
BLOCK "F"
BLOCK "G"
BLOCK "H"
BLOCK "I"
BLOCK "J"
BLOCK "K"
BLOCK "L"
AMENITY POND
AMENITY POND 1
AMENITY POND 2
Amenity Recreation
1 L.S.,D.E.&P.U.E.
51 L.S.,D.E.&P.U.E.
41 L.S.,D.E.,& P.U.E.
12 L.S.&P.U.E.
MBU
21 - L.S.&D.E. LOT
1 L.S. LOT 1, BLK "BB"
ELECTRIC TOWER EASEMENT
TEXAS POWER & LIGHT COMPANY EASEMENT CENTERLINE (NO WIDTH SPECIFIED) LENGTH 1257' VOL. 348, PG. 400 D.R.W.C.T.
LCRA TRANSMISSION SERVICES CORPORATION CALLED 50.00 AC. DOC. NO. 2019018253 O.P.R.W.C.T.
TIEMANN LEGACY, LP 144.60 AC. PORTION OF TRACT 1 PARCEL C CALLED 200.24 AC. DOC. NO. 2022005634 O.P.R.W.C.T.
ROBERT M. TEMANN CALLED 200.24 AC. DOC. NO. 2003114459 O.P.R.W.C.T.
CALLED 1.000 ACRE JOEL LUTION DOC. NO. 2022086415
BLAKE GRANT DOC. NO. 2022086416
MICHAEL ENRIQUEZ DOC. NO. 2022086417
PEDRO ALONSO DOC. NO. 2022086418
BRUCE DICKEY DOC. NO. 2022086419
O.P.R.W.C.T.
HUTTO ETJ
PFLUGERVILLE ETJ
MATCHLINE 1
MATCHLINE 2
WILLIAMSON COUNTY
TRAVIS COUNTY
P.O.B TRACT
12X R.O.W.

LEGEND

PROPOSED CENTERLINE
PROPOSED EASEMENT
PROPOSED LOT LINE
SIDEWALK BY DEVELOPER
PHASE LINES

P.O.B.	=	POINT OF BEGINNING
M.B.U.	=	MAIL BOX UNIT
L.S.	=	LANDSCAPE LOT
D.E.	=	DRAINAGE EASEMENT
P.U.E.	=	PUBLIC UTILITY EASEMENT

100 50 0 100 200
1"=100' ALM

BLUFFS AT BLACKHAWK
PRELIMINARY PLAT
NOT FOR RECORDATION

ALM ENGINEERING, INC.
CONSULTING ENGINEERS

#	REVISION	DATE

SCALE: 1"=100'
DATE: 9/10/2024
JOB: SITE
DRAWN BY: MM
CHECKED BY: MM

ALM ENGINEERING, INC.
CONSULTING ENGINEERS
PO Box 536
Dripping Springs, Texas, 78620
(512)431-9600 - matt@almengr.com
F-3565

MATTHEW MITCHELL 83335 LICENSED PROFESSIONAL ENGINEER
9-10-2024

PRELIMINARY PLAT SHEET 2
PRELIMINARY – WILLIAMSON
BLUFFS AT BLACKHAWK

BLUFFS AT BLACKHAWK

MATCHLINE 2

MATCHLINE 3

5

7C

6A

7B

7A

6B

8A

6B

CALLED 1.00 ACRE
JOEL LUTTON
DOC. NO. 2022094915
BLAKE GRANT
DOC. NO. 2022098416
MICHAEL ENDRES
DOC. NO. 2022098417
PEDRO ALONSO
DOC. NO. 2022098418
BRUCE DICKEY
DOC. NO. 2022098419
O.P.R.W.C.T.

ELECTRIC TOWER EASEMENT
41 L.S.,D.E., & P.U.E.

TEXAS POWER & LIGHT COMPANY
EASEMENT
CENTERLINE (NO WIDTH SPECIFIED)
LENGTH 1257'
VOL. 346, PG. 400
D.R.W.C.T.
EASEMENT
LENGTH 1053'
AND VOL. 564, PG. 602
D.R.T.C.T.

23 L.S., P.U.E.& D.E.

WILLIAMSON COUNTY
TRAVIS COUNTY
HEMPSTEAD AVENUE

67 L.S. & D.E.

BOB ALAN BISHOP AND WIFE,
BOBBIE L. BISHOP
CALLED 21.032 AC.
VOL. 12468, PG. 357
R.P.R.T.C.T.

EASEMENT DEED
15' WIDE EASEMENT
FOR WATERLINES TO
CHARLES ALLEN PARKER, JR.
AND WIFE, CAROLYN C. PARKER
DOC. NO. 9702419
O.R.W.C.T.

31 L.S.&D.E.

SOUTHWESTERN BELL TELEPHONE L.P.,
A TEXAS LIMITED PARTNERSHIP
ACCESS AND CABLE EASEMENT 15' WIDE
DOC. NO. 2003129018
O.P.R.T.C.T.
AND DOC. NO. 2003135429
O.P.R.W.C.T.

LOT 1
BROWN BENNETT SUBDIVISION
VOL. 90, PG. 359
P.R.T.C.T.

LOT 2
BROWN BENNETT SUBDIVISION
VOL. 90, PG. 359
P.R.T.C.T.

7 L.S.&D.E.

PAUL SAUL
CALLED 114.986 AC
TRACT NUMBER FOUR
DOC. NO. 2008069940 10 O.P.R.W.C.T.
DESCRIBED AS SECOND TRACT
IN DOC. NO. 9629830 (O.R.W.C.T.)
AND IN VOL. 12712, PG. 457
R.P.R.T.C.T.

P.O.B.
TRACT 2

PAUL SAUL
CALLED 114.865 AC TRACT NUMBER FOUR
DOC. NO. 2008069940 10 P.R.W.C.T. DESCRIBED AS SECOND TRACT
IN DOC. NO. 9629830 (O.R.W.C.T.) AND IN VOL. 12712, PG. 457 R.P.R.T.C.T.

J.W. COPES SURVEY,
ABST. NO. 187
(TRAVIS COUNTY)

L.S. LOT 1, BLK "CC"

LS LOT
335
0.998ac.

TREE LIST

TAG #	TYPE	DIA. (in.)
3090	HACKBERRY	27
3091	PECAN	25
3092	HAWTHORN	10
3130	ASH	13
3131	ASH	12
3132	HACKBERRY	13
3133	HACKBERRY	22
3134	HACKBERRY	10
3135	HACKBERRY	10
3136	ASH	15
3137	ELM	14
3143	LIVE OAK	15
3145	PECAN	15
3146	LIVE OAK	11
3207	HAWTHORN	10
3208	HACKBERRY	11
3209	PECAN	9
3210	CEDAR ELM	9
3211	CEDAR ELM	9
3212	ASH	15
3213	ELM	14
3214	SPANISH OAK	13
3215	PINE	10
3216	PINE	17
3217	LIVE OAK	16
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3383	LIVE OAK	10
3384	LIVE OAK	8
3385	LIVE OAK	15
3386	LIVE OAK	9
3387	LIVE OAK	9
3388	HACKBERRY	9
3389	PINE	8
3390	LIVE OAK	12
3391	HACKBERRY	12
3392	CEDAR ELM	12
3393	CEDAR ELM	9
3394	LIVE OAK	9
3395	LIVE OAK	13
3396	CEDAR ELM	13
3397	LIVE OAK	15
3398	LIVE OAK	14
3399	LIVE OAK	12
3400	LIVE OAK	8
3401	LIVE OAK	8
3402	CEDAR ELM	8
3403	CEDAR ELM	11
3404	LIVE OAK	12
3405	MULBERRY	14
3406	CEDAR ELM	8
3407	LIVE OAK	13
3408	CEDAR ELM	8
3409	CEDAR ELM	8
3410	HACKBERRY	33
6590	CEDAR ELM	10
6592	CEDAR ELM	13
6593	CEDAR ELM	12
10666	ELM	11"
10666	ELM	11"
10670	PECAN	42"
10670	PECAN	42"
10671	PECAN	25"
10671	PECAN	25"
10672	PECAN	42"
10672	PECAN	42"
12578	HAWTHORN	8"
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18329	CEDAR ELM	14"
18330	CEDAR ELM	22"
19208	HACKBERRY	10"
19209	HACKBERRY	16"
19210	WILLOW	15"
19211	WILLOW	14"

LEGEND

PROPOSED CENTERLINE
PROPOSED EASEMENT
PROPOSED LOT LINE
SIDEWALK BY DEVELOPER
PHASE LINES
ATLAS 14 100 YR CALCULATED

P.O.B.	=	POINT OF BEGINNING
M.B.U.	=	MAIL BOX UNIT
L.S.	=	LANDSCAPE LOT
D.E.	=	DRAINAGE EASEMENT
P.U.E.	=	PUBLIC UTILITY EASEMENT

100 50 0 100 200
1"=100'
ALM

BLUFFS AT BLACKHAWK
PRELIMINARY PLAT
NOT FOR RECORDATION

ALM ENGINEERING, INC.
CONSULTING ENGINEERS

#	REVISION	DATE

SCALE: 1" = 100'
DATE: 9/10/2024
JOB: SITE
DRAWN BY: MM
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ALM ENGINEERING, INC.
CONSULTING ENGINEERS
PO Box 536
Dripping Springs, Texas, 78620
(512)431-9600 - matt@almengr.com
F-3565

MATTHEW MITCHELL
83335
LICENSED PROFESSIONAL ENGINEER
9-10-2024

PRELIMINARY PLAT SHEET 3
PRELIMINARY – WILLIAMSON
BLUFFS AT BLACKHAWK

BLUFFS AT BLACKHAWK

MATCHLINE 5

MATCHLINE 4

MATCHLINE 3

N5 POND

51 L.S. D.E.&P.U.E.
8.007ac.

HUTTO ISD
LOT 60 - SCHOOL
20.047 AC.

BOARD OF TRUSTEES OF THE HUTTO INDEPENDENT SCHOOL DISTRICT
CALLED 19.975 AC.
DOC. NO. 2021121818
O.P.R.W.C.T.

ROBERT M. TIEMANN AND CARRIE PARKER TIEMANN
CALLED 78.276 AC.
DOC. NO. 2021074343
O.P.R.W.C.T.

TIEMANN LEGACY, LP
139.470 AC.
REMNANT PORTION OF CALLED 159.457 AC. (TRACT 1)
DOC. NO. 2022035854
O.P.R.W.C.T.

WALTER H. RANDIG AND WIFE, MARIE F. RANDIG
CALLED 192 AC
VOL. 768, PG. 550
D.R.W.C.T.

FRANKLIN STIBA AN
CALLED 23.573 AC.
VOL. 2443, PG. 307
O.R.W.C.T.

BOB ALAN BISHOP AND WIFE, BOBBIE L. BISHOP
CALLED 21.032 AC.
VOL. 12468, PG. 357
R.P.R.T.C.T.

R&V TEMPORARY CUL-DE-SAC EASEMENT
DOC. #2023084161
0.245 AC.

DOC. #2023084160
0.124 AC.

TEMPORARY ROADWAY EASEMENT
DOC. #2023084160

HEMPSTEAD AVENUE TO BE EXTENDED IN THE FUTURE

WILLIAMSON COUNTY
TRAVIS COUNTY

ELECTRIC TOWER EASEMENT

COUNTY ROAD 198

LOT 95 OAKOUT AT BRUSHY CREEK CAB. Q, SLDS. 286-288 P.R.W.C.T.

LOT 94 AT BRUSHY CREEK SLDS. 288-289 R.W.C.T.

LOT A LOT 1 BLOCK A LOT 2 BLOCK A LOT 3 BLOCK A LOT 4 BLOCK A LOT 5 BLOCK A LOT 6 BLOCK A LOT 7 BLOCK A LOT 8 BLOCK A LOT 9 BLOCK A LOT 10 BLOCK A LOT

BLUFFS AT BLACKHAWK

MATCHLINE 6

MATCHLINE 5

S 87°16'05" E
917.38'

TEMANN LEGACY, LP
CALLED 218.02 AC.
(TRACT 23)
DOC. NO. 2022076894
O.P.R.W.C.T.

TEMANN LEGACY, LP
CALLED 78.276 AC.
(TRACT 24)
DOC. NO. 2022076894
O.P.R.W.C.T.

TEMANN LEGACY, LP
CALLED 218.02 AC.
(TRACT 23)
DOC. NO. 2022076894
O.P.R.W.C.T.

CYNTHIA MCCLOY, ET AL
TRACT 6E
CALLED 39.64 AC.
DOC. NO. 2006078282
DESCRIBED IN VOL. 788, PG. 558

DOC. #2023084162
0.266 AC.

1 L.S., D.E.&P.U.E.
2.211ac.

1 L.S., D.E.&P.U.E.

56 L.S., D.E.&P.U.E.

91 L.S.,D.E.,&P.U.E.

111 L.S.,D.E.,&P.U.E.

110 LIFT STATION
1163
1.416ac.

1164
0.685ac.

1173
30.492ac.

1172
2.957ac.

1170
15.146ac.

1167
0.532ac.

ELECTRIC TOWER EASEMENT

FEMA Floodplain

Existing Pond

ESTATE POND

DRAINAGE EASEMENT

DRAINAGE EASEMENT

STATE HIGHWAY 130 R.O.W.

R80' TEMPORARY CUL-DE-SAC EASEMENT DOC. #2023084162

ZAPALAC COVE

HILLARYS FORD COVE

GLENSIDE LANE

PENNYWORTH LANE

GREY RHEBOK LANE

STRAWBERRY MOON LANE

CHICKAHOMINY DRIVE

RAPPAHANNOCK DRIVE

DARTMOOR WAY

MEDITERRANEAN ROOT LANE

BLOCK "S"

BLOCK "T"

BLOCK "U"

BLOCK "V"

BLOCK "W"

MBU

100 YR

500 YR

100 ATLAS

15

14

13

12

TREE LIST		
TAG #	TYPE	DIA. (in.)
3090	HACKBERRY	27
3091	PECAN	25
3092	HAWTHORN	10
3130	ASH	13
3131	ASH	12
3132	HACKBERRY	13
3133	HACKBERRY	22
3134	HACKBERRY	10
3135	HACKBERRY	10
3136	ASH	15
3137	ELM	14
3143	LIVE OAK	15
3145	PECAN	15
3146	LIVE OAK	11
3207	HAWTHORN	10
3208	HAWTHORE	11
3209	PECAN	9
3210	CEDAR ELM	9
3211	CEDAR ELM	9
3212	ASH	15
3213	ELM	14
3214	SPANISH OAK	13
3215	PINE	10
3216	PINE	17
3217	LIVE OAK	16
3227	ELM	11
3238	LIVE OAK	28
3239	ELM	10
3240	LIVE OAK	13
3241	LIVE OAK	33
3242	LIVE OAK	8
3243	LIVE OAK	13
3244	LIVE OAK	17
3245	LIVE OAK	14
3252	SPANISH OAK	20
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3384	LIVE OAK	8
3385	LIVE OAK	15
3386	LIVE OAK	9
3387	LIVE OAK	9
3388	HACKBERRY	9
3389	PINE	8
3390	LIVE OAK	12
3391	HACKBERRY	12
3392	CEDAR ELM	12
3393	CEDAR ELM	9
3394	LIVE OAK	9
3395	LIVE OAK	13
3396	CEDAR ELM	13
3397	LIVE OAK	15
3398	LIVE OAK	14
3399	LIVE OAK	12
3400	LIVE OAK	8
3401	LIVE OAK	8
3402	CEDAR ELM	8
3403	CEDAR ELM	11
3404	LIVE OAK	12
3405	MULBERRY	14
3406	CEDAR ELM	8
3407	LIVE OAK	13
3408	CEDAR ELM	8
3409	CEDAR ELM	8
3410	HACKBERRY	33
6590	CEDAR ELM	10
6592	CEDAR ELM	13
6593	CEDAR ELM	12
10666	ELM	11"
10666	ELM	11"
10670	PECAN	42"
10670	PECAN	42"
10671	PECAN	25"
10671	PECAN	25"
10672	PECAN	42"
10672	PECAN	42"
12678	HAWTHORN	8"
15000	LIVE OAK	9"
15001	LIVE OAK	10"
16515	COTTONWOOD	27"
16516	COTTONWOOD	14"
16517	CEDAR ELM	15"
16518	CEDAR ELM	12"
16519	CEDAR ELM	14"
16604	HACKBERRY	16"
16605	HACKBERRY	19"
16606	HACKBERRY	13"
17145	ASH	12"
17146	ASH	11"
17147	ASH	20"
17173	HAWTHORNE	10"
17297	HACKBERRY	9"
17328	MESQUITE	26"
17406	HACKBERRY	8"
17437	HACKBERRY	8"
18320	CEDAR ELM	12"
18321	CEDAR ELM	14"
18328	CEDAR ELM	15"
18329	CEDAR ELM	14"
18330	CEDAR ELM	22"
19208	HACKBERRY	10"
19209	HACKBERRY	16"
19210	WILLOW	15"
19211	WILLOW	14"

LEGEND

PROPOSED CENTERLINE
PROPOSED EASEMENT
PROPOSED LOT LINE
SIDEWALK BY DEVELOPER
PHASE LINES
ATLAS 14 100 YR CALCULATED

100 50 0 100 200
1"=100'
ALM

BLUFFS AT BLACKHAWK
PRELIMINARY PLAT
NOT FOR RECORDATION

ALM ENGINEERING, INC.
CONSULTING ENGINEERS

MATTHEW MITCHELL
83335
LICENSED PROFESSIONAL ENGINEER
6-20-2024

#	REVISION	DATE

SCALE: 1"=100'
DATE: 6/20/2024
JOB: SITE
DRAWN BY: MM
CHECKED BY: MM

ALM ENGINEERING, INC.
CONSULTING ENGINEERS
PO Box 536
Dripping Springs, Texas, 78620
(512)431-9600 - matt@almengr.com
F-3565

PRELIMINARY PLAT SHEET 5
PRELIMINARY – WILLIAMSON
BLUFFS AT BLACKHAWK

BLUFFS AT BLACKHAWK

MATCHLINE 7

J.W. COPES SURVEY,
ABST. NO. 137
(WILLIAMSON COUNTY)

APPROXIMATE CENTER OF BRUSHY CREEK & APPROX. SURVEY LINE

KENNETH ADIX AND KRISTIN ADIX
CALLED 43.00 AC.
SAVE & EXCEPT 2.00 AC.
DOC. NO. 2021073945

J.C. DUVAL SURVEY,
ABST. NO. 194
(WILLIAMSON COUNTY)

TIEMANN LEGACY, LP
CALLED 219.02 AC.
(TRACT 23)
DOC. NO. 2022003934
O.P.R.W.C.T.

50' FORCE MAIN EASEMENT

TEMPORARY BENCHMARK #1

N 87°35'06" E 114.75'

N 68°51'00" E 124.70'

N 07°43'41" E 2134.52'

S 87°16'05" E 917.38'

S 07°40'51" W 1144.07'

41032
500yr 575.6

39958
500yr 574.1

38797
500yr 573.4

TREE LIST		
TAG #	TYPE	DIA. (in.)
32178	BOIS D'ARC	22"
32319	CEDAR ELM	17"
32320	HACKBERRY	17"
32357	HACKBERRY	9"
32358	HACKBERRY	12"
32359	HACKBERRY	9"
32360	ELM	11"
32361	ELM	11"
32362	ELM	12"
32363	ELM	9"
32365	CEDAR ELM	14"
32369	HACKBERRY	16"
32373	HACKBERRY	15"
32377	CEDAR ELM	8"
32378	HACKBERRY	10"
32379	ELM	11"
32380	CHINABERRY	32"
32599	PECAN	39"
32600	PECAN	20"
32601	PECAN	22"
32602	PECAN	27"
32603	PECAN	31"
32604	PECAN	16"
32605	PECAN	10"
32606	PECAN	20"
32607	PECAN	13"
32608	PECAN	22"
32609	PECAN	20"
32610	PECAN	18"
32611	PECAN	32"
32612	PECAN	15"
32613	PECAN	18"
32614	PECAN	17"
32615	PECAN	23"
32616	PECAN	18"
32617	PECAN	27"
32618	ELM	13"
32619	ELM	16"
32620	ELM	16"
32621	ELM	16"
32622	PECAN	22"
32623	ELM	16"
32624	PECAN	24"
32625	CHINABERRY	11"
32678	ELM	13"
32679	ELM	11"
32729	HACKBERRY	10"
32731	HACKBERRY	12"
32732	HACKBERRY	9"
32733	HACKBERRY	12"
32734	HACKBERRY	25"
32736	HACKBERRY	26"
32737	HACKBERRY	13"
32738	HACKBERRY	18"
32739	HACKBERRY	12"
32740	HACKBERRY	9"
32741	HACKBERRY	12"
32752	HACKBERRY	17"
32766	PECAN	30"
32767	HACKBERRY	15"
32768	HACKBERRY	9"
32769	HACKBERRY	12"

TREE LIST		
TAG #	TYPE	DIA. (in.)
3090	HACKBERRY	27
3091	PECAN	25
3092	HAWTHORN	10
3130	ASH	13
3131	ASH	12
3132	HACKBERRY	13
3133	HACKBERRY	22
3134	HACKBERRY	10
3135	HACKBERRY	10
3136	ASH	15
3137	ELM	14
3143	LIVE OAK	15
3145	PECAN	15
3146	LIVE OAK	11
3207	HAWTHORN	10
3208	HAWTHORE	11
3209	PECAN	9
3210	CEDAR ELM	9
3211	CEDAR ELM	9
3212	ASH	15
3213	ELM	14
3214	SPANISH OAK	13
3215	PINE	10
3216	PINE	17
3217	LIVE OAK	16
3237	ELM	11
3238	LIVE OAK	28
3239	ELM	10
3240	LIVE OAK	13
3241	LIVE OAK	33
3242	LIVE OAK	8
3243	LIVE OAK	13
3244	LIVE OAK	17
3245	LIVE OAK	14
3252	SPANISH OAK	20
3273	HACKBERRY	12"
3376	SOAPBERRY	14
3377	LIVE OAK	11
3378	CEDAR ELM	10
3379	LIVE OAK	12
3380	LIVE OAK	9
3383	LIVE OAK	10
3384	LIVE OAK	8
3385	LIVE OAK	15
3386	LIVE OAK	9
3387	LIVE OAK	9
3388	HACKBERRY	9
3389	PINE	8
3390	LIVE OAK	12
3391	HACKBERRY	12
3392	CEDAR ELM	12
3393	CEDAR ELM	9
3394	LIVE OAK	9
3395	LIVE OAK	13
3396	CEDAR ELM	13
3397	LIVE OAK	15
3398	LIVE OAK	14
3399	LIVE OAK	12
3400	LIVE OAK	8
3401	LIVE OAK	8
3402	CEDAR ELM	8
3403	CEDAR ELM	11
3404	LIVE OAK	12
3405	MULBERRY	14
3406	CEDAR ELM	8
3407	LIVE OAK	13
3408	CEDAR ELM	8
3409	CEDAR ELM	8
3410	HACKBERRY	33
6590	CEDAR ELM	10
6592	CEDAR ELM	13
6593	CEDAR ELM	12
10666	ELM	11"
10666	ELM	11"
10670	PECAN	42"
10670	PECAN	42"
10671	PECAN	25"
10671	PECAN	25"
10672	PECAN	42"
10672	PECAN	42"
12578	HAWTHORN	8"
15000	LIVE OAK	9"
15001	LIVE OAK	10"
16515	COTTONWOOD	27"
16516	COTTONWOOD	14"
16517	CEDAR ELM	15"
16518	CEDAR ELM	12"
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16604	HACKBERRY	16"
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18329	CEDAR ELM	14"
18330	CEDAR ELM	22"
19208	HACKBERRY	10"
19209	HACKBERRY	16"
19210	WILLOW	15"
19211	WILLOW	14"

JACK H. SALL III AND REMAINING PORTION OF CALLED 7.00 AC. VOL. 558, PG 885

CALLED 7.00 AC. VOL. 558, PG 885

FEMA FLOOD ZONE AE

MATCHLINE 6

50' FORCE MAIN EASEMENT

100 YR

100 YR

100 YR

BLUFFS AT BLACKHAWK

R020623
BIGSKY CAPITAL LLC ET AL
FM 1660, HUTTO, TX 78634

CITY OF HUTTO, TEXAS
CALLED 155.136 AC.
DOC. NO. 2008034765

"50' FORCE MAIN EASEMENT"

BRUSHY CREEK
BRUSHY CREEK

APPROXIMATE CENTER OF BRUSHY CREEK & APPROX SURVEY LINE

16

FEMA

PROPOSED 1.086 AC. WASTEWATER EASEMENT

BENCHMARK "A" CUT ON TOP OF BOLT ON CEN HIGH METAL POWER POLE, NOT LOCATED ON NORTH FRONG SIDE OF POWER POLE (CHISEL "TOP" ELEVATION=670.72'

APPROXIMATE CENTER OF BRUSHY CREEK & APPROX SURVEY LINE

KENNETH ADIX AND
KRISTIN ADIX
CALLED 43.00 AC.
SAVE & EXCEPT 2.00 AC.
DOC. NO. 2021073945

J.C. DUVAL SURVEY,
ABST. NO. 194
(WILLIAMSON COUNTY)

J.W. COPES SURVEY,
ABST. NO. 127
(WILLIAMSON COUNTY)

MATCHLINE 7

TEMPORARY ACCESS AREA

50' FORCE MAIN EASEMENT

TIEMANN LEGACY, LP
CALLED 218.02 AC.
TRACT 231
DOC. NO. 2022003834
O.P.R.W.C.T.

N 74°26'55" E 173.32'
S 72°48'32" E 133.78'
S 63°17'38" E 358.42'
S 72°23'23" E 128.42'
S 49°41'18" E 189.52'
S 80°45'32" E 101.62'
N 72°17'16" E 295.50'
N 74°34'34" E 132.56'
N 15°45'35" W 160.81'
N 08°43'37" E 217.89'
N 37°30'44" E 251.80'
N 37°46'37" E 225.10'
N 87°35'00" E 114.75'
N 68°51'00" E 124.70'

38797
500yr 573.4

39958
500yr 574.1

75.6

TREE LIST		
TAG #	TYPE	DIA. (in.)
32178	BOIS D'ARC	22"
32319	CEDAR ELM	17"
32320	HACKBERRY	17"
32357	HACKBERRY	9"
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32360	ELM	11"
32361	ELM	11"
32362	ELM	12"
32363	ELM	9"
32365	CEDAR ELM	14"
32369	HACKBERRY	16"
32373	HACKBERRY	15"
32377	CEDAR ELM	8"
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32601	PECAN	22"
32602	PECAN	27"
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32604	PECAN	16"
32605	PECAN	10"
32606	PECAN	20"
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32608	PECAN	22"
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32610	PECAN	18"
32611	PECAN	32"
32612	PECAN	15"
32613	PECAN	18"
32614	PECAN	17"
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32616	PECAN	18"
32617	PECAN	27"
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32620	ELM	16"
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32738	HACKBERRY	18"
32739	HACKBERRY	12"
32740	HACKBERRY	9"
32741	HACKBERRY	12"
32752	HACKBERRY	17"
32766	PECAN	30"
32767	HACKBERRY	15"
32768	HACKBERRY	9"
32769	HACKBERRY	12"

LEGEND

- ROPOSED CENTERLINE
- ROPOSED EASEMENT
- ROPOSED ROW LINE — ROW
- ROPOSED LOT LINE
- IDEWALK BY DEVELOPER
- HASE LINES
- AS 14 100 YR CALCULATED

100 50 0 100 200
1"=100' ALM

BLUFFS AT BLACKHAWK
PRELIMINARY PLAT
NOT FOR RECORDATION

ALM ENGINEERING, INC.
CONSULTING ENGINEERS

#	REVISION	DATE

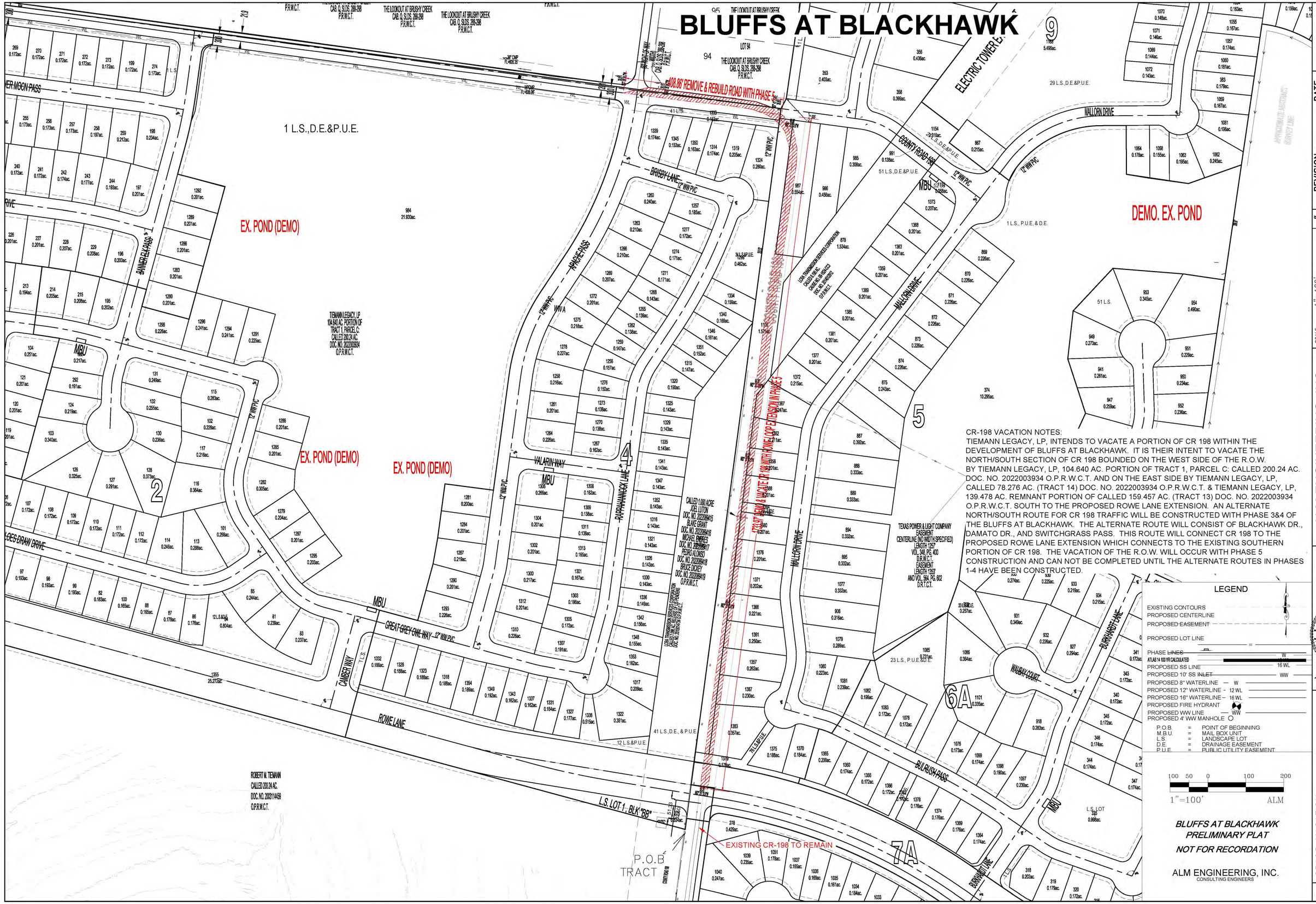
SCALE: 1"=100'
DATE: 10/25/2023
JOB: SITE
DRAWN BY: MM
CHECKED BY: MM

ALM ENGINEERING, INC.
CONSULTING ENGINEERS
F-3565
PO Box 536
Dripping Springs, Texas, 78620
(512)431-9600 - matt@almengr.com

MATTHEW MITCHELL
83335
LICENSED PROFESSIONAL ENGINEER
10-25-2023

PRELIMINARY PLAT SHEET 7
PRELIMINARY – WILLIAMSON
BLUFFS AT BLACKHAWK

BLUFFS AT BLACKHAWK



CR-198 VACATION NOTES:
TIEMANN LEGACY, LP, INTENDS TO VACATE A PORTION OF CR 198 WITHIN THE DEVELOPMENT OF BLUFFS AT BLACKHAWK. IT IS THEIR INTENT TO VACATE THE NORTH/SOUTH SECTION OF CR 198 BOUNDED ON THE WEST SIDE OF THE R.O.W. BY TIEMANN LEGACY, LP, 104.640 AC. PORTION OF TRACT 1, PARCEL C: CALLED 200.24 AC. DOC. NO. 2022003934 O.P.R.W.C.T. AND ON THE EAST SIDE BY TIEMANN LEGACY, LP, CALLED 78.276 AC. (TRACT 14) DOC. NO. 2022003934 O.P.R.W.C.T. & TIEMANN LEGACY, LP, 139.478 AC. REMNANT PORTION OF CALLED 159.457 AC. (TRACT 13) DOC. NO. 2022003934 O.P.R.W.C.T. SOUTH TO THE PROPOSED ROWE LANE EXTENSION. AN ALTERNATE NORTH/SOUTH ROUTE FOR CR 198 TRAFFIC WILL BE CONSTRUCTED WITH PHASE 3&4 OF THE BLUFFS AT BLACKHAWK. THE ALTERNATE ROUTE WILL CONSIST OF BLACKHAWK DR., DAMATO DR., AND SWITCHGRASS PASS. THIS ROUTE WILL CONNECT CR 198 TO THE PROPOSED ROWE LANE EXTENSION WHICH CONNECTS TO THE EXISTING SOUTHERN PORTION OF CR 198. THE VACATION OF THE R.O.W. WILL OCCUR WITH PHASE 5 CONSTRUCTION AND CAN NOT BE COMPLETED UNTIL THE ALTERNATE ROUTES IN PHASES 1-4 HAVE BEEN CONSTRUCTED.

LEGEND

- EXISTING CONTOURS
- PROPOSED CENTERLINE
- PROPOSED EASEMENT
- PROPOSED LOT LINE
- PHASE LINES
- ATLAS 14 100 YR CALCULATED
- PROPOSED SS LINE — 16 WL
- PROPOSED 10" SS INLET — WW
- PROPOSED 8" WATERLINE — W
- PROPOSED 12" WATERLINE — 12 WL
- PROPOSED 16" WATERLINE — 16 WL
- PROPOSED FIRE HYDRANT
- PROPOSED WW LINE — WW
- PROPOSED 4' WW MANHOLE

P.O.B.	=	POINT OF BEGINNING
M.B.U.	=	MAIL BOX UNIT
L.S.	=	LANDSCAPE LOT
D.E.	=	DRAINAGE EASEMENT
P.U.E.	=	PUBLIC UTILITY EASEMENT

100 50 0 100 200
1"=100' ALM

BLUFFS AT BLACKHAWK
PRELIMINARY PLAT
NOT FOR RECORDATION

ALM ENGINEERING, INC.
CONSULTING ENGINEERS

#	REVISION	DATE

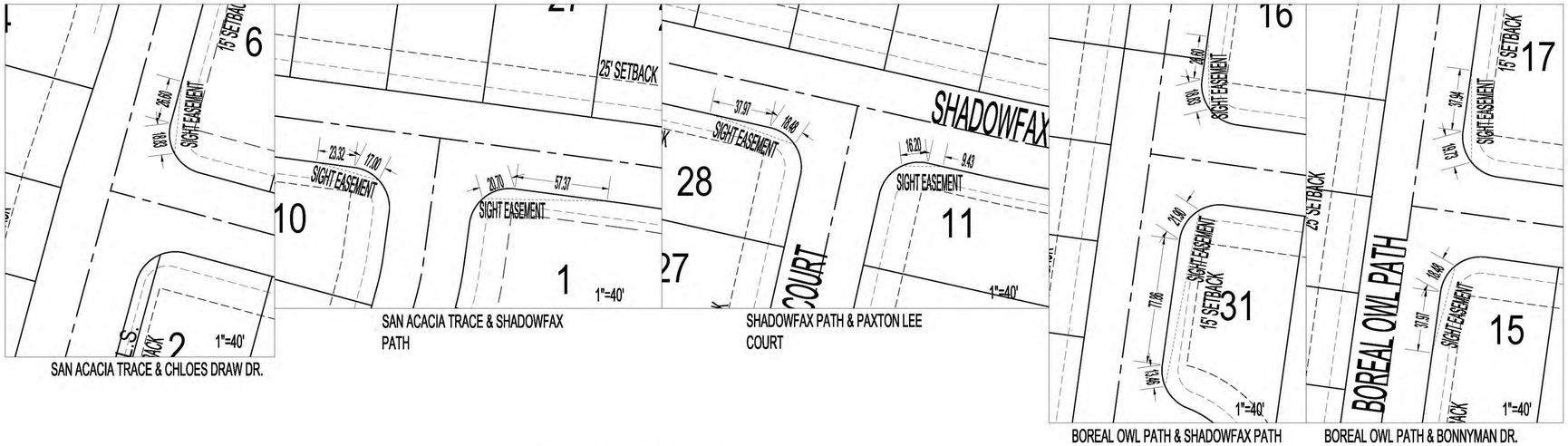
SCALE: 1"=100'
DATE: 9/9/2024
JOB: SITE
DRAWN BY: MM
CHECKED BY: MM

ALM ENGINEERING, INC.
CONSULTING ENGINEERS
PO Box 536
Dripping Springs, Texas, 78620
(512)431-9600 - matt@almengr.com
F-3565

STATE OF TEXAS
MATTHEW MITCHELL
83335
LICENSED
ENGINEER
9-9-2024

CR198 VACATION
PRELIMINARY – WILLIAMSON
BLUFFS AT BLACKHAWK

BLUFFS AT BLACKHAWK



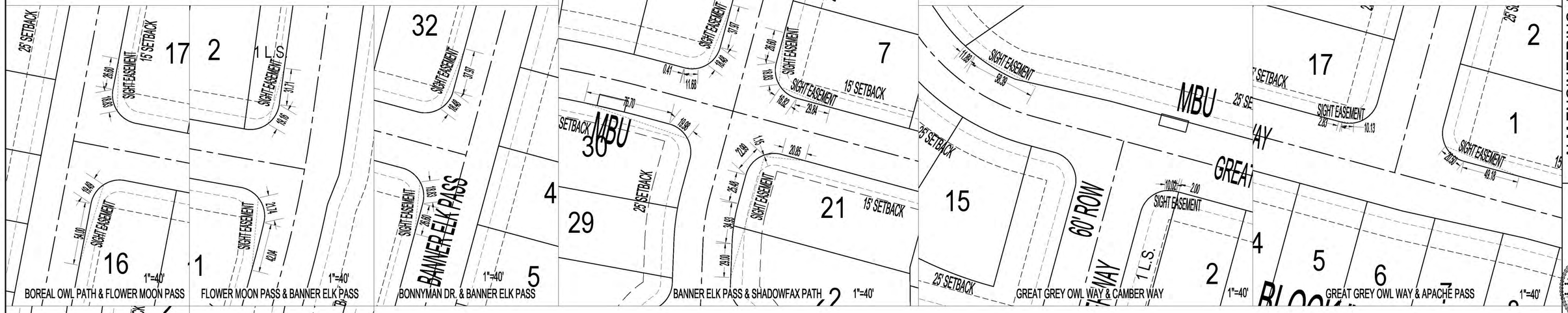
SAN ACACIA TRACE & CHLOES DRAW DR.

SAN ACACIA TRACE & SHADOWFAX PATH

SHADOWFAX PATH & PAXTON LEE COURT

BOREAL OWL PATH & SHADOWFAX PATH

BOREAL OWL PATH & BONNYMAN DR.



BOREAL OWL PATH & FLOWER MOON PASS

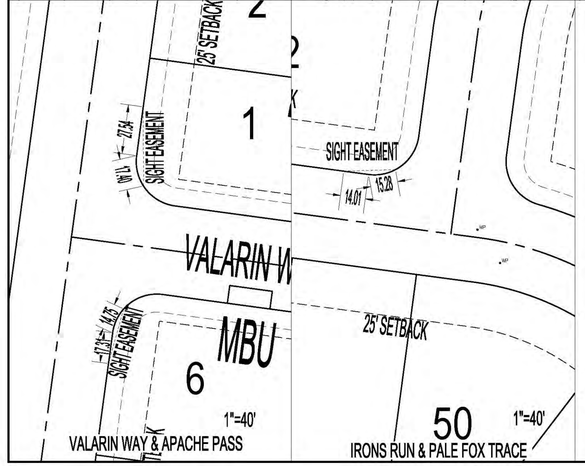
FLOWER MOON PASS & BANNER ELK PASS

BONNYMAN DR. & BANNER ELK PASS

BANNER ELK PASS & SHADOWFAX PATH

GREAT GREY OWL WAY & CAMBER WAY

GREAT GREY OWL WAY & APACHE PASS



VALARIN WAY & APACHE PASS

IRONS RUN & PALE FOX TRACE

LEGEND

EXISTING CONTOURS

PROPOSED CENTERLINE

PROPOSED EASEMENT

PROPOSED LOT LINE

ATLAS 14 100 YR CALCULATED

BLUFFS AT BLACKHAWK
PRELIMINARY PLAT
NOT FOR RECORDATION

ALM ENGINEERING, INC.
CONSULTING ENGINEERS

#	REVISION	DATE

SCALE: 1"=40'
DATE: 9/10/2024
JOB: SITE
DRAWN BY: MJM
CHECKED BY: MJM

ALM ENGINEERING, INC.
CONSULTING ENGINEERS
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PO Box 536
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STATE OF TEXAS
MATTHEW MITCHELL
83335
LICENSED
PROFESSIONAL ENGINEER
9-10-2024

PRELIMINARY INTERSECTION DETAILS 1
PRELIMINARY – WILLIAMSON
BLUFFS AT BLACKHAWK

BLUFFS AT BLACKHAWK

WAUBAY COURT & BURKHARDT LANE
OWENS GLADE DR. & ALASHAN ELK RUN
OWENS GLADE DR. & BURKHARDT LANE
OWENS GLADE DR. & ARWEN LANE
LAURELIN WAY & REEDMACE ROAD
LAURELIN WAY & ROCKY FACE DR.
PRAIRIE PRIMROSE LN & CHICKAHOMINAY DR.
AGERHOLM DR & SHALE BANKS DRIVE
AGERHOLM DR. & CHICKAHOMINY DR.
CHICKAHOMINY DR. & STRAWBERRY MOON LANE
GLENSIDE LANE & PENNYWORTH LANE
HILLARYS FORD COVE & BARE FOOT ROAD
ZAPALAC COVE & PENNYWORTH LANE
PRAIRIE PRIMROSE LN & SHALE BANKS DRIVE
ROCKY FACE DR / SHALE BANKS DR / HARDSHORN LANE
HARDSHORN LANE & HIGH FEATHER PASS

LEGEND

XISTING CONTOURS
ROPOSED CENTERLINE
ROPOSED EASEMENT
ROPOSED LOT LINE
LAS 14 100 YR CALCULATED

40 20 0 40 80
1"=40' ALM

BLUFFS AT BLACKHAWK
PRELIMINARY PLAT
NOT FOR RECORDATION

ALM ENGINEERING, INC.
CONSULTING ENGINEERS

#	REVISION	DATE

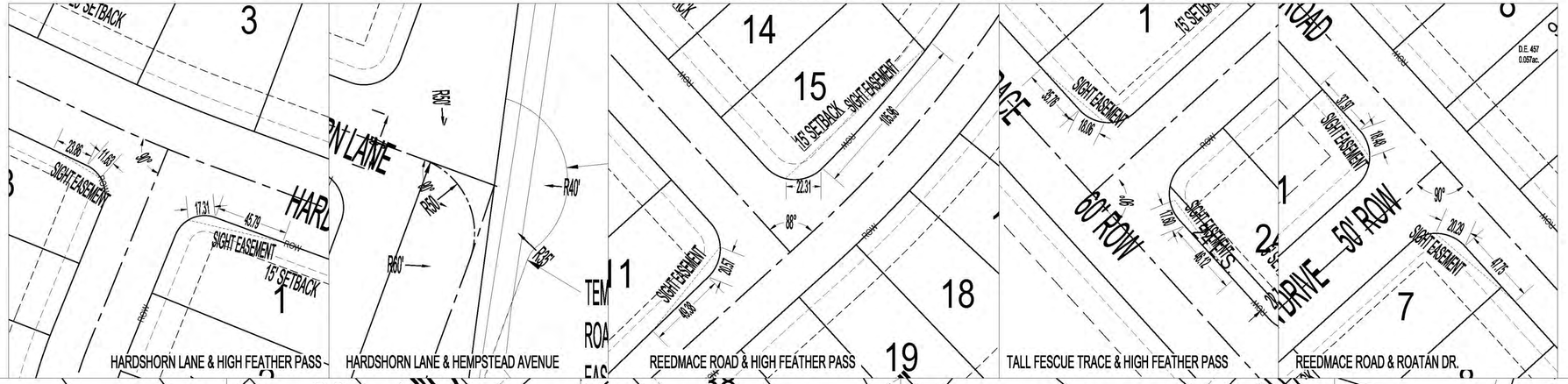
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CHECKED BY: MJM

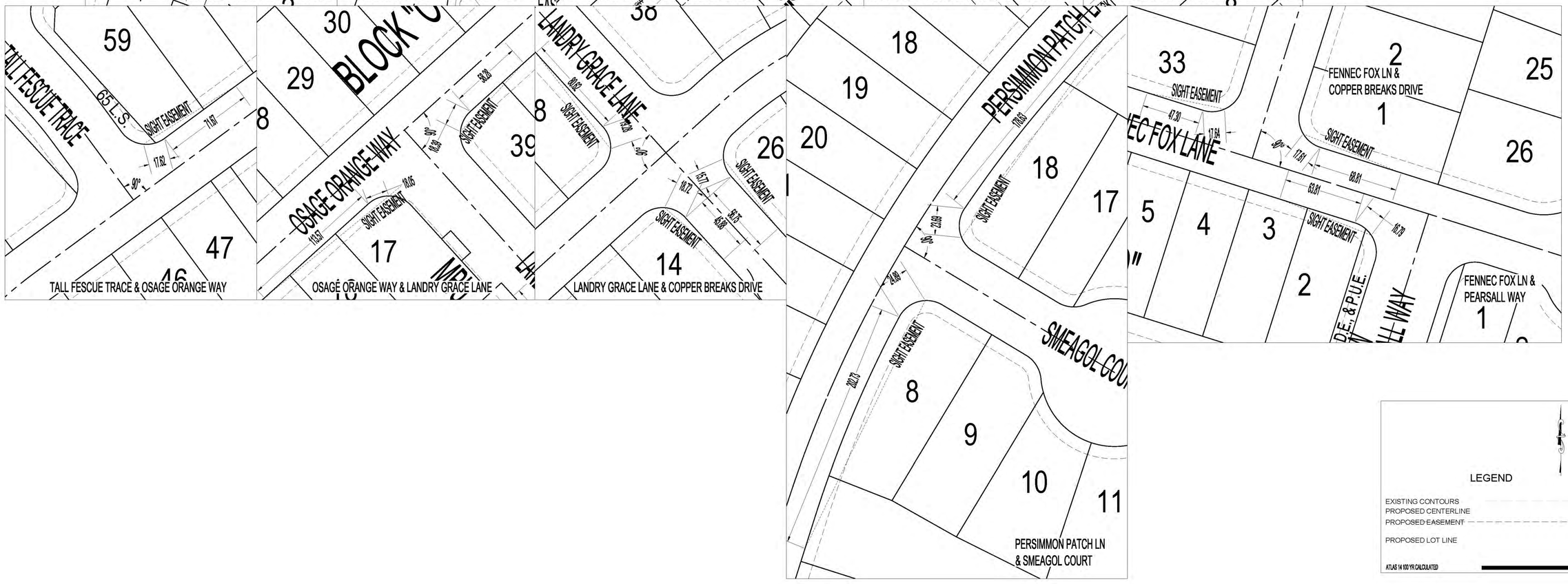
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F-3565

STATE OF TEXAS
MATTHEW MITCHELL
83335
LICENSED
PROFESSIONAL ENGINEER
9-10-2024

PRELIMINARY INTERSECTION DETAILS 2
PRELIMINARY – WILLIAMSON
BLUFFS AT BLACKHAWK

BLUFFS AT BLACKHAWK





LEGEND

EXISTING CONTOURS
PROPOSED CENTERLINE
PROPOSED EASEMENT
PROPOSED LOT LINE

ATLAS 14 100 YR CALCULATED

40 20 0 40 80
1"=40' ALM

BLUFFS AT BLACKHAWK
PRELIMINARY PLAT
NOT FOR RECORDATION

ALM ENGINEERING, INC.
CONSULTING ENGINEERS

#	REVISION	DATE

SCALE: 1"=40'
DATE: 9/10/2024
JOB: SITE
DRAWN BY: MM
CHECKED BY: MM

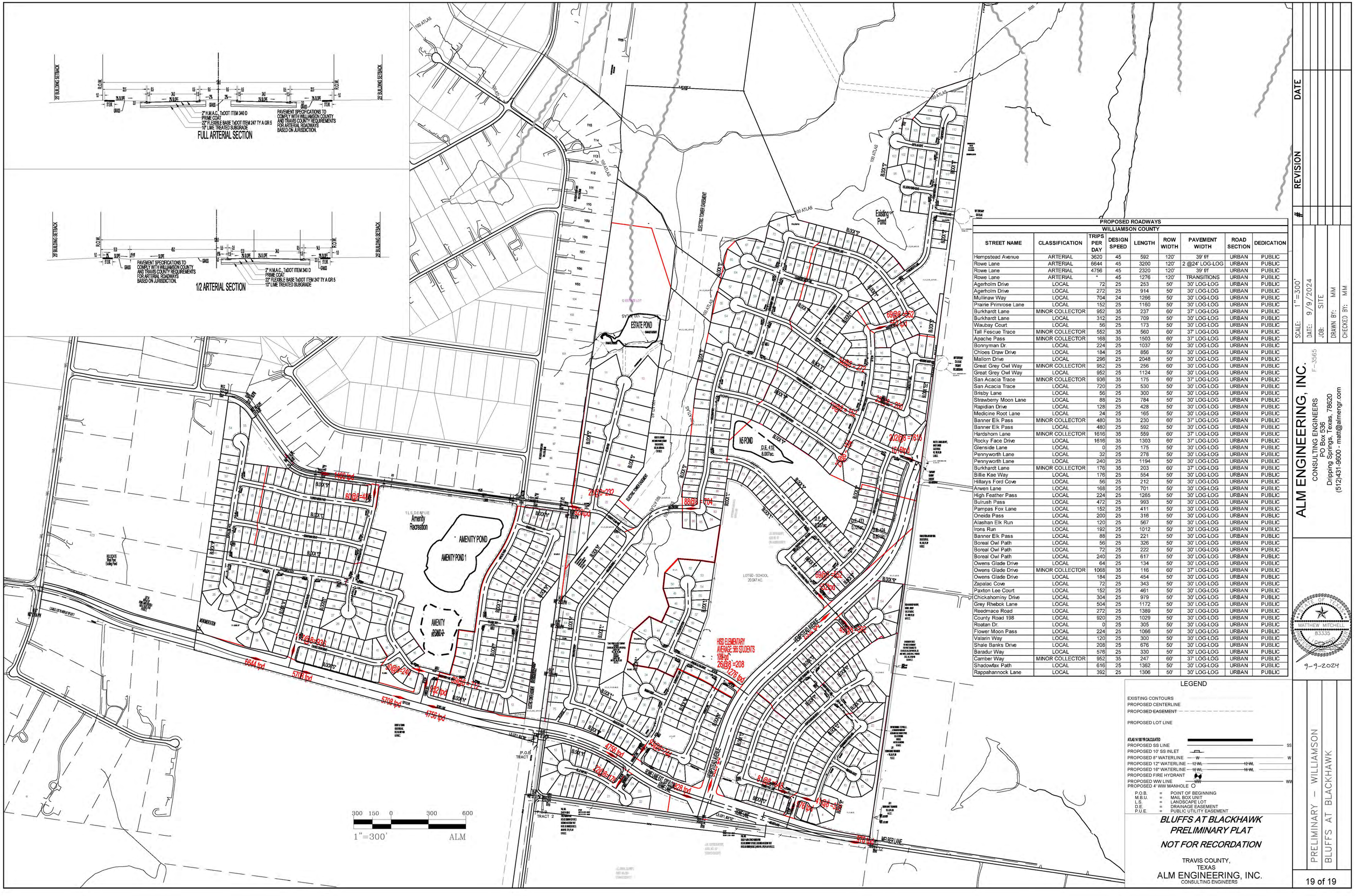
ALM ENGINEERING, INC.
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(512)431-9600 - matt@almengr.com
F-3565

STATE OF TEXAS
MATTHEW MITCHELL
85335
LICENSED
PROFESSIONAL ENGINEER
9-10-2024

PRELIMINARY INTERSECTION DETAILS 3
PRELIMINARY – WILLIAMSON
BLUFFS AT BLACKHAWK

FULL ARTERIAL SECTION

1/2 ARTERIAL SECTION


100 ATLAS
ELECTRIC POWER EASEMENT
ESTATE POND
Existing Pond
NS POND
D.E. 410
8.007ac.
AMENITY POND
AMENITY POND 1
AMENITY
Amenity Recreation
1 LS DEPOT
LOT 60 - SCHOOL
20.047 AC.
HSD ELEMENTARY
AVERAGE: 555 STUDENTS
10@=52
26@=208
HAMPTON AVENUE
MEYER LANE
SOME LINE OF DRIVE
P.O.B. TRACT 1
TRACT 2
6644 tpd
5706 tpd
5708 tpd
4756 tpd
8756 tpd
4260 tpd
6828 tpd
2020=768
1540 tpd
2020=232
880@=704
880@=792
880@=352
352@0
880@=792
880@=792
880@=792

Commissioners Court - Regular Session **23.**

Meeting Date: 03/11/2025

Final plat for the Santa Rita Ranch Phase 5 Section 5 subdivision – Pct 2

Submitted For: Adam Boatright **Submitted By:** Adam Boatright, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approval of the final plat for the Santa Rita Ranch Phase 5 Section 5 subdivision – Precinct 2.

Background

This is the next section of the Santa Rita Ranch Phase 5 development. It consists of 1 open space/landscape/utility lot and 1,461 feet of new public roads. Roadway and drainage construction is not yet complete, but a performance bond in the amount of $3,999,535.00 has been posted with the County to cover the cost of the remaining construction.

Timeline

2023-09-01 – initial submittal of the final plat
2023-09-15 – 1st review complete with comments
2025-02-13 – 2nd submittal of final plat
2025-02-26 – 2nd review complete with comments clear
2025-03-04 – receipt of final plat with signatures
2025-03-06 – final plat placed on the March 11, 2025 Commissioners Court agenda for consideration

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Fiscal Impact

From/To	Acct No.	Description	Amount

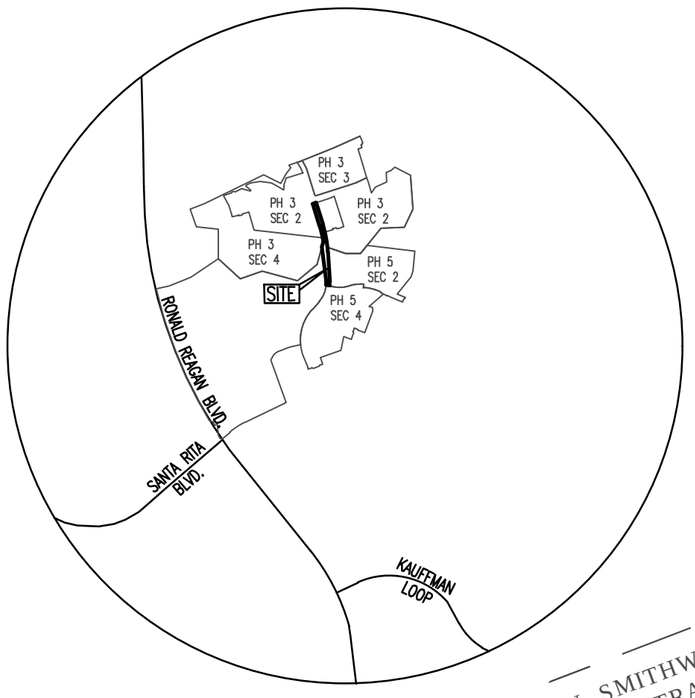
Attachments

final plat - Santa Rita Ranch Ph 5 Sec 5

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/06/2025 05:16 PM
Form Started By: Adam Boatright		Started On: 03/06/2025 11:45 AM
Final Approval Date: 03/06/2025		

SANTA RITA RANCH PHASE 5, SECTION 5
FINAL PLAT



VICINITY MAP
APPROX. SCALE:
1"=2000'

GRAPHIC SCALE

0 100 150 200 300

(IN FEET)
1 inch = 100 ft.

LEGEND

- ● CAPPED 1/2" IRON ROD FOUND STAMPED "CBD SETSTONE"
- ○ CAPPED 1/2" IRON ROD SET STAMPED "CBD SETSTONE"
- 1 LOT NUMBER
- Ⓐ BLOCK DESIGNATION
- P.U.E. PUBLIC UTILITY EASEMENT
- L.S.E. LANDSCAPE EASEMENT
- O.S. OPEN SPACE
- PROPOSED 100 YEAR FLOODPLAIN (ATLAS 14)
- — — 100 YEAR FEMA FLOODPLAIN
- O.P.R.W.C.TX. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS

DATE: FEBRUARY 27, 2025

OWNER:
SANTA RITA KC, LLC
1700 CROSS CREEK LANE, STE. 100
LIBERTY HILL, TX 78642

DEVELOPER:
SANTA RITA KC, LLC
1700 CROSS CREEK LANE, STE. 100
LIBERTY HILL, TX 78642

ENGINEER & SURVEYOR:
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON DRIVE
AUSTIN, TEXAS 78749
(512) 280-5160 PHONE

TOTAL ACREAGE: 2.435 ACRES
SURVEY: GREENLEAF FISK SURVEY, ABSTRACT NO. 5

F.E.M.A. MAP NO. 48491C0275E
WILLIAMSON COUNTY, TEXAS AND INCORPORATED AREAS.
DATED: SEPTEMBER 26, 2008

Line Table		
Line #	Length	Direction
L1	64.00	N72°45'07"E
L2	407.46	S17°14'53"E
L3	521.70	S03°39'12"E
L4	64.00	N87°05'45"W
L5	30.73	N03°39'12"W
L6	588.23	N07°20'46"W
L7	88.31	N16°00'22"E
L8	407.46	N17°14'53"W
L9	521.70	S03°39'12"E

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C1	482.14	2032.00	S10°27'03"E	481.01	242.21	13°35'41"
C2	61.33	532.00	S00°21'02"E	61.30	30.70	6°36'20"
C3	54.01	468.00	N00°20'50"W	53.98	27.03	6°36'44"
C4	287.51	1968.00	N13°03'46"W	287.25	144.01	8°22'13"
C5	466.95	1968.00	N10°27'03"W	465.86	234.58	13°35'41"
C6	179.45	1968.00	N06°15'56"W	179.38	89.79	5°13'28"

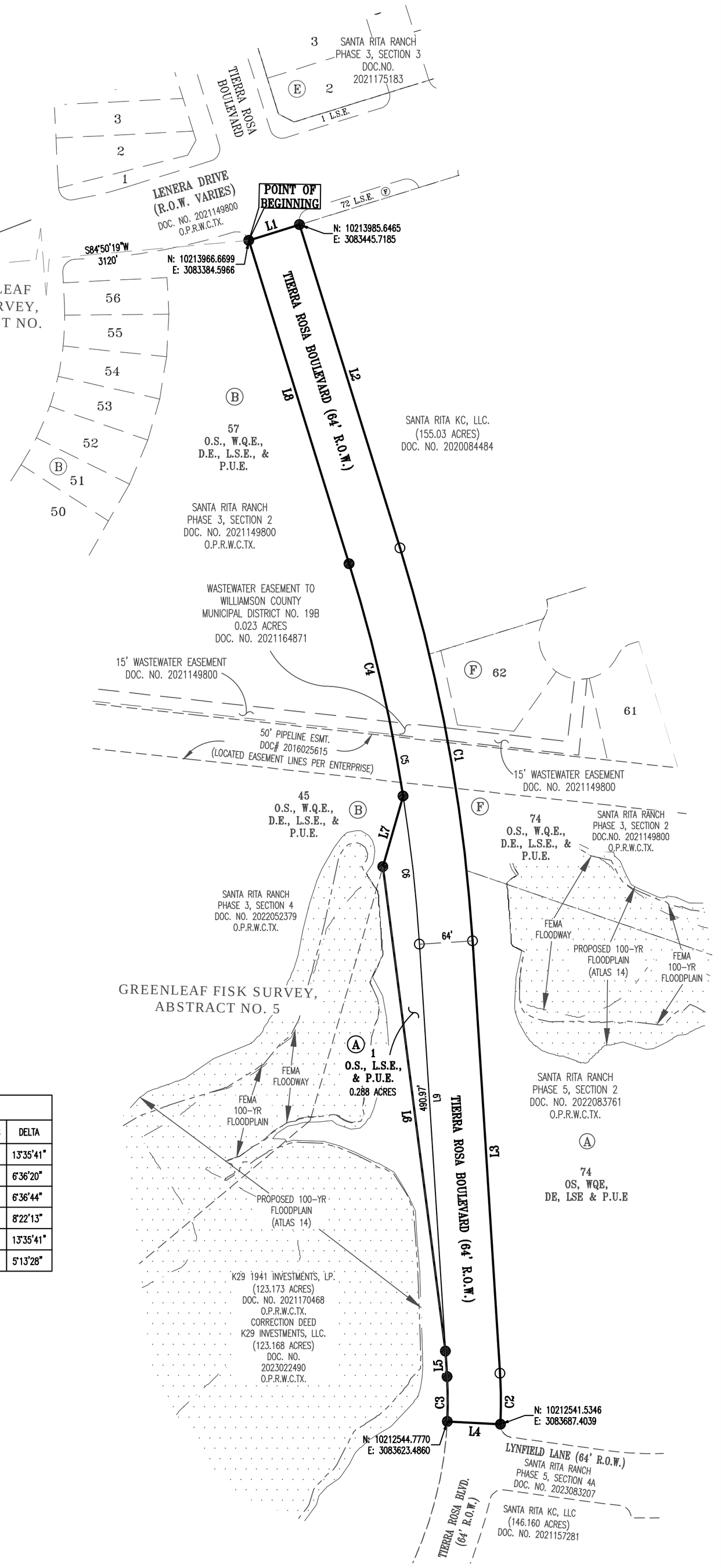
BM 1:
CAPPED 1/2 INCH IRON ROD SET STAMPED "CONTROL".
N=10213339.7430, E=3083947.6190
ELEVATION=1002.900' (NAVD '88)

BM 2
CAPPED 1/2 INCH IRON ROD SET STAMPED "CONTROL".
N=10213196.8520, E=3085045.5080
ELEVATION=999.160' (NAVD '88)

TOTAL OF LOTS	1
O.S., L.S.E, & P.U.E. LOTS:	1

ROAD TABLE

STREET NAMES	LINEAR FOOTAGE	R.O.W. WIDTH	PAVEMENT WIDTH	DESIGN SPEED	DESIGNATION	CLASSIFICATION
TIERRA ROSA BOULEVARD	1,461'	64' R.O.W.	48' FOC-FOC	35 M.P.H.	PUBLIC	COLLECTOR
TOTAL	1,461'					



SHEET NO. 1 OF 3

Carlson, Brigance & Doering, Inc.
FIRM ID #F3791 ◆ REG. # 10024900
Civil Engineering ◆ Surveying
5501 West William Cannon ◆ Austin, Texas 78749
Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

J:\AC3D\5473\Survey\SANTA RITA RANCH PHASE 5, SECTION 5 – FINAL PLAT.dwg

SANTA RITA RANCH PHASE 5, SECTION 5
FINAL PLAT

METES AND BOUNDS

BEING A 2.435 ACRE TRACT OF LAND SITUATED IN THE GREENLEAF FISK SURVEY, ABSTRACT NUMBER 5, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 146.160 ACRE TRACT OF LAND CONVEYED TO SANTA RITA KC, LLC, BY DEED RECORDED IN DOCUMENT NUMBER 2021157281, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, (O.P.R.W.C.TX.) A PORTION OF A CALLED 155.03 ACRE TRACT OF LAND CONVEYED TO SANTA RITA KC, LLC, BY DEED RECORDED IN DOCUMENT NUMBER 2020084484, (O.P.R.W.C.TX.), AND ALL OF A CALLED 0.254 ACRE TRACT OF LAND CONVEYED TO SANTA RITA KC, LLC., BY DEED RECORDED IN DOCUMENT NUMBER 2023022491, (O.P.R.W.C.TX.), SAID 2.435 ACRE TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, AT A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" AT THE NORTHWEST TERMINUS OF TIERRA ROSA BOULEVARD (64' R.O.W.) AND LENERA DRIVE (R.O.W. VARIES), BEING THE NORTHEAST CORNER OF LOT 57, BLOCK B, SANTA RITA RANCH PHASE 3, SECTION 2, A SUBDIVISION RECORDED IN DOCUMENT NUMBER 2021149800, O.P.R.W.C.TX., FOR THE NORTHWEST CORNER AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT OF LAND,

THENCE, N72°45'07"E, WITH THE NORTH TERMINUS LINE OF SAID TIERRA ROSA BOULEVARD, SAME BEING THE SOUTH LINE OF SAID SANTA RITA RANCH PHASE 3, SECTION 2, OVER AND ACROSS SAID 155.03 ACRE TRACT OF LAND, A DISTANCE OF 64.00 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE", AT THE NORTHEAST TERMINUS CORNER OF SAID TIERRA ROSA BOULEVARD, FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT,

THENCE, S17°14'53"E, OVER AND ACROSS SAID 155.03 ACRE TRACT OF LAND, A DISTANCE OF 407.46 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE", BEING AT A POINT OF CURVATURE, FOR A CURVE TO THE RIGHT,

THENCE, OVER AND ACROSS SAID 155.03 ACRE TRACT OF LAND AND SAID 146.160 ACRE TRACT, WITH THE WEST LINE OF LOT 74, BLOCK F, SAID SANTA RITA RANCH PHASE 3, SECTION 2, WITH THE WEST LINE OF LOT 74, BLOCK A, SANTA RITA RANCH PHASE 5, SECTION 2, A SUBDIVISION RECORDED IN DOCUMENT NUMBER 2022083761, O.P.R.W.C.TX., ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 2032.00 FEET, AN ARC LENGTH OF 482.14 FEET, AND A CHORD THAT BEARS S10°27'03"E, A DISTANCE OF 481.01 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE",

THENCE, WITH THE WEST LINE OF SAID LOT 74, BLOCK A, AND OVER AND ACROSS SAID 146.160 ACRE TRACT OF LAND, THE FOLLOWING TWO (2) COURSES AND DISTANCES, NUMBERED 1 AND 2,

1) S03°39'12"E, A DISTANCE OF 521.70 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE", AT A POINT OF CURVATURE, FOR A CURVE TO THE RIGHT,
2) ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 532.00 FEET, AN ARC LENGTH OF 61.33 FEET, AND A CHORD THAT BEARS S00°21'02"E, A DISTANCE OF 61.30 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE", AT THE SOUTHEAST TERMINUS CORNER OF SAID TIERRA ROSA BOULEVARD (64' R.O.W.) ACCORDING TO THE PLAT OF SANTA RITA RANCH PHASE 5, SECTION 4A, A SUBDIVISION RECORDED IN DOCUMENT NUMBER 2023083207, (O.P.R.W.C.TX.), FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND,

THENCE, N87°05'45"W, WITH THE SOUTH TERMINUS LINE OF SAID TIERRA ROSA BOULEVARD, SAME BEING THE NORTH LINE OF SAID SANTA RITA RANCH PHASE 5, SECTION 4, OVER AND ACROSS SAID 146.160 ACRE TRACT, A DISTANCE OF 64.00 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE", BEING AT A POINT OF CURVATURE, FOR A CURVE TO THE LEFT, BEING ON THE EAST LINE OF A CALLED 123.173 ACRE TRACT OF LAND CONVEYED TO K29 1941 INVESTMENTS, LP BY DEED RECORDED IN DOCUMENT NUMBER 2021170468, (O.P.R.W.C.TX.), AND CORRECTED TO BE A CALLED 123.168 ACRE TRACT OF LAND BY DEED RECORDED IN DOCUMENT NUMBER 2023022490, (O.P.R.W.C.TX.),

THENCE, WITH THE EAST LINE OF SAID 123.168 ACRE TRACT OF LAND AND OVER AND ACROSS SAID 146.160 ACRE TRACT OF LAND, THE FOLLOWING TWO (2) COURSES AND DISTANCES, NUMBERED 1 AND 2,

1) ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 468.00 FEET, AN ARC LENGTH OF 54.01 FEET, AND A CHORD THAT BEARS N00°20'50"W, A DISTANCE OF 53.98 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE", FOR CORNER,
2) N03°39'12"W, A DISTANCE OF 30.73 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" AT THE SOUTH CORNER OF SAID 0.254 ACRE TRACT OF LAND,

THENCE, WITH THE WEST LINE OF SAID 0.254 ACRE TRACT, WITH THE EAST LINE OF SAID 123.168 ACRE TRACT, WITH THE EAST LINE OF LOT 45, BLOCK B, SANTA RITA RANCH PHASE 3, SECTION 4, A SUBDIVISION RECORDED IN DOCUMENT NUMBER 2022052379 O.P.R.W.C.TX., AND OVER AND ACROSS SAID 155.03 ACRE TRACT OF LAND, THE FOLLOWING TWO (2) COURSES AND DISTANCES, NUMBERED 1 AND 2,

1) N07°20'46"W, A DISTANCE OF 588.23 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE", FOR CORNER,
2) N16°00'22"E, A DISTANCE OF 88.31 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE", ON THE EAST LINE OF SAID LOT 45, BLOCK B, BEING AT A POINT OF CURVATURE, FOR A CURVE TO THE LEFT,

THENCE, WITH THE EAST LINE OF SAID LOT 45, BLOCK B, SANTA RITA RANCH PHASE 3, SECTION 4, WITH THE EAST LINE OF LOT 57, BLOCK B, SAID SANTA RITA RANCH PHASE 3, SECTION 2, AND OVER AND ACROSS SAID 155.03 ACRE TRACT, THE FOLLOWING TWO (2) COURSES AND DISTANCES, NUMBERED 1 AND 2,

1) ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 1968.00 FEET, AN ARC LENGTH OF 287.51 FEET, AND A CHORD THAT BEARS N13°03'46"W, A DISTANCE OF 287.25 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE", FOR CORNER,
2) N17°14'53"W, A DISTANCE OF 407.46 FEET TO THE POINT OF BEGINNING AND CONTAINING 2.435 ACRES OF LAND.

GENERAL:

1. BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203), ELEVATION DATUM IS BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD '88) GEOID 12B
2. THIS SUBDIVISION LIES WITHIN THE CITY OF LIBERTY HILL EXTRA-TERRITORIAL JURISDICTION.
3. IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS, AND REGULATIONS RELATING TO PLATTING AND DEVELOPMENT OF THIS PROPERTY. THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOODPLAIN DATA, IN PARTICULAR, MAY CHANGE. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE ROADS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.
4. ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS.

DRAINAGE AND FLOODPLAIN:

1. EXCEPT IN CERTAIN ISOLATED AREAS REQUIRED TO MEET ACCESSIBILITY REQUIREMENTS, THE MINIMUM LOWEST FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING, OR ONE FOOT ABOVE THE BFE, WHICHEVER IS HIGHER.
2. A 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.
3. THIS SUBDIVISION IS SUBJECT TO STORM-WATER MANAGEMENT CONTROLS AS REQUIRED BY WILLIAMSON COUNTY SUBDIVISION REGULATIONS, SECTION B11.1, ON NEW DEVELOPMENT THAT WOULD EVOKE SUCH CONTROLS BEYOND EXISTING CONDITIONS.
4. MAINTENANCE RESPONSIBILITY OF 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.
5. ANY PROPOSED DEVELOPMENT THAT OBSTRUCTS OR DIVERTS FLOW WITHIN A DRAINAGE EASEMENT IS NOT PERMITTED AND IS AT THE DISCRETION OF THE FLOODPLAIN ADMINISTRATOR.
6. FLOODPLAIN INFORMATION, SUCH AS FLOODPLAIN BOUNDARIES, DEPTHS, ELEVATIONS, AND THE MINIMUM FINISHED FLOOR ELEVATIONS SHOWN ON THIS PLAT, WILL CHANGE OVER TIME WITH BETTER DATA AND FLOOD STUDIES. THE FLOODPLAIN INFORMATION SHOWN ON THIS PLAT WAS ACCURATE AT THE TIME OF CONSTRUCTION. THE BEST AVAILABLE FLOODPLAIN DATA SHALL BE UTILIZED AT THE TIME OF CONSTRUCTION, AS DETERMINED BY THE DEVELOPMENT PERMIT APPLICATION MUST BE SUBMITTED AND APPROVED PRIOR TO ANY CONSTRUCTION OR DEVELOPMENT WITHIN OR ADJACENT TO A REGULATED FLOODPLAIN.

WATER AND WASTEWATER:

1. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO AN APPROVED PUBLIC SEWER SYSTEM.
2. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL WATER SATISFACTORY FOR HUMAN CONSUMPTION IS AVAILABLE FROM A SOURCE IN ADEQUATE AND SUFFICIENT SUPPLY.
3. WATER SERVICE IS PROVIDED BY: WILLIAMSON COUNTY MUD 19F & 19G/ GEORGETOWN UTILITY SYSTEMS
4. WASTEWATER SERVICE IS PROVIDED BY: WILLIAMSON COUNTY MUD 19F & 19G/CITY OF LIBERTY HILL
5. ELECTRIC SERVICE IS PROVIDED BY: PEC

ROADWAY AND RIGHT-OF-WAY:

1. IN APPROVING THIS PLAT BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL ROADS, AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IS THE RESPONSIBILITY OF THE OWNER(S) OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS. SAID COMMISSIONERS COURT ASSUMES NO OBLIGATION TO BUILD ANY OF THE ROADS, OR PUBLIC THOROUGHFARES SHOWN ON THIS PLAT, OR OF CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH. THE COUNTY WILL ASSUME NO RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE ROAD SYSTEM.
2. SIDEWALKS SHALL BE MAINTAINED BY THE HOMEOWNERS' ASSOCIATION.
3. THE PROPOSED 100-YEAR WATER SURFACE ELEVATION PER ATLAS 14 SHOWN ON THE PLAT WAS DETERMINED BY A STUDY PREPARED BY CARLSON, BRIGANCE & DOERING, INC., DATED FEBRUARY 14, 2024. THE FEMA 100-YEAR FLOODPLAIN AND FLOODWAY SHOWN ON THE PLAT WERE TAKEN FROM FEMA C.L.O.M.R. NO. 24-06-0895R, EFFECTIVE OCTOBER 16, 2024.
4. DRIVEWAY ACCESS TO LOTS WITHIN THIS SUBDIVISION FROM SIDE STREETS IS PROHIBITED.
5. IMPROVEMENTS WITHIN THE COUNTY ROAD RIGHT-OF-WAY INCLUDING, BUT NOT LIMITED TO LANDSCAPING, IRRIGATION, LIGHTING, CUSTOM SIGNS, ARE PROHIBITED WITHOUT FIRST OBTAINING AN EXECUTED LICENSE AGREEMENT WITH WILLIAMSON COUNTY.
6. NO CONSTRUCTION, PLANTING OR GRADING SHALL BE PERMITTED TO INTERFERE WITH SIGHT EASEMENTS BETWEEN THE HEIGHTS OF THREE AND EIGHT FEET AS MEASURED FROM THE CROWNS OF THE ADJACENT STREETS.
7. THE OWNER SHALL CREATE A MANDATORY HOMEOWNERS' ASSOCIATION THAT SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND LIABILITY OF ANY LANDSCAPING, IRRIGATION, SIDEWALKS, ILLUMINATION, SUBDIVISION IDENTIFICATION SIGNS, WATER QUALITY FEATURES, ETC. PLACED WITHIN THE WILLIAMSON COUNTY RIGHT-OF-WAY. THIS ASSOCIATION SHALL HAVE ASSESSMENT AUTHORITY TO ENSURE THE PROPER FUNDING FOR MAINTENANCE.
8. A PUBLIC UTILITY EASEMENT 10 FEET WIDE IS HEREBY DEDICATED ADJACENT TO ALL STREET RIGHT-OF-WAY.

Carlson, Brigance & Doering, Inc.
FIRM ID #F3791 ◆ REG. # 10024900
Civil Engineering ◆ Surveying
5501 West William Cannon ◆ Austin, Texas 78749
Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

J:\AC3D\5473\Survey\SANTA RITA RANCH PHASE 5, SECTION 5 - FINAL PLAT.dwg

SANTA RITA RANCH PHASE 5, SECTION 5
FINAL PLAT

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS;
COUNTY OF WILLIAMSON §

I, JAMES EDWARD HORNE, VICE PRESIDENT, SANTA RITA KC, LLC. OWNER OF THAT CERTAIN CALLED 146.160 TRACT OF LAND CONVEYED IN DOCUMENT NUMBER 2021157281, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, AND THAT CALLED 155.03 ACRE TRACT OF LAND CONVEYED IN DOCUMENT NUMBER 2020084484, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, AND THAT CALLED 0.254 ACRE TRACT OF LAND CONVEYED IN DOCUMENT NUMBER 2023022491, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, SITUATED IN THE GREENLEAF FISK SURVEY, ABSTRACT NUMBER 5, WILLIAMSON COUNTY, TEXAS, AS SHOWN HEREON, AND DO HEREBY SUBDIVIDE SAID 2.435 ACRE TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS.
THIS SUBDIVISION IS TO BE KNOWN AS,

"SANTA RITA RANCH PHASE 5, SECTION 5 FINAL PLAT"

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 28 DAY OF February, 20 25.

SANTA RITA KC, LLC.
A TEXAS LIMITED PARTNERSHIP

BY: MREM TEXAS MANAGER, LLC,
A DELAWARE LIMITED LIABILITY COMPANY, ITS MANAGER

BY: _____
JAMES EDWARD HORNE, VICE PRESIDENT,
1700 CROSS CREEK LANE, STE. 100
LIBERTY HILL, TX 78642

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

BEFORE ME THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED JAMES EDWARD HORNE, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT OF WRITING, AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE 28 DAY OF February, 20 25 A.D.

_____
NOTARY PUBLIC IN AND FOR WILLIAMSON COUNTY, TEXAS

PATRICIA A MELTON
Notary ID #2653505
My Commission Expires
May 25, 2028

CONSENT OF MORTGAGEE

THE UNDERSIGNED, BEING THE SOLE OWNER AND HOLDER OF TWO DEED OF TRUST LIENS SECURED BY THE PROPERTY, THE FIRST DATED OCTOBER 31, 2013 RECORDED AS DOCUMENT NO. 2013103003 IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SECURING A NOTE OF EVEN DATE THEREWITH, AND THE SECOND DATED JANUARY 31, 2018 RECORDED AS DOCUMENT NO. 2018009177, SECURING A NOTE OF EVEN DATE THEREWITH, EXECUTES THIS DECLARATION SOLELY FOR THE PURPOSES OF EVIDENCING ITS CONSENT TO THE TERMS AND PROVISIONS HEREOF.

INTERNATIONAL BANK OF COMMERCE,
A TEXAS BANKING ASSOCIATION

BY: _____
PRINTED NAME: Brian Tuerff
TITLE: Senior Vice President

STATE OF TEXAS
COUNTY OF Travis

BEFORE ME ON THIS DAY PERSONALLY APPEARED Brian Tuerff, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 27 DAY OF February, A.D., 20 25.

BY: _____
NOTARY PUBLIC, STATE OF TEXAS
PRINTED NAME: Araceli Hernandez
MY COMMISSION EXPIRES: 6-02-2028

ARACELI HERNANDEZ
Notary Public, State of Texas
Commission Expires 06-02-2028
Notary ID 126285198

STATE OF TEXAS:

COUNTY OF TRAVIS:

A PORTION OF THIS TRACT IS ENCROACHED BY A SPECIAL FLOOD HAZARD AREA(S) INUNDATED BY THE 100-YEAR (1% CHANCE) FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCE MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 48491C0275E, EFFECTIVE DATE SEPTEMBER 26, 2008 AND FEMA L.O.M.R. NO. 16-06-0501P, EFFECTIVE MARCH 2, 2017 AND C.L.O.M.R. NO. 24-06-0895R, EFFECTIVE DATE OCTOBER 16, 2024, FOR WILLIAMSON COUNTY, TEXAS.

I, STEVEN P. CATES, P.E., AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS, TO PRACTICE THE PROFESSION OF ENGINEERING, AND HEREBY CERTIFY THAT THIS SUBDIVISION PLAT COMPLIES WITH THE REQUIREMENTS OF WILLIAMSON COUNTY.

ENGINEERING BY: Steven P. Cates 2/27/2025
STEVEN P. CATES, P.E. NO. 93648 DATE
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON DRIVE,
AUSTIN, TEXAS 78749

STATE OF TEXAS
STEVEN P. CATES
93648
LICENSED
PROFESSIONAL ENGINEER

CARLSON, BRIGANCE, & DOERING, INC.
ID # F3791

THIS FLOOD STATEMENT, AS DETERMINED BY A H.U.D.-F.I.A. FLOOD INSURANCE RATE MAP, DOES NOT IMPLY THAT THE PROPERTY OR THE IMPROVEMENTS THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. ON RARE OCCASIONS, GREATER FLOODS CAN AND WILL OCCUR, AND FLOOD HEIGHTS MAY INCREASE BY MAN-MADE OR NATURAL CAUSES.

THIS STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF ENGINEER OR SURVEYOR.

STATE OF TEXAS:

COUNTY OF TRAVIS:

I, ERIC J. DANNHEIM, R.P.L.S., AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS, TO PRACTICE THE PROFESSION OF SURVEYING, AND HEREBY CERTIFY THAT THIS SUBDIVISION PLAT COMPLIES WITH THE WILLIAMSON COUNTY SUBDIVISION ORDINANCE. ALL EASEMENTS OF RECORD ARE SHOWN OR NOTED ON THE PLAT AS FOUND ON THE TITLE POLICIES ISSUED BY STEWART TITLE GUARANTY COMPANY, G.F. NO. 1800327-COM, EFFECTIVE DATE JANUARY 23, 2018 AND ISSUED BY TITLE RESOURCES GUARANTY COMPANY, G.F. NO. 2235203-COM, EFFECTIVE DATE JULY 5, 2022.

SURVEYED BY: _____ 2/27/25
ERIC J. DANNHEIM, R.P.L.S. NO. 6075 DATE
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON DRIVE,
AUSTIN, TEXAS 78749
edannheim@cbdeng.com

STATE OF TEXAS
REGISTERED
ERIC J. DANNHEIM
6075
PROFESSIONAL
LAND SURVEYOR

_____ 3/3/2025
BY: MCKENZI HICKS DATE
DIRECTOR OF PLANNING

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 3 DAY OF March, 2025 A.D.

_____
WILLIAMSON COUNTY ADDRESSING COORDINATOR
WILLIAMSON COUNTY, TEXAS
Cindy Bridges
PRINTED NAME

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS;
COUNTY OF WILLIAMSON §

KNOW ALL MEN BY THESE PRESENTS;

I, BILL GRAVELL JR., COUNTY JUDGE OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS MAP OR PLAT, WITH FIELD NOTES HEREON, FOR A SUBDIVISION HAVING BEEN FULLY PRESENTED TO THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS, AND BY THE SAID COURT DULY CONSIDERED, WERE ON THIS DAY APPROVED AND THAT THIS PLAT IS AUTHORIZED TO BE REGISTERED AND RECORDED IN THE PROPER RECORDS OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

_____ _____
BILL GRAVELL JR., COUNTY JUDGE DATE
WILLIAMSON COUNTY, TEXAS

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS;
COUNTY OF WILLIAMSON §

I, NANCY RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF _____, 20____ A.D., AT _____ O'CLOCK, _____.M., AND DULY RECORDED THIS THE _____ DAY OF _____, 20_____ A.D., AT _____ O'CLOCK, _____.M. IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY IN INSTRUMENT NO. _____.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN GEORGETOWN, TEXAS, THE DATE LAST SHOWN ABOVE WRITTEN.

NANCY RISTER, CLERK COUNTY COURT
OF WILLIAMSON COUNTY, TEXAS

BY: _____, DEPUTY

SHEET NO. 3 OF 3

Carlson, Brigance & Doering, Inc.
FIRM ID #F3791 ◆ REG. # 10024900
Civil Engineering ◆ Surveying
5501 West William Cannon ◆ Austin, Texas 78749
Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

J:\AC3D\5473\Survey\SANTA RITA RANCH PHASE 5, SECTION 5 - FINAL PLAT.dwg

Commissioners Court - Regular Session **24.**

Meeting Date: 03/11/2025

Preliminary plat for Cool Springs Phase 2 subdivision – Pct 2

Submitted For: Adam Boatright **Submitted By:** Adam Boatright, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approval of the preliminary plat for Cool Springs Phase 2 subdivision – Precinct 2.

Background

This proposed subdivision consists of 52 single family lots, 8 open space lots, and 4,859 linear feet of new public roads on 75.6 acres.

Timeline

2024-05-31 – initial submittal of the preliminary plat
2024-06-28 – 1st review complete with comments
2024-07-29 – 2nd submittal of preliminary plat
2024-08-13 – 2nd review complete with comments
2024-10-04 – 3rd submittal of preliminary plat
2024-10-19 – 3rd review complete with comments
2024-12-02 – 4th submittal of the preliminary plat
2024-12-18 – 4th review complete with comments
2025-01-10 – 5th submittal of the preliminary plat
2025-01-24 – 5th review complete with comments
2025-01-28 – 6th submittal of the preliminary plat
2025-02-11 – 6th review complete with comments
2025-03-03 – 7th submittal of the preliminary plat
2025-03-06 – 7th review complete with comments clear
2025-03-06 – preliminary plat placed on the March 11, 2025 Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

preliminary plat - Cool Springs Phase 2

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/06/2025 05:16 PM
Form Started By: Adam Boatright		Started On: 03/06/2025 11:49 AM
Final Approval Date: 03/06/2025		

PRELIMINARY PLAT

SUBDIVISION PLAT ESTABLISHING
COOL SPRINGS PHASE 2

BEING 75.60 ACRES OUT OF THE RICHARD WEST SURVEY, ABSTRACT 643, WILLIAMSON COUNTY, TEXAS, BEING OUT OF A CALLED 202.91 ACRE TRACT IN DOCUMENT NO. 20200366990 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.



LOCATION MAP NOT TO SCALE

STREET TABLE								
STREET NAME	LENGTH	DESIGN SPEED	R.O.W. WIDTH	CLASS	PAVEMENT WIDTH (EXCLUDES CURB)	CURB TYPE	RURAL/ URBAN	FUNCTIONAL CLASSIFICATION
MISTY SPRINGS	1,875	25 MPH	60 LF	PUBLIC	26'	RIBBON	RURAL	LOCAL
BABBLING SPRINGS	1,696	25 MPH	60 LF	PUBLIC	26'	RIBBON	RURAL	LOCAL
ALOHA DR.	1,288	25 MPH	60 LF	PUBLIC	26'	RIBBON	RURAL	LOCAL

NOTE: BABBLING SPRINGS / ALOHA DRIVE TURNAROUND CURB TO BE RIBBON CURB

SCALE : 1"=400'
0' 400' 1200'
800'

OWNER:
SITTERLE HOMES - AUSTIN, LLC
2015 EVANS RD. STE 100
SAN ANTONIO, TX 78258

PRELIMINARY PLAT PREPARED BY:

Colliers Engineering & Design
AUSTIN
5901 Vega Avenue
Suite 100
Austin, TX 78735
Phone: 877.627.3772
COLLIERS ENGINEERING & DESIGN, INC.
www.colliersengineering.com

CONTACT:
RANDALL NIXON, P.E.
EMAIL: RANDALL.NIXON@COLLIERSENG.COM

PROPERTY LINE METES AND BOUNDS DESCRIPTION:

BEGINNING AT A 1/2 INCH IRON ROD FOUND IN TH EWEST RIGHT-OF-WAY LINE OF COUNTY ROAD 200, AT THE SOUTHEAST CORNER OF SAID 150.02 ACRE TRACT, AND AT THE NORTHEAST CORNER OF LOT 19, CARRIAGE OAKS ESTATES, PHASE ONE AS RECORDED IN CABINET G, SLIDES 84-86, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS:

THENCE WITH THE SOUTH BOUNDARY LINE OF SAID 150.02 ACRE TRACT; NORTH BOUNDARY LINE OF SAID CARRIAGE OAK ESTATES PHASE ONE AND THE NORTH LINE OF CARRIAGE ESTATES PHASE TWO AS RECORDED IN CABINET M, SLIDES 36-37, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, THE FOLLOWING FOUR (4) COURSES AND DISTANCES:

1. S 68°51'05" W, A DISTANCE OF 1385.07 FEET TO A 1/2 INCH IRON ROD FOUND FOR THE NORTHWEST CORNER OF SAID CARRIAGE OAK ESTATES, PHASE ONE AND THE NORTHEAST CORNER OF SAID CARRIAGE OAKS ESTATES, PHASE TWO;
2. S 69°12'03" W, A DISTANCE OF 47.93 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "LANDPOINT" SET (HEREIN AFTER CALLED CAPPED IRON ROD SET);
3. S 68°50'22" W, A DISTANCE OF 402.57 FEET TO A CAPPED IRON ROD SET AT THE NORTHEAST CORNER OF LOT 2 AND NORTHWEST CORNER OF LOT 3 OF SAID CARRIAGE OAKS, PHASE TWO;
4. S 68°50'52" W, A DISTANCE OF 853.12 FETT TO A 5/8 INCH IRON ROD SET, FROM WHICH A 1/2 INCH IRON ROD FOUND AT THE NORTHWEST CORNER OF SAID CARRIAGE ESTATES PHASE TWO BEARS S 68°50'52" W, A DISTANCE OF 464.16 FEET;

THENCE OVER AND ACROSS SAID CALLED 150.02 ACRE TRACT THE FOLLOWING TWENTY (20) COURSES:

1. N 07°12'49" W, A DISTANCE OF 124.42 FEET TO A 5/8 INCH IRON ROD SET;
2. N 68°14'43" W, A DISTANCE OF 233.82 FEET TO A 5/8 INCH IRON ROD SET;
3. N 79°49'40" W, A DISTANCE OF 45.18 FEET TO A 5/8 INCH IRON ROD SET;
4. N 67°37'44" W, A DISTANCE OF 118.90 FEET TO A 5/8 INCH IRON ROD SET;
5. N 26°31'23" W, A DISTANCE OF 109.24 FEET TO A 5/8 INCH IRON ROD SET;
6. N 18°07'38" W, A DISTANCE OF 34.30 FEET TO A 5/8 INCH IRON ROD SET;
7. N 38°33'35" W, A DISTANCE OF 25.00 FEET TO A 5/8 INCH IRON ROD SET;
8. N 76°10'50" W, A DISTANCE OF 63.96 FEET TO A 5/8 INCH IRON ROD SET;
9. N 39°58'33" W, A DISTANCE OF 80.34 FEET TO A 5/8 INCH IRON ROD SET;
10. N 35°04'21" W, A DISTANCE OF 17.62 FEET TO A 5/8 INCH IRON ROD SET;
11. N 86°43'20" W, A DISTANCE OF 53.60 FEET TO A 5/8 INCH IRON ROD SET;
12. N 51°17'51" W, A DISTANCE OF 246.01 FEET TO A 5/8 INCH IRON ROD SET;
13. N 69°00'32" W, A DISTANCE OF 314.69 FEET TO A 5/8 INCH IRON ROD SET;
14. N 80°37'24" W, A DISTANCE OF 227.72 FEET TO A 5/8 INCH IRON ROD SET;
15. N 56°12'50" W, A DISTANCE OF 149.32 FEET TO A 5/8 INCH IRON ROD SET;
16. N 20°59'17" W, A DISTANCE OF 358.27 FEET TO A 5/8 INCH IRON ROD SET;
17. N 69°00'34" W, A DISTANCE OF 333.59 FEET TO A 5/8 INCH IRON ROD SET;
18. N 21°16'54" W, A DISTANCE OF 60.00 FEET TO A 5/8 INCH IRON ROD SET AT THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 90°09'30", A RADIUS OF 25.00 FEET, A CHORD BEARING OF S 23°55'47" W, A CHORD DISTANCE OF 35.40 FEET.
19. ALONG SAID NON-TANGENT CURVE TO THE LEFT, AN ARC LENGTH OF 39.34 FEET TO A 5/8 INCH IRON ROD SET;
20. S 21°08'59" E, A DISTANCE OF 265.90 FEET TO A 5/8 INCH IRON ROD SET IN THE SOUTH LINE OF CLEARWATER RANCH, PHASE TWO AS RECORDED IN DOCUMENT NO.2016062931, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS AND THE SOUTHWEST CORNER OF CLAIMJUMPER, A 60' RIGHT OF WAY, FROM WHICH A 1/2 INCH IRON ROD FOUND BEARS S 69°02'39" W, A DISTANCE OF 77.41 FEET;

THENCE, S 69°02'39" E, WITH THE NORTH BOUNDARY LINE OF SAID 150.02 ACRE TRACT AND THE SOUTH LINE OF SAID CLEARWATER RANCH, PHASE TWO, PASSING THE SOUTHEAST CORNER OF SAID CLEARWATER RANCH, PHASE TWO AND THE SOUTHWEST CORNER OF CLEARWATER RANCH PHASE ONE AS RECORDED IN DOCUMENT NO. 2014025535, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, CONTINUING WITH THE NORTH LINE OF SAID CALLED 150.02 ACRE TRACT AND THE SOUTH LINE OF SAID CLEARWATER RANCH, PHASE ONE, A TOTAL DISTANCE OF 1546.67 FEET TO A 5/8 INCH IRON ROD SET;

THENCE, OVER AND ACROSS SAID CALLED 150.02 ACRE TRACT THE FOLLOWING THIRTY EIGHT (38) COURSES:

1. N 21°13'04" W, A DISTANCE OF 1225.04 FEET TO A CAPPED IRON ROD SET;
2. S 47°55'25" W, A DISTANCE OF 47.93 FEET TO A CAPPED IRON ROD SET;
3. S 47°35'06" W, A DISTANCE OF 68.57 FEET TO A CAPPED IRON ROD SET
4. S 31°38'46" W, A DISTANCE OF 65.79 FEET TO A CAPPED IRON ROD SET;
5. S 37°14'55" W, A DISTANCE OF 118.47 FEET TO A CAPPED IRON ROD SET;
6. S 29°39'50" W, A DISTANCE OF 60.65 FEET TO A CAPPED IRON ROD SET;
7. S 37°52'03" W, A DISTANCE OF 39.68 FEET TO A CAPPED IRON ROD SET;
8. S 41°37'24" W, A DISTANCE OF 54.57 FEET TO A CAPPED IRON ROD SET;
9. S 41°37'24" W, A DISTANCE OF 113.22 FEET TO A CAPPED IRON ROD SET;
10. S 38°30'31" W, A DISTANCE OF 52.84 FEET TO A CAPPED IRON ROD SET;
11. S 41°19'01" W, A DISTANCE OF 58.66 FEET TO A CAPPED IRON ROD SET;
12. S 31°38'46" W, A DISTANCE OF 61.47 FEET TO A CAPPED IRON ROD SET;
13. S 74°38'16" W, A DISTANCE OF 166.64 FEET TO A CAPPED IRON ROD SET;
14. S 56°14'55" W, A DISTANCE OF 52.01 FEET TO A CAPPED IRON ROD SET;
15. S 62°36'18" W, A DISTANCE OF 54.27 FEET TO A CAPPED IRON ROD SET;
16. S 35°43'44" W, A DISTANCE OF 85.52 FEET TO A CAPPED IRON ROD SET;
17. S 48°45'29" W, A DISTANCE OF 53.33 FEET TO A CAPPED IRON ROD SET;
18. S 51°18'38" W, A DISTANCE OF 38.55 FEET TO A CAPPED IRON ROD SET;
19. S 52°24'54" W, A DISTANCE OF 56.59 FEET TO A CAPPED IRON ROD SET;
20. S 63°23'07" W, A DISTANCE OF 60.75 FEET TO A CAPPED IRON ROD SET;
21. S 47°26'17" W, A DISTANCE OF 56.96 FEET TO A CAPPED IRON ROD SET;
22. S 82°22'55" W, A DISTANCE OF 22.91 FEET TO A CAPPED IRON ROD SET;
23. N 14°48'29" W, A DISTANCE OF 19.55 FEET TO A CAPPED IRON ROD SET;
24. N 39°24'33" W, A DISTANCE OF 72.48 FEET TO A CAPPED IRON ROD SET;
25. N 75°40'26" W, A DISTANCE OF 75.80 FEET TO A CAPPED IRON ROD SET;
26. N 39°58'30" W, A DISTANCE OF 86.05 FEET TO A CAPPED IRON ROD SET;
27. N 65°44'00" W, A DISTANCE OF 40.92 FEET TO A CAPPED IRON ROD SET;
28. N 75°30'37" W, A DISTANCE OF 40.01 FEET TO A CAPPED IRON ROD SET;
29. N 30°45'03" W, A DISTANCE OF 47.76 FEET TO A CAPPED IRON ROD SET;
30. N 40°13'26" W, A DISTANCE OF 36.94 FEET TO A CAPPED IRON ROD SET;
31. N 49°07'12" W, A DISTANCE OF 77.40 FEET TO A CAPPED IRON ROD SET;
32. N 37°18'15" W, A DISTANCE OF 52.02 FEET TO A CAPPED IRON ROD SET;
33. N 50°53'30" W, A DISTANCE OF 100.80 FEET TO A CAPPED IRON ROD SET;
34. N 66°41'28" W, A DISTANCE OF 45.96 FEET TO A CAPPED IRON ROD SET;
35. N 78°08'40" W, A DISTANCE OF 70.01 FEET TO A CAPPED IRON ROD SET;
36. N 72°21'41" W, A DISTANCE OF 57.49 FEET TO A CAPPED IRON ROD SET;
37. N 66°10'36" W, A DISTANCE OF 72.34 FEET TO A CAPPED IRON ROD SET;
38. S 45°52'13" W, A DISTANCE OF 402.58 FEET TO A CAPPED IRON ROD SET IN THE WEST RIGHT OF WAY LINE OF SAID COUNTY ROAD 200, FROM WHICH A 1/2 INCH IRON ROD FOUND BEARS N 02°02'30" W, A DISTANCE OF 177.12 FEET;

THENCE N 75°30'37" W, WITH SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 392.73 FEET TO THE POINT OF BEGINNING AND CONTAINING 74.853 ACRES.

LEGEND

● S.I.R.	=	SET ½" IRON ROD WITH BLUE CAP STAMPED "LANDPOINT"
TXDOT	=	TXDOT MONUMENT
R.O.W.	=	RIGHT - OF - WAY
D.P.R.	=	DEED AND PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
O.P.R.	=	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
VOL.	=	VOLUME
PG.	=	PAGE
N.C.B.	=	NEW CITY BLOCK
C.B.	=	COUNTY BLOCK
CL	=	CENTER-LINE

DATE: January 27, 2025

NUMBER OF BLOCKS: 1
TOTAL NUMBER OF LOTS: 59
BUILDABLE LOTS: 52
OPEN SPACES: 8
L.F. OF NEW STREET: 4,859

AREA SUMMARY

75.60 TOTAL ACRES
7.99 ACRES OF RIGHT OF WAY
9.42 ACRES OF OPEN SPACE
58.19 ACRES OF DEVELOPMENTS

LOT SIZES BY CATEGORY

2 - 5 ACRES	1 LOTS
1 - 2 ACRES	54 LOTS
UNDER 1 ACRE	5 LOTS

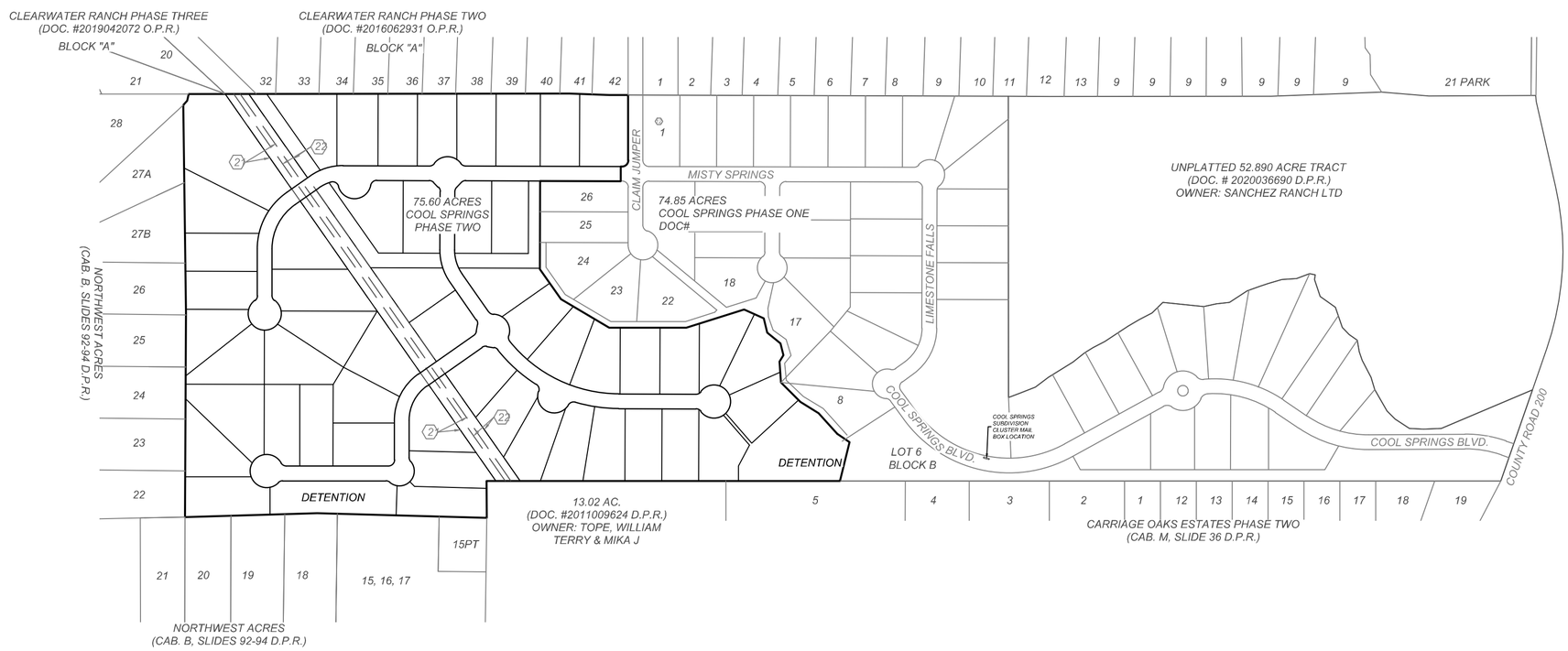
KEYNOTES

(21) 50' WIDE PIPELINE EASEMENT (833/610, 848/217, 833/612, 848/219) (TO BE INCORPORATED INTO PLATTED LOTS AND RIGHT-OF-WAY

(22) 50' WIDE PIPELINE EASEMENT (DOC# 2016094904, DOC# 2020082921) (TO BE INCORPORATED INTO PLATTED LOTS AND RIGHT-OF-WAY)

(22) VALVE AND SCRAPER TRAP EASEMENT (877/199, 848/221, 1132/528, 1153/539) (TO BE INCORPORATED INTO PLATTED LOTS AND RIGHT-OF-WAY)

PRELIMINARY PLAT ONLY (THIS DOCUMENT IS NOT TO BE RECORDED)



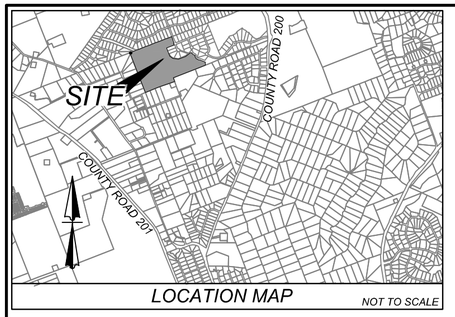
TOTAL RESIDENTIAL LOTS = 52

SEE PAGE 3 OF 3 FOR LINE AND CURVE TABLE

PLAT NOTES APPLY TO EVERY PAGE OF THIS MULTI PAGE PLAT

DRAWN BY: AVP

Date: Jan 27, 2025, 3:25pm User ID: andres.vazquez
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LOCATION MAP NOT TO SCALE

LEGEND

● S.I.R.	=	SET ½" IRON ROD WITH BLUE CAP STAMPED "LANDPOINT"
TXDOT	=	TXDOT MONUMENT
R.O.W.	=	RIGHT - OF - WAY
D.P.R.	=	DEED AND PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
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VOL.	=	VOLUME
PG.	=	PAGE
N.C.B.	=	NEW CITY BLOCK
C.B.	=	COUNTY BLOCK
CL	=	CENTER-LINE

KEYNOTES

1. 10' PRIVATE UTILITY EASEMENT
2. 20' PRIVATE UTILITY EASEMENT
3. 10' DRAINAGE EASEMENT
4. 45' DRAINAGE EASEMENT
5. 55' DRAINAGE EASEMENT
6. 50' BUILDING AND OSSF SETBACK LINE
7. 35' DRAINAGE EASEMENT
8. PRIVATE LANDSCAPE LOT 'C'
12. 10' PRIVATE UTILITY EASEMENT (DOC#_____)
13. 50' BUILDING SETBACK LINE (DOC#_____)
14. LOT 6, BLOCK B (DRAINAGE / OPEN SPACE (DOC#_____)

DATE: January 27, 2025

NUMBER OF BLOCKS: 1
TOTAL NUMBER OF LOTS: 59
BUILDABLE LOTS: 52
OPEN SPACES: 8
L.F. OF NEW STREET: 4,859

AREA SUMMARY

75.60 TOTAL ACRES
7.99 ACRES OF RIGHT OF WAY
9.42 ACRES OF OPEN SPACE
58.19 ACRES OF DEVELOPMENTS

LOT SIZES BY CATEGORY

2 - 5 ACRES	1 LOTS
1 - 2 ACRES	54 LOTS
UNDER 1 ACRE	5 LOTS

OWNER:
SITTERLE HOMES - AUSTIN, LLC
2015 EVANS RD. STE 100
SAN ANTONIO, TX 78258

PRELIMINARY PLAT

SUBDIVISION PLAT ESTABLISHING
COOL SPRINGS PHASE 2

BEING 75.60 ACRES OUT OF THE RICHARD WEST SURVEY, ABSTRACT 643, WILLIAMSON COUNTY, TEXAS, BEING OUT OF A CALLED 202.91 ACRE TRACT IN DOCUMENT NO. 202003669990 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

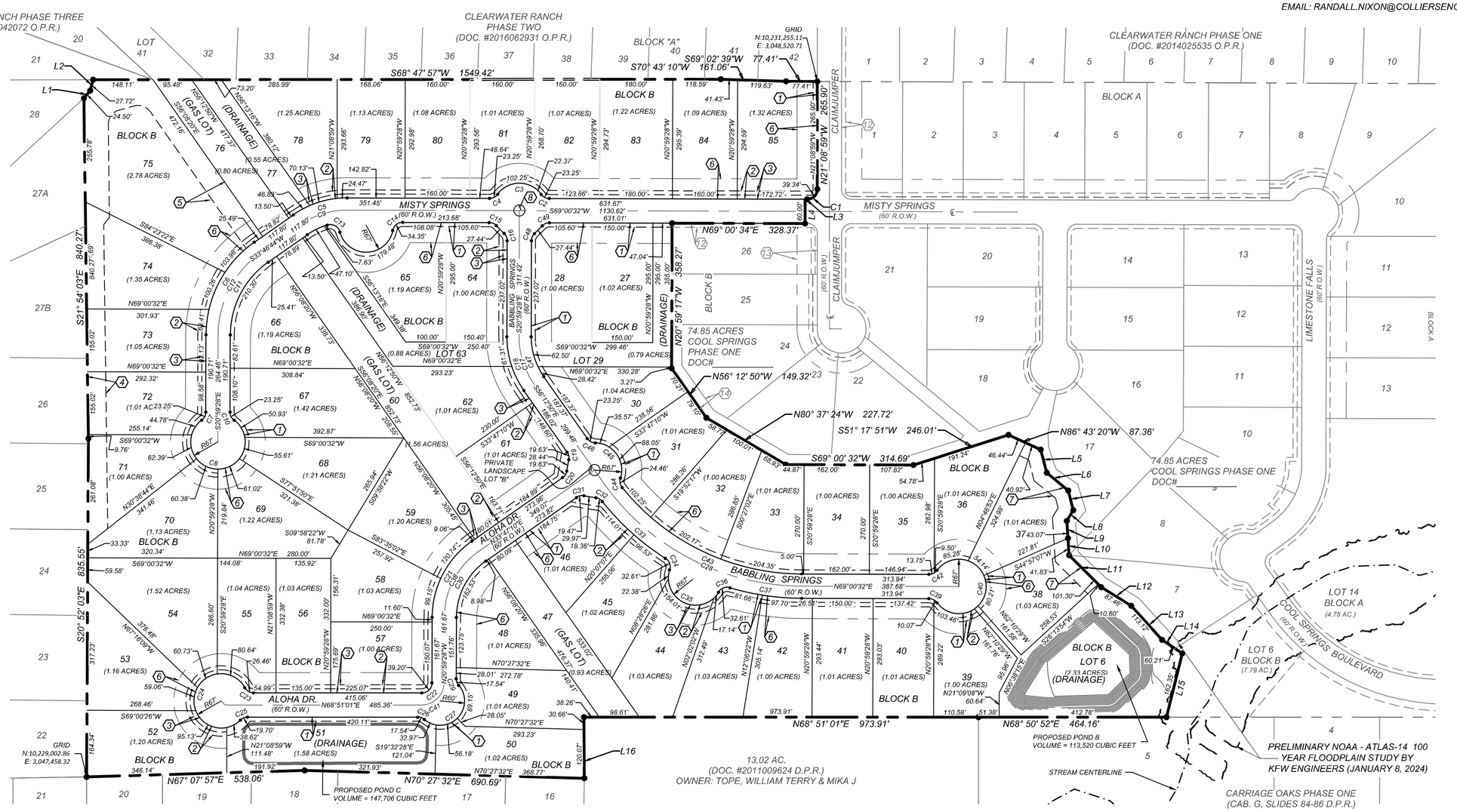
SCALE : 1"=200'
0' 200' 600'
400'

PRELIMINARY PLAT PREPARED BY:

Colliers Engineering & Design
AUSTIN
5901 Vega Avenue
Suite 100
Austin, TX 78735
Phone: 877.627.3772
COLLIERS ENGINEERING & DESIGN, INC.
www.colliersengineering.com

CONTACT:
RANDALL NIXON, P.E.
EMAIL: RANDALL.NIXON@COLLIERSENG.COM

PRELIMINARY PLAT ONLY (THIS DOCUMENT IS NOT TO BE RECORDED)



TOTAL RESIDENTIAL LOTS = 52

SEE PAGE 3 OF 3 FOR LINE AND CURVE TABLE

PLAT NOTES APPLY TO EVERY PAGE OF THIS MULTI PAGE PLAT

DRAWN BY: AVP

Date: Jan 27, 2025, 4:47pm User ID: andres.vazquez
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Curve Table					
Curve #	Length	Radius	Delta	Chord	Chord Bearing
C1	39.34'	25.00'	90°09'30"	35.40'	N23°55'47"E
C2	23.25'	25.00'	53°17'08"	22.42'	S84°20'54"E
C3	124.62'	67.00'	106°34'17"	107.42'	N69°00'32"E
C4	23.25'	25.00'	53°17'08"	22.42'	N42°21'58"E
C5	141.42'	230.00'	35°13'48"	139.21'	N51°23'38"E
C6	267.66'	280.00'	54°46'11"	257.58'	N06°23'38"E
C7	23.25'	25.00'	53°17'08"	22.42'	N05°39'06"E
C8	335.11'	67.00'	286°34'17"	80.11'	S69°00'32"W
C9	122.98'	200.00'	35°13'48"	121.05'	S51°23'38"W
C10	23.25'	25.00'	53°17'08"	22.42'	S47°38'02"E
C11	210.30'	220.00'	54°46'11"	202.39'	S06°23'38"W
C12	238.98'	250.00'	54°46'11"	229.98'	S06°23'38"W
C13	39.94'	25.00'	91°32'50"	35.83'	N81°59'59"W
C14	34.35'	25.00'	78°43'02"	31.71'	S29°39'01"W
C15	19.64'	25.00'	45°00'00"	19.13'	N88°29'28"W
C16	19.63'	25.00'	45°00'00"	19.13'	N43°29'28"W
C17	122.95'	200.00'	35°13'22"	121.02'	S38°36'09"E
C18	141.39'	230.00'	35°13'22"	139.18'	N38°36'09"W
C19	19.63'	25.00'	45°00'00"	19.13'	N33°42'50"W
C20	19.63'	25.00'	45°00'00"	19.13'	N11°17'10"E

Curve Table					
Curve #	Length	Radius	Delta	Chord	Chord Bearing
C21	219.89'	230.00'	54°46'38"	211.61'	N06°23'51"E
C22	39.20'	25.00'	89°50'29"	35.31'	N23°55'47"E
C23	26.46'	25.00'	60°38'06"	25.24'	S80°49'56"E
C24	334.19'	67.00'	285°46'58"	80.85'	N13°24'22"W
C25	19.70'	25.00'	45°08'52"	19.19'	S46°16'35"W
C26	17.54'	25.00'	40°12'36"	17.19'	S88°57'19"W
C27	178.30'	60.00'	170°15'40"	119.57'	S23°55'47"W
C28	573.63'	600.00'	54°46'38"	552.03'	S83°36'09"E
C29	17.54'	25.00'	40°12'36"	17.19'	S41°05'46"E
C30	162.53'	170.00'	54°46'38"	156.41'	S06°23'51"W
C31	19.47'	25.00'	44°36'52"	18.98'	S56°05'36"W
C32	18.36'	25.00'	42°05'11"	17.95'	N80°33'22"W
C33	210.54'	630.00'	19°08'51"	209.56'	N69°05'12"W
C34	32.61'	25.00'	74°44'25"	30.35'	N41°17'25"W
C35	193.53'	67.00'	165°29'58"	132.93'	N86°40'11"W
C36	32.61'	25.00'	74°44'25"	30.35'	S47°57'03"W
C37	179.36'	630.00'	16°18'43"	178.75'	S77°09'54"W
C38	191.21'	200.00'	54°46'38"	184.01'	N06°23'51"E
C39	23.25'	25.00'	53°17'08"	22.42'	N84°20'54"W
C40	335.11'	67.00'	286°34'17"	80.11'	S20°59'28"E

Curve Table					
Curve #	Length	Radius	Delta	Chord	Chord Bearing
C41	86.24'	55.00'	89°50'29"	77.67'	N23°55'47"E
C42	23.25'	25.00'	53°17'08"	22.42'	N42°21'58"E
C43	508.77'	570.00'	51°08'27"	492.05'	S85°25'14"E
C44	24.46'	25.00'	56°03'53"	23.50'	S31°49'04"E
C45	123.62'	67.00'	105°42'50"	106.82'	S56°38'33"E
C46	23.25'	25.00'	53°17'08"	22.42'	S82°51'24"E
C47	104.51'	170.00'	35°13'22"	102.87'	S38°36'09"E
C48	19.63'	25.00'	45°00'00"	19.13'	S01°30'32"W
C49	19.63'	25.00'	44°59'57"	19.13'	S46°30'31"W

Parcel Line Table		
Line #	Length	Direction
L1	24.50'	S18° 56' 57"W
L2	27.72'	S07° 01' 03"E
L3	4.91'	N69° 00' 32"E
L4	60.00'	N20° 59' 26"W
L5	59.11'	N35° 49' 57"W
L6	68.99'	N71° 37' 53"W
L7	50.11'	N35° 28' 43"W
L8	30.83'	N10° 09' 18"E
L9	84.89'	N24° 59' 19"W
L10	84.89'	N24° 59' 19"W
L11	111.91'	N66° 07' 11"W
L12	87.46'	N79° 26' 35"W
L13	113.12'	N63° 21' 23"W
L14	60.21'	N77° 12' 10"W
L15	162.35'	N07° 12' 49"W

Parcel Line Table		
Line #	Length	Direction
L16	150.74'	N21° 32' 58"W

GENERAL SUBDIVISION NOTES:

1. BEARING BASED ON TEXAS STATE PLANE COORDINATES, CENTRAL ZONE, 4203, NAD83-US SURVEY FEET, DERIVED FROM GPS OBSERVATIONS.
2. ALL 'CIRS' ARE 5/8-INCH ROD WITH PLASTIC CAP STAMPED "LANDPOINT" UNLESS OTHERWISE NOTED.
3. MAINTENANCE RESPONSIBILITY FOR DRAINAGE WILL NOT TO 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: GEORGETOWN UTILITIES SERVICES.
5. WASTEWATER SERVICE IS PROVIDED BY ON-SITE SEWAGE FACILITY.
6. ELECTRIC SERVICE IS PROVIDED BY: PEDERNALES ELECTRIC COOPERATIVE.
7. THE LANDOWNER ASSUMES ALL RISKS ASSOCIATED WITH IMPROVEMENTS LOCATED IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS. BY PLACING ANYTHING IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS, THE LANDOWNER INDEMNIFIES AND HOLDS THE COUNTY, IT'S OFFICERS AND EMPLOYEES HARMLESS FROM ANY LIABILITY OWING TO PROPERTY DEFECTS OR NEGLIGENCE NOT ATTRIBUTABLE TO THEM AND ACKNOWLEDGES THAT THE IMPROVEMENTS MAY BE REMOVED BY THE COUNTY AND THAT THE OWNER OF THE IMPROVEMENT SHALL BE RESPONSIBLE FOR THE RELOCATION AND/OR REPLACEMENT OF THE IMPROVEMENT.
8. ALL SIDEWALKS WITHIN THIS SUBDIVISION ARE TO BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.
9. THE MINIMUM FFE (FINISHED FLOOR ELEVATION) 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 VEHICHLE PARKING PADS MUST ALSO BE PLACED AT LEAST ONE FOOT ABOVE BFE (BASE FLOOR ELEVATION).
10. LAND WITHIN THIS PLAT IS TERRACED FROM PRIOR AGRICULTURAL USE. THE TERRACING RETAINS RAINFALL RUNOFF AND DIRECTS IT THROUGH EXISTING DRAINAGE PATTERNS ON LOTS. EXISTING DRAINAGE PATTERNS SHALL REMAIN THE SAME. PROPERTY OWNERS SHALL NOT GRADE OR DEVELOP LAND ON PROPERTY IN A MANNER THAT WOULD ALTER THE EXISTING DRAINAGE PATTERNS. IN THE EVENT DRAINAGE PATTERNS ARE CHANGED AND ADJACENT PROPERTIES ARE ADVERSELY IMPACTED OR DAMAGED, THE PROPERTY OWNER MAY BE LIABLE PER TEXAS WATER CODE SECTION 11.086.
11. IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE PLATTING AND DEVELOPMENT OF THIS PROPERTY. THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOODPLAIN DATA, IN PARTICULAR, WILL CHANGE OVER TIME AND THE CURRENT EFFECTIVE FLOODPLAIN DATA TAKES PRECEDENCE OVER FLOODPLAIN DATA REPRESENTED ON THIS PLAT. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE STREETS IN THE SUBDIVISION HAVE BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.
12. IMPROVEMENTS WITHIN THE COUNTY ROAD RIGHT-OF-WAY INCLUDING, BUT NOT LIMITED TO, LANDSCAPING, IRRIGATION, LIGHTING, CUSTOM SIGNS, IS PROHIBITED WITHOUT FIRST OBTAINING AN EXECUTED LICENSE AGREEMENT WITH WILLIAMSON COUNTY. MAINTENANCE RESPONSIBILITY FOR DRAINAGE WILL NOT BE ACCEPTED BY THE COUNTY OTHER THAN THAT ACCEPTED IN CONNECTION WITH DRAINING OR PROTECTING THE ROAD SYSTEM. MAINTENANCE RESPONSIBILITY FOR STORM WATER MANAGEMENT CONTROLS WILL REMAIN WITH THE OWNER.
13. NO STRUCTURE OR LAND IN THIS PLAT SHALL HEREAFTER BE LOCATED OR ALTERED WITHOUT FIRST OBTAINING A CERTIFICATE OF COMPLIANCE OR FLOODPLAIN DEVELOPMENT PERMIT FROM THE WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATOR.
14. ALL STRUCTURES/OBSTRUCTIONS ARE PROHIBITED WITHIN DRAINAGE EASEMENTS.
15. OPEN SPACES AND PRIVATE LANDSCAPE LOTS WILL BE MAINTAINED BY THE HOA.
16. FLOOD STATEMENT: THE SITE IS SITUATED IN NON-SHADED "X" IN WILLIAMSON COUNTY, TEXAS ACCORDING TO FEMA MAP NUMBER 48491C0235F, DATED DECEMBER 20, 2019. WARNING: THIS STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR THE STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOODING DAMAGE. THIS DETERMINATION HAS BEEN MADE BY SCALING THE PROPERTY ON THE REFERENCED MAP AND IS NOT THE RESULT OF AN ELEVATION SURVEY. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.
17. ANY IMPROVEMENTS PROPOSED WITHIN THE RIGHT-OF-WAY INCLUDING, BUT NOT LIMITED TO, IRRIGATION, LANDSCAPING, SIDEWALKS, SUBDIVISION IDENTIFICATION SIGNS, ETC. SHALL BE MAINTAINED IN ACCORDANCE WITH AN EXECUTED LICENSE AGREEMENT BETWEEN THE COUNTY AND THE OWNER.
18. NO LOT IN THIS SUBDIVISION IS ENCROACHED BY A SPECIAL FLOOD HAZARD AREA(S) INUNDATED BY THE 100-YEAR (1% CHANCE) FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 48491C0230F EFFECTIVE 12/20/2019 FOR WILLIAMSON COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS:

I,_____, REPRESENTATIVE OF SITTERLE HOMES-AUSTIN, LLC, IS THE OWNER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2022061332 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, *[AND DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THE CERTAIN TRACT OF LAND], AND DO HEREBY (SUBDIVIDE, RESUBDIVIDE, AMEND, ETC.) SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE, AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS ____COOL SPRINGS PHASE 2___.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS _____ DAY OF_____, 2023.

_____
REPRESENTATIVE OF SITTERLE HOMES-AUSTIN, LLC

STATE OF TEXAS
COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS:

NOW COMES _____, THE SUBDIVIDER OF A SUBDIVISION TO BE KNOWN AS ____COOL SPRINGS PHASE 2____, AND STATES UNDER OATH OR AFFIRMATION AND SUBJECT TO PENALTIES OF LAW THAT THE ORIGINAL TAX CERTIFICATES ATTACHED TO THE PLAT OF THE SUBDIVISION DESCRIBE ALL OF THE PROPERTY CONTAINED WITHIN THE SUBDIVISION AND ALL TAXING ENTITIES WITH JURISDICTION OVER THE PROPERTY.

SIGNATURE_____DATE_____

ACKNOWLEDGED AND SWORN BEFORE ME ON _____, 2023

_____
NOTARY PUBLIC OF TEXAS

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.

_____ _____
DEBORAH L. MARLOW, RS, OS0029596 DATE
ASSISTANT DEBUTY DIRECTOR,
ENVIRONMENTAL HEALTH SERVICES, WWCHD

ROAD NAME AND 911 ADDRESSING APPROVAL

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE ___ DAY OF_____, 20__ A.D.

_____
WILLIAMSON COUNTY ADDRESSING COORDINATOR

PRELIMINARY PLAT ONLY
(THIS DOCUMENT IS NOT TO BE RECORDED)

OWNER:
SITTERLE HOMES - AUSTIN, LLC
2015 EVANS RD. STE 100
SAN ANTONIO, TX 78258

PRELIMINARY PLAT

SUBDIVISION PLAT ESTABLISHING
COOL SPRINGS PHASE 2

BEING 75.60 ACRES OUT OF THE RICHARD WEST SURVEY, ABSTRACT 643, WILLIAMSON COUNTY, TEXAS, BEING OUT OF A CALLED 202.91 ACRE TRACT IN DOCUMENT NO. 20200366990 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

PRELIMINARY PLAT PREPARED BY:

Colliers Engineering & Design

AUSTIN
5901 Vega Avenue
Suite 100
Austin, TX 78735
Phone: 877.627.3772
COLLIERS ENGINEERING & DESIGN, INC.

www.colliersengineering.com

CONTACT:
RANDALL NIXON, P.E.
EMAIL: RANDALL.NIXON@COLLIERSENG.COM

STATE OF TEXAS
COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS:

THAT I, ROBERT GLEN MALOY, DO HEREBY CERFITY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE ON THE GROUND SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION, IN ACCORDANCE WITH WILLIAMSON COUNTY DEVELOPMENT CODE.

_____ _____
SIGNATURE AND SEAL OF LICENSED SURVEYOR DATE

FLOODPLAIN ADMINISTRATOR APPROVAL

BASED UPON THE REPRESENTATIONS OF THE ENGINEER OR SURVEYOR WHOSE SEAL IS AFFIXED HERETO, AND AFTER REVIEW OF THE PLAT AS REPRESENTED BY THE SAID ENGINEER OR SURVEYOR, I FIND THAT THIS PLAT COMPLIES WITH THE WILLIAMSON COUNTY FLOODPLAIN REGULATIONS. THIS CERTIFICATION IS MADE SOLELY UPON SUCH REPRESENTATIONS AND SHOULD NOT BE RELIED UPON FOR VERIFICATIONS OF THE FACTS ALLEGED. 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 WITHIN IT.

_____ _____
WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATOR DATE

COUNTY JUDGE'S APPROVAL

STATE OF TEXAS
COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS:

I, BILL GRAVELL JR., COUNTY JUDGE OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS MAP OR PLAT, WITH FIELD NOTES HEREON, FOR A SUBDIVISION HAVING BEEN FULLY PRESENTED TO THE 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

COUNTY CLERK'S APPROVAL

STATE OF TEXAS
COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS:

I, NANCY E. RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF _____, 2023 A.D., AT ____O'CLOCK, ____.M., AND DULY RECORDED THIS THE DAY OF _____, 2023 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.

CLERK COUNTY COURT
OF WILLIAMSON COUNTY, TEXAS

BY:_____, DEPUTY

STATE OF TEXAS
COUNTY OF WILLIAMSON

I, RANDALL B. NIXON, A LICENSED PROFESSIONAL ENGINEER, DO HEREBY CERIFY THAT A PORTION OF THIS PROPERTY IS LOCATED WITHIN ZONE 'A' OF THE DESIGNATED 100-YEAR FLOOD ZONE AREA, AS DELINEATED ON THE FLOOD INSURANCE MAP (FIRM) COMMUNITY PANEL NO. 48491C0235F, EFFECTIVE DATE OF DICEMBER 19, 2019, AS PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY. ADDITIONALLY, STORM WATER RUNOFF FROM THE 100-YEAR STORM EVENT SHALL BE CONTAINED WITHIN THE DRAINAGE FACILITIES TO BE LOCATED WITHIN THE RIGHT-OF-WAY AND/OR DRAINAGE EASEMENTS SHOWN ON THE ATTACHED PLAT. THIS TRACT IS LOCATED WITHIN THE EDWARDS AQUIFER CONTRIBUTING ZONE ASINDICATED ON THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY EDWARDS AQUIFER RECHARGE ZONE MAPS.

_____ _____
RANDALL B. NIXON DATE
LICENSED PROFESSIONAL ENGINEER
NO. 91097 - STATE OF TEXAS

PLAT NOTES APPLY TO EVERY PAGE OF THIS MULTI PAGE PLAT

DRAWN BY: AVP

Date: Jan 27, 2025, 3:28pm User ID: andres.vazquez
File: R:\Projects\2023\230007304 - 758-08-01 Cool Springs Phase 2\Design\Civil\Plat\PL7580801_PH2_FINAL.dwg

Commissioners Court - Regular Session **25.**

Meeting Date: 03/11/2025

Women's History Month 2025 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 a proclamation honoring Women's History in Williamson County.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Women's History Month 2025 Proclamation

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/06/2025 11:53 AM
Form Started By: Garry Brown		Started On: 03/06/2025 08:44 AM
Final Approval Date: 03/06/2025		

PROCLAMATION

WHEREAS, American women of every race, class, and ethnic background have made historic contributions to the growth and strength of our Nation in countless recorded and unrecorded ways; and

WHEREAS, American women have played and continue to play critical economic, cultural, and social role in every sphere of the life of the Nation by constituting a significant portion of the labor force working inside and outside of the home, from the US Department of Labor, the percentage of women in the labor force Jan. 2025 was 57.5%; and

WHEREAS, American women have played a unique role throughout the history of the Nation by providing much of the volunteer (read: unpaid!) labor force of the Nation, according to the Levy Economics Institute, Bard College, unpaid family labor in US is worth $3.6 trillion annually; women do 80% of it.; and

WHEREAS, American women were particularly important in the establishment of early charitable, philanthropic, and cultural institutions in our Nation; for example, closer to home, religious women founded hospital groups that continue today, such as Sister Elizabeth Ann Seton, and on a more macro level, Clara Barton founded American Red Cross in 1881; and further, women continue to increase their philanthropic giving noted by Arizona State University; and

WHEREAS, American women of every race, class, and ethnic background served as early leaders in the forefront of every major progressive social change movement; and

WHEREAS, American women have served our country courageously in the military, from the Civil War (where an estimated 1,000 women disguised themselves as men to serve in the military) on, women served in the military where they currently comprise 17.5% of our active-duty service members; and

WHEREAS, American women have been leaders in securing their own rights of suffrage and equal opportunity in the abolitionist movement, the emancipation movement, the industrial labor movement, the civil rights movement, and, especially the peace movement, which create a more fair and just society for all; and

WHEREAS, despite these contributions, the role of American women in history has been consistently overlooked and undervalued in the literature, teaching, and study of American history; and

WHEREAS, the theme for Women's History Month 2025 is “Moving Forward Together! Women Educating & Inspiring Generations,” demonstrating when women gather together, from the Seneca Falls convention in 1848 through the suffrage movement years to today as women fight to get to a level playing field in the workspace, the status of women continue to move forward and upward but still lagging behind their male counterparts.

NOW THEREFORE BE IT PROCLAMED, that the Williamson County Commissioners Court declare March 2025 as Women’s History Month in Williamson County to respect the contributions of all women who inspire us and bring fairness and change to past and present generations, as well as those in the future.

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 **26.**

Meeting Date: 03/11/2025

Hear an economic development update regarding a Williamson County delegation's recent visit to South Korea to mee with Korean-based companies about business opportunities in Williamson County.

Submitted For: Russ Boles **Submitted By:** Kelley Hernandez, Commissioner Pct. #4

Department: Commissioner Pct. #4

Agenda Category: Regular Agenda Items

Information

Agenda Item

Hear an economic development update regarding the Williamson County delegation's recent visit to South Korea to meet with Korean-based companies about business opportunities in Williamson County.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/06/2025 05:16 PM
Form Started By: Kelley Hernandez		Started On: 03/06/2025 08:39 AM
Final Approval Date: 03/06/2025		

Commissioners Court - Regular Session **27.**

Meeting Date: 03/11/2025

Discuss, consider, and take appropriate action on a proposed specialized market group for non-attorney positions in addition to attorney positions within the County Attorney, District Attorney, and General Counsel Offices of Williamson County.

Submitted For: Russ Boles **Submitted By:** Kelley Hernandez, Commissioner Pct. #4

Department: Commissioner Pct. #4

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on a proposed specialized market group for non-attorney positions in addition to attorney positions within the County Attorney, District Attorney, and General Counsel Offices of Williamson County.

Background

At its session on February 11, 2025, under Agenda Item No. 33, the Commissioners Court approved a specialized market group of Collin County, Denton County, Fort Bend County, Montgomery County, Travis County, Office of the Attorney General, City of Austin, City of Cedar Park, City of Georgetown, City of Leander, and City of Round Rock for only attorney positions within the County Attorney, District Attorney, and General Counsel offices of Williamson County. This agenda item proposes to add non-attorney positions within the County Attorney, District Attorney, and General Counsel offices of Williamson County to the same specialized market group for purposes of a salary study.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/05/2025 03:04 PM
Form Started By: Kelley Hernandez		Started On: 03/05/2025 09:46 AM
Final Approval Date: 03/05/2025		

Commissioners Court - Regular Session **28.**

Meeting Date: 03/11/2025

Spaceport

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

Department: Commissioner Pct. #2

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the creation of the Central Texas Spaceport Development Corporation with Burnet County and approval of By-Laws for the Central Texas Spaceport Development Corporation, as required by the Texas Non-Profit Corporation Act, Chapter 22 of the Texas Business Organizations Code and Chapter 507 of the Texas Local Government Code.

Background

The Central Texas Spaceport Development Corporation will be governed by a seven-member Board of Directors who shall have the powers and authority granted to Spaceport Development Corporations under Chapter 507 of the Texas Local Government Code. Williamson County will appoint four of the Directors and Burnet County will appoint three of the Directors. The Central Texas Spaceport Development Corporation will be a separate legal entity that exists separate and apart from either county. Any future contracts or other obligations will be binding on the Central Texas Spaceport Development Corporation and will not be obligations of Williamson or Burnet Counties.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

ByLaws

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/04/2025 05:01 PM
Form Started By: Pierce Kathy		Started On: 02/28/2025 06:43 PM
Final Approval Date: 03/04/2025		

Central Texas Spaceport Development Corporation
By-Laws

PREAMBLE

These Bylaws are subject to, and governed by, the Texas Non-Profit Corporation Act and the Articles of Incorporation of the Corporation. In the event of a direct conflict between the provisions of these Bylaws and the mandatory provisions of the Texas Non-Profit Corporation Act, the Texas Non-Profit Corporation Act will be controlling. In the event of a direct conflict between the provisions of these Bylaws and the Articles of Incorporation of the Corporation, these Bylaws will be controlling.

ARTICLE I – NAME

1.1 Name. The name of the corporation is Central Texas Spaceport Development Corporation, referred to hereinafter as "Corporation". The Corporation was duly charted on DATE (Charter No. XXXX), pursuant to the provisions of the Nonprofit Corporations Act, Chapter 22 of the Texas Business Organizations Code.

ARTICLE 2 – PURPOSE

2.1 Purpose. The purpose of the Corporation is to support the creation and development of a spaceport project in Williamson County, Texas and Burnet County, Texas, and for any lawful purpose permitted by the Nonprofit Law of the State of Texas.

ARTICLE 3 – OFFICES

3.1 Principal Office. The principal office of the Corporation and such other offices, either within or without the State of Texas, shall be established as the Board of Directors may determine as necessary.

3.2 Registered Office. The Corporation shall continuously maintain a registered office, and a registered agent whose office is identical with such registered office, or as otherwise required by Chapter 22 of the Texas Business Organizations Code. The registered office may be, but need not be, identical with the principal office, and the address of the registered office may be changed from time to time by the Board of Directors.

ARTICLE 4 – POWERS

4.1 General Powers. The general powers are as follows:

4.1.1 To perform any lawful act as prescribed by the powers of the Secretary of State of Texas and Chapter 507 of the Texas Local Government Code.

4.1.2 To receive and maintain a fund or funds, real estate or personal property, or both, and subject to the restrictions and limitations hereinafter set forth, to use and apply the whole or any part of the income therefrom and the principal thereof exclusively to support the creation and development of a spaceport project in Williamson County, and Burnet County, Texas.

4.1.3 No part of the net earning of the Corporation shall inure to the benefit of any Director of the Corporation, Officer of the Corporation, or any private individual (except that reasonable compensation may be paid for services rendered to or for the Corporation affecting one or more of its purposes), and no Director or Officer of the Corporation, or any private individual shall be entitled to share in the distribution of any of the corporate assets on dissolution of the Corporation.

ARTICLE 5 – MEMBERSHIP

5.1 Members. The Corporation shall not have members, unless required by law.

5.2 Presiding Officer. The Board of Directors shall elect a Presiding Officer from among its members.

5.3 Other Officers. The Board of Directors shall elect a secretary and a treasurer from among its members. The Board of Directors may also elect a Vice President who shall serve in the Presiding Officer's absence, and other assistant officers, as considered necessary.

5.4 Immunity from Liability. The members of the Board of Directors of the Corporation are not personally liable for a debt, liability, or obligation of the Corporation, unless the officer's conduct was not exercised:

(1) In good faith;
(2) With ordinary care; and
(3) In a manner the officer reasonably believes to be in the best interest of the Corporation.

ARTICLE 6 – BOARD OF DIRECTORS

6.1 General Powers and Responsibilities. The Corporation shall be governed by a Board of Directors ("the Board"), which shall have all the rights, powers, privileges and limitations of liability of directors of a nonprofit corporation organized under the Texas Non-Profit Corporation Act. The Board shall establish policies and directives governing business and

programs of the Corporation and may delegate responsibility for the administrative and business management of the Corporation to an Executive Director.

6.1.1 Primary Responsibility. The Board of Directors is vested with a fiduciary responsibility is to set policy, provide fiscal guidance, and ongoing governance of the Corporation.

6.1.2 Board Compensation. The Board shall receive no compensation other than reasonable expenses.

6.2 Authority. The Board of Directors has the general power to control and manage the affairs, funds, and property of the Corporation; disburse the Corporation's monies and dispose of its property in accordance with the provisions contained in the Corporation's Certificate of Formation. The Board of Directors shall not permit any part of the net earnings or capital of the Corporation to benefit any private individual. The fiduciary responsibilities of individual Directors are those specified for directors in Chapter 22 of the Texas Business Organizations Code, as amended. Notwithstanding anything to the contrary above, the Board of Directors shall have power to act in accordance with Chapter 507 of the *Texas Local Government Code* to carry out the purposes of the Corporation.

6.3 Number and Qualifications. The number of Directors shall be seven. The Commissioners Courts of Williamson and Burnet counties will select Directors with strong leadership skills and commitment to the Corporation's mission. Directors will not have a conflict of interest and will have a willingness to commit the needed time to the Corporation.

6.4

6.4.1 Williamson County. The Williamson County Commissioners Court shall have the unequivocable right to appoint, and at all times maintain four (4) Directors on the seven-member Board of Directors. Williamson County will fill Place #1, Place #3, Place #5, and Place #7 on the Board.

6.4.2 Burnet County. The Burnet County Commissioners Court shall have the unequivocable right to appoint, and at all times maintain three (3) Directors on the seven-member Board of Directors. Burnet County will fill Place #2, Place #4, and Place #6 on the Board.

6.5 Board Terms.

6.5.1 Term Length. Unless a Director resigns or is removed, all terms on the Board of Directors will be two (2) year terms that expire June 1, except that the initial term for Place #1, Place #2, Place #3, and Place #4 on the Board of Directors shall be a two (2) year term

expiring June 1, 2027 and the initial term for Place #5, Place #6, and Place #7 shall be a one (1) year term expiring June 1, 2026 so that the terms are staggered in the future. The initial Directors will be named in the Certificate of Formation of the Corporation

6.5.2 Term Limitations. There will be no term limitations on the Board of Directors. Board appointees will serve at the pleasure of the Commissioners Courts from Williamson County and Burnet County and will continue to serve until a successor is appointed.

6.5.3 Vacancies. Any Director vacancy of a Williamson County appointed Board position shall be filled by a majority vote of the Williamson County Commissioners Court. Any Director vacancy of a Burnet County appointed Board position shall be filled by a majority vote of the Burnet County Commissioners Court. An appointee will serve the remaining portion of the Director's term that he or she is filling.

6.6 Removal of Directors. A Director of the Board may be removed by a majority vote of the Commissioners Court who appointed the particular Director being removed. A Director on the Board may be removed from the appointed office, with or without cause, by the Commissioners Court of the respective Board position.

6.7 Conflict of Interest. It is the responsibility of each Director to make full disclosure to the Board of Directors concerning any actual or potential conflicts of interest in any matter which is the subject of business before the Board. No Director may vote on any matter in which he or she has any actual or potential conflict of interest. Directors shall disclose in writing to the Board of Directors any persons to whom they are closely related or organization with which they are affiliated who or which presently transacts business with the Corporation or might reasonably be expected to do so in the future. Each disclosure shall be updated and resubmitted on a yearly basis.

An affiliation with an organization shall be considered to exist when a Director or a member of his or her immediate family, close relative, affectional or life partners is an officer, director, partner, employee, or agent of the other organization, or has any substantial interest or dealing with the other organization. Closely related persons shall include, in addition to spouses, children, siblings, and blood relatives, affectional relationships between persons of the same or opposite sex.

ARTICLE 7 – MEETINGS

7.1 Regular Meetings. The regular meetings of the Board shall be as set by a majority of the Board and held in a Location designated by the Board. The Board of Directors may reschedule regular meetings as deemed necessary by a majority vote. The Board of Directors shall meet at least once every three months at the call of the Presiding Officer or a majority of Directors.

7.2 **Special Meetings.** Special meetings of the Board may be called by or at the request of the Presiding Officer or by a vote of a majority of the Directors at a regular meeting. Special meetings shall be held in the location to be determined by the Board of Directors. All special meetings shall be called by the Presiding Officer at least seventy-two (72) hours in advance of said meeting.

7.3 **Waiver of Notice.** Notice of any special meeting of the Board shall be given at least three days previous thereto by written notice, delivered personally or sent by email or electronic transmission to each Director at his or her address shown by the records of the Corporation. If notice is given by electronic transmission, such notice shall be deemed to be delivered upon transmission. Any Director may waive notice of any meeting. The attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, unless a Director attends a meeting for the express purpose of objecting to the transaction of any business. A waiver of notice of a board meeting is not required to specify the business to be transacted at the meeting or the purpose of the meeting, unless required by the bylaws.

7.4 **Quorum.** A majority of the Board of Directors qualified to vote shall constitute a quorum for the transaction of business at any meeting of the Board. If a quorum is not present at a meeting, the Board members present may adjourn the meeting from time to time without further notice until a quorum shall be present. However, a Board member shall be considered present at any meeting of the Board of Directors if during the meeting he or she is connected by conference telephone or similar communications system, including videoconferencing technology or the internet, or any combination of these used to communicate with other Board members participating in the meeting, as provided under Chapter 551 of the Texas Government Code.

7.5 **Manner of Acting.** The act of a majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors, unless the acts of a greater number is required by law or by these Bylaws.

7.6 **Open Meetings.** All regularly scheduled meeting or special called meetings of the Board of Directors and any committees or subcommittees of the Board of Directors shall be held in compliance with Chapter 551 of the Texas Government Code, the "Open Meetings Act."

ARTICLE 8 – COMMITTEES OF THE BOARD

8.1 **Creation and Authority.** The Board of Directors may designate and appoint one or more committees. Each shall be chaired or co-chaired by a Director of the Board and shall consist of at least two or more Directors. Each committee shall report directly to the Board of Directors. The Chair shall appoint committee chairs of each Board committee and be an ex-officio voting member of each said committee.

8.2 **Vacancies.** Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments.

8.3 Quorum. Unless otherwise provided in the resolutions of the Board of Directors designating a committee, a majority of the whole committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

8.4 Rules. Each committee may recommend rules for its own government not inconsistent with these Bylaws and shall be submitted to the Board of Directors for adoption.

ARTICLE 9 – INDEMNIFICATION

9.1 Indemnification. The Corporation shall indemnify a director or officer of the corporation for necessary expenses and costs, including attorney's fees, actually incurred by the director or officer in connection with a claim asserted against the director or officer, by action in court or another forum, by reason of the director's or officer's being or having been a director or officer of the corporation. No Director shall be held personally liable for any debts of the Corporation.

ARTICLE 10 – PERSONNEL POLICIES

10.1 Written Policies. If employees are hired, the Corporation shall establish written policies concerning qualifications, responsibilities, and conditions of employment.

10.2 Contents of Policies. The Corporation's personnel policies shall be available to each employee. The policies shall be applicable to all federal, state, and local laws.

ARTICLE 11 – FINANCIAL RECORDS and ANNUAL REPORT

11.1 Financial Records. The Corporation shall maintain current and accurate financial records with complete entries as to each financial transaction of the Corporation, including income and expenditures, in accordance with generally accepted accounting principles.

11.2 Minutes. Corporation shall keep minutes of the proceedings of its Board of Directors, and Committees having any of the authority of the Board of Directors and shall keep at the registered or principal office a record of the names and addresses of the members entitled to vote. All books and records of the Corporation may be inspected by any Director or his or her agent or attorney for any purpose at any reasonable time.

11.3 Annual Report. The Board of Directors shall oversee and approve an annual report of the business of the Corporation and present the annual report to the Williamson County Commissioners Court and the Burnet County Commissioners Court. The annual report shall be prepared using current financial records of the Corporation from the previous year and must conform to accounting standards as adopted by the American Institute of Certified Public Accountants. The Annual Report shall be made available on the Corporation's website.

11.3.1 Availability to Public. The Corporation shall keep each document the Corporation is required to make available for public inspection at the Corporation's registered or principal office for at least three years after the close of the fiscal year. Documents shall be available for inspection and copying at the Corporation's principal office during regular business hours. The Corporation may charge a reasonable fee for preparing a copy of a document.

ARTICLE 12 – MISCELLANEOUS

12.1 Fiscal Year. The fiscal year of the Corporation shall be October 1 to September 30.

12.2 Seal. The Board of Directors shall provide a corporate seal, which shall be in the form of a circle and shall have inscribed therein the name: "Central Texas Spaceport Development Corporation". The Corporate seal may be either embossed or produced by a computerized graphic.

12.3 Discrimination. The rules established by the Board of Directors shall govern all cases wherein they do not conflict with the law, the charter, or these Bylaws.

12.4 Parliamentary Authority. The rules established by the Board of Directors shall govern all cases wherein they do not conflict with the law, the charter, or these Bylaws. The Presiding Officer has the authority to appoint a Parliamentarian as needed.

12.5 Proxy. Directors shall not be permitted to vote by proxy.

12.6 Voting. At any meeting of the Directors, every Director present shall be entitled to one vote and, except as otherwise provided by law or by these Bylaws, the act of the majority present at any meeting at which a quorum is present shall be the act of the Directors.

12.7 Loans. The Corporation shall not make a loan to a Director. The Corporation shall not make any loan of money or property to, or guarantee the obligation or, any Director, Officer, or Employee. Provided, however, that the Corporation may advance money to a Director, Officer, or Employee of the Corporation for expenses reasonably anticipated to be incurred in the performance of their duties so long as such individual would be entitled to be reimbursed for such expense absent that advance.

12.8 Dissolution. In the event that the Corporation is dissolved for any reason ceases to operate, the assets of the Corporation, if any, are to be transferred equally to Williamson County, Texas and Burnet County, Texas.

Commissioners Court - Regular Session **29.**

Meeting Date: 03/11/2025

Stribling Agreement

Submitted By: Hal Hawes, General Counsel

Department: General Counsel

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Real Estate Professional Consulting Services Agreement between Williamson County, Texas and William Scott Stribling; and exemption of those services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Tex. Loc. Gov't Code § 262.024(a)(4).

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Real Estate Professional Consulting Services Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/06/2025 08:17 AM
Form Started By: Hal Hawes		Started On: 03/05/2025 04:18 PM
Final Approval Date: 03/06/2025		

REAL ESTATE PROFESSIONAL CONSULTING SERVICES AGREEMENT

Effective Date:	As of the date of the last party's execution below.
WILLIAMSON COUNTY:	Williamson County, Texas 710 South Main Street, Suite 110 Georgetown, Texas 78626
BROKER:	William Scott Stribling 801 South Main Street Georgetown, Texas 78626

This Real Estate Professional Consulting Services Agreement ("Agreement") is made by and between WILLIAMSON COUNTY and BROKER.

WHEREAS, WILLIAMSON COUNTY desires to engage the services of BROKER, as an independent BROKER and not as an employee, according to the terms and conditions provided in this Agreement; and

AND WHEREAS, BROKER desires to render services for WILLIAMSON COUNTY on the terms and conditions provided in this Agreement;

NOW THEREFORE, in consideration of the mutual promises contained in this contract, WILLIAMSON COUNTY and BROKER (individually a "Party" and collectively the "Parties") hereby agree as follows:

1. **TERM.** This Agreement will begin on the Start Date and expire on the one (1) year thereafter ("Term"). The Agreement shall automatically renew for one (1) year terms unless either Party terminate this Agreement by providing at least thirty (30) days' written notice to the other during any term. In the event of such termination, it is understood and agreed that only the amounts due to BROKER for services provided and authorized expenses incurred to and including the date of termination, will be due and payable.

2. **SERVICES.** WILLIAMSON COUNTY requires BROKER's assistance and consultation in (a) identifying and purchasing real property for WILLIAMSON COUNTY and (b) for valuation, marketing, and sale of various existing WILLIAMSON COUNTY real property located throughout the County (collectively the "Real Property"). BROKER agrees to perform services for WILLIAMSON COUNTY, with such "Services" including negotiating, researching, evaluating, consulting, and reporting as required in relation to the Real Property, but shall not include expert witness preparation and testimony of a designated expert (as "Expert" is defined in Section 5 below), and shall be performed pursuant to industry standards. The Services shall also include regular meetings with the WILLIAMSON COUNTY Judge and Commissioners at mutually agreeable times and

places and communications with the appropriate WILLIAMSON COUNTY personnel and representatives.

3. **WILLIAMSON COUNTY ACCESS.** BROKER agrees to abide by the policies applicable to WILLIAMSON COUNTY employees and independent Contractors while on any WILLIAMSON COUNTY premises. BROKER shall comply with all laws and shall possess and maintain all licenses, permits, and qualifications required by law to perform the contracted Services.

4. **FEES & INVOICES.**

A. In exchange for Services performed for WILLIAMSON COUNTY by BROKER, WILLIAMSON COUNTY shall pay BROKER a retainer of $5,000 per month, subject to a credit towards commissions as set forth below and prorated daily for any partial month in which Services are performed.

B. WILLIAMSON COUNTY will also reimburse BROKER for BROKER's reasonable actual expenses that BROKER incurs in performing Services benefitting WILLIAMSON COUNTY under this Agreement, but only to the extent that (i) such expenses are authorized, in advance, by WILLIAMSON COUNTY; (ii) documentation of such expenses is provided to WILLIAMSON COUNTY within sixty (60) days of the expense being incurred, and (iii) such expenses comply with the WILLIAMSON COUNTY business expense reimbursement standards, as modified from time to time.

C. Either during the term of this Agreement or for a period of twelve (12) months after the termination of this Agreement, for any property **sold** by WILLIAMSON COUNTY for which BROKER participates in a real estate transaction for said property generating a real estate commission to BROKER, BROKER shall be entitled to a commission of four and one half percent (4.5%) of the sales price, from which BROKER agrees to compensate any buyer's broker; however, BROKER agrees to reduce the portion of the commission payable at the time of closing to BROKER by an amount not to exceed Sixty Thousand and No/Dollars ($60,000) of the retainer fees paid to BROKER (and for which BROKER has not already reduced a prior commission) in the previous twelve (12) months.

D. Either during the term of this Agreement or for a period of twelve (12) months after the termination of this Agreement, for any property **purchased** by WILLIAMSON COUNTY for which BROKER participates in a real estate transaction for said property generating a real estate commission to BROKER, BROKER shall look solely to the seller of such property for BROKER's commission, and WILLIAMSON COUNTY shall not be obligated to pay a commission to BROKER.

E. The monthly retainer fee and any authorized expenses will be invoiced by BROKER to WILLIAMSON COUNTY, in a form acceptable to the Williamson County Auditor, on or before the first day of each month following the Start Date. WILLIAMSON COUNTY shall review the invoices within thirty (30) days of receipt of an invoice and approve them with such modifications, if any, as it deems appropriate. WILLIAMSON COUNTY shall pay each invoice within thirty (30) days after WILLIAMSON COUNTY's approval;; subject however to the condition that (i) WILLIAMSON COUNTY accepts performance of the Services for the prior month; (ii) BROKER has satisfied, and continues

satisfying, all of its obligations, representations, warranties, and covenants under this Agreement; and (iii) BROKER has provided adequate documentation of the expenses and other charges set forth in the invoice, as described in this Section 4.

5. **RELATIONSHIP OF PARTIES.** BROKER is and shall remain at all times an independent BROKER, and nothing in this Agreement shall be deemed to create a joint venture, partnership, employment, franchise, master-servant, or agency relationship between the Parties. BROKER warrants that all individuals who perform Services on behalf of BROKER under this Agreement are employees of BROKER who may legally work in the United States and for whom BROKER is solely responsible and pays required federal, state, and local tax withholdings (including Social Security, unemployment, and Medicare), workers' compensation insurance, and employment benefits ("BROKER Employees"). If BROKER desires to use independent BROKERs to perform any Services, BROKER must identify the independent BROKERs and obtain prior written consent from WILLIAMSON COUNTY before such independent BROKERs may perform Services.

6. **WILLIAMSON COUNTY LIABILITY.** WILLIAMSON COUNTY SHALL NOT BE LIABLE UNDER THIS AGREEMENT FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND. WILLIAMSON COUNTY'S AGGREGATE LIABILITY FOR CLAIMS OF ANY KIND, WHETHER BASED ON CONTRACT OR TORT OR OTHERWISE RELATING TO THIS AGREEMENT, SHALL NOT EXCEED THE COMPENSATION PAID OR OWED TO BROKER FOR SERVICES UNDER THIS AGREEMENT.

7. **CONFIDENTIALITY.**

A. Disclosing Party. For the purposes of this Agreement, WILLIAMSON COUNTY will be disclosing Confidential Information, as defined in Section 7(b) below, to BROKER. BROKER acknowledges that the existence of this Agreement and its terms are considered WILLIAMSON COUNTY Confidential Information, and BROKER will not publicly release information about its relationship with WILLIAMSON COUNTY and/or this Agreement (via activities such as news releases, articles, brochures, advertisements, web pages, prepared speeches, or otherwise) without WILLIAMSON COUNTY's prior written consent.

B. Confidential Information. "Confidential Information" shall mean all information, technical data, or know-how which relates to the services of WILLIAMSON COUNTY, including, without limitation, any research, products, services, developments, processes, techniques, designs, technical, engineering, distribution, marketing, financial modeling, and demographics information, which is disclosed to BROKER within the scope of BROKER's Services, directly or indirectly, in writing, orally or by drawings or inspection. Confidential Information does not include information, technical data or know-how which:

I. is already published or available to the public, or subsequently becomes available, other than by a breach of this Agreement;

II. is received from a third party not to BROKER's knowledge in breach of any obligation of confidentiality;

III. is independently developed by personnel or agents of BROKER without reliance on the Confidential Information;

IV. is proven by written evidence to be known to BROKER at the time of disclosure; or

V. is produced by BROKER in compliance with an order, rule or law of any federal, state, local or municipal body having jurisdiction over a party, provided that BROKER gives WILLIAMSON COUNTY notice, to the extent reasonably possible, of such order, rule or law and gives WILLIAMSON COUNTY an opportunity to defend and/or attempt to limit such production.

C. Precautions Taken to Protect Confidential Information. BROKER agrees not to disclose or use the Confidential Information for any purpose other than purposes under this Agreement. BROKER shall take reasonable actions and precautions to prevent unauthorized disclosure and use of Confidential Information. Confidential Information and all copies thereof shall remain the property of WILLIAMSON COUNTY. Confidential Information, shall, upon request of WILLIAMSON COUNTY or immediately upon termination of this Agreement, be promptly returned by BROKER to WILLIAMSON COUNTY, accompanied by all copies of such documentation made by BROKER, provided that BROKER may keep one copy of this Agreement. BROKER agrees to immediately notify WILLIAMSON COUNTY upon discovery of any unauthorized use or disclosure of Confidential Information and to cooperate in any reasonable way to help WILLIAMSON COUNTY regain possession of the Confidential Information and prevent further unauthorized use or disclosure.

D. Remedies. BROKER acknowledges and agrees that breach of this Section 7, or any promise or covenant contained herein, by it may result in irreparable and continuing damage to WILLIAMSON COUNTY, for which there would be no adequate remedy at law, and that, in the event of such breach, WILLIAMSON COUNTY may be entitled to injunctive relief and/or a decree for specific performance, in addition to all such other and further relief as may be available at law, in equity, or otherwise.

E. Survival of Confidentiality. The provisions of this Section 7 shall survive any termination or expiration of this Agreement.

8. **CONFLICT OF INTEREST; BUSINESS ETHICS.** BROKER shall disclose to WILLIAMSON COUNTY in writing if BROKER represents any other party involved in transaction with WILLIAMSON COUNTY or if BROKER has any financial interest in any property in which WILLIAMSON COUNTY has an interest in purchasing. If the event of such a conflict, WILLIAMSON COUNTY shall have the right to request a different BROKER represent WILLIAMSON COUNTY in such a transaction, or WILLAIMSON COUNTY may allow BROKER to continue his representation subject to the ethical obligations of an intermediary broker.

9. **DELIVERABLES.** For any information or other deliverables requested by and/or delivered to WILLIAMSON COUNTY in connection with Services pursuant to this Agreement ("Deliverables"), BROKER does hereby, without reservation, irrevocably sell, assign, grant, transfer and convey to WILLIAMSON COUNTY, its successors and assigns,

BROKER's entire right, title and interest (past, present, future, and throughout the world) in and to such Deliverables.

10. **WARRANTY.** BROKER warrants that it will perform all Services performed in connection with this Agreement with due diligence and in full compliance with the highest professional standards of practice in the industry. BROKER shall perform Services in compliance with all laws, and, if any licenses or permits are required for BROKER to perform the Services, BROKER warrants that it shall maintain such licenses or permits.

11. **INDEMNIFICATION.** BROKER SHALL DEFEND, INDEMNIFY AND HOLD WILLIAMSON COUNTY HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, SUITS, LIABILITIES, ASSESSMENTS, PENALTIES, LOSSES, DEMANDS, DAMAGES, COSTS (INCLUDING COURT COSTS), ATTORNEYS' FEES, EXPENSES, OR INTEREST PAYMENTS THAT WILLIAMSON COUNTY MAY AT ANY TIME INCUR BY REASON OF ANY DEMAND, PROCEEDING, ACTION, SUIT OR CLAIM BROUGHT AGAINST WILLIAMSON COUNTY BY ANY NON-PARTY OR ANY INDIVIDUAL ARISING FROM OR RELATING TO AN ACTUAL OR ALLEGED: (a) FAILURE BY BROKER TO SATISFY ANY ONE OR MORE OBLIGATIONS, REPRESENTATIONS, WARRANTIES OR COVENANTS UNDER THIS AGREEMENT, (b) GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE BROKER, OR ANY ONE OR MORE OF ITS EMPLOYEES, OFFICERS, DIRECTORS, AFFILIATES, BROKERS, LICENSEES OR AGENTS, INCLUDING BUT NOT LIMITED TO ANY INDIVIDUAL, (c) CLAIM THAT ANY SOFTWARE OR DELIVERABLE PROVIDED BY BROKER INFRINGES ANY UNITED STATES PATENT, TRADEMARK OR COPYRIGHT OR IS CLAIMED TO BE A MISAPPROPRIATION OF A TRADE SECRET, OR (d) CLAIMS AND LIABILITY FOR ANY FEDERAL, STATE AND LOCAL TAXES, WORKERS' COMPENSATION, EMPLOYMENT BENEFITS, UNEMPLOYMENT COMPENSATION AND ANY OTHER EMPLOYMENT-RELATED OR OTHER CLAIMS BY, FOR, OR ON BEHALF OF ALL INDIVIDUALS PERFORMING SERVICES ON BEHALF OF BROKER UNDER ITS AGREEMENT. WILLIAMSON COUNTY shall promptly notify BROKER of any such claim. BROKER shall: (a) have the obligation to undertake the defense of such claim, process or other legal proceeding by representatives of its choosing, reasonably satisfactory to WILLIAMSON COUNTY, at BROKER's expense; provided, however, that WILLIAMSON COUNTY may participate in the defense with counsel of its own choosing and at its own expense, and (b) pay any final judgment entered against WILLIAMSON COUNTY or any settlement agreement agreed to in writing by BROKER on such issue in any such suit or proceeding. In the event BROKER fails to defend such claim in good faith and diligently, WILLIAMSON COUNTY shall have the right to undertake the defense, compromise, or settlement or such claim on behalf of and for the account and risk of BROKER and at BROKER's expense.

12. **AUDIT.** BROKER shall keep accurate and complete accounting records in support of all cost billings to WILLIAMSON COUNTY, including billings related to the Services, in accordance with generally accepted accounting principles and practices consistently applied. WILLIAMSON COUNTY and its audit representatives shall have the right at any reasonable time or times to examine, audit, and reproduce the records, vouchers, and their source documents that serve as the basis for compensation, other than compensation that

is fixed in amount by this Agreement. Such documents shall be available for examination, audit, and reproduction by WILLIAMSON COUNTY and its representatives for three (3) years after completion of BROKER's Services or earlier termination of this Agreement.

13. **ASSIGNMENT.** BROKER shall not, without the prior written consent of WILLIAMSON COUNTY, assign, subcontract or transfer any obligation under this Agreement; however, WILLIAMSON COUNTY may assign this Agreement, without BROKER's consent, to any non-party.

14. **GOVERNING LAW.** This Agreement shall be deemed entered into in Texas and shall be governed by and construed in accordance with the laws of the State of Texas, without reference to any rules of conflict of laws. With respect to any legal proceeding related to this Agreement, the parties hereby irrevocably agree to non-exclusive personal jurisdiction and venue of the United States District Court for the Western District of Texas and any state court within Williamson County, Texas.

15. **TAXES.** BROKER is solely responsible for all taxes (federal, state, local) and other similar statutory obligations arising from, relating to, or in connection with any payment made to BROKER by WILLIAMSON COUNTY, except for state or local sales taxes which must be included on BROKER's invoices to WILLIAMSON COUNTY. BROKER SHALL DEFEND, INDEMNIFY AND HOLD WILLIAMSON COUNTY HARMLESS TO THE EXTENT OF ANY OBLIGATION IMPOSED BY LAW ON WILLIAMSON COUNTY TO PAY ANY SUCH TAX.

16. **AMENDMENT.** This Agreement may only be amended by a writing signed by both parties.

17. **SAFETY.** BROKER shall take all necessary safety precautions and provide all necessary protection from damage, injury, or loss in performance of the Services.

18. **LEGAL CONSTRUCTION.** In the event that any of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

19. **NOTICES.** Any notice related to this Agreement shall be in writing and delivered to the persons at the addresses below.

20. **ENTIRE AGREEMENT.** This Agreement constitutes the sole agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting this subject matter.

21. **ELECTRONIC SIGNATURES.** This Agreement may be executed by facsimile or scanned and electronically transferred signatures. A copy of this Agreement bearing such a signature(s) shall have the same force and effect as an original agreement with inked original signatures. Once signed, any copy of this Agreement made by reliable means (e.g. photocopy, scan, facsimile) is considered an original.

BROKER:

By: _____
William Scott Stribling

Date: MARCH 5, 2025

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
Williamson County Judge

Date: _____, 20___

Commissioners Court - Regular Session **30.**

Meeting Date: 03/11/2025

Approval of Change Order for the Dell Technologies Information Services Contract #2025115 for the Expo Center Wi-Fi Network Design for Information Systems

Submitted For: Joy Simonton **Submitted By:** Theresa Gross, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the Change Order to specify milestone payments for contract #2025115 and Purchase Order #188454, for a cost of $438,265.00, previously approved under Item #63 on 1.28.2025, with Dell Technologies Information Services, for Expo Center Wi-Fi Network Design, and authorizing executing the change order.

Background

This Change Order specifies milestone payments for the approved contract cost of $438,265.00 and Purchase Order 188454 for Item 63 on 1.28.2025 Dell Technologies Information Services Contract 36026 and Purchase Order 188454 for Expo Center Wi-Fi Network Design. The requested milestone payments include the following: Milestone 1 – Materials & Equipment Materials Delivered and accepted by the customer $125,690.72; Milestone 2 - Professional Services Design work completed Customer approves Design and Implementation Plan $35,000.00; Milestone 3 - Professional Services Installation work completed Customer signs project Customer Acceptance Form (CAF) $74,978.30; Milestone 4 – Cable Installation Customer signs project Customer Acceptance Form (CAF) $94,651.20; Milestone 5 – Project Management Project Manager billing will not exceed the amount in the value column and will be deemed approved upon receipt of the CAF. $8,500.00; and Milestone 6 –Support 5 years of Support Upon successful completion of installation services, the commencement of the 5-year support contract will be confirmed and billed at the start of the support contract $99,444.78. Funding source is the Grant 501P Broadband project (Public Wi-Fi). The department point of contract is Richard Semple. The vendor is publicly traded; therefore, Form 1295 is not required.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Change Order

Contract

Purchase Order

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	02/26/2025 07:34 PM
County Judge Exec Asst.	Delia Colon	02/27/2025 09:56 AM
Purchasing (Originator)	Kerstin Hancock	02/28/2025 08:52 AM
Form Started By: Theresa Gross		Started On: 02/26/2025 03:20 PM
Final Approval Date: 02/28/2025		

Project Change Request

CR Number / Version:	001
Dell Technologies Project ID:	PR-2340492
Customer / Sponsoring Organization Name:	WILLIAMSON COUNTY, TX
Program or Project Name:	DELL DO - WILLIAMSON COUNTY - SMARTWAVE WIFI SERVICES-PROJECT
Orig SO#	1015385696

PART 1: REQUEST

Title of Change	Add Invoicing Milestones to Project		
Requester Name:	Noel Niranjan	E-mail: Noel.Niranjan@Dell.Com	Phone: +91-9945500642
Date:	Original: 02/24/25	Revision: MM/DD/YY	Required by:
Priority Category	2 - Required prior to implementation		
Reason for Change	ADDING INVOICING MILESTONES TO THIS PROJECT TO ALLOW FOR INVOICING AFTER EACH MILESTONE COMPLETION AND SIGNOFF BY CUSTOMER.		

Change Details

Milestone Details:

Milestone	Deliverables	Acceptance Criteria	Value
Milestone 1 – Materials & Equipment	Materials Delivered	Materials Delivered and accepted by the customer	$125,690.72
Milestone 2 - Professional Svcs Design	Design work completed	Customer approves Design and Implementation Plan	$35,000.00
Milestone 3 - Professional Svcs Installation	Installation work completed	Customer signs project Customer Acceptance Form (CAF)	$74,978.30
Milestone 4 – Cable Installation	Cable installation	Customer signs project Customer Acceptance Form (CAF)	$94,651.20
Milestone 5 – Project Management	Project management	Project Manager billing will not exceed the amount in the value column and will be deemed approved upon receipt of the CAF.	$8,500.00
Milestone 6 – Support	5 years of Support	Upon successful completion of installation services, the commencement of the 5-year support contract will be confirmed and billed at the start of the support contract	$99,444.78
Total			**$438,265.00**

Total Cost Impact of Change:	No changes to overall pricing, just adding milestones to allow for signoff after each phase completion.

Dell Customer Communication - Confidential

Billing Type	Fixed Fee			
Paid By				
Validity Period of Change Request Form	60 days			
PART 2: APPROVAL				
CR Approved	Y / N	**Date:**	MM/DD/YY	<WHY REJECTED?>
Authorized Customer Signatory / Date	/ Date:			
Name / Title of Authorized Customer				
Authorized Dell Technologies Signature / Date	/ Date:			
Name / Title of Authorized Dell Technologies				
Other Signatory (as required)				

Deirdre Elvin

Digitally signed by Deirdre Elvin
Date: 2025.02.27 17:49:14 -06'00'

WILLIAMSON COUNTY
SERVICES AND PURCHASE CONTRACT
Dell Marketing L.P.
(Quote No. 3000183943039.1)

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 **Dell Marketing L.P.** (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 **Quote No. 3000183943039.1** 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 Four Hundred Thirty-Eight Thousand, Two Hundred Sixty-Five Dollars ($438,265.00). 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 (*including premises, completed operations and contractual*)	$1,000,000	$1,000,000
Aggregate policy limits:		$2,000,000

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

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

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

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

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.

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

VIII.

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

IX.

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

X.

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

XI.

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

XII.

Right to Audit: Service Provider agrees that the County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this

Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Service Provider which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Service Provider agrees that the County shall have access during normal working hours to all necessary Service Provider facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. The County shall give Service Provider reasonable advance notice of intended audits.

XIII.

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

XIV.

No Assignment: Service Provider may not assign this Contract.

XV.

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

XVI.

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

XVII.

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

XIII.

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

XIX.

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

XX.

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

XXI.

Entire Contract & Incorporated Documents; Conflicting Terms: This Contract constitutes the entire Contract between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated into this Contract include the following:

A. As described in the attached Quote and Statement of Work being marked **Exhibit "A,"** which is incorporated to the extent the Proposal meets or exceeds the requirements of County's solicitation, if applicable; and
B. The cooperative purchasing contract (DIR-TSO-3763);
C. Insurance certificates evidencing coverages required herein above.

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

XXII.

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

[SIGNATURE PAGE TO FOLLOW]

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

WILLIAMSON COUNTY:

Valerie Covey
Authorized Signature

Valerie Covey
Presiding Officer

Date: _____,20___

SERVICE PROVIDER:

Dell Marketing L.P.
Name of Service Provider

Katherine Castillo
Authorized Signature

Katherine Castillo- Paralegal Advisor
Printed Name

Date: January 17, 2025

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Jan 17 2025 Time: 2:50 pm

Reviewed by Contract Audit
SARA GREER, CGAP
Contract Auditor
Williamson County Auditor's Office
Date: Jan 17 2025 Time: 12:43 pm

EXHIBIT A

DELL Technologies

Your Quote is ready.

Your personalized Quote is now available for purchase.

Complete your order through our secure online checkout before your Quote expires.

Order Now

Quote Name:	**Public Wi-Fi Expo Center**	Sales Rep	Ben Bernfeld
Quote No.	[redacted]	Phone	1(800) 4563355, 6180359
Total	**$438,265.00**	Email	Ben_Bernfeld@Dell.com
Customer #	[redacted]	**Billing To**	TAMMY MCCULLEY
Quoted On	Dec. 05, 2024		WILLIAMSON COUNTY ITS
Expires by	Jan. 04, 2025		301 SE INNER LOOP STE 105
Contract Code	[redacted]		GEORGETOWN, TX 78626-8207
Customer Agreement #	TX DIR-TSO-3763		
Deal ID	26555373		

Message from your Sales Rep

Please use the Order button to securely place the order with your preferred payment method online. You may contact your Dell sales team if you have any questions. Thank you for shopping with Dell.

Regards,
Ben Bernfeld

Shipping Group

Shipping To

TAMMY MCCULLEY
WILLIAMSON COUNTY ITS
301 SE INNER LOOP
STE 105
GEORGETOWN, TX 78626-8207
(512) 943-1455

Shipping Method

Standard Delivery Free Cost

Product	Unit Price	Quantity	Subtotal
CUSTOM CONSULT MULTI-CLOUD FOR DATA CENTER PLANNING AND INFRASTRUCTURE L100000	**$12,820.50**	**34**	**$435,897.00**
CUSTOM CONSULT MULTI-CLOUD FOR DATA CENTER PLANNING AND INFRASTRUCTURE L10000	**$1,282.05**	**1**	**$1,282.05**
CUSTOM CONSULT MULTI-CLOUD FOR DATA CENTER PLANNING AND INFRASTRUCTURE L1000	**$128.20**	**8**	**$1,025.60**
CUSTOM CONSULT MULTI-CLOUD FOR DATA CENTER PLANNING AND INFRASTRUCTURE L100	**$12.82**	**4**	**$51.28**

Dell Marketing LP. U.S. only. Dell Marketing LP. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

CUSTOM CONSULT MULTI-CLOUD FOR DATA CENTER PLANNING AND INFRASTRUCTURE L10	$1.28	6	$7.68
CUSTOM CONSULT MULTI-CLOUD FOR DATA CENTER PLANNING AND INFRASTRUCTURE L1	$0.12	9	$1.08
CUSTOM CONSULT MULTI-CLOUD FOR DATA CENTER PLANNING AND INFRASTRUCTURE L01	$0.01	9	$0.09
CUSTOM CONSULT MULTI-CLOUD FOR DATA CENTER PLANNING AND INFRASTRUCTURE L01X	$0.22	1	$0.22

Subtotal:	$438,265.00
Shipping:	$0.00
Non-Taxable Amount:	$438,265.00
Taxable Amount:	$0.00
Estimated Tax:	$0.00
Total:	$438,265.00



Shipping Group Details

Shipping To

TAMMY MCCULLEY
WILLIAMSON COUNTY ITS
301 SE INNER LOOP
STE 105
GEORGETOWN, TX 78626-8207
(512) 943-1455

Shipping Method

Standard Delivery Free Cost

	Unit Price	Quantity	Subtotal
CUSTOM CONSULT MULTI-CLOUD FOR DATA CENTER PLANNING AND INFRASTRUCTURE L100000	**$12,820.50**	**34**	**$435,897.00**

Estimated delivery if purchased today:
Dec. 12, 2024
Contract # [redacted]
Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
CUSTOM CONSULT MULTI-CLOUD FOR DATA CENTER PLANNING AND INFRASTRUCTURE L100000	882-7138	-	34	-

	Unit Price	Quantity	Subtotal
CUSTOM CONSULT MULTI-CLOUD FOR DATA CENTER PLANNING AND INFRASTRUCTURE L10000	**$1,282.05**	**1**	**$1,282.05**

Estimated delivery if purchased today:
Dec. 11, 2024
Contract # [redacted]
Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
CUSTOM CONSULT MULTI-CLOUD FOR DATA CENTER PLANNING AND INFRASTRUCTURE L10000	882-7137	-	1	-

	Unit Price	Quantity	Subtotal
CUSTOM CONSULT MULTI-CLOUD FOR DATA CENTER PLANNING AND INFRASTRUCTURE L1000	**$128.20**	**8**	**$1,025.60**

Estimated delivery if purchased today:
Dec. 11, 2024
Contract # [redacted]
Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
CUSTOM CONSULT MULTI-CLOUD FOR DATA CENTER PLANNING AND INFRASTRUCTURE L1000	882-7136	-	8	-

	Unit Price	Quantity	Subtotal
CUSTOM CONSULT MULTI-CLOUD FOR DATA CENTER PLANNING AND INFRASTRUCTURE L100	**$12.82**	**4**	**$51.28**

Estimated delivery if purchased today:
Dec. 11, 2024
Contract # [redacted]
Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
CUSTOM CONSULT MULTI-CLOUD FOR DATA CENTER PLANNING AND INFRASTRUCTURE L100	882-7135	-	4	-

	Unit Price	Quantity	Subtotal
CUSTOM CONSULT MULTI-CLOUD FOR DATA CENTER PLANNING AND INFRASTRUCTURE L10	**$1.28**	**6**	**$7.68**

Estimated delivery if purchased today:
Dec. 11, 2024
Contract # [redacted]
Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
CUSTOM CONSULT MULTI-CLOUD FOR DATA CENTER PLANNING AND INFRASTRUCTURE L10	882-7134	-	6	-

	Unit Price	Quantity	Subtotal
CUSTOM CONSULT MULTI-CLOUD FOR DATA CENTER PLANNING AND INFRASTRUCTURE L1	**$0.12**	**9**	**$1.08**

Estimated delivery if purchased today:
Dec. 11, 2024
Contract # [redacted]
Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
CUSTOM CONSULT MULTI-CLOUD FOR DATA CENTER PLANNING AND INFRASTRUCTURE L1	882-7133	-	9	-

	Unit Price	Quantity	Subtotal
CUSTOM CONSULT MULTI-CLOUD FOR DATA CENTER PLANNING AND INFRASTRUCTURE L01	**$0.01**	**9**	**$0.09**

Estimated delivery if purchased today:
Dec. 11, 2024
Contract # [redacted]
Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
CUSTOM CONSULT MULTI-CLOUD FOR DATA CENTER PLANNING AND INFRASTRUCTURE L01	882-7131	-	9	-

	Unit Price	Quantity	Subtotal
CUSTOM CONSULT MULTI-CLOUD FOR DATA CENTER PLANNING AND INFRASTRUCTURE L01X	**$0.22**	**1**	**$0.22**

Estimated delivery if purchased today:
Dec. 11, 2024
Contract # [redacted]
Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
CUSTOM CONSULT MULTI-CLOUD FOR DATA CENTER PLANNING AND INFRASTRUCTURE L01X	882-7132	-	1	-

Subtotal:	**$438,265.00**
Shipping:	**$0.00**
Estimated Tax:	**$0.00**
Total:	**$438,265.00**

Dell Marketing LP. U.S. only. Dell Marketing LP. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

DELL Technologies

STATEMENT OF WORK (SOW)

Expo Center Indoor WIFI Services

Prepared For:
WILLIAMSON COUNTY, TEXAS ("Customer")
WILLIAMSON COUNTY, TEXAS

Prepared By:
Dell Marketing L.P. ("DT Services")
One Dell Way, Round Rock TX 78682, United States

SR # 001006367
MyDeal ID: 820196
SFDC Deal ID: 26555373

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1 INTRODUCTION

"DT Services"	**Dell Marketing L.P.**
"**DT Services Address**"	One Dell Way, Round Rock TX 78682, United States
"**Customer**"	WILLIAMSON COUNTY, TEXAS
"**Customer Address**"	710 Main Street, Georgetown, TX 78626
"**SOW**"	**This Statement of Work.**
"**Services**"	**The services as described in this SOW.**
"**Agreement**"	The Services provided under this SOW are governed by and subject to the terms and conditions in the Agreement (including Appendix D for Services) that exists between Dell Marketing, L.P. (Dell) and the Texas Department of Information Resources (the "DIR Agreement", DIR-TSO-3763 -- Dell Contract Code 75AHH -- effective January 10, 2018), under such DIR Agreement Customer has elected to participate as an eligible public entity. The DIR Agreement is publicly available at the following DIR webpage: https://dir.texas.gov/contracts/dir-tso-3763 The parties acknowledge having read and agreeing to be bound by the DIR Agreement.
"**Effective Date**"	The date of the last signature below.
"**Term**"	The term of this SOW will begin on the date of the last signature to the SOW ("Effective Date") and, unless terminated in accordance with this SOW or the Agreement, expires on the date that DT Services completes the provision of Services in accordance with this SOW.
"**Deliverables**"	Any reports, time sheets, analyses, scripts, code or other work results which have been delivered by DT Services to Customer within the framework of fulfilling obligations under the SOW. All Deliverables provided under this SOW will be written in English and in the DT Services standard document format, unless otherwise mutually agreed.
"Primary Work Site"	5350 Bill Pickett Trail Taylor TX 76574
"**Reference Number(s)**"	SR # 001006367 MyDeal ID: 820196

The terms "**DT Services**", "**DT Services Address**", "**Customer**", "**Customer Address**", "**SOW**", "**Services**", "**Agreement**", "**Effective Date**", "**Term**" and "**Deliverables**" have the meanings indicated above. Capitalized terms used herein but not otherwise defined will have the meanings ascribed to such terms in the Agreement. To the extent that this SOW conflicts with the Agreement, the terms and conditions of this SOW shall control. Prevailing terms will be construed as narrowly as possible to resolve the conflict while preserving as much of the non-conflicting terms as possible, including preserving non-conflicting provisions within the same paragraph, section or sub-section.

The following appendices are attached hereto and incorporated by reference:

- Appendix A – Supported Sites
- Appendix B – Legal Terms and Conditions
- Appendix C – Service Level Objectives - Provided By Smart WAVE

Version Control

Date	Version	Description	Completed By
11-27-2024	1.0	Original SOW	Hector Moreno

2 SUMMARY OF SERVICE

- Expo Center Indoor/Outdoor WIFI Services

The objective of the Services is to provide two (2) onsite/remote resource(s) to assist customer with deployment and configuration of indoor / outdoor wireless devices for the Customer's Expo Center.

3 ENGAGEMENT DETAILS

In connection with this SOW, DT Services will perform the Services as specifically described herein.

3.1 Scope of Services

DT Services will perform the following Services under this SOW:

3.1.1 Details and Provider Responsibilities

3.1.1.1 Project Kick-off: (Remote)

- Conference call with Williamson County/Georgetown. to obtain site-specific information, set expectations, etc.
- Customer will provide configuration information for any existing infrastructure as needed to prepare for services, prior to engineer onsite arrival.
- Review scope of work, discuss project objectives and expectations.
- Customer will provide configuration information for any existing infrastructure as needed to prepare for services, prior to engineer onsite configuration.
- Customer to inventory all pre-configured equipment and confirm receipt at least one week prior to engineer onsite arrival.

3.1.1.2 Project Execution: (Onsite)

a. Provider will install 3 PTMP links, and a combination of 35 AP indoor/outdoor Radios - Preconfigured), and 11 POE switches (2 in MDF, one per closet in 4 in Expo Arena)
b. Price assumes free and clear access to radio install locations
c. Price assumes no additional materials are required
d. Price includes travel time and expenses
e. Provider will retain ownership of the equipment until payment is made in full
f. Price assumes clear line of sight
g. Price includes configuration, installation, and post installation testing
h. Price assumes POE for power to radios and Cat6 cable lengths are less than 300ft
i. Price includes installation of 39 indoor/outdoor grade Cat6 shielded cables with shielded RJ45 connectors and 4 fiber circuits to feed Arena Switching. Conduit will be used where applicable.
j. Price includes grounding to existing ground source and installation of surge protection
k. Price includes installation of 3 non-penetrating sled mounts or wall mast mounts
l. Price includes a $20,000 electrical remediation budget for circuits needed in Arena Area for 4 switches. Placement is TBD.

m. Price includes 5 Year post installation support. Exceptions - Mimosa carries a 2-year hardware warranty and Inscape LPS switching carries a 3-year hardware warranty. Ruckus switching includes a 3-year replacement and Limited Lifetime warranty
n. Maintenance and Support Services (5 Year Support) Refer to Appendix C for Additional Details
    i. Cloud Hosting and Management: Provisioning and management of Ruckus licensing, trouble ticketing system, Analytics, and associated reporting tools within a cloud environment.
    ii. Continuous Network Monitoring: Continuous monitoring of network infrastructure, including Access Points, PTP Links, and Ruckus switching, ensuring 24/7 surveillance and timely alerting of any anomalies or potential issues.
    iii. Network Optimization: Proactive optimization of the network infrastructure as required to enhance performance, reliability, and efficiency.
    iv. Automated Reporting: Automated generation and distribution of reports detailing outages, ticket resolutions, and other key performance metrics to stakeholders, ensuring transparency and accountability.
    v. Remote Equipment Upgrades: Remote execution of firmware and software upgrades on covered equipment and radios to maintain security, performance, and feature enhancements.
    vi. Onsite Technician Dispatch: Coordination and dispatch of onsite technicians as necessary for troubleshooting, maintenance, or hardware replacement to address critical issues promptly and effectively.
    vii. This Statement of Work outlines the comprehensive suite of NOC services to be provided, ensuring the optimal performance, reliability, and security of the network infrastructure.

3.1.1.3 Knowledge Transfer: (Onsite)

- Provider will perform up to four (4 contiguous hours of knowledge transfer for the Customer.
- Knowledge transfer to include the following:
    a. Remediation of Maintenance Issues
    b. Device Management

3.1.1.4 Project Handoff/Closure: (Remote)

- Project closeout call
- Customer signs project Customer Acceptance Form (CAF)

3.1.2 Project Management

The DT Services' Global Project Management Methodology (DTPM2) will be used as the project management approach and framework for this project. DT Services will assign a Single Point of Contact ("**SPOC**") to manage the delivery of this engagement.

The responsibilities of the SPOC will include:

- A delivery schedule/plan plus determine the engagement process and schedule.
- Appropriate project management, control and governance activities for the project (e.g. progress reporting, governance meetings and communications management).

3.2 Project Timeline

DT Services anticipates the Services will be limited to 60 contiguous business days. The actual schedule will be developed and agreed upon following project initialization. The actual schedule may change as the project progresses. Any changes will be managed in accordance with the Change Management Process described below.

3.3 Services Out of Scope

For the avoidance of doubt, the parties acknowledge that the following activities are not included in the scope of this SOW.

1. Any services, tasks or activities other than those specifically noted in this SOW.
2. The development of any intellectual property created solely and specifically for the Customer under this SOW.
3. Any post-delivery support to the Deliverables produced.
4. Provider is not responsible for conflicts with existing software or network permissions conflicts, as configured by customer network and active directory.
5. Any post-delivery support to the Deliverables produced. (the 5 year post delivery support will be a direct contract between Williamson County and Smartwave. See Appendix C for more details
6. Configuration or changes to the customer's existing network or infrastructure.
7. Construction or other structural changes to the customer's existing infrastructure or buildings.
8. Electrical and Conduit Work: Electrical work, conduit installation, and related permitting are not included in this project.
9. Structural Analysis: The project does not involve structural analysis or modifications.

The terms of this SOW do not confer on the Customer any warranties which are in addition to the warranties provided under the terms of the Agreement. The Customer may be able to purchase out of scope services at an additional charge and, upon request by Customer, DT Services will provide a proposal for such out of scope services, pursuant to the Change Management Process described below.

3.4 Assumptions

DT Services has made the following specific assumptions while specifying the Services detailed in this SOW:

1. Provider agrees not to commence delivery of these Services with the Customer until such time that the SOW and Dell PO are fully executed with Services coordinated by the DT Services Contact.
2. Upon completion of fully executed SOW and PO, a DT Services Project Administrator / Resource Coordinator will contact you to begin Services scheduling. Any additional and/or conflicting terms and conditions stated on the PO shall be void and have no effect on this SOW.
3. Provider will communicate any time off requests to the DT Services Project Administrator / Resource Coordinator and is subject to approval by DT Services and Customer
4. In the event of a customer escalation resulting from the Partner's failure to complete the project deliverables, except where DT Services has failed to fulfill their service delivery responsibilities, Partner agrees to own all mitigation activities and costs associated with completion of the in-scope deliverables.
5. Upon completion of a SOW (Statement of work) Provider and Customer will agree on firm and fixed dates for the work to begin, all work scheduled will require a minimum of two (2) week lead time. Both parties will use best reasonable efforts to inform the other party at least two (2) weeks before requesting changes to dates for onsite/remote work.
6. For this project, Provider will perform all of the work remotely. Remote access to Infrastructure will be needed.
7. It is assumed that travel is not part of this statement of work, if travel is required, it will require a change order according to section 6 of this SOW.
8. Provider assumes that the Customer environment is free from viruses, worms or other malicious software and is working properly according to generally accepted industry standards in all respects.

9. Delays caused by the Customer that prevent Provider from performing Services as scheduled may result in additional charges. Provider will notify DT Services of delays that prevent the service from being performed. Customer shall provide a purchase order (with a purchase order number) for the price or charges for Services either upfront or as agreed to as specified in this Agreement.
10. Both parties acknowledge that unforeseen events may occasionally occur in the normal course of business, potentially leading to delays in the Customer's timely participation in the services engagement described herein.
11. If the Customer experiences project delays exceeding a cumulative total of ten (10) business days or more than five (5) business days in a single instance, the Provider reserves the right to temporarily suspend the provision of Services and reassign Provider personnel.
12. The Customer is required to provide a written Notice of Re-Engagement certifying their renewed availability to participate in the project within the required timeframe.
13. During the suspension period, the Provider retains the right to invoice the Customer for weekly Project Management hours to compensate for incurred costs resulting from the delay. Billing will include Consulting/Engineering hours consumed up until the project suspension.
14. Once the Customer provides the Notice of Re-Engagement, the Provider will resume the provision of Services and allocate resources accordingly.
15. The Provider's right to charge for Project Management hours during the suspension period is intended to mitigate the impact of the delay and ensure that necessary project oversight and coordination can continue.
16. Any exceptions or modifications to these assumptions must be agreed upon in writing by both parties and documented in an addendum to the Agreement.
17. If the Customer makes any changes to the scope of work during or after the work begins under the SOW, additional charges and/or schedule changes may apply.
18. The Parties agree it is important to ensure the health and well-being of each Party's employees, customers, and vendors, as well as continuous service delivery in connection with this SOW, and the Parties acknowledge it is important to take precautions against the outbreak and spread of the Coronavirus (COVID-19). The Parties acknowledge and agree that no Party (including any of a Party's employees, subcontractors, representatives, or agents) will be required to undertake any travel in connection with this SOW, if such travel conflicts with the travel advice of local or national authorities, the Centers for Disease Control and Prevention, or the World Health Organization, as determined in DT Services sole discretion.
19. Due to outdoor services, assume that weather conditions will be conducive to onsite work and that adverse weather will not significantly impact the project schedule. Severe weather conditions can lead to delays in outdoor installations.
20. Provider team will have uninterrupted access to the installation sites as needed. Delays due to restricted access may affect the project timeline and may require coordination with site management.
21. Locations selected for radio installations have a clear line of sight, as specified. Obstructions or physical limitations that hinder the line of sight may require adjustments to the project plan.
22. Existing network infrastructure, where applicable, is in good working order and can support the new installations. Any issues with the existing network may require additional troubleshooting or configuration adjustments.

3.5 Customer Responsibilities

Customer will provide reasonable and timely cooperation to DT Services in its performance of the Services. If the Customer fails to fulfill one or more of the following responsibilities, DT Services will be relieved of any schedule, milestone, or financial commitments associated with the Services. Customer agrees to the following specific responsibilities:

1. Promptly notifying DT Services in writing of: a) any changes Customer makes to its information technology environment that may impact DT Services' delivery of the Services; or b) business, organizational, security and technical issues that may have an impact on the performance and delivery of the Services. The Change Management Process will control any changes to the SOW following the notice.
2. Provide DT Services with any required consents necessary to perform the Services.
3. Maintain a current version of an anti-virus application continuously running on any system to which DT Services is given access and will scan all Deliverables and the media on which they are delivered. Customer will take reasonable back-up measures and, in particular, will provide for a daily back-up process and back-up the relevant data, software and programs before DT Services performs any works on Customers production systems.
4. Developing or providing documentation, material and assistance to DT Services.
5. Unless this SOW specifically requires DT Services to provide a software license, Customer is responsible for any and all software licensing requirements. Unless otherwise directed by Customer in writing during the installation process, DT Services will "accept" on Customer's behalf any and all electronic agreements provided with the installed hardware and/or software, including without limitation licenses, terms of sale, and other terms and conditions. Customer agrees that its purchase, license, and/or use of any hardware or software installed by DT Services under this SOW shall be subject to and governed by such electronic agreements to the same degree as if Customer had itself accepted the electronic agreements.
6. Ensuring the DT Services personnel have: reasonable and timely access to the project site, software, hardware, and the internet; a safe working environment that is compliant with all local legal safety requirements; adequate office space; parking; and remote access as required. Facilities and power must meet DT Services' requirements for the products and Services purchased.
7. Prior to the start of this SOW, indicating to DT Services in writing a person to be the single point of contact to ensure that all tasks can be completed within the specified time period (the "**Customer Contact**"). All Services communications will be addressed to the Customer Contact.
8. Customer Contact will have the authority to act for Customer in all aspects of the Services including bringing issues to the attention of the appropriate persons within Customer's organisation and resolving conflicting requirements. Customer Contact will ensure attendance by key Customer personnel at Customer meetings and Deliverable presentations. Customer Contact will ensure that any communication between Customer and DT Services are made through the SPOC. Customer Contact will obtain and provide project requirements, information, data, decisions and approvals within one working day of the request, unless both parties agree to a different response time.
9. Providing technical points-of-contact, who have a working knowledge of the information technology components to be considered during the Services and have the authority to make business decisions ("**Technical Contacts**"). DT Services may request that meetings be scheduled with Technical Contacts.
10. Making appropriate service outage windows available for DT Services as needed.
11. The physical and network security of Customer environment.
12. Providing all documentation on DT Services standard templates unless both parties agree otherwise
13. Customer has purchased licensing for software being installed and maintains applicable support agreements.
14. The Customer will provide all licenses, hardware, operating systems, and software required to complete the project and ensure that all hardware that is part of the engagement (to include any hardware and software being replaced) is covered by maintenance and warranty agreements.
15. Customer will provide all applicable usernames and passwords.
16. Customer will designate primary point(s) of contact to ensure that communications between Provider and the customer are timely and effective.

17. The Customer will provide timely response to information requests to ensure all projects maintain an acceptable completion timetable.
18. The Customer will provide a primary contact that will be responsible for all formal and informal communications regarding the content and format of the proposed system.
19. The Customer will provide effective access to the systems support staff and process/system subject matter experts to ensure that data required to complete the project is readily available.
20. The Customer will make the required personnel available for the meetings and reviews required to maintain an acceptable completion timetable.
21. The Customer is responsible for providing all relevant company policies prior to implementation.
22. The Customer will be responsible for the accuracy of the information provided to the Provider consultants.
23. The Customer will provide the appropriate access to offices, systems, and information required by the Provider consultants to complete the project.
24. The customer is responsible for providing all necessary network configuration information for existing infrastructure as requested by the service provider to prepare for project services.
25. The customer is responsible for providing free and clear access to radio installation locations, ensuring that the project team can reach these locations without hindrance.
26. The customer is responsible for providing Power over Ethernet (POE) for power to radios, as well as ensuring that Cat6 cable lengths are less than 300ft and meet the project's requirements.
27. The customer is responsible for obtaining any necessary permits and ensuring that the project complies with all local regulations and standards related to equipment installation and wireless communication.
28. The customer is responsible to provide a clear line of sight between device locations selected for radio installations.

3.6 Service Hours

DT Services will perform the Services during a time mutually agreed upon by DT Services and Customer in writing as part of the operational documentation related to the Services.

3.7 Deliverables

The following is a list of tangible material provided as part of the Services performed by DT Services for Customer under this SOW. All Deliverables provided under this SOW will be written in English. If none are listed below, no deliverables will be provided as part of the Services. The following is a list of tangible material provided as part of the Services performed by Provider for Customer under this SOW.

1. As-Built Documents

4 COMPLETION AND ACCEPTANCE

Upon completion of a Deliverable, DT Services will submit the Deliverable to Customer accompanied by an acceptance form provided by DT Services. The completion and acceptance process for this engagement consists of the following:

- Customer will review each Deliverable within five (5) business days (the "**Acceptance Period**") to determine whether each Deliverable satisfies the acceptance criteria in all material respects.
- If the Deliverable satisfies its acceptance criteria in all material respects, Customer will furnish a written acceptance confirmation to DT Services via the acceptance form prior to the end of the Acceptance Period.

- For a Deliverable that is not accepted due to a non-conformity or defect, Customer will indicate the detailed reasons for such rejection on the acceptance form and return the acceptance form together with the associated rejected Deliverable to DT Services (a "**Rejection Notice**") within the Acceptance Period.
    a. Upon receipt of a Rejection Notice, DT Services will promptly correct any defects or non-conformities to the extent required so that each Deliverable satisfies the requirements of this SOW and its acceptance criteria in all material respects.
    b. Thereafter, DT Services will resubmit a modified Deliverable to Customer, accompanied by the acceptance form and the process set forth above will be repeated. However, Customer will limit its review of each resubmitted Deliverable to determining whether DT Services has corrected the defects or non-conformities identified in the Rejection Notice.
    c. If Customer fails to provide DT Services with the above described Rejection Notice prior to the end of the applicable Acceptance Period, then the corresponding Deliverable is deemed accepted.
    d. If Customer provides a Rejection Notice after the first resubmission of the Deliverable, DT Services may terminate this SOW.

Acceptance of the Services and any materials provided hereunder will occur upon the completion of the applicable portion of the Services.

5 PRICING

This section describes the methodology for calculating the charges for the Services provided under this SOW. Customer hereby agrees to pay such charges in accordance with the invoicing and payment terms of the Agreement and as further supplemented within this SOW. Except as otherwise mutually agreed to by Customer and DT Services, the total amount to be noted on the purchase order provided to DT Services for this SOW is: **$438,265.00**. If this SOW includes estimates, invoices will be based on actual usage or expenses incurred. Charges shall be as follows:

DT Services will invoice Customer upon Customer signature of the SOW the following one-time charge:

One-Time Charge: **$438,265.00**

5.1 Pricing Breakdown by Category

Pricing Breakdown	
Materials/Equipment	$125,690.92
Professional Svcs	$109,978.10
Support - 5 years	$99,444.78
Cable Installation	$94,651.20
Project Manager	$ 8,500.00
Grand Total	**$438,265.00**

5.2 Estimate Revisions

Should DT Services' price estimate change because of a deviation in any assumption, engagement dependency, scope specification, or other provision of this SOW for which a change order as described in the Change Management Process section of this SOW does not already apply, DT Services will notify Customer and discuss any next steps. This may necessitate invoking the Change Management Process.

5.3 Expenses

Expenses are included in the charges under this SOW. Unless the scope or the list of supported sites change, pursuant to the Change Management Process, DT Services will not charge any additional expenses in connection with delivering the Services without the express written consent of Customer. Additional expenses could include Service-related expenses such as actual, reasonable, and necessary travel and living expenses.

5.4 Additional Pricing Terms

1. DT Services will exclusively use the Primary Work Site address listed in this SOW for any required taxation purposes.
2. The terms of this SOW shall be valid for thirty (30) calendar days following submission of the final version of this SOW to Customer. In the event this SOW is executed by Customer and returned to DT Services after such thirty (30) day period, DT Services may: (i) accept the SOW on the stated terms; or (ii) reject the SOW and provide Customer with a revised SOW setting forth any necessary updates to the terms of the previous SOW.
3. The price for the Services is based on Customer's environment as disclosed to DT Services and on the basis that the information supplied is accurate and complete. If the assumptions and parameters used to develop the SOW are found to be incorrect or have changed, the Customer will notify DT Services in writing within five (5) business days. The parties agree to pursue resolution through the Change Management Process. If the parties fail to reach an agreement with respect to such incorrect assumptions or parameters, DT Services may terminate this SOW with notice to Customer.
4. Any timescales or plans presented in this document assume that Customer provides any required information and fulfils its other obligations as described in this SOW in a timely manner. If Customer fails to meet its obligations as set forth in this SOW, DT Services may adjust the timeline or costs with notice to Customer to address such delays or failure to meet obligations.
5. If any of the volumetric assumptions used in this SOW, including, time on task, locations, service consumption, and/or configuration factors, relied upon by DT Services vary by +/- five (5%) percent, DT Services has the right to adjust the pricing to reflect such changes.
6. All prices are in USD and are exclusive of all applicable taxes.
7. During the delivery of the Services, if Customer requires changes to a scheduled DT Services activity, as defined by prior agreement or as documented in the agreed DT Services delivery schedule/plan, with less than <five (5)> business days' notice to DT Services in writing, additional charges will apply where DT Services are unable to re-assign people associated with that activity. The Change Management Process will be used to determine the impact, if any, and any related price adjustments. If the parties don't reach an agreement on a new schedule within <three (3) months>, Customer will reimburse DT Services for its reasonable additional costs of providing the Services and out of pocket expenses for such efforts to the extent attributable to the cancellation.
8. Both parties will mutually agree upon a service commencement date. If Customer requires changes to the service commencement date with less than ten (10) business days' notice to DT Services, additional charges may apply.
9. In the event the Term of this SOW extends beyond one (1) year, DT Services reserves the right to revisit the pricing on each anniversary of the Effective Date. Any changes to the pricing will be managed in accordance with the Change Management Process.
10. Schedule delays outside of DT Services' control, shall be billed at the current time and material rates plus travel and living expenses as described above. Any additional costs incurred by Customer as a result of delays shall be the sole responsibility of the Customer.

6 CHANGE MANAGEMENT PROCESS

To ensure the success of this engagement, it is critical that Customer and DT Services have a clear understanding of engagement expectations. The parties will utilize the approach outlined below (the "**Change Management Process**") for managing changes to the SOW. Customer or DT Services may propose changes to the Services under this SOW, including Deliverables, scope or any other aspect of the engagement. The Change Management Process for this engagement consists of the following:

- **Change Initiation** – All proposed changes will be forwarded to, or originated by, the SPOC and documented. A copy of the proposed change request will be forwarded to the Customer Contact. Change requests will be documented using the Change Request Form
- **Change Validation** – DT Services will examine the proposed change and may discuss the change request with the Customer Contact to clarify the details of the request.
- **Change Analysis and Impact Analysis** – DT Services will analyze the change request and make modifications to the Change Request Form as necessary.
- **Change Implementation** – If the change request is approved, the change will be noted as "Approved" and will be incorporated into the SOW and managed for progress. If the change is not approved, the change will be noted as "Rejected" and DT Services will continue to perform without regard to the proposed change to the extent practically possible.

The receiving party will review the proposed Change Request Form and will: (i) approve it, (ii) agree to further investigation, or (iii) reject it. Neither Customer nor DT Services will unreasonably withhold or delay its agreement to any proposed change. DT Services will define the change in scope, effort, timeline, and additional cost impact **within ten (10) business days** and provide this to Customer Contact for review and sign off. If more than 10 business days are needed, the estimated time to provide the change request will be communicated by the SPOC to the Customer Contact. Changes agreed upon pursuant to the Change Management Process will not be effective until mutually executed by a duly authorized representative of both parties. In addition, DT Services shall be relieved of any performance, schedule, milestone, or financial commitments associated with Services affected by Customer's non-compliance with Customer responsibilities or other obligations under this SOW or in the event of any deviation from any assumption, constraint, dependency or engagement scope specification contained in this SOW until an appropriate written change order or other amendment to this SOW addressing the foregoing is approved and signed by the Customer and DT Services.

7 OTHER PROVISIONS

The Services, including any Deliverables, are subject to the following:

1. DT Services may use affiliates and subcontractors to perform the Services.
2. DT Services may perform all or part of the Services off-site at a DT Services location or other location.
3. The Services may be performed outside the country in which Customer and/or DT Services is located. From time to time, DT Services may change the location where Services are performed and/or the party performing the Services; provided however, DT Services shall remain responsible to Customer for the delivery of Services.
4. Customer acknowledges that DT Services will request Customer's participation in a Customer feedback survey. Additionally, DT Services may approach Customer to serve as reference regarding DT Services' performance of the Services. If Customer agrees to be a reference, Customer and DT Services will agree in writing to the terms of such reference. A reference program has been developed to facilitate confidential conversations between DT Services' customers and potential customers.
    - Customers are invited to join the program at the conclusion of their project for a period of one year.

- DT Services will only share Customer contact information to a potential customer who is interested in contacting Customer for a discussion on Customer's previous experiences.
- We limit usage of Customer reference to no more than once per month.
- We will not publish Customer name, organization, or any Customer identifiable details based on participation in this program.

5. DT Services shall not be responsible for any delay or failure to provide the Services to the extent caused by: (a) failures by Customer to perform its responsibilities under this SOW; (b) materially inaccurate assumptions; (c) a defect, deficiency or failure with respect to Customer's network, systems, software, data or other equipment; or (d) modifications to Customer's network, systems, or other equipment made by a party other than DT Services or its representatives. In the event that either party becomes aware of the occurrence of one or more of the foregoing events, they shall notify the other party accordingly. Notwithstanding such occurrence, DT Services may, following discussion with Customer regarding the impact of such incident, continue to provide the Services and shall use commercially reasonable efforts to perform the Services under this SOW. Customer will reimburse DT Services for its reasonable additional costs of providing the Services and out of pocket expenses for such efforts to the extent attributable to the items defined above.
6. Customer, not DT Services, is responsible for the performance of Customer's employees and agents, including any contribution, alteration, or other modification they make to the Services, including Deliverables, and for the accuracy and completeness of all data, information, and materials provided to DT Services. DT Services is not providing any warranty regarding, and is not liable for, Customer hardware, software, documentation, tools, equipment, or other products, assets, materials, or services. DT Services' performance is dependent upon timely decisions and approvals of Customer in connection with the Services, and DT Services is entitled to rely on all decisions and approvals of Customer.
7. The Services and resulting Deliverables may include advice and recommendations, but Customer agrees that all decisions in connection with the implementation of such advice and recommendations will be the responsibility of, and made by, Customer. DT Services is not providing legal or regulatory advice.
8. Unless this SOW specifically requires otherwise, DT Services is not providing any third party hardware, software, documentation, tools, equipment, or other products, materials or services, including, without limitation, Dell Technologies Select Products and Brokerage Products (collectively, "**Third Party Products**") to Customer. Customer is solely responsible for the negotiation of an applicable agreement with the applicable third party from whom Customer wishes to license or acquire Third Party Products, the terms of which, including without limitation, the license, warranty, indemnity, maintenance, and support terms, shall govern such license or acquisition. DT Services is not providing any warranty regarding, and is not liable for, any Third Party Products. Third Party Products are not supported or maintained by DT Services and Customer must contact the applicable third party manufacturer or supplier directly for support and maintenance services. Any configuration or modification made by DT Services to any Third Party Products provided by Customer or work product incorporating such items will be subject to the ownership and other rights agreed to by Customer with the applicable third party
9. DT Services will not be responsible for non-performance due to software failure or software errors including any software failures or functionality limitations of Third Party Products.
10. DT Services may rely upon any standard operating procedures or practices of Customer and any direction, regulatory guidance, or other guidance provided by Customer.
11. Customer is responsible for the identification and interpretation of, and ensuring compliance with, any laws, statutes, rules, regulations, and standards applicable to it or its affiliates' business or operations.
12. No Dell Technologies product is or can be licensed or purchased under this document. Any purchase or licensing of Dell Technologies products is governed by the terms of a separate license or purchase agreement between the parties. DT Services' fees set forth herein do not include the cost of the purchase or licensing of any Dell Technologies product.
13. The parties agree that scope of this SOW may be reassessed, if deemed necessary by either party, on each anniversary of the effective date of this SOW.

14. In the event the Customer has not engaged DT Services to perform the Services and two (2) months have passed since the later of the Effective Date and DT Services' completion of the last Service-related Deliverable, without further engagement from Customer, DT Services may terminate this SOW by providing thirty (30) calendar days prior written notice.
15. The functional overview, if applicable, demonstrates basic functionality to familiarize Customer with the implemented in-scope products, demonstrating the product operations as installed in Customer's environment. Knowledge transfer, if applicable, demonstrates best practices to address Customer's skills and resource gaps to ensure successful implementation of Customer's new technologies. Functional overviews and knowledge transfers are not a substitute for formal Dell EMC product Customer education.

8 SIGNATURES

Please review this SOW for accuracy. If the terms are acceptable, please sign and return via email to DT Services. This SOW may be executed in any number of counterpart copies, each of which will be deemed an original, but which taken together will constitute a single instrument. The parties agree to cooperate in good faith to provide each other with a fully executed original of this SOW within five (5) calendar days of any counterpart execution. This SOW together with the Agreement (i) is the complete and exclusive agreement between DT Services and Customer with regard to its subject matter, and supersedes all prior oral or written proposals, agreements, representations and other communications between the parties with respect to the Services described in this SOW; and (ii) will apply in lieu of any different, conflicting or additional terms and conditions which may appear on any order or other document submitted by either party.

IN WITNESS WHEREOF, the parties hereto have caused this SOW to be executed by their duly authorized representatives as of the Effective Date.

WILLIAMSON COUNTY, TEXAS	Dell Marketing, L.P., or EMC Corporation, as applicable
Signature: Valerie Covey **Printed Name:** Valerie Covey **Title:** Presiding Officer **Date:** 02/06/2025	**Signature:** Deirdre Elvin Digitally signed by Deirdre Elvin Date: 2025.01.17 11:12:50 -06'00' **Printed Name:** **Title:** **Date:**

Services may not be scheduled or commenced until DT Services receives a purchase order ("PO") from Customer that references this SOW. To the extent that Customer is unable to deliver the PO(s) required under this SOW directly to the DT Services legal entity identified in the signature block above for any reason, DT Services agrees that Customer may instead deliver such PO(s) to DT Services' affiliate Dell Marketing L.P. ("DMLP") or EMC Corporation ("EMC Corp."). When applicable, Customer agrees that DMLP or EMC Corp.: (i) may invoice and receive payments for all fees due hereunder; and (ii) is an intended third-party beneficiary to this SOW and the Agreement with the right to enforce the terms of the SOW and the Agreement directly against Customer for the purpose of collecting such payments. Upon receipt of this fully executed SOW and Customer's PO, the SPOC will contact Customer to begin scheduling Services.

9 Appendix A: Supported Sites

The Services will be provided for the following supported sites during the term of this SOW. Additional supported sites may be included as mutually agreed between the parties using the Change Management Process.

Supported Site	Address	City	State	Zip	Qty
Williamson County of Texas	5350 Bill Pickett Trail	Taylor	TX	78626	1

10 Appendix B: Bill of Materials

MATERIAL / EQUIPMENT DESCRIPTION	MANF. PART #	QUANTITY	
PTP/PTMP Materials			
Mimosa A5c PTMP Connectorized Access Point, 4.9 - 6.2GHz	100-00037-01	1	ea
RF ELEMENTS HG3-CC-S40 5GHZ SYMMETRICAL HORN CARRIER CLASS 40°	RFE-HG3-CC-S40	2	ea
N Male to N Male 3' coax cable	CA400-NM-NM-3	4	ea
Mimosa C5x IP67 4.9-6.4GHz Client Radio	100-00101	3	ea
Mimosa Fleximount With Flexible Pole And Surface Mount	100-00092	3	ea
Mimosa N5-X20 4.9 - 6.4GHz Modular Twist-On Antenna 2-Pack	100-00088	2	ea
Mimosa NID Surge Protection	100-00039	4	ea
WiFi Materials			
Ruckus T750 802.11ax Outdoor WiFi AP, 4x4:4 Stream, Omni Beamflex+ coverage, 2.4GHz and 5GHz concurrent dual band, (1x) 2.5G Ethernet port, (1x) 10/100/1000 Ethernet port, 100-240 Vac, POE in and PSE out, Fiber SFP/SFP+, GPS, IP-67 Outdoor enclosure, -40 to 65C	901-T750-US01	15	ea
Ruckus T750SE 802.11ax Outdoor WiFi AP, 4x4:4 Stream, 120-Degree Sector antenna, 2.4GHz and 5GHz concurrent dual band, (1x) 2.5G Ethernet port, (1x) 10/100/1000 Ethernet port, 100-240 Vac, POE in and PSE out, Fiber SFP/SFP+, GPS, IP-67 Outdoor enclosure, -40 to 65C	901-T750-US51	12	ea
Ruckus R750 dual-band 802.11abgn/ac/ax (WiFi6) Wireless Access Point with Multi-Gigabit Ethernet backhaul and onboard BLE/ZIgbee,, 4x4:4 streams (5GHz) 4x4:4 streams (2.4GHz), OFDMA, MU-MIMO, BeamFlex+, dual ports, 802.3at PoE	901-R750-US00	8	ea
Mounting Kit for Ruckus T750	902-0125-0000	27	ea
Switches and Other Installation Materials			
RUCKUS ICX 8200 Switch, 24×10/100/1000 Mbps PoE+ ports, 4×25 GbE SFP28 stacking/uplink-ports, 370W PoE budget, three-year remote TAC support	ICX8200-24P	7	ea
POWER CORD, USA, NEMA5-15/C13, 13A, 125V	PCUSA2	7	ea
FRU,RACK MOUNT KIT,2 POST,ICX7750/7450/7250	ICX7000-RMK	7	ea
10GBASE-SR,SFPP MMF LC CONNECTOR (No TAA)	10G-SFPP-SR-S	24	ea
LinkPower™ LPS3400ATMP 6-Port Gigabit Managed High Power 802.3bt Industrial Din-Rail PoE Switch with 4 PoE Ports and 2 SFP Fiber Gigabit Ports, 95W Per PoE Port	LPS3400ATMP	4	ea
Outdoor Pole Mounting Kit for Outdoor Switch	MMK0001-L	4	ea
Version 2 Injector Converts 802.at to 48VC Passive PoE, Output 48W 0.5A	APC1048V2	4	ea
Power over Ethernet (PoE) Injector - PoE-56V	100-00080	1	ea
AC Power Cord - WC-N000900L007A	PWR	1	ea
Power over Ethernet (PoE) Injector (1.0/2.5/5.0/10.0 Gbps) quantity of 1 unit	902-1180-US00	2	ea
Ridgemount is a non-penetrating mount	SWSSRM-288x8-R	3	ea
Non-penetrating SLED Mount, 10ft Mast, 4'x4' Base, Protective Mat, Blocks, etc	SWB4-4x4 DRB	2	ea
Radio Mounting Hardware - Pole/Wall Mount	SWMNT	5	ea
POE Surge Protection 100/1000Mbps	SWCMJPOE8a	11	ea
Shipping, grounding, weatherproofing, misc and consumable items	SWMISC	1	ea
Manufacturer Support, Network Monitoring/Optimization and Reporting			
vSCG License supporting 1 Ruckus Access Points	L09-0001-SG00	35	ea
Switch management license for SZ-100/vSZ	L09-0001-SGCX	7	ea
RUCKUS AI five-year subscription for one Cloud- or SmartZone-managed AP or ICX switch	CLD-ANAP-5001	42	ea
Partner WatchDog Support for VSCG OR SZ100 License supporting 1 Ruckus Access Points, 5 Year	S02-0001-5LSG	35	ea
SmartWave Technical Support - Network Monitoring, Optimization, Reporting, Revision Level Upgrades and Technician Dispatch - Indoor AP - 5 Year	SWSPPT-5	8	ea
SmartWave Technical Support - Network Monitoring, Optimization, Reporting, Revision Level Upgrades and Technician Dispatch - Outdoor Radio - 5 Year	SWSPPT-5	31	ea

12 Appendix C: Service Level Objectives - Provided By Smart WAVE

Ownership of the 5-year maintenance and support shall remain with Smartwave, with no responsibility assigned to Dell for post-delivery support management

A. Provide alert responses and technical support in accordance with the Service Levels noted below:

	Definition	Maximum Response Time	Target Resolution Time
1	Emergency Operations networks/services Department Operations networks/services Emergency operations are unable to connect No work around is available	30 minutes	2 hours
2	Private corporate network access County employees are unable to access the corporate network Locations providing emergency or disaster related services No workaround or reliable redundancy available	2 hours	8 hours
3	Redundant links/equipment require repair Persistent service degradation (e.g., unacceptable slow throughput performance)	4 hours	8 hours
4	Non-Emergency Public Access only Redundancy only requires service Partial, non-critical loss of functionality Temporary workaround is available	8 hours	Next Business Day

B. Provide monitoring, alerting, and reporting for all WiFi equipment and assets.

C. Provide 24x7x365 standby support and dispatch with response time that meet County requirements identified in the table above.

D. Provide all resources (e.g., staff, equipment, and vehicles) to ensure the above specified service requirements are met.

E. Provide technical support 24/7/365 by phone, email, and online portal.

F. Provide an online trouble reporting system that tracks open trouble tickets and includes automatic escalation and notification based on service level requirements and issue progress.

G. Provide WiFi equipment firmware and security updates and server management software updates as part of yearly maintenance and support.

H. Notify the County at least 10 days in advance of deploying any potentially service impacting modifications or any major improvements, system enhancements, or necessary security updates.

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36026_Dell_Service_Contract-SOW-Quote_Expo_Cntr_WiFi_01.17.2025_signed_-_FINAL1.17.25_Redacted

Final Audit Report 2025-02-06

Created:	2025-02-06
By:	Andrea Schiele (aschiele@wilco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAtSt1qSKHrRmqj9E0IDZLDHFfsT3XBwR3

"36026_Dell_Service_Contract-SOW-Quote_Expo_Cntr_WiFi_01.17.2025_signed_-_FINAL1.17.25_Redacted" History

Document created by Andrea Schiele (aschiele@wilco.org)
2025-02-06 - 2:40:35 PM GMT- IP address: 66.76.4.65

Document emailed to Valerie Covey (vcovey@wilco.org) for signature
2025-02-06 - 2:44:30 PM GMT

Email viewed by Valerie Covey (vcovey@wilco.org)
2025-02-06 - 3:31:33 PM GMT- IP address: 74.193.121.96

Document e-signed by Valerie Covey (vcovey@wilco.org)
Signature Date: 2025-02-06 - 3:32:22 PM GMT - Time Source: server- IP address: 74.193.121.96

Agreement completed.
2025-02-06 - 3:32:22 PM GMT

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PURCHASE ORDER

Williamson County
Purchasing Department
100 Wilco Way, Ste P101
Georgetown, TX 78626
512-943-1100

P.O.Number: **188454**
Date:01/30/2025
Version:

Important: Purchase Order number must appear on invoices and packages. Acknowledge if unable to ship on time. Purchases are valid only when covered by this Purchase Order and signed by an authorized person.

Vendor:
DELL COMPUTER CORP
ONE DELL WAY
ROUND ROCK TX 78682

Requested By: McCulley, Tammy L

Delivery Date:

Ship to:
Info Technology Srvs
301 SE Inner Loop-Suite 105
Georgetown, TX 78626

Bill to:
Info Technology Srvs
301 SE Inner Loop-Suite 105
Georgetown, TX 78626

Description	Price	Per	Amount
1: PUBLIC WIFI EXPO CENTER PER Q# 3000183943039.1; DIR-TSO-3763	1.00	438265 $	438,265.00

Supplier Item:

Notes to Supplier:

Continued..

STATE SALES TAX EXEMPTION CERTIFICATE NO: 74-6000978-4

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This Purchase Order represents requisitioned goods or services for which funding has been verified through a financial encumbrance. The Purchase order has been prepared/ processed as authorized by: Joy Simonton, Williamson County Purchasing Agent.

ACCEPTANCE OF WILLIAMSON COUNTY TERMS AND CONDITIONS: Vendor's written acceptance, commencement of work, or shipment or partial delivery of any items, goods, or services called for herein shall constitute acceptance by Vendor of this Purchase Order and the Terms and Conditions attached hereto. Vendor further agrees that, in the event there is a conflict between the Terms and Conditions attached hereto and any other contractual terms and conditions set out or incorporated by reference in Vendor's quotes, invoices or any other forms of Vendor, the Terms and Conditions attached hereto shall control.

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

Authorized By: Barbi Hathaway

PURCHASE ORDER

Williamson County
Purchasing Department
100 Wilco Way, Ste P101
Georgetown, TX 78626
512-943-1100

P.O.Number: **188454**
Date:01/30/2025
Version:

Important: Purchase Order number must appear on invoices and packages. Acknowledge if unable to ship on time. Purchases are valid only when covered by this Purchase Order and signed by an authorized person.

Vendor:
DELL COMPUTER CORP
ONE DELL WAY
ROUND ROCK TX 78682

Requested By: McCulley, Tammy L

Delivery Date:

Ship to:
Info Technology Srvs
301 SE Inner Loop-Suite 105
Georgetown, TX 78626

Bill to:
Info Technology Srvs
301 SE Inner Loop-Suite 105
Georgetown, TX 78626

Total **438,265.00**

STATE SALES TAX EXEMPTION CERTIFICATE NO: 74-6000978-4

This Purchase Order represents requisitioned goods or services for which funding has been verified through a financial encumbrance. The Purchase order has been prepared/ processed as authorized by: Joy Simonton, Williamson County Purchasing Agent.

ACCEPTANCE OF WILLIAMSON COUNTY TERMS AND CONDITIONS: Vendor's written acceptance, commencement of work, or shipment or partial delivery of any items, goods, or services called for herein shall constitute acceptance by Vendor of this Purchase Order and the Terms and Conditions attached hereto. Vendor further agrees that, in the event there is a conflict between the Terms and Conditions attached hereto and any other contractual terms and conditions set out or incorporated by reference in Vendor's quotes, invoices or any other forms of Vendor, the Terms and Conditions attached hereto shall control.

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

Authorized By: Barbi Hathaway

WILLIAMSON COUNTY PURCHASE ORDER TERMS AND CONDITIONS
(Revised January 2023)

ASSIGNMENT: Vendor shall not sell, assign, transfer or convey this order, in whole or in part. No change of the vendor will be recognized until such change is approved by Commissioners Court.

BOYCOTTING ISRAEL: By accepting this purchase order, the vendor (Professional or other applicable term defining the contracting party) verifies that it does not boycott Israel and agrees that during the term of this Agreement will not boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.

CHANGES: No changes may be made to this order without written authorization of the Purchasing Department.

COUNTY TAXES: If the Vendor subsequently becomes delinquent in the payment of County taxes that may be grounds for cancellation of the contract. Despite anything to the contrary, if the Vendor is delinquent in payment of County property taxes at the time of invoicing, Vendor assigns any payments to be made for performance under this contract to the County Tax Assessor-Collector for the payment of delinquent taxes.

DEFAULT OF VENDOR: In case of default of the vendor, the County may procure the articles or services from other sources and charge the vendor as liquidated damages any excess cost or damaged occasioned thereby.

DESCRIPTION OF SUPPLIES: Any catalog or manufacturer's reference used in describing any item is merely descriptive and not restrictive, unless otherwise noted, and is used to indicate type and quality of material. The term "Or Equal," if used, identifies commercially produced items which have the essential performance and salient characteristics of the brand name stated in the item description. Vendor certifies that any substitute brand supplied hereunder matches the performance and salient characteristics of the item called for and agrees to replace it in the event it does not conform. All supplies or equipment shall be the latest improved new model meeting specifications in current production at the time of delivery and shall be delivered completely assembled, adjusted, serviced, and ready for use. Vendor warrants that all applicable Patents and Copyrights which may exist on items sold hereunder have been adhered to and that County shall not be liable for any infringement of those rights.

FOB POINT INSPECTION AND ACCEPTANCE: The County office or department receiving items pursuant to this contract shall inspect and accept only those items that are satisfactory to them and reject those items which are damaged, or which do not conform to specifications, and Vendor assumes the costs associated with such nonconformance. An itemized packing list bearing Purchase, Delivery, and/or Order Number shall be attached to the outside of every shipping container delivered against this instrument. Delivery of all goods or services shall be Free on Board to final destination as outlined herein unless otherwise required.

INDEMNIFICATION: Vendor shall defend, indemnify and save harmless Williamson County and all its officers, agents and employees from all suits, claims, actions, damages, demands or other demands of any character, name and description brought for or on account of

any injuries or damages received or sustained by any person, persons or property on account of any negligent act or fault of the vendor, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, this order. Vendor shall pay any judgment with cost, which may be obtained against Williamson County growing out of such injury or damages.

INSURANCE: If the Vendor is required to go on County property to perform work or services, the Vendor shall assume full responsibility and expense to obtain all necessary insurance as required by the County.

LAW: It is agreed that good(s) delivered shall comply with all Federal, State, or local laws relative thereto, and that the vendor shall defend actions or claims brought and save harmless the County from loss, cost or damage by reason of actual or alleged infringement of letters patent and/or copyrights.
Williamson County Purchase Orders constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasi-contractual terms are subject to the extent authorized by Texas law, including but not limited to Tex. Const. art. XI, § 7, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

MEDIATION: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Contract.

NO WAIVER OF SOVEREIGN IMMUNITY AND POWERS: Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of licensee, the Williamson County Commissioners Court, or the Williamson County Judge.

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

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

(1) Name, address, and telephone number of Vendor and similar information in the event the payment is to be made to a different address
(2) Williamson County contract, Purchase Order, and/or delivery order number
(3) Identification of items or service as outlined in the Contract
(4) Quantity or quantities, applicable unit prices, total prices, and total amount
(5) Any additional payment information which may be called for by the Contract

Payment inquiries should be directed to the ordering department (Bill-To).

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

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

TAX EXEMPTION: The County is exempt from any sales, excise or Federal transportation taxes. The Purchase Order issued is sufficient proof of Williamson County's exempt status as provided by Sales Tax Rule 3.322.

TERMINATION FOR CONVENIENCE: The County may terminate the Contract and/or any Ensuing Agreement(s) for convenience and without cause or further liability, upon no less than thirty (30) calendar days written notice to the Successful Bidder. The County reserves the right to extend this period if it is in the best interest of the County. In the event the County exercise its right to terminate without cause, it is understood and agreed that only the amounts due to the Vendor for goods, commodities and/or services provided, and expense incurred to and including the date of termination, will be due and payable. No penalty will be assessed for the County's termination for convenience.

UNIFORM COMMERCIAL CODE: Vendor and Williamson County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

VARIATION IN QUANTITY: No variation in the quantity of any item called for by this Purchase Order shall be allowed, unless such variation is caused by conditions of loading, shipping, packing or allowances in manufacturing processes, and then only to the extent, if

any, set forth herein.

VENUE AND GOVERNING LAW: Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.

WARRANTY: Implied warranties notwithstanding, Vendor warrants to County that all items delivered, and all services rendered will conform to the specifications, drawings, or other descriptions, furnished or incorporated by reference, and will be of merchantable quality, good workmanship, and free from defects. Vendor further agrees to provide copies of applicable warranties to the County.

FOREIGN TERRORIST ORGANIZATIONS: Vendor represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

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

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

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

Commissioners Court - Regular Session **31.**

Meeting Date: 03/11/2025

Approval of the Change Order for the Dell Technologies Service Contract #2025116 contract for the Downtown Georgetown Wi-Fi Network Design for Information Systems

Submitted For: Joy Simonton **Submitted By:** Theresa Gross, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the Change Order to specify milestone payments for contract #2025116 and Purchase Order #188456, for a cost of $149,010.00, previously approved under Item #63 on 1.28.2025, with Dell Technologies Information Services, for Downtown Georgetown Wi-Fi Network Design, and authorizing executing the change order.

Background

This Change Order specifies milestone payments for the approved contract cost of $149,010.00 for Item 64 on 1.28.2025 the Dell Technologies Service Contract for the Downtown Georgetown Wi-Fi Network Design and Purchase Order 188456. The requested milestone payments include the following: Milestone 1 – Materials & Equipment Materials Delivered and accepted by the customer $52,490.94; Milestone 2 - Professional Services Design work completed Customer approves Design and Implementation Plan $14,806.41; Milestone 3 - Professional Services Installation work completed Customer signs project Customer Acceptance Form (CAF) $37,355.13; Milestone 4 – Project Management Project Manager billing will not exceed the amount in the value column and will be deemed approved upon receipt of the CAF. $5,569.13; and Milestone 5 – Support 5 years of Support Upon successful completion of installation services, the commencement of the 5-year support contract will be confirmed and billed at the start of the support contract $38,788.39. Funding source is Grant 501P Broadband project (Public Wi-Fi). The department point of contract is Richard Semple. The vendor is publicly traded; therefore, Form 1295 is not required.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Change Order

Contract

Purchase Order

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	02/26/2025 06:54 PM
County Judge Exec Asst.	Delia Colon	02/27/2025 10:53 AM
Purchasing (Originator)	Kerstin Hancock	02/28/2025 08:52 AM
Form Started By: Theresa Gross		Started On: 02/26/2025 03:50 PM
Final Approval Date: 02/28/2025		

Project Change Request

CR Number / Version:	001
Dell Technologies Project ID:	PR-2338420
Customer / Sponsoring Organization Name:	WILLIAMSON COUNTY – GEORGETOWN - CITY OF GEORGETOWN, TX
Program or Project Name:	TX DELL DO, GEORGETOWN, NETWORK DESIGN-PROJECT
Orig SO#	1015374596

PART 1: REQUEST

Title of Change	Add Invoicing Milestones to Project		
Requester Name:	Noel Niranjan	E-mail: Noel.Niranjan@Dell.Com	Phone: +91-9945500642
Date:	Original: 02/24/25	Revision: MM/DD/YY	Required by:
Priority Category	2 - Required prior to implementation		
Reason for Change	NEED TO ADD INVOICING MILESTONES TO THIS PROJECT TO ALLOW FOR INVOICING AFTER EACH MILESTONE COMPLETION AND SIGNOFF BY CUSTOMER.		

Change Details

Milestone Details:

Milestone	Deliverables	Acceptance Criteria	Value
Milestone 1 – Materials & Equipment	Materials Delivered	Materials Delivered and accepted by the customer	$52,490.94
Milestone 2 - Professional Svcs Design	Design work completed	Customer approves Design and Implementation Plan	$14,806.41
Milestone 3 - Professional Svcs Installation	Installation work completed	Customer signs project Customer Acceptance Form (CAF)	$37,355.13
Milestone 4 – Project Management	Project management	Project Manager billing will not exceed the amount in the value column and will be deemed approved upon receipt of the CAF.	$5,569.13
Milestone 5 – Support	5 years of Support	Upon successful completion of installation services, the commencement of the 5-year support contract will be confirmed and billed at the start of the support contract	$38,788.39
Total			**$149,010.00**

Total Cost Impact of Change:	No changes to overall pricing, just adding milestones to allow for signoff after each phase completion.
Billing Type	Fixed Fee
Paid By	

Dell Customer Communication - Confidential

Validity Period of Change Request Form	60 days

PART 2: APPROVAL				
CR Approved	Y / N	**Date:**	MM/DD/YY	<WHY REJECTED?>
Authorized Customer Signatory / Date			/ Date:	
Name / Title of Authorized Customer				
Authorized Dell Technologies Signature / Date			/ Date:	
Name / Title of Authorized Dell Technologies				
Other Signatory (as required)				

Deirdre Elvin

Digitally signed by Deirdre Elvin
Date: 2025.02.27 17:48:09 -06'00'

Dell Customer Communication - Confidential

WILLIAMSON COUNTY
SERVICES AND PURCHASE CONTRACT
Dell Marketing L.P.
(Quote No. 3000183942988.1)

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 **Dell Marketing L.P.** (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 **(Quote No. 3000183942988.1)** 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 One Hundred Forty-Nine Thousand and Ten Dollars ($149,010.00). 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 (*including premises, completed operations and contractual*)	$1,000,000	$1,000,000
Aggregate policy limits:		$2,000,000

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

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

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

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

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.

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

VIII.

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

IX.

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

X.

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

XI.

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

XII.

Right to Audit: Service Provider agrees that the County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this

Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Service Provider which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Service Provider agrees that the County shall have access during normal working hours to all necessary Service Provider facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. The County shall give Service Provider reasonable advance notice of intended audits.

XIII.

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

XIV.

No Assignment: Service Provider may not assign this Contract.

XV.

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

XVI.

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

XVII.

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

XIII.

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

XIX.

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

XX.

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

XXI.

Entire Contract & Incorporated Documents; Conflicting Terms: This Contract constitutes the entire Contract between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated into this Contract include the following:

A. As described in the attached Quote and Statement of Work being marked **Exhibit "A,"** which is incorporated to the extent the Proposal meets or exceeds the requirements of County's solicitation, if applicable; and
B. The cooperative purchasing contract (DIR-TSO-3763);
C. Insurance certificates evidencing coverages required herein above.

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

XXII.

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

[SIGNATURE PAGE TO FOLLOW]

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

WILLIAMSON COUNTY:

Valeria Covey
Authorized Signature

Judge Bill Gravell, Jr.
County Judge

Date: Jan 29, 2025 ,20___

SERVICE PROVIDER:

Dell Marketing L.P.
Name of Service Provider

Katherine Castillo
Authorized Signature

Katherine Castillo- Paralegal Advisor
Printed Name

Date: January 17, 20 25

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Jan 17 2025 Time: 2:12 pm

Reviewed by Contract Audit
SARA GREER, CGAP
Contract Auditor
Williamson County Auditor's Office
Date: Jan 17 2025 Time: 12:40 pm

EXHIBIT A

DELL Technologies

Your Quote is ready.

Your personalized Quote is now available for purchase.

Complete your order through our secure online checkout before your Quote expires.

Order Now

Quote Name:	**Public Wi-Fi Downtown Georgetown Courthouse**	Sales Rep	Ben Bernfeld
Quote No.	[redacted]	Phone	1(800) 4563355, 6180359
Total	**$149,010.00**	Email	Ben_Bernfeld@Dell.com
Customer #	[redacted]	**Billing To**	TAMMY MCCULLEY WILLIAMSON COUNTY ITS 301 SE INNER LOOP STE 105 GEORGETOWN, TX 78626-8207
Quoted On	Dec. 05, 2024		
Expires by	Jan. 04, 2025		
Contract Name	Texas Department of Information Resources (TX DIR)		
Contract Code	[redacted]		
Customer Agreement #	TX DIR-TSO-3763		
Deal ID	27188749		

Message from your Sales Rep

Please use the Order button to securely place the order with your preferred payment method online. You may contact your Dell sales team if you have any questions. Thank you for shopping with Dell.

Regards,
Ben Bernfeld

Shipping Group

Shipping To

TAMMY MCCULLEY
WILLIAMSON COUNTY ITS
301 SE INNER LOOP
STE 105
GEORGETOWN, TX 78626-8207
(512) 943-1455

Shipping Method

Standard Delivery Free Cost

Product	Unit Price	Quantity	Subtotal
CUSTOM CONSULT MULTI-CLOUD FOR DATA CENTER PLANNING AND INFRASTRUCTURE L100000	**$12,820.49**	**11**	**$141,025.39**
CUSTOM CONSULT MULTI-CLOUD FOR DATA CENTER PLANNING AND INFRASTRUCTURE L10000	**$1,282.04**	**6**	**$7,692.24**
CUSTOM CONSULT MULTI-CLOUD FOR DATA CENTER PLANNING AND INFRASTRUCTURE L1000	**$128.20**	**2**	**$256.40**

Dell Marketing LP. U.S. only. Dell Marketing LP. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

CUSTOM CONSULT MULTI-CLOUD FOR DATA CENTER PLANNING AND INFRASTRUCTURE L100	**$12.82**	**2**	**$25.64**
CUSTOM CONSULT MULTI-CLOUD FOR DATA CENTER PLANNING AND INFRASTRUCTURE L10	**$1.28**	**7**	**$8.96**
CUSTOM CONSULT MULTI-CLOUD FOR DATA CENTER PLANNING AND INFRASTRUCTURE L1	**$0.12**	**9**	**$1.08**
CUSTOM CONSULT MULTI-CLOUD FOR DATA CENTER PLANNING AND INFRASTRUCTURE L01	**$0.01**	**9**	**$0.09**
CUSTOM CONSULT MULTI-CLOUD FOR DATA CENTER PLANNING AND INFRASTRUCTURE L01X	**$0.20**	**1**	**$0.20**

Subtotal:	**$149,010.00**
Shipping:	**$0.00**
Non-Taxable Amount:	**$149,010.00**
Taxable Amount:	**$0.00**
Estimated Tax:	**$0.00**
Total:	**$149,010.00**

Special pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.



Shipping Group Details

Shipping To

TAMMY MCCULLEY
WILLIAMSON COUNTY ITS
301 SE INNER LOOP
STE 105
GEORGETOWN, TX 78626-8207
(512) 943-1455

Shipping Method

Standard Delivery Free Cost

	Unit Price	Quantity	Subtotal
CUSTOM CONSULT MULTI-CLOUD FOR DATA CENTER PLANNING AND INFRASTRUCTURE L100000	**$12,820.49**	**11**	**$141,025.39**

Estimated delivery if purchased today:
Dec. 11, 2024
Contract # [redacted]
Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
CUSTOM CONSULT MULTI-CLOUD FOR DATA CENTER PLANNING AND INFRASTRUCTURE L100000	882-7138	-	11	-

	Unit Price	Quantity	Subtotal
CUSTOM CONSULT MULTI-CLOUD FOR DATA CENTER PLANNING AND INFRASTRUCTURE L10000	**$1,282.04**	**6**	**$7,692.24**

Estimated delivery if purchased today:
Dec. 11, 2024
Contract # [redacted]
Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
CUSTOM CONSULT MULTI-CLOUD FOR DATA CENTER PLANNING AND INFRASTRUCTURE L10000	882-7137	-	6	-

	Unit Price	Quantity	Subtotal
CUSTOM CONSULT MULTI-CLOUD FOR DATA CENTER PLANNING AND INFRASTRUCTURE L1000	**$128.20**	**2**	**$256.40**

Estimated delivery if purchased today:
Dec. 11, 2024
Contract # [redacted]
Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
CUSTOM CONSULT MULTI-CLOUD FOR DATA CENTER PLANNING AND INFRASTRUCTURE L1000	882-7136	-	2	-

	Unit Price	Quantity	Subtotal
CUSTOM CONSULT MULTI-CLOUD FOR DATA CENTER PLANNING AND INFRASTRUCTURE L100	**$12.82**	**2**	**$25.64**

Estimated delivery if purchased today:
Dec. 11, 2024
Contract # [redacted]
Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
CUSTOM CONSULT MULTI-CLOUD FOR DATA CENTER PLANNING AND INFRASTRUCTURE L100	882-7135	-	2	-

	Unit Price	Quantity	Subtotal
CUSTOM CONSULT MULTI-CLOUD FOR DATA CENTER PLANNING AND INFRASTRUCTURE L10	**$1.28**	**7**	**$8.96**

Estimated delivery if purchased today:
Dec. 11, 2024
Contract # [redacted]
Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
CUSTOM CONSULT MULTI-CLOUD FOR DATA CENTER PLANNING AND INFRASTRUCTURE L10	882-7134	-	7	-

	Unit Price	Quantity	Subtotal
CUSTOM CONSULT MULTI-CLOUD FOR DATA CENTER PLANNING AND INFRASTRUCTURE L1	**$0.12**	**9**	**$1.08**

Estimated delivery if purchased today:
Dec. 11, 2024
Contract # [redacted]
Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
CUSTOM CONSULT MULTI-CLOUD FOR DATA CENTER PLANNING AND INFRASTRUCTURE L1	882-7133	-	9	-

	Unit Price	Quantity	Subtotal
CUSTOM CONSULT MULTI-CLOUD FOR DATA CENTER PLANNING AND INFRASTRUCTURE L01	**$0.01**	**9**	**$0.09**

Estimated delivery if purchased today:
Dec. 11, 2024
Contract # [redacted]
Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
CUSTOM CONSULT MULTI-CLOUD FOR DATA CENTER PLANNING AND INFRASTRUCTURE L01	882-7131	-	9	-

	Unit Price	Quantity	Subtotal
CUSTOM CONSULT MULTI-CLOUD FOR DATA CENTER PLANNING AND INFRASTRUCTURE L01X	**$0.20**	**1**	**$0.20**

Estimated delivery if purchased today:
Dec. 11, 2024
Contract # [redacted]
Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
CUSTOM CONSULT MULTI-CLOUD FOR DATA CENTER PLANNING AND INFRASTRUCTURE L01X	882-7132	-	1	-

Subtotal:	**$149,010.00**
Shipping:	**$0.00**
Estimated Tax:	**$0.00**
Total:	**$149,010.00**

DELL Technologies

STATEMENT OF WORK (SOW)

Downtown Georgetown Outdoor WIFI Services

Prepared For:
WILLIAMSON COUNTY, TEXAS ("Customer")
WILLIAMSON COUNTY, TEXAS

Prepared By:
Dell Marketing L.P. ("DT Services")
One Dell Way, Round Rock TX 78682, United States

SR # 001006364
MyDeal ID: 820195
SFDC Deal ID: 27188749

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1 INTRODUCTION

"DT Services"	**Dell Marketing L.P.**
"**DT Services Address**"	One Dell Way, Round Rock TX 78682, United States
"**Customer**"	WILLIAMSON COUNTY, TEXAS
"**Customer Address**"	710 Main Street, Georgetown, TX 78626
"**SOW**"	**This Statement of Work.**
"**Services**"	**The services as described in this SOW.**
"**Agreement**"	The Services provided under this SOW are governed by and subject to the terms and conditions in the Agreement (including Appendix D for Services) that exists between Dell Marketing, L.P. (Dell) and the Texas Department of Information Resources (the "DIR Agreement", DIR-TSO-3763 -- Dell Contract Code 75AHH -- effective January 10, 2018), under such DIR Agreement Customer has elected to participate as an eligible public entity. The DIR Agreement is publicly available at the following DIR webpage: https://dir.texas.gov/contracts/dir-tso-3763 The parties acknowledge having read and agreeing to be bound by the DIR Agreement.
"**Effective Date**"	The date of the last signature below.
"**Term**"	The term of this SOW will begin on the date of the last signature to the SOW ("Effective Date") and, unless terminated in accordance with this SOW or the Agreement, expires on the date that DT Services completes the provision of Services in accordance with this SOW.
"**Deliverables**"	Any reports, time sheets, analyses, scripts, code or other work results which have been delivered by DT Services to Customer within the framework of fulfilling obligations under the SOW. All Deliverables provided under this SOW will be written in English and in the DT Services standard document format, unless otherwise mutually agreed.
"Primary Work Site"	5350 Bill Pickett Trail Taylor TX 76574
"**Reference Number(s)**"	SR # 001006364 MyDeal ID: 820195

The terms "**DT Services**", "**DT Services Address**", "**Customer**", "**Customer Address**", "**SOW**", "**Services**", "**Agreement**", "**Effective Date**", "**Term**" and "**Deliverables**" have the meanings indicated above. Capitalized terms used herein but not otherwise defined will have the meanings ascribed to such terms in the Agreement. To the extent that this SOW conflicts with the Agreement, the terms and conditions of this SOW shall control. Prevailing terms will be construed as narrowly as possible to resolve the conflict while preserving as much of the non-conflicting terms as possible, including preserving non-conflicting provisions within the same paragraph, section or sub-section.

The following appendices are attached hereto and incorporated by reference:

- Appendix A – Supported Sites
- Appendix B – Legal Terms and Conditions
- Appendix C – Service Level Objectives - Provided By Smart WAVE

Version Control

Date	Version	Description	Completed By
11-01-2023	1.0	Original SOW	Hector Moreno
11-09-2023	1.2	Added DIR Contract	Hector Moreno
11-30-2023	2.0	Updated from 1 year to 5 years	Hector Moreno
03-25-2024	3.0	Included additional work for indoor Wi-Fi solution	Hector Moreno
03-28-2024	4.0	Added Appencix C	Hector Moreno
04-18-2024	5.0	Updated and added pricing breakdown categories	Hector Moreno
04-19-2024	5.1	Review by PDM	Hector Moreno
11-11-2024	6.1	Updated Scope	Hector Moreno

2 SUMMARY OF SERVICE

- Downtown Georgetown Outdoor WIFI Services

The objective of the Services is to provide two (2) onsite/remote resource(s) to assist customer with deployment and configuration of indoor / outdoor wireless devices for the Customer's Expo Center.

3 ENGAGEMENT DETAILS

In connection with this SOW, DT Services will perform the Services as specifically described herein.

3.1 Scope of Services

DT Services will perform the following Services under this SOW:

3.1.1 Details and Provider Responsibilities

3.1.1.1 Project Kick-off: (Remote)

- Conference call with Williamson County/Georgetown. to obtain site-specific information, set expectations, etc.
- Customer will provide configuration information for any existing infrastructure as needed to prepare for services, prior to engineer onsite arrival.
- Review scope of work, discuss project objectives and expectations.
- Customer will provide configuration information for any existing infrastructure as needed to prepare for services, prior to engineer onsite configuration.
- Customer to inventory all pre-configured equipment and confirm receipt at least one week prior to engineer onsite arrival.

3.1.1.2 Installation and Support Services for Ruckus Outdoor Radios: (Remote/Onsite)

- Provider will install 13 Ruckus Outdoor Radios on camera pedestals, Traffic Signals, and Library/Planning Building/Tax Office walls, and a fiber Switch will be installed in the Courthouse MDF to support this project. Three PoE switches will be installed in the Library, Tax Office and Planning Office.
- Price assumes free and clear access to radio install locations and 24/7 power available

- Price includes 4 SM Fiber/Power cables from 4 camera pedestals back to Courthouse MDF and Cat 6 cabling at all other locations.
- Price assumes no additional materials are required
- Price includes travel time and expenses
- Provider will retain ownership of the equipment until payment is made in full
- Price assumes use of City Network for Internet Access at Library, Planning Office, and Tax Office
- Price includes configuration, installation, and post installation testing
- Price assumes POE for power to radios and Cat6 cable lengths are less than 300ft
- Price includes grounding to existing ground source and installation of surge protection
- Price does not include electrical or conduit work or structural analysis
- Price includes 2 days of traffic control and a bucket truck for installation on the 2 traffic signals closest to the Courthouse.
- Price includes 5 Year post installation support. Exceptions - Ruckus switching includes a 3-year replacement and Limited Lifetime warranty.
- Maintenance and Support Services (5 Year Support) Refer Appendix B for Additional Details
    a. Cloud Hosting and Management: Provisioning and management of Ruckus licensing, trouble ticketing system, Analytics, and associated reporting tools within a cloud environment.
    b. Continuous Network Monitoring: Continuous monitoring of network infrastructure, including Access Points, PTP Links, and Ruckus switching, ensuring 24/7 surveillance and timely alerting of any anomalies or potential issues.
    c. Network Optimization: Proactive optimization of the network infrastructure as required to enhance performance, reliability, and efficiency.
    d. Automated Reporting: Automated generation and distribution of reports detailing outages, ticket resolutions, and other key performance metrics to stakeholders, ensuring transparency and accountability.
    e. Remote Equipment Upgrades: Remote execution of firmware and software upgrades on covered equipment and radios to maintain security, performance, and feature enhancements.
    f. Onsite Technician Dispatch: Coordination and dispatch of onsite technicians as necessary for troubleshooting, maintenance, or hardware replacement to address critical issues promptly and effectively.
    g. This Statement of Work outlines the comprehensive suite of NOC services to be provided, ensuring the optimal performance, reliability, and security of the network infrastructure.

3.1.1.3 Knowledge Transfer: (Onsite)

- Provider will perform up to four (4 contiguous hours of knowledge transfer for the Customer.
- Knowledge transfer to include the following:
    a. Remediation of Maintenance Issues
    b. Device Management

3.1.1.4 Project Handoff/Closure: (Remote)

- Project closeout call
- Project closure meeting at time of Knowledge Transfer
- Project deliverables review (within 2 weeks of installation)
- Customer signs project Customer Acceptance Form (CAF)

3.1.2 Project Management

The DT Services' Global Project Management Methodology (DTPM2) will be used as the project management approach and framework for this project. DT Services will assign a Single Point of Contact ("**SPOC**") to manage the delivery of this engagement.

The responsibilities of the SPOC will include:

- A delivery schedule/plan plus determine the engagement process and schedule.

- Appropriate project management, control and governance activities for the project (e.g. progress reporting, governance meetings and communications management).

3.2 Project Timeline

DT Services anticipates the Services will be limited to 60 contiguous business days. The actual schedule will be developed and agreed upon following project initialization. The actual schedule may change as the project progresses. Any changes will be managed in accordance with the Change Management Process described below.

3.3 Services Out of Scope

For the avoidance of doubt, the parties acknowledge that the following activities are not included in the scope of this SOW.

1. Any services, tasks or activities other than those specifically noted in this SOW.
2. The development of any intellectual property created solely and specifically for the Customer under this SOW.
3. Any post-delivery support to the Deliverables produced.
4. Provider is not responsible for conflicts with existing software or network permissions conflicts, as configured by customer network and active directory.
5. **Any post-delivery support to the Deliverables produced. (the 5 year post delivery support will be a direct contract between Williamson County and Smartwave. See Appendix C for more details.**

The terms of this SOW do not confer on the Customer any warranties which are in addition to the warranties provided under the terms of the Agreement. The Customer may be able to purchase out of scope services at an additional charge and, upon request by Customer, DT Services will provide a proposal for such out of scope services, pursuant to the Change Management Process described below.

3.4 Assumptions

DT Services has made the following specific assumptions while specifying the Services detailed in this SOW:

1. Provider agrees not to commence delivery of these Services with the Customer until such time that the SOW and Dell PO are fully executed with Services coordinated by the DT Services Contact.
2. Upon completion of fully executed SOW and PO, a DT Services Project Administrator / Resource Coordinator will contact you to begin Services scheduling. Any additional and/or conflicting terms and conditions stated on the PO shall be void and have no effect on this SOW.
3. Provider will communicate any time off requests to the DT Services Project Administrator / Resource Coordinator and is subject to approval by DT Services and Customer
4. In the event of a customer escalation resulting from the Partner's failure to complete the project deliverables, except where DT Services has failed to fulfill their service delivery responsibilities, Partner agrees to own all mitigation activities and costs associated with completion of the in-scope deliverables.
5. Upon completion of a SOW (Statement of work) Provider and Customer will agree on firm and fixed dates for the work to begin, all work scheduled will require a minimum of two (2) week lead time. Both parties will use best reasonable efforts to inform the other party at least two (2) weeks before requesting changes to dates for onsite/remote work.
6. For this project, Provider will perform all of the work remotely. Remote access to Infrastructure will be needed.
7. It is assumed that travel is not part of this statement of work, if travel is required, it will require a change order according to section 6 of this SOW.

8. Provider assumes that the Customer environment is free from viruses, worms or other malicious software and is working properly according to generally accepted industry standards in all respects.
9. Delays caused by the Customer that prevent Provider from performing Services as scheduled may result in additional charges. Provider will notify DT Services of delays that prevent the service from being performed. Customer shall provide a purchase order (with a purchase order number) for the price or charges for Services either upfront or as agreed to as specified in this Agreement.
10. Both parties acknowledge that unforeseen events may occasionally occur in the normal course of business, potentially leading to delays in the Customer's timely participation in the services engagement described herein.
11. If the Customer experiences project delays exceeding a cumulative total of ten (10) business days or more than five (5) business days in a single instance, the Provider reserves the right to temporarily suspend the provision of Services and reassign Provider personnel.
12. The Customer is required to provide a written Notice of Re-Engagement certifying their renewed availability to participate in the project within the required timeframe.
13. During the suspension period, the Provider retains the right to invoice the Customer for weekly Project Management hours to compensate for incurred costs resulting from the delay. Billing will include Consulting/Engineering hours consumed up until the project suspension.
14. Once the Customer provides the Notice of Re-Engagement, the Provider will resume the provision of Services and allocate resources accordingly.
15. The Provider's right to charge for Project Management hours during the suspension period is intended to mitigate the impact of the delay and ensure that necessary project oversight and coordination can continue.
16. Any exceptions or modifications to these assumptions must be agreed upon in writing by both parties and documented in an addendum to the Agreement.
17. If the Customer makes any changes to the scope of work during or after the work begins under the SOW, additional charges and/or schedule changes may apply.
18. The Parties agree it is important to ensure the health and well-being of each Party's employees, customers, and vendors, as well as continuous service delivery in connection with this SOW, and the Parties acknowledge it is important to take precautions against the outbreak and spread of the Coronavirus (COVID-19). The Parties acknowledge and agree that no Party (including any of a Party's employees, subcontractors, representatives, or agents) will be required to undertake any travel in connection with this SOW, if such travel conflicts with the travel advice of local or national authorities, the Centers for Disease Control and Prevention, or the World Health Organization, as determined in DT Services sole discretion.
19. All holidays and non-working days are identified prior to scheduling the start of the services and will not impact the agreed upon schedule once services are started
20. It is assumed that the Customer's environment meets all prerequisites defined in the Prerequisites Appendices
21. It is assumed that the Customer's IT personnel have the background and skill set to perform operations and maintenance functions for in-scope technologies once knowledge transfer and handoff are complete.
22. Knowledge transfer to be completed within five (5) business days from the completion of implementation/configuration services.

3.5 Customer Responsibilities

Customer will provide reasonable and timely cooperation to DT Services in its performance of the Services. If the Customer fails to fulfill one or more of the following responsibilities, DT Services will be relieved of any schedule, milestone, or financial commitments associated with the Services. Customer agrees to the following specific responsibilities:

1. Promptly notifying DT Services in writing of: a) any changes Customer makes to its information technology environment that may impact DT Services' delivery of the Services; or b) business, organizational, security and technical issues that may have an impact on the performance and delivery of the Services. The Change Management Process will control any changes to the SOW following the notice.
2. Provide DT Services with any required consents necessary to perform the Services.
3. Maintain a current version of an anti-virus application continuously running on any system to which DT Services is given access and will scan all Deliverables and the media on which they are delivered. Customer will take reasonable back-up measures and, in particular, will provide for a daily back-up process and back-up the relevant data, software and programs before DT Services performs any works on Customers production systems.
4. Developing or providing documentation, material and assistance to DT Services.
5. Unless this SOW specifically requires DT Services to provide a software license, Customer is responsible for any and all software licensing requirements. Unless otherwise directed by Customer in writing during the installation process, DT Services will "accept" on Customer's behalf any and all electronic agreements provided with the installed hardware and/or software, including without limitation licenses, terms of sale, and other terms and conditions. Customer agrees that its purchase, license, and/or use of any hardware or software installed by DT Services under this SOW shall be subject to and governed by such electronic agreements to the same degree as if Customer had itself accepted the electronic agreements.
6. Ensuring the DT Services personnel have: reasonable and timely access to the project site, software, hardware, and the internet; a safe working environment that is compliant with all local legal safety requirements; adequate office space; parking; and remote access as required. Facilities and power must meet DT Services' requirements for the products and Services purchased.
7. Prior to the start of this SOW, indicating to DT Services in writing a person to be the single point of contact to ensure that all tasks can be completed within the specified time period (the "**Customer Contact**"). All Services communications will be addressed to the Customer Contact.
8. Customer Contact will have the authority to act for Customer in all aspects of the Services including bringing issues to the attention of the appropriate persons within Customer's organisation and resolving conflicting requirements. Customer Contact will ensure attendance by key Customer personnel at Customer meetings and Deliverable presentations. Customer Contact will ensure that any communication between Customer and DT Services are made through the SPOC. Customer Contact will obtain and provide project requirements, information, data, decisions and approvals within one working day of the request, unless both parties agree to a different response time.
9. Providing technical points-of-contact, who have a working knowledge of the information technology components to be considered during the Services and have the authority to make business decisions ("**Technical Contacts**"). DT Services may request that meetings be scheduled with Technical Contacts.
10. Making appropriate service outage windows available for DT Services as needed.
11. The physical and network security of Customer environment.
12. Providing all documentation on DT Services standard templates unless both parties agree otherwise
13. Customer has purchased licensing for software being installed and maintains applicable support agreements.
14. The Customer will provide all licenses, hardware, operating systems, and software required to complete the project and ensure that all hardware that is part of the engagement (to include any hardware and software being replaced) is covered by maintenance and warranty agreements.
15. Customer will provide all applicable usernames and passwords.
16. Customer will designate primary point(s) of contact to ensure that communications between Provider and the customer are timely and effective.

17. The Customer will provide timely response to information requests to ensure all projects maintain an acceptable completion timetable.
18. The Customer will provide a primary contact that will be responsible for all formal and informal communications regarding the content and format of the proposed system.
19. Customer will provide the Provider Consultant with reasonable remote access to local network through VPN.
20. The Customer will provide effective access to the systems support staff and process/system subject matter experts to ensure that data required to complete the project is readily available.
21. The Customer will make the required personnel available for the meetings and reviews required to maintain an acceptable completion timetable.
22. The Customer is responsible for providing all relevant company policies prior to implementation.
23. The Customer will be responsible for the accuracy of the information provided to the Provider consultants.
24. The Customer will provide the appropriate access to offices, systems, and information required by the Provider consultants to complete the project.
25. Maintain a backup of all data and programs on affected systems prior to Sterling performing the Services and during the term of the SOW.
26. Ensuring all systems and software impacted by this service are under current support agreement
27. Procurement and provisioning of all software licenses (including portal credentials where necessary)
28. Configuration and troubleshooting infrastructure services including (but not limited to) AD/DNS/OU/GPO, IP Subnet availability, NTP, Network and Firewall settings, as it relates to Horizon infrastructure requirements.
29. Scheduling and coordination for customer IT resources.
30. Provision access to customer systems necessary to perform services including service accounts, usernames, and passwords.
31. Coordinate and lead all Customer 3rd party vendors as required to facilitate services and accept responsibility for delays caused by other vendors.
32. Provide documentation of existing environment consistent with best practices. Examples include Network Topology map of the existing network. This Topology map should include IP addresses, Gateways, VLAN's, and VPNs on local area network.
33. Ensure all required power distribution units ("PDUs"), power outlets, and racks or equipment are installed and functional, unless described in section 3.
34. Coordinate scheduling of internal resources such that knowledge transfer is conducted in one contiguous session (unless otherwise stated herein).
35. Identify location for disposal of packaging within the immediate installation location; if disposal of packaging is outside of immediate installation location, Customer is responsible for removal.
36. For engagements delivered remotely:
37. Physical install, power up and configuration required for remote access to all necessary devices.
38. VPN credentials and access to all affected devices on the network.
39. Physical tasks associated with troubleshooting as needed.

3.6 Service Hours

DT Services will perform the Services during a time mutually agreed upon by DT Services and Customer in writing as part of the operational documentation related to the Services.

3.7 Deliverables

The following is a list of tangible material provided as part of the Services performed by DT Services for Customer under this SOW. All Deliverables provided under this SOW will be written in English. If none are listed below, no deliverables will be provided as part of the Services. The following is a list of tangible material provided as part of the Services performed by Provider for Customer under this SOW.

1. As-Built Documents

4 COMPLETION AND ACCEPTANCE

Upon completion of a Deliverable, DT Services will submit the Deliverable to Customer accompanied by an acceptance form provided by DT Services. The completion and acceptance process for this engagement consists of the following:

- Customer will review each Deliverable within five (5) business days (the "**Acceptance Period**") to determine whether each Deliverable satisfies the acceptance criteria in all material respects.
- If the Deliverable satisfies its acceptance criteria in all material respects, Customer will furnish a written acceptance confirmation to DT Services via the acceptance form prior to the end of the Acceptance Period.
- For a Deliverable that is not accepted due to a non-conformity or defect, Customer will indicate the detailed reasons for such rejection on the acceptance form and return the acceptance form together with the associated rejected Deliverable to DT Services (a "**Rejection Notice**") within the Acceptance Period.
    a. Upon receipt of a Rejection Notice, DT Services will promptly correct any defects or non-conformities to the extent required so that each Deliverable satisfies the requirements of this SOW and its acceptance criteria in all material respects.
    b. Thereafter, DT Services will resubmit a modified Deliverable to Customer, accompanied by the acceptance form and the process set forth above will be repeated. However, Customer will limit its review of each resubmitted Deliverable to determining whether DT Services has corrected the defects or non-conformities identified in the Rejection Notice.
    c. If Customer fails to provide DT Services with the above described Rejection Notice prior to the end of the applicable Acceptance Period, then the corresponding Deliverable is deemed accepted.
    d. If Customer provides a Rejection Notice after the first resubmission of the Deliverable, DT Services may terminate this SOW.

Acceptance of the Services and any materials provided hereunder will occur upon the completion of the applicable portion of the Services.

5 PRICING

This section describes the methodology for calculating the charges for the Services provided under this SOW. Customer hereby agrees to pay such charges in accordance with the invoicing and payment terms of the Agreement and as further supplemented within this SOW. Except as otherwise mutually agreed to by Customer and DT Services, the total amount to be noted on the purchase order provided to DT Services for this SOW is: **$149,010.00**. If this SOW includes estimates, invoices will be based on actual usage or expenses incurred. Charges shall be as follows:

DT Services will invoice Customer upon Customer signature of the SOW the following one-time charge:

One-Time Charge: **$149,010.00**

5.1 Pricing Breakdown by Category

Pricing Breakdown	
Materials/Equipment	$52,490.94
Professional Svcs	$52,161.45
Support - 5 years	$38,788.39
Project Manager	$ 5,569.23
Grand Total	**$ 149,010.00**

5.2 Estimate Revisions

Should DT Services' price estimate change because of a deviation in any assumption, engagement dependency, scope specification, or other provision of this SOW for which a change order as described in the Change Management Process section of this SOW does not already apply, DT Services will notify Customer and discuss any next steps. This may necessitate invoking the Change Management Process.

5.3 Expenses

Expenses are included in the charges under this SOW. Unless the scope or the list of supported sites change, pursuant to the Change Management Process, DT Services will not charge any additional expenses in connection with delivering the Services without the express written consent of Customer. Additional expenses could include Service-related expenses such as actual, reasonable, and necessary travel and living expenses.

5.4 Additional Pricing Terms

1. DT Services will exclusively use the Primary Work Site address listed in this SOW for any required taxation purposes.
2. The terms of this SOW shall be valid for thirty (30) calendar days following submission of the final version of this SOW to Customer. In the event this SOW is executed by Customer and returned to DT Services after such thirty (30) day period, DT Services may: (i) accept the SOW on the stated terms; or (ii) reject the SOW and provide Customer with a revised SOW setting forth any necessary updates to the terms of the previous SOW.
3. The price for the Services is based on Customer's environment as disclosed to DT Services and on the basis that the information supplied is accurate and complete. If the assumptions and parameters used to develop the SOW are found to be incorrect or have changed, the Customer will notify DT Services in writing within five (5) business days. The parties agree to pursue resolution through the Change Management Process. If the parties fail to reach an agreement with respect to such incorrect assumptions or parameters, DT Services may terminate this SOW with notice to Customer.
4. Any timescales or plans presented in this document assume that Customer provides any required information and fulfils its other obligations as described in this SOW in a timely manner. If Customer fails to meet its obligations as set forth in this SOW, DT Services may adjust the timeline or costs with notice to Customer to address such delays or failure to meet obligations.
5. If any of the volumetric assumptions used in this SOW, including, time on task, locations, service consumption, and/or configuration factors, relied upon by DT Services vary by +/- five (5%) percent, DT Services has the right to adjust the pricing to reflect such changes.
6. All prices are in USD and are exclusive of all applicable taxes.

7. During the delivery of the Services, if Customer requires changes to a scheduled DT Services activity, as defined by prior agreement or as documented in the agreed DT Services delivery schedule/plan, with less than <five (5)> business days' notice to DT Services in writing, additional charges will apply where DT Services are unable to re-assign people associated with that activity. The Change Management Process will be used to determine the impact, if any, and any related price adjustments. If the parties don't reach an agreement on a new schedule within <three (3) months>, Customer will reimburse DT Services for its reasonable additional costs of providing the Services and out of pocket expenses for such efforts to the extent attributable to the cancellation.
8. Both parties will mutually agree upon a service commencement date. If Customer requires changes to the service commencement date with less than ten (10) business days' notice to DT Services, additional charges may apply.
9. In the event the Term of this SOW extends beyond one (1) year, DT Services reserves the right to revisit the pricing on each anniversary of the Effective Date. Any changes to the pricing will be managed in accordance with the Change Management Process.
10. Schedule delays outside of DT Services' control, shall be billed at the current time and material rates plus travel and living expenses as described above. Any additional costs incurred by Customer as a result of delays shall be the sole responsibility of the Customer.

6 CHANGE MANAGEMENT PROCESS

To ensure the success of this engagement, it is critical that Customer and DT Services have a clear understanding of engagement expectations. The parties will utilize the approach outlined below (the "**Change Management Process**") for managing changes to the SOW. Customer or DT Services may propose changes to the Services under this SOW, including Deliverables, scope or any other aspect of the engagement. The Change Management Process for this engagement consists of the following:

- **Change Initiation** – All proposed changes will be forwarded to, or originated by, the SPOC and documented. A copy of the proposed change request will be forwarded to the Customer Contact. Change requests will be documented using the Change Request Form
- **Change Validation** – DT Services will examine the proposed change and may discuss the change request with the Customer Contact to clarify the details of the request.
- **Change Analysis and Impact Analysis** – DT Services will analyze the change request and make modifications to the Change Request Form as necessary.
- **Change Implementation** – If the change request is approved, the change will be noted as "Approved" and will be incorporated into the SOW and managed for progress. If the change is not approved, the change will be noted as "Rejected" and DT Services will continue to perform without regard to the proposed change to the extent practically possible.

The receiving party will review the proposed Change Request Form and will: (i) approve it, (ii) agree to further investigation, or (iii) reject it. Neither Customer nor DT Services will unreasonably withhold or delay its agreement to any proposed change. DT Services will define the change in scope, effort, timeline, and additional cost impact **within ten (10) business days** and provide this to Customer Contact for review and sign off. If more than 10 business days are needed, the estimated time to provide the change request will be communicated by the SPOC to the Customer Contact. Changes agreed upon pursuant to the Change Management Process will not be effective until mutually executed by a duly authorized representative of both parties. In addition, DT Services shall be relieved of any performance, schedule, milestone, or financial commitments associated with Services affected by Customer's non-compliance with Customer responsibilities or other obligations under this SOW or in the event of any deviation from any assumption, constraint, dependency or engagement scope specification contained in this SOW until an appropriate written change order or other amendment to this SOW addressing the foregoing is approved and signed by the Customer and DT Services.

7 OTHER PROVISIONS

The Services, including any Deliverables, are subject to the following:

1. DT Services may use affiliates and subcontractors to perform the Services.
2. DT Services may perform all or part of the Services off-site at a DT Services location or other location.
3. The Services may be performed outside the country in which Customer and/or DT Services is located. From time to time, DT Services may change the location where Services are performed and/or the party performing the Services; provided however, DT Services shall remain responsible to Customer for the delivery of Services.
4. Customer acknowledges that DT Services will request Customer's participation in a Customer feedback survey. Additionally, DT Services may approach Customer to serve as reference regarding DT Services' performance of the Services. If Customer agrees to be a reference, Customer and DT Services will agree in writing to the terms of such reference. A reference program has been developed to facilitate confidential conversations between DT Services' customers and potential customers.
    - Customers are invited to join the program at the conclusion of their project for a period of one year.
    - DT Services will only share Customer contact information to a potential customer who is interested in contacting Customer for a discussion on Customer's previous experiences.
    - We limit usage of Customer reference to no more than once per month.
    - We will not publish Customer name, organization, or any Customer identifiable details based on participation in this program.
5. DT Services shall not be responsible for any delay or failure to provide the Services to the extent caused by: (a) failures by Customer to perform its responsibilities under this SOW; (b) materially inaccurate assumptions; (c) a defect, deficiency or failure with respect to Customer's network, systems, software, data or other equipment; or (d) modifications to Customer's network, systems, or other equipment made by a party other than DT Services or its representatives. In the event that either party becomes aware of the occurrence of one or more of the foregoing events, they shall notify the other party accordingly. Notwithstanding such occurrence, DT Services may, following discussion with Customer regarding the impact of such incident, continue to provide the Services and shall use commercially reasonable efforts to perform the Services under this SOW. Customer will reimburse DT Services for its reasonable additional costs of providing the Services and out of pocket expenses for such efforts to the extent attributable to the items defined above.
6. Customer, not DT Services, is responsible for the performance of Customer's employees and agents, including any contribution, alteration, or other modification they make to the Services, including Deliverables, and for the accuracy and completeness of all data, information, and materials provided to DT Services. DT Services is not providing any warranty regarding, and is not liable for, Customer hardware, software, documentation, tools, equipment, or other products, assets, materials, or services. DT Services' performance is dependent upon timely decisions and approvals of Customer in connection with the Services, and DT Services is entitled to rely on all decisions and approvals of Customer.
7. The Services and resulting Deliverables may include advice and recommendations, but Customer agrees that all decisions in connection with the implementation of such advice and recommendations will be the responsibility of, and made by, Customer. DT Services is not providing legal or regulatory advice.
8. Unless this SOW specifically requires otherwise, DT Services is not providing any third party hardware, software, documentation, tools, equipment, or other products, materials or services, including, without limitation, Dell Technologies Select Products and Brokerage Products (collectively, "**Third Party Products**") to Customer. Customer is solely responsible for the negotiation of an applicable agreement with the applicable third party from whom Customer

wishes to license or acquire Third Party Products, the terms of which, including without limitation, the license, warranty, indemnity, maintenance, and support terms, shall govern such license or acquisition. DT Services is not providing any warranty regarding, and is not liable for, any Third Party Products. Third Party Products are not supported or maintained by DT Services and Customer must contact the applicable third party manufacturer or supplier directly for support and maintenance services. Any configuration or modification made by DT Services to any Third Party Products provided by Customer or work product incorporating such items will be subject to the ownership and other rights agreed to by Customer with the applicable third party

9. DT Services will not be responsible for non-performance due to software failure or software errors including any software failures or functionality limitations of Third Party Products.
10. DT Services may rely upon any standard operating procedures or practices of Customer and any direction, regulatory guidance, or other guidance provided by Customer.
11. Customer is responsible for the identification and interpretation of, and ensuring compliance with, any laws, statutes, rules, regulations, and standards applicable to it or its affiliates' business or operations.
12. No Dell Technologies product is or can be licensed or purchased under this document. Any purchase or licensing of Dell Technologies products is governed by the terms of a separate license or purchase agreement between the parties. DT Services' fees set forth herein do not include the cost of the purchase or licensing of any Dell Technologies product.
13. The parties agree that scope of this SOW may be reassessed, if deemed necessary by either party, on each anniversary of the effective date of this SOW.
14. In the event the Customer has not engaged DT Services to perform the Services and two (2) months have passed since the later of the Effective Date and DT Services' completion of the last Service-related Deliverable, without further engagement from Customer, DT Services may terminate this SOW by providing thirty (30) calendar days prior written notice.
15. The functional overview, if applicable, demonstrates basic functionality to familiarize Customer with the implemented in-scope products, demonstrating the product operations as installed in Customer's environment. Knowledge transfer, if applicable, demonstrates best practices to address Customer's skills and resource gaps to ensure successful implementation of Customer's new technologies. Functional overviews and knowledge transfers are not a substitute for formal Dell EMC product Customer education.

8 SIGNATURES

Please review this SOW for accuracy. If the terms are acceptable, please sign and return via email to DT Services. This SOW may be executed in any number of counterpart copies, each of which will be deemed an original, but which taken together will constitute a single instrument. The parties agree to cooperate in good faith to provide each other with a fully executed original of this SOW within five (5) calendar days of any counterpart execution. This SOW together with the Agreement (i) is the complete and exclusive agreement between DT Services and Customer with regard to its subject matter, and supersedes all prior oral or written proposals, agreements, representations and other communications between the parties with respect to the Services described in this SOW; and (ii) will apply in lieu of any different, conflicting or additional terms and conditions which may appear on any order or other document submitted by either party.

IN WITNESS WHEREOF, the parties hereto have caused this SOW to be executed by their duly authorized representatives as of the Effective Date.

WILLIAMSON COUNTY, TEXAS	Dell Marketing, L.P., or EMC Corporation, as applicable
Signature: *Valerie Covey*	**Signature:** Deirdre Elvin Digitally signed by Deirdre Elvin Date: 2025.01.17 11:15:18 -06'00'
Printed Name: Valerie Covey	**Printed Name:**
Title: Presiding Officer	**Title:**
Date: Jan 30, 2025	**Date:**

Services may not be scheduled or commenced until DT Services receives a purchase order ("PO") from Customer that references this SOW. To the extent that Customer is unable to deliver the PO(s) required under this SOW directly to the DT Services legal entity identified in the signature block above for any reason, DT Services agrees that Customer may instead deliver such PO(s) to DT Services' affiliate Dell Marketing L.P. ("DMLP") or EMC Corporation ("EMC Corp."). When applicable, Customer agrees that DMLP or EMC Corp.: (i) may invoice and receive payments for all fees due hereunder; and (ii) is an intended third-party beneficiary to this SOW and the Agreement with the right to enforce the terms of the SOW and the Agreement directly against Customer for the purpose of collecting such payments. Upon receipt of this fully executed SOW and Customer's PO, the SPOC will contact Customer to begin scheduling Services.

9 Appendix A: Supported Sites

The Services will be provided for the following supported sites during the term of this SOW. Additional supported sites may be included as mutually agreed between the parties using the Change Management Process.

Supported Site	Address	City	State	Zip	Qty
Williamson County/Georgetown	710 Main Street	Georgetown	TX	78626	1

10 Appendix B: Bill of Materials

MATERIAL / EQUIPMENT DESCRIPTION	MANF. PART #	QUANTITY	
WiFi Materials			
Ruckus T750 802.11ax Outdoor WiFi AP, 4x4:4 Stream, Omni Beamflex+ coverage, 2.4GHz and 5GHz concurrent dual band, (1x) 2.5G Ethernet port, (1x) 10/100/1000 Ethernet port, 100-240 Vac, POE in and PSE out, Fiber SFP/SFP+, GPS, IP-67 Outdoor enclosure, -40 to 65C	901-T750-US01	4	ea
Ruckus T350d, omni, outdoor access point, 802.11ax 2x2:2 internal BeamFlex+, dual band concurrent. One Ethernet port, PoE input, DC input, USB. -40°C to 65°C	901-T350-US40	7	ea
Ruckus T350se, sectorized 120 degree internal antenna, external antenna ports, outdoor access point, 802.11ax 2x2:2 internal BeamFlex+, dual band concurrent. One Ethernet port, PoE input, DC input, USB. -40°C to 65°C	901-T350-US51	2	ea
TYCON POWER SYSTEMS TP-POE-48G 48V 24W GIGABIT PASSIVE POE INJECTOR	TCN-TP-POE-48G	3	ea
Mounting Kit for Ruckus T350	902-0125-0000	9	ea
Switches and Other Installation Materials			
RUCKUS ICX 8200 Switch, 24×10/100/1000 Mbps PoE+ ports, 4×25 GbE SFP28 stacking/uplink-ports, 370W PoE budget, three-year remote TAC support	ICX8200-24P	3	ea
RUCKUS ICX 8200 Switch, 16×1/10GbE SFP+ ports, 8×25 GbE SFP28 stacking/uplink-ports, three-year remote TAC support. Power cord not included. TAA	ICX8200-24FX	1	ea
POWER CORD, USA, NEMA5-15/C13, 13A, 125V	PCUSA2	4	ea
FRU,RACK MOUNT KIT,2 POST,ICX7750/7450/7250	ICX7000-RMK	4	ea
10GBASE-LR, SFPP SMF (LC), for up to 10km over SMF, standard temperature (0°C to 70°C)	10G-SFPP-LR-S	16	ea
10GBASE-SR,SFPP MMF LC CONNECTOR (No TAA)	10G-SFPP-SR-S	8	ea
Cat6 shielded cable, shielded RJ45 connectors	SWCAT60D	9	ea
POE Surge Protection 100/1000Mbps	SWCMJPOE8a	18	ea
Shipping, grounding, weatherproofing, misc and consumable items	SWMISC	1	ea
Manufacturer Support, Network Monitoring/Optimization and Reporting			
vSCG License supporting 1 Ruckus Access Points	L09-0001-SG00	13	ea
Switch management license for SZ-100/vSZ	L09-0001-SGCX	4	ea
Ruckus Analytics subscription for 1 Cloud or SZ managed AP or ICX switch - 5 year	CLD-ANAP-5001	17	ea
Partner WatchDog Support for VSCG OR SZ100 License supporting 1 Ruckus Access Points, 5 Year	S02-0001-5LSG	13	ea
SmartWave Technical Support - Network Monitoring, Optimization, Reporting, Revision Level Upgrades and Technician Dispatch - Outdoor Radio - 5 Year	SWSPPT-5	13	ea

12 Appendix C: Service Level Objectives - Provided By Smart WAVE

Ownership of the 5-year maintenance and support shall remain with Smartwave, with no responsibility assigned to Dell for post-delivery support management

A. Provide alert responses and technical support in accordance with the Service Levels noted below:

	Definition	Maximum Response Time	Target Resolution Time
1	Emergency Operations networks/services Department Operations networks/services Emergency operations are unable to connect No work around is available	30 minutes	2 hours
2	Private corporate network access County employees are unable to access the corporate network Locations providing emergency or disaster related services No workaround or reliable redundancy available	2 hours	8 hours
3	Redundant links/equipment require repair Persistent service degradation (e.g., unacceptable slow throughput performance)	4 hours	8 hours
4	Non-Emergency Public Access only Redundancy only requires service Partial, non-critical loss of functionality Temporary workaround is available	8 hours	Next Business Day

B. Provide monitoring, alerting, and reporting for all WiFi equipment and assets.

C. Provide 24x7x365 standby support and dispatch with response time that meet County requirements identified in the table above.

D. Provide all resources (e.g., staff, equipment, and vehicles) to ensure the above specified service requirements are met.

E. Provide technical support 24/7/365 by phone, email, and online portal.

F. Provide an online trouble reporting system that tracks open trouble tickets and includes automatic escalation and notification based on service level requirements and issue progress.

G. Provide WiFi equipment firmware and security updates and server management software updates as part of yearly maintenance and support.

H. Notify the County at least 10 days in advance of deploying any potentially service impacting modifications or any major improvements, system enhancements, or necessary security updates.

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Agenda Item #64, CC 01.28.25 Approval od Service and PurchaseContract with Dell Technologies for Wi-Fo maintenace for DT GT (barbi)

Final Audit Report 2025-01-29

Created:	2025-01-28
By:	Cheryl Johnson (cheryl.johnson@wilco.org)
Status:	Signed
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Agenda Item #64 CC 01.28.25 Approval od Service and PurchaseContract with Dell Technologies for Wi-Fo maintenace for DT GT (barbi) 2

Final Audit Report 2025-01-30

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PURCHASE ORDER

Williamson County
Purchasing Department
100 Wilco Way, Ste P101
Georgetown, TX 78626
512-943-1100

P.O.Number: **188456**
Date:01/30/2025
Version:

Important: Purchase Order number must appear on invoices and packages. Acknowledge if unable to ship on time. Purchases are valid only when covered by this Purchase Order and signed by an authorized person.

Vendor:
DELL COMPUTER CORP
ONE DELL WAY
ROUND ROCK TX 78682

Requested By: McCulley, Tammy L

Delivery Date:

Ship to:
Info Technology Srvs
301 SE Inner Loop-Suite 105
Georgetown, TX 78626

Bill to:
Info Technology Srvs
301 SE Inner Loop-Suite 105
Georgetown, TX 78626

Description	Price	Per	Amount
1: PUBLIC WIFI DOWNTOWN GEORGETOWN COURTHOUSE PER Q# 3000183942988.1; DIR-TSO-3763	1.00	149010 $	149,010.00

Supplier Item:

Notes to Supplier:

Continued..

STATE SALES TAX EXEMPTION CERTIFICATE NO: 74-6000978-4

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This Purchase Order represents requisitioned goods or services for which funding has been verified through a financial encumbrance. The Purchase order has been prepared/ processed as authorized by: Joy Simonton, Williamson County Purchasing Agent.

ACCEPTANCE OF WILLIAMSON COUNTY TERMS AND CONDITIONS: Vendor's written acceptance, commencement of work, or shipment or partial delivery of any items, goods, or services called for herein shall constitute acceptance by Vendor of this Purchase Order and the Terms and Conditions attached hereto. Vendor further agrees that, in the event there is a conflict between the Terms and Conditions attached hereto and any other contractual terms and conditions set out or incorporated by reference in Vendor's quotes, invoices or any other forms of Vendor, the Terms and Conditions attached hereto shall control.

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

Authorized By: Barbi Hathaway

PURCHASE ORDER

Williamson County
Purchasing Department
100 Wilco Way, Ste P101
Georgetown, TX 78626
512-943-1100

P.O.Number: **188456**
Date:01/30/2025
Version:

Important: Purchase Order number must appear on invoices and packages. Acknowledge if unable to ship on time. Purchases are valid only when covered by this Purchase Order and signed by an authorized person.

Vendor:
DELL COMPUTER CORP
ONE DELL WAY
ROUND ROCK TX 78682

Requested By: McCulley, Tammy L

Delivery Date:

Ship to:
Info Technology Srvs
301 SE Inner Loop-Suite 105
Georgetown, TX 78626

Bill to:
Info Technology Srvs
301 SE Inner Loop-Suite 105
Georgetown, TX 78626

Total **149,010.00**

STATE SALES TAX EXEMPTION CERTIFICATE NO: 74-6000978-4

This Purchase Order represents requisitioned goods or services for which funding has been verified through a financial encumbrance. The Purchase order has been prepared/ processed as authorized by: Joy Simonton, Williamson County Purchasing Agent.

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

Authorized By: Barbi Hathaway

WILLIAMSON COUNTY PURCHASE ORDER TERMS AND CONDITIONS
(Revised January 2023)

ASSIGNMENT: Vendor shall not sell, assign, transfer or convey this order, in whole or in part. No change of the vendor will be recognized until such change is approved by Commissioners Court.

BOYCOTTING ISRAEL: By accepting this purchase order, the vendor (Professional or other applicable term defining the contracting party) verifies that it does not boycott Israel and agrees that during the term of this Agreement will not boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.

CHANGES: No changes may be made to this order without written authorization of the Purchasing Department.

COUNTY TAXES: If the Vendor subsequently becomes delinquent in the payment of County taxes that may be grounds for cancellation of the contract. Despite anything to the contrary, if the Vendor is delinquent in payment of County property taxes at the time of invoicing, Vendor assigns any payments to be made for performance under this contract to the County Tax Assessor-Collector for the payment of delinquent taxes.

DEFAULT OF VENDOR: In case of default of the vendor, the County may procure the articles or services from other sources and charge the vendor as liquidated damages any excess cost or damaged occasioned thereby.

DESCRIPTION OF SUPPLIES: Any catalog or manufacturer's reference used in describing any item is merely descriptive and not restrictive, unless otherwise noted, and is used to indicate type and quality of material. The term "Or Equal," if used, identifies commercially produced items which have the essential performance and salient characteristics of the brand name stated in the item description. Vendor certifies that any substitute brand supplied hereunder matches the performance and salient characteristics of the item called for and agrees to replace it in the event it does not conform. All supplies or equipment shall be the latest improved new model meeting specifications in current production at the time of delivery and shall be delivered completely assembled, adjusted, serviced, and ready for use. Vendor warrants that all applicable Patents and Copyrights which may exist on items sold hereunder have been adhered to and that County shall not be liable for any infringement of those rights.

FOB POINT INSPECTION AND ACCEPTANCE: The County office or department receiving items pursuant to this contract shall inspect and accept only those items that are satisfactory to them and reject those items which are damaged, or which do not conform to specifications, and Vendor assumes the costs associated with such nonconformance. An itemized packing list bearing Purchase, Delivery, and/or Order Number shall be attached to the outside of every shipping container delivered against this instrument. Delivery of all goods or services shall be Free on Board to final destination as outlined herein unless otherwise required.

INDEMNIFICATION: Vendor shall defend, indemnify and save harmless Williamson County and all its officers, agents and employees from all suits, claims, actions, damages, demands or other demands of any character, name and description brought for or on account of

any injuries or damages received or sustained by any person, persons or property on account of any negligent act or fault of the vendor, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, this order. Vendor shall pay any judgment with cost, which may be obtained against Williamson County growing out of such injury or damages.

INSURANCE: If the Vendor is required to go on County property to perform work or services, the Vendor shall assume full responsibility and expense to obtain all necessary insurance as required by the County.

LAW: It is agreed that good(s) delivered shall comply with all Federal, State, or local laws relative thereto, and that the vendor shall defend actions or claims brought and save harmless the County from loss, cost or damage by reason of actual or alleged infringement of letters patent and/or copyrights.
Williamson County Purchase Orders constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasi-contractual terms are subject to the extent authorized by Texas law, including but not limited to Tex. Const. art. XI, § 7, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

MEDIATION: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Contract.

NO WAIVER OF SOVEREIGN IMMUNITY AND POWERS: Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of licensee, the Williamson County Commissioners Court, or the Williamson County Judge.

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

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

(1) Name, address, and telephone number of Vendor and similar information in the event the payment is to be made to a different address
(2) Williamson County contract, Purchase Order, and/or delivery order number
(3) Identification of items or service as outlined in the Contract
(4) Quantity or quantities, applicable unit prices, total prices, and total amount
(5) Any additional payment information which may be called for by the Contract

Payment inquiries should be directed to the ordering department (Bill-To).

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

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

TAX EXEMPTION: The County is exempt from any sales, excise or Federal transportation taxes. The Purchase Order issued is sufficient proof of Williamson County's exempt status as provided by Sales Tax Rule 3.322.

TERMINATION FOR CONVENIENCE: The County may terminate the Contract and/or any Ensuing Agreement(s) for convenience and without cause or further liability, upon no less than thirty (30) calendar days written notice to the Successful Bidder. The County reserves the right to extend this period if it is in the best interest of the County. In the event the County exercise its right to terminate without cause, it is understood and agreed that only the amounts due to the Vendor for goods, commodities and/or services provided, and expense incurred to and including the date of termination, will be due and payable. No penalty will be assessed for the County's termination for convenience.

UNIFORM COMMERCIAL CODE: Vendor and Williamson County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

VARIATION IN QUANTITY: No variation in the quantity of any item called for by this Purchase Order shall be allowed, unless such variation is caused by conditions of loading, shipping, packing or allowances in manufacturing processes, and then only to the extent, if

any, set forth herein.

VENUE AND GOVERNING LAW: Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.

WARRANTY: Implied warranties notwithstanding, Vendor warrants to County that all items delivered, and all services rendered will conform to the specifications, drawings, or other descriptions, furnished or incorporated by reference, and will be of merchantable quality, good workmanship, and free from defects. Vendor further agrees to provide copies of applicable warranties to the County.

FOREIGN TERRORIST ORGANIZATIONS: Vendor represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

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

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

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

Commissioners Court - Regular Session **32.**

Meeting Date: 03/11/2025

Title IV-E Contract Renewal

Submitted By: Jalyn Morris, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on the renewal of the Title IV-E County Legal Services Contract with the Texas Department of Family Protective Services.

Background

This contract enables the County to be reimbursed for legal services provided in connection with Texas Department of Protective Services cases that fall under Title IV-E federal funding. This is to renew a contract that has been in place for many years. The current contract expires September 30, 2025. This new agreement has a term of October 1, 2025, through September 30, 2032. Legal has reviewed this agreement.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Contract Renewal

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/05/2025 02:47 PM
Form Started By: Jalyn Morris		Started On: 02/28/2025 01:57 PM
Final Approval Date: 03/05/2025		

TEXAS DEPARTMENT OF FAMILY AND PROTECTIVE SERVICES GRANT CONTRACT

I. PURPOSE.

The Texas Department of Family and Protective Services (DFPS) and Williamson County (Grantee) (referred to herein as each a "Party" and collectively as the "Parties") enter into this Contract for the Performing Agency to receive federal funds to increase the amount of legal staff and services available to process child welfare cases (Contract).

II. LEGAL AUTHORITY.

This Contract is entered under DFPS' statutory authority in Texas Human Resources Code Section 40.056 and Texas Government Code Chapter 791.

III. CONTRACT TERM.

This Contract starts on Oct 1, 2025 and ends on September 30, 2032, and can be renewed, extended, or terminated as provided for in this Contract.

IV. CONTRACT BUDGET.

All expenditures under this Contract will be in accordance with the DFPS approved Attachment B: Budget and Cost Allocation Plan (Attachment B). No later than September 1st of each year, Contractor will submit its proposed Attachment B: Budget and Cost Allocation Plan for the upcoming State of Texas fiscal year to DFPS. If DFPS approves the Attachment B, both parties agree to incorporate the approved Attachment B into this Contract in lieu of any and all prior budget documents. If Contractor fails to submit a proposed Attachment B: Budget and Cost Allocation Plan for the upcoming State of Texas fiscal year, both parties agree to assume that Contractor will have the same budget and expenditures and use the most recently DFPS approved Attachment B as the budget for the next State of Texas fiscal year. This clause does not prohibit DFPS and Contractor from negotiating budgetary changes throughout the course of the Contract.

V. STATEMENT OF WORK.

The Grantee will perform the work and provide services as provided for in Attachment A (Statement of Work). All work and services provided under this Contract must be in accordance with all state, federal laws, rules, and regulations.

VI. CONTRACT MANAGER.

The following will act as the Contract Managers authorized to administer activities and receive general correspondence under this Contract.

A. DFPS

DFPS will provide written notice of the assigned contract manager. All correspondence will be sent to:
CPS Regional Contracts
Address: 14000 Summit Drive, Ste 100, Austin, TX 78728
Email: dfpscpsregionalcontractsr7@dfps.texas.gov

A. GRANTEE

Name:
Title:
Address:
Phone:
Email:

VII. ATTACHMENTS.

The Parties agree to comply with following Attachments and that they are attached and incorporated as part of this Contract.

1. Attachment A – Statement of Work
2. Attachment B – Budget Form 2030 for Legal Services and/or Independent Representation and Cost Allocation Plan
3. Attachment C – Grant Uniform Terms & Conditions
4. Attachment D – Grant Supplemental & Special Conditions
5. Attachment E – Federal Assurances and Certifications

By signing below, the following signatories certify that they have the requisite legal authority to bind their respective Party.

GRANTEE	**DFPS**
Bill Gravell County Judge Date:	Erica Bañuelos Associate Commissioner, CPS Date:

ATTACHMENT A

TEXAS DEPARTMENT OF FAMILY AND PROTECTIVE SERVICES GRANT STATEMENT OF WORK

I. GRANTEE RESPONSIBILITIES.

Grantee will:

A. Assist DFPS in providing fair, adequate and expeditious judicial determinations and services regarding children eligible for services under Title IV-E of the Social Security Act (Title IV-E);
B. Provide services in accordance with Attachment B and Title IV-E Handbook for County Contracts (Handbook) at https://www.dfps.texas.gov/handbooks/Title_IVE_County/Files/IVEC_pg_5000.asp#IVEC_5000 to children referred by DFPS;
C. Assist DFPS in identifying and meeting the needs of the children in the Grantee's County who are referred by DFPS;
D. Develop an estimated annual budget for the operations for this Contract, recommend it to the Commissioners Court and appear in support of it at budget hearings;
E. Maintain staffing at the level approved by the Commissioners' Court in its annual budget for each year in which the Contract is in effect;
F. Authorize the expenditure of Grantee funds and other special funds for the children in the Grantee's County referred by DFPS;
G. Review on a monthly basis expenditures, receipts and services delivered;
H. The Grantee will certify that the expenditures reported to DFPS on the 4116X, State of Texas Voucher (Invoice) are allowable expenditures under Title IV-E;
I. Use DFPS' financial and statistical reporting systems as directed by DFPS; and
J. Submit on an annual basis Federal Assurances and Certifications as directed by the Contract Manager.

II. DFPS RESPONSIBILITIES.

DFPS will:

A. Provide the Grantee with child population each quarter.
B. Process and pay the federally reimbursable portion of County-certified IV-E allowable expenditures on the submitted and approved invoice.

III. INVOICE AND PAYMENT.

A. **Budget.**

1. Grantee must provide its Contract Manager written notice on an annual basis if the Attachment B will not change.
2. If there is no change to Attachment B, then the Budget will carry over to the next Federal Fiscal Year.
3. If the Grantee is going to include indirect costs in its invoice, the Grantee will include by reference either the Grantee's approved Indirect Cost Agreement with the Federal Government or the appropriate documentation certifying the Grantee's official indirect cost rate.

B. **Invoice.**

1. Grantee will request payments using the invoice and in an accurate and timely manner for each federal quarter by the end of the following federal quarter and the expenditures in the invoice must include the information necessary to support these expenditures.
2. If the quarterly expenditures for the Grantee average or are expected to average less than $1,000 per quarter, the Grantee may request approval from the Contract Manager to submit Invoices on an annual basis with the invoice for each federal quarter submitted and documented separately but at the same time before the end of the first federal quarter of the following federal fiscal year.

Texas Dept. of Family
and Protective Services

Budget for Title IV-E
County Legal Services Contract

Form 2030CLIVE
Last Updated November 2020

CLIVE Summary

Please select your County and Budget Effective Date from drop down boxes below.

County:	**WILLIAMSON COUNTY**
Contract Number:	**HHS000285100010**
Budget Effective Date:	**10/1/2024-9/30/2025**

Cost Category		Estimated Total Expenses Allocable to Title IV-E	Total Anticipated Federal Reimbursemen	Total Anticipated County Match
A. Administration				
A.1. Direct Personnel Salaries		$0.00	$0.00	$0.00
A.2. Direct Personnel Fringe Benefits		$0.00	$0.00	$0.00
A.3. Direct Personnel Travel		$0.00	$0.00	$0.00
A.4. Direct Materials and Supplies		$0.00	$0.00	$0.00
A.5. Direct Equipment		$0.00	$0.00	$0.00
A.6. Direct Other Costs		$0.00	$0.00	$0.00
Total Administration		**$0.00**	**$0.00**	**$0.00**
B. Training				
B.1. Title IV-E Training (75%)		$0.00	$0.00	$0.00
B.2. Title IV-E Fostering Connections Training (75%)		$0.00	$0.00	$0.00
B.3. Non-Title IV-E Training (50%)		$0.00	$0.00	$0.00
Total Training		**$0.00**	**$0.00**	**$0.00**
C. Indirect Costs (if applicable)				
Total Indirect Costs	$0.00	**$0.00**	**$0.00**	**$0.00**
Grand Total		**$0.00**	**$0.00**	**$0.00**

Estimated Federal Reimbursement for expenses based on Eligible Population Rate (EPR) during 2nd quarter of the preceding fiscal year. Actual reimbursement will be based on EPR in effect for the county during the month in which expenses were incurred.	**13.74%**
Indirect Cost Rate, if applicable (attach a copy of the approved Certificate of Indirect Costs):	**0.00%**

Contractor Certification

Signature

Date

Printed Name & Title

Refer to Title IV-E Financial Handbook for additional information:
http://www.dfps.state.tx.us/handbooks/Title_IVE_County/default.asp

End of worksheet

last updated 10/1/24

TEXAS DEPARTMENT OF FAMILY AND PROTECTIVE SERVICES GRANT UNIFORM TERMS AND CONDITIONS

SECTION I
FUNDING AVAILABILITY AND FINANCIAL

A. FUNDING AVAILABILITY.

1. This Contract is contingent upon the continued availability of funding. If funds become unavailable through the lack of appropriations, legislative or executive budget cuts, amendment of the Appropriations Act, state agency consolidation, or any other disruptions of current appropriations, DFPS will reduce or terminate this Contract.
2. DFPS is prohibited from incurring obligations in excess of amounts lawfully appropriated by the Texas Legislature over the course of a biennium.

B. TRAVEL EXPENSES.

Travel expenses authorized by this Contract will be reimbursed according to the rates set by the State of Texas TexTravel (or its successor) program. Furthermore, DFPS reserves the right to reimburse at a rate equal to the rate DFPS employees receive even if the rates set by TexTravel are higher.

C. NO DEBT AGAINST THE STATE.

For Grantees that are not governmental entities, this Contract will not be construed as creating any debt by or on behalf of the State of Texas.

D. DEBT TO STATE.

If a law prohibits the Texas Comptroller of Public Accounts from making a payment, the Grantee acknowledges that DFPS's payments under the Contract will be applied toward eliminating the Grantee's debt or delinquency, regardless of when it arises.

E. RECAPTURE OF FUNDS.

Grantee agrees that:

1. DFPS will withhold all or part of any payments to Grantee to offset overpayments made to Grantee. Overpayments, as used in this Section, include payments made by DFPS that exceed the maximum allowable rates; that are not allowed under applicable laws, rules, or regulations; or that are otherwise inconsistent with this Contract, including any unapproved expenditures.
2. It will return to DFPS any amounts paid that are disallowed pursuant to any financial and compliance audit of funds received under this Contract; and
3. It will reimburse such disallowed costs from funds that were not provided or otherwise made available to Grantee under this Contract or from a source of federal funds derived from programs administered by DFPS or the State of Texas.

F. FINANCIAL REMEDIES.

In addition to any other remedy under law, DFPS reserves the right to implement financial remedies based on monitoring or audit findings related to violations of this Contract's requirements including recovery of all actual damages DFPS accrues as a result of a Grantee's noncompliance. As applicable to this Contract, additional financial remedies or liquidated damages may be provided for in this Contract's Supplemental and Special Conditions.

G. ALLOWABLE COSTS.

DFPS will reimburse the allowable costs incurred in performing the Contract that are sufficiently documented. Grantee must have incurred a cost prior to claiming reimbursement and within the applicable term to be eligible for reimbursement under this Contract. DFPS will determine whether costs submitted by Grantee are allowable and eligible for reimbursement. If DFPS has paid funds to Grantee for unallowable or ineligible costs, DFPS will notify Grantee in writing, and Grantee shall return the funds to DFPS within 30 calendar days of the date of this written notice. DFPS will withhold all or part of any payments to Grantee to offset reimbursement for any unallowable or ineligible expenditure that Grantee has not refunded to DFPS or if financial status reports required under the Financial Status Reports section are not submitted by the due dates. DFPS will take repayment (recoup) from funds available under this Contract in amounts necessary to fulfill Grantee's repayment obligations. Applicable cost principles, audit requirements, and administrative requirements include the following chart. Furthermore, OMB Circulars will be applied with the modifications prescribed by the Texas Grant Management Standards (TxGMS) with effect given to whichever provision imposes the more stringent requirement in the event of a conflict.

Applicable Entity	Applicable Cost Principles	Audit Requirements	Administrative Requirements
State, Local and Tribal Governments	2 CFR, Part 225	2 CFR Part 200, Subpart F and TxGMS	2 CFR Part 200 and TxGMS
Educational Institutions	2 CFR, Part 220	2 CFR Part 200, Subpart F and TxGMS	2 CFR Part 200 and TxGMS
Non-profit Organizations	2 CFR, Part 230	2 CFR Part 200, Subpart F and TxGMS	2 CFR Part 200 and TxGMS
For-profit Organization other than a hospital	48 CFR, Part 31 Contract Cost Principles Procedures, or uniform cost accounting standards that comply with cost principles acceptable to the federal or state awarding agency	2 CFR Part 200, Subpart F and TxGMS	2 CFR Part 200 and TxGMS

H. INDEPENDENT SINGLE OR PROGRAM-SPECIFIC AUDIT.

If Grantee, within Grantee's fiscal year, expends a total amount of at least $750,000 in federal funds awarded, Grantee shall have a single audit or program-specific audit in accordance with 2 CFR 200. The $750,000 federal threshold amount includes federal funds passed through by way of state agency awards. If Grantee, within Grantee's fiscal year, expends a total amount of at least $750,000 in state funds awarded, Grantee must have a single audit or program-specific audit in accordance with TxGMS, State of Texas Single Audit Circular. The audit must be conducted by an independent certified public accountant and in accordance with 2 CFR 200 Government Auditing Standards, and TxGMS. For-profit Grantees whose expenditures meet or exceed the federal or state expenditure thresholds stated above shall follow the guidelines in 2 CFR 200 or TxGMS, as applicable, for their program-specific audits. Texas Health and Human Services Commission (HHSC) Single Audit Services will notify Grantee to complete the Single Audit Determination Form. If Grantee fails to complete the Single Audit Determination Form within 30 calendar days after notification by HHSC Single Audit Services to do so, then Grantee shall be subject to the DFPS sanctions and remedies for non-compliance with this Contract. Each Grantee that is required to obtain a single audit must competitively re-procure single audit services once every six years. Grantee shall procure audit services in compliance with this section and state procurement procedures as well as with the provisions of TxGMS.

I. SUBMISSION OF AUDIT.

Within 30 days after receipt of the independent certified public accountant's report or nine months after the end of the fiscal year, Grantee shall submit electronically one copy of the Single Audit or Program-Specific Audit to DFPS as directed in this Contract and another copy to: single_audit_report@hhsc.texas.gov.

J. INSURANCE.

For Grantees that are not governmental entities, the following apply:

1. Unless otherwise specified in this Contract, its Supplemental and Special Conditions or the solicitation that this Contract resulted from, Grantee will acquire and maintain, for the duration of this Contract, insurance coverage necessary to ensure proper fulfillment of this Contract and potential liabilities thereunder with financially sound and reputable insurers licensed by the Texas Department of Insurance and in the type and amount customarily carried within the industry or as determined by DFPS.
2. Grantee will provide evidence of insurance upon request by DFPS.
3. If any policy is determined by DFPS to be deficient and to not comply with the terms of this Contract, Grantee will secure such additional coverage as required by DFPS, law, or regulation.
4. If coverage expires during the term of this Contract, Grantee must produce renewal certificates for each type of coverage.

K. NONSUPPLANTING.

Grantee shall not use funds from this Contract to replace or substitute for existing funding from other sources but shall use funds from this Contract to supplement existing state or local funds currently available. Grantee shall make a good faith effort to maintain its current level of support. Grantee will be required to submit documentation substantiating that a reduction in state or local funding, if any, resulted for reasons other than receipt or expected receipt of funding under this Contract.

SECTION II
RECORDS– ACCESS, AUDIT, AND RETENTION

A. RECORDS RETENTION AND ACCESS.

1. Grantee will keep and maintain accurate and complete records necessary to determine compliance with this Contract and applicable laws.
2. Grantee will provide access to its records to DFPS, the Texas State Auditor’s Office (SAO), the federal government, and their authorized representatives.
3. Unless otherwise specified in this Contract, Grantee will maintain legible copies of Subcontracts under this Contract and all related documentation for a minimum of seven years after the termination of this Contract or seven years after the completion of any litigation or dispute involving the Contract, whichever is longer.

GRANTEE WILL NOT DISPOSE OF RECORDS BEFORE PROVIDING THE DFPS CONTRACT MANAGER WRITTEN NOTICE OF ITS INTENT TO DISPOSE OF RECORDS AND RECEIVING WRITTEN APPROVAL FROM THE DFPS CONTRACT MANAGER.

B. SAO AUDIT.

1. Grantee understands that acceptance of funds under this Contract or through a Subcontract acts as acceptance of the authority of the SAO, or any successor agency, to conduct an audit or investigation in connection with those funds.
2. Under the direction of the Legislative Audit Committee, an entity that is the subject of an SAO audit or investigation must provide the SAO access to any information that is considered relevant.
3. Grantee agrees to cooperate fully with the SAO, or its successor, in the conduct of the audit or investigation, including providing all records requested.
4. Grantee will ensure that this clause concerning the authority to audit funds received indirectly by Subgrantees related to this contract and the requirement to cooperate is included in any subcontracts it awards.

C. COMPLIANCE WITH AUDIT OR INSPECTION FINDINGS.

1. Grantee will implement all corrections necessary to address any finding of noncompliance with any law, regulation, audit requirement, accounting principle, or deficiency identified in any audit, review, or inspection of this Contract.
2. Any such correction will be at Grantee or its Subgrantee's sole expense.
3. Whether Grantee's action corrects the noncompliance will be solely the decision of DFPS.
4. Grantee must provide, at DFPS’s request, a copy of those portions of Grantee's and its Subgrantees' internal audit reports relating to this Contract.

D. CONFIDENTIAL INFORMATION.

1. Grantee agrees to only use DFPS confidential information for the purpose of this Contract and to comply with all applicable state and federal laws when it receives and stores DFPS confidential information, including but not limited to the following enumerated. This includes any communication or record regardless of form or format provided or made available through any means and includes records or information that identifies DFPS children or clients:
    a. Section 106 of the Child Abuse Prevention and Treatment Act, codified at 42 U.S.C. 5106a;
    b. Section 471 of Title IV-E of the Social Security Act, codified at 42 U.S.C. 671(a)(8), and related federal rules at 45 CFR 1355.30 and 45 CFR 205.50;
    c. Social Security Administration data, including without limitation Medicaid information (Social Security Act, 42 U.S.C. Chapter 7);

d. Family Educational Rights and Privacy Act, 20 U.S.C. §1232g; 34 CFR Part 99;
e. Protected health information, including electronic protected health information or unsecured protected health information under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), 42 U.S.C. Chapter 7, Subchapter XI, Part C; 45 CFR Parts 160 and 164;
f. Confidentiality of Alcohol and Drug Abuse Patient Records, 42 U.S.C. §290dd-2, 42 CFR Part 2;
g. Federal Tax Information, Internal Revenue Code, Title 26 of the United States Code including IRS Publication 1075;
h. The Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. §552a;
i. Personal identifying information defined by Texas Business and Commerce Code Chapter 521, and OMB Memorandum 07-16,
j. Safeguarding Against and Responding to the Breach of Personally Identifiable Information;
k. Texas Family Code §261.201 and related provisions in Chapters 261 and 264;
l. Texas Health and Safety Code §81.046 and Chapters 181 and 611;
m. Texas Human Resources Code §12.003, §40.005, and Chapter 48;
n. Texas Public Information Act, Texas Government Code Chapter 552;
o. 19 Texas Administrative Code Chapter 702 Subchapter F (Child Protective Services) and Chapter 705 Subchapter M (Adult Protective Services); and
p. Criminal History Record Information guidelines in the FBI's Criminal Justice Information Services (CJIS) Security Policy.

2. Grantee will notify DFPS immediately, but not later than 24 hours, after Grantee discovers any possible or actual unauthorized disclosure or breach of DFPS confidential information. Grantee will also fully cooperate with DFPS in investigating, mitigating, and issuing notifications for an unauthorized disclosure or breach as directed by DFPS.

3. Grantee will only disclose information according to applicable law and will notify DFPS as required by the applicable law when it makes a disclosure.

4. In the event the Grantee receives a request or demand for confidential information or records in connection with any discovery, investigative, civil, criminal, or other similar legal process, they will provide DFPS with written notice of this request or demand within two business days of receiving it.

E. PUBLIC INFORMATION ACT.

1. Information related to this Contract will be subject to the Public Information Act (PIA) found at Texas Government Code Chapter 552 and withheld from public disclosure or released only in accordance with the PIA.

2. In accordance with Section 2252.907 of the Texas Government Code, the Grantee is required to make any information created or exchanged with DFPS pursuant to the Contract, and not otherwise excepted from disclosure under the PIA, available in a format that is accessible by the public at no additional charge to DFPS.

SECTION III
OWNERSHIP AND INTELLECTUAL PROPERTY

A. OWNERSHIP.

DFPS owns all work produced by Grantee under this Contract.

B. INTELLECTUAL PROPERTY.

1. To the extent any services, deliverables, or work performed by Grantee results in the creation of intellectual property, all rights, title, and interest in and to such intellectual property will vest in DFPS upon creation and will be deemed to be a "work made for hire" and made in the course of the services rendered pursuant to this Contract.
2. To the extent that title to any such intellectual property will not by law vest in DFPS, or such intellectual property will not be considered a "work made for hire," Grantee hereby irrevocably assigns all rights, title, and interest therein to DFPS.
3. Grantee must give DFPS and the State of Texas, as well as any person designated by DFPS or the State of Texas, all assistance required to perfect the rights defined in this Section without any additional charge or expense beyond the stated amount payable to Grantee authorized under this Contract.

SECTION IV
NOTICE AND REPORTING

A. NOTICE OF LEGAL MATTER OR LITIGATION.

Grantee will notify their assigned DFPS Contract Manager of any litigation or legal matter related to or affecting this Contract within seven calendar days of Grantee becoming aware of the litigation or legal matter.

B. NOTICE OF CHANGE IN CONTACT PERSON OR KEY PERSONNEL OR MATTERS IMPACTING CONTRACT.

Grantee will notify their assigned DFPS Contract Manager within 10 days of any change to the Grantee's Contact Person or Key Personnel in the Contract or any matter impacting the Contract, which includes but is not limited to changes to Grantee's name or identity, ownership, control, or governing board membership, any problem or potential problem associated with its performance or services, or payee identification number.

C. COMPLAINT REPORTING.

Unless otherwise noted in this Contract, DFPS will contact the Grantee when it receives a complaint about the Grantee and advise the Grantee whether DFPS will conduct an investigation or will coordinate with the Grantee for an investigation. When DFPS requires the Grantee to conduct any part of the complaint investigation, Grantee must respond in writing to DFPS with all information and according to DFPS's requirements and specified time frames.

D. REPORTING ABUSE, NEGLECT, OR EXPLOITATION.

In addition to any other reporting requirement, Grantee will report any suspected case of abuse, neglect, or exploitation to the appropriate authority as required by the Texas Family Code Chapter 261. All reports must be made within 24 hours of the discovery of the suspected abuse, neglect, or exploitation to DFPS Statewide Intake by either phone at **1-800-252-5400** or online at https://www.txabusehotline.org/Login/Default.aspx.

E. REPORTING CRIMINAL CONDUCT

In addition to any other reporting requirement, if the Grantee, DFPS, or their employees become aware of either Grantee's, DFPS's or their employees' conduct against a person receiving DFPS's services that could constitute a criminal offense, they must report it to a local law enforcement agency no later than 48 hours after becoming aware of such criminal conduct.

SECTION V
AMENDMENT

A. BILATERAL AMENDMENT.

Except as provided for in the Unilateral Amendment section below, this Contract can only be changed by a Bilateral Amendment executed by both Parties.

B. UNILATERAL AMENDMENT.

A Unilateral Amendment will be effective on the date that is specified in it. DFPS has sole discretion to issue a Unilateral Amendment to modify a Contract's requirements, terms, or conditions as follows:

1. Correct an obvious clerical error;
2. Modify a Contract or Grant Number or Agency ID Number;
3. Incorporate new or revised state or federal laws, regulations, rules, or policies;
4. Comply with a court order or judgment;
5. Update service-level description or daily rates;
6. Update Grantee's name as recorded by the Secretary of State, as required by law, or as authorized by DFPS;
7. Change either Party's Contract or Grant Manager or contact information;
8. Change any recorded license number based on information obtained from the agency or entity issuing the license; and
9. For Open Enrollments only, add or delete a geographic service area, service delivery location, or service type as long as it is part of a current Open Enrollment.

SECTION VI
TERMINATION

A. TERMINATION FOR CONVENIENCE.

DFPS will terminate the Contract, in whole or in part, at any time when in its sole discretion, DFPS determines that termination is in the best interests of the

State of Texas. The termination will be effective on the date specified in DFPS's notice of termination.

B. TERMINATION FOR CAUSE.

1. If the Grantee fails to provide the services or goods required by this Contract or fails to comply with any terms or conditions of it, DFPS will terminate the Contract in whole or part.
2. In addition to any other remedy allowed by law, Grantee will be responsible to DFPS for all costs incurred by DFPS and the State of Texas to replace the Grantee. These costs include but are not limited to the costs of procuring a substitute Grantee and the cost of any claim or litigation that is reasonably attributable to Grantee's failure to provide services or goods.

C. EQUITABLE SETTLEMENT.

Any early termination under this Contract will be subject to the equitable settlement of the respective interests of the Parties up to the date of termination.

SECTION VII
GENERAL PROVISIONS

A. GOVERNING LAW AND VENUE.

This Contract and the rights and obligations of the Parties will be governed by and construed according to the laws of the State of Texas, exclusive of any conflicts of law provisions. Venue for any suit brought under this Contract will be in a court of competent jurisdiction in Travis County, Texas, unless DFPS elects otherwise. Grantee irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of forum non conveniens, which it will now or hereafter have to the bringing of any action or proceeding in such jurisdiction with respect to this Contract.

B. INDEMNITY.

THE FOLLOWING APPLIES TO GRANTEES THAT ARE NOT GOVERNMENTAL ENTITIES.

1. GRANTEE WILL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS AND ITS OFFICERS AND EMPLOYEES, AND DFPS AND ITS OFFICERS AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES, AND LIABILITIES, INCLUDING ATTORNEYS' FEES AND COURT COSTS, ARISING OUT OF OR RESULTING FROM:
   a. GRANTEE'S PERFORMANCE UNDER THE CONTRACT, INCLUDING ANY NEGLIGENT ACTS OR OMISSIONS OF GRANTEE, OR ANY AGENT, EMPLOYEE, SUBGRANTEE, OR SUPPLIER OF THE GRANTEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF THE GRANTEE, IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT;
   b. ANY BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, OR RULE OF CONTRACT BY

THE GRANTEE OR ANY AGENT, EMPLOYEE, SUBGRANTEE, OR SUPPLIER OF THE GRANTEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF THE GRANTEE, IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT;

c. EMPLOYMENT OR ALLEGED EMPLOYMENT DISCRIMINATION, INCLUDING CLAIMS OF DISCRIMINATION AGAINST GRANTEE, ITS OFFICERS, OR ITS AGENTS; OR

d. WORK UNDER THIS CONTRACT THAT INFRINGES OR MISAPPROPRIATES ANY RIGHT OF ANY THIRD PERSON OR ENTITY BASED ON COPYRIGHT, PATENT, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHTS.

2. NOTHING IN THIS CONTRACT WILL BE CONSTRUED AS A WAIVER OF DFPS'S SOVEREIGN IMMUNITY.

3. IF DFPS IS A NAMED DEFENDANT IN ANY SUIT INVOLVING THIS CONTRACT, THE DEFENSE WILL BE COORDINATED BY THE GRANTEE WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL. GRANTEE MAY NOT AGREE TO ANY SETTLEMENT REGARDING SUITS INVOLVING THIS CONTRACT IF DFPS IS A NAMED DEFENDANT WITHOUT FIRST OBTAINING THE CONCURRENCE OF THE TEXAS ATTORNEY GENERAL.

C. BACKGROUND HISTORY CHECKS AND RIGHT OF REMOVAL.

1. Before providing direct services or having direct client contact, or access to client records, the Grantee will submit information necessary for DFPS to conduct background checks on its employees, Subgrantees, or volunteers according to the DFPS Background Checks Handbook under the applicable policy section at http://www.dfps.texas.gov/handbooks/Background_Checks/default.asp, including any required disclosures. Furthermore, before the employee, Subgrantee, or volunteer can provide direct services, have direct contact, or access client records, the Grantee must receive notice from DFPS that the background check has been approved.

2. If while providing direct services or having direct client contact or access to client records, the Grantee becomes aware of any new arrest or investigation of abuse or neglect conducted by any federal, state, or local agency or board of an employee, Subgrantee, Subcontractor or volunteer, then the Grantee will notify DFPS within 10 business days of becoming aware of it. DFPS will determine if and when the employee, subgrantee, or volunteer can have direct contact with clients.

D. ASSIGNMENTS.

Grantee will not assign all or any portion of its rights under, interests in, or duties required under this Contract without prior written consent of DFPS. Any attempted assignment in violation of this Section is void and without effect. This Section will not prohibit collateral assignment of payments for the purpose of secured lending arrangements in the ordinary course of business.

Grantee agrees that DFPS may, in one or more transactions, assign, pledge, or transfer this Contract.

E. SEVERABILITY.

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract will be construed as if such provision did not exist, and the non-enforceability of such provision will not be held to render any other provisions of this Contract unenforceable.

F. SURVIVABILITY.

Termination or expiration of this Contract will not release either Party from any liabilities or obligations that the Parties have expressly agreed will survive any such termination or expiration, that remain to be performed, or that by their nature would be intended to be applicable following any such termination or expiration, including maintaining confidentiality of information and retaining records.

G. FORCE MAJEURE.

Except with respect to the obligation of payments under this Contract, if either of the Parties after a good faith effort is prevented from complying with any express or implied covenant of this Contract by reason of war, terrorism, rebellion, riots, strikes, acts of God, any valid order, rule, or regulation of any governmental authority, or similar events that are beyond the control of the affected Party (collectively referred to as force majeure events), then while so prevented, the affected Party's obligation to comply with such covenant will be suspended, and the affected Party will not be liable for damages for failure to comply with such covenant. In any such event, the Party claiming force majeure will promptly notify the other Party of the force majeure event in writing of the reason for such delay, estimated duration of the delay, and the steps taken to minimize the delay.

H. AUTHORITY OF DFPS STAFF.

DFPS staff are not authorized to sign non-DFPS forms unless DFPS has given prior approval to those forms. DFPS is not bound to the terms of any forms signed by unauthorized staff.

I. DISPUTE RESOLUTION.

For Grantees that are not governmental entities, the Parties will use the dispute resolution process in Texas Government Code Chapter 2260 to resolve any dispute that arises under this Contract. Grantee's Notice of Claim of Breach of Contract is delivered to their DFPS Contract Manager in their Contract and to the DFPS Office of General Counsel at the address listed below, by hand, certified mail return receipt requested, or other verifiable delivery service, and is effective on date received.

Office of General Counsel Physical Address
4900 N. Lamar Blvd.
Austin, TX 78751

Mailing Address
P.O. Box 149030
Austin, TX 78714-9030
Mail Code: E611

J. WAIVER.

DFPS's failure to enforce any provision of this Contract or its payment for services or goods provided under this Contract will not constitute a waiver of any provision of the Contract.

K. CIVIL RIGHTS.

1. Grantee agrees to comply with state and federal anti-discrimination laws, including:
   a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.);
   b. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
   c. Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.);
   d. Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);
   e. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
   f. Food and Nutrition Act of 2008 (7 U.S.C. §2011 et seq.); and
   g. DFPS's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Contract.

2. Grantee agrees to comply with all amendments to these laws and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States will on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion be excluded from participation in or denied any service or other benefit provided by federal or state funding or otherwise be subjected to discrimination.

3. Grantee agrees to comply with Title VI of the Civil Rights Act of 1964 and its implementing regulations found at 45 CFR Part 80 or 7 CFR Part 15 that prohibit a Grantee from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. Civil rights laws require Grantees to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Grantee agrees to take reasonable steps to provide services and information, orally, in writing, and electronically, in appropriate languages other than English to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to government-funded programs, benefits, and activities.

4. Grantee agrees to post applicable civil rights posters in areas open to the public informing clients of their civil rights and including contact information for the HHSC Civil Rights Office. The posters are available on the HHSC

website at https://www.hhs.texas.gov/about/your-rights/civil-rights-office/civil-rights-posters.

5. Grantee agrees to comply with Executive Orders 13279 and 13559 and their implementing regulations at 45 CFR Part 87 or 7 CFR Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services will not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief. Grantee must provide written notice to beneficiaries of these rights.
6. Upon request, Grantee will provide the HHSC Civil Rights Office with copies of the Grantee's civil rights policies and procedures.
7. Grantee must notify HHSC's Civil Rights Office of any civil rights complaints received relating to its performance under this Contract. This notice must be delivered no more than 10 calendar days after receipt of a complaint. This notice must be directed to:

HHSC Civil Rights Office
North Austin Complex
4601 W. Guadalupe Street, Mail Code W206
Austin, TX 78751

Phone Toll Free: (888) 388-6332
Phone: (512) 438-4313
TTY Toll Free: (877) 432-7232
Fax: (512) 438-5885

L. PERMIT AND LICENSE.

Grantee will be responsible at its expense for obtaining all permits and licenses required by city, county, state or federal rules, regulations, or laws necessary or required for the Grantee to provide services or goods under this Contract.

M. WARRANTY.

Grantee warrants that all services, deliverables, and work done under this Contract will be completed in a manner consistent with generally accepted standards in the applicable trade, profession, or industry; conform to or exceed the specifications set forth in the Contract; be fit for ordinary use and of good quality; and contain no material defects.

N. E-VERIFY/EMPLOYEE ELIGIBILITY.

By entering into this Contract, Grantee certifies and ensures that it utilizes and will continue to utilize, for the term of this Contract, the U.S. Department of Homeland Security's e-Verify system to determine the eligibility of all persons employed during the Contract term to perform duties within Texas and all persons (including Subgrantees) the Grantee assigns to perform services, deliverables, and work pursuant to the Contract.

O. REPORT OF WASTE, FRAUD, OR ABUSE.

Grantees who suspect fraud, waste, or abuse (including employee misconduct that would constitute fraud, waste, or abuse) are required to immediately contact both the Texas HHSC Office of the Inspector General at 1-800-436-6184 and the Texas State Auditor's Office at https://sao.fraud.texas.gov/ReportFraud/.

P. STANDARDS OF SERVICE DELIVERY.

1. Grantee will make reasonable efforts to provide services that take into consideration the intellectual functioning, literacy, level of education, and comprehension ability of each DFPS Child or Client in order to present information in a way that meets their individual needs.
2. Grantee will provide services in the language that will best meet the Child or Client's needs either directly by Grantee or a DFPS approved translator.

Q. PUBLICITY.

1. Unless prior written authorization is given by DFPS, Grantee must not use the name of, or directly or indirectly refer to DFPS in any media release, public announcement, or public disclosure relating to the Contract or its subject matter, including in any promotional or marketing materials, customer lists, or business presentations.
2. Grantee will publish, at its sole expense, results of Grantee performance under the Contract with DFPS's prior review and written approval, which DFPS will withhold at its sole discretion. Grantee will acknowledge the support received in all format types (written, visual, and audio) from DFPS and the Federal Agency, as applicable.

R. LIMITATION OF DFPS NAME, SEAL, OR LOGO.

1. Grantee will not use the DFPS name, seal, or logo in any form or manner without the prior written approval of DFPS.
2. Grantee will not use the DFPS name, seal, or logo to imply any DFPS endorsement, approval, or sponsorship of Grantee's goods or services.

S. SUBCONTRACTING AND SUBAWARDING.

As applicable under the Contract, Grantee will comply with the following:

1. Grantee will be responsible to DFPS for all Subcontractors' and Subgrantees' performance under this Contract. Subcontractors and Subgrantees providing services under the Contract will meet the same requirements and level of experience as required of Grantee.
2. No Subcontract or Subaward under the Contract will relieve Grantee of responsibility for ensuring the requested services are provided.
3. Grantee cannot subcontract or subaward case management services without prior written DFPS permission.
4. Grantees planning to subcontract or subaward all or a portion of the work to be performed will identify the proposed Subcontractors and Subgrantees.
5. Subcontracting and Subawarding will be solely at Grantee's expense.

6. DFPS retains the right to check Subcontractors' and Subgrantees' backgrounds and to approve or reject the use of submitted Subcontractors and Subgrantees.
7. Grantee will be the sole contact for DFPS, and Grantee will list a designated point of contact for all DFPS inquiries.
8. Grantee will include a term in all subcontracts and subawards that incorporates this Contract by reference and binds Subcontractors and Subgrantees to all the requirements, terms, and conditions of this Contract related to the service being provided by the Subcontractor and Subgrantee as well as explicitly hold that this Contract controls in the event of any conflict with Subcontractor. DFPS approval of Grantee's use of any Subcontractor and Subgrantee is conditioned upon the extent that any subcontract and subaward does not conflict with any requirements of the Contract between DFPS and Grantee.

T. INFORMATION SECURITY AND CYBERSECURITY TRAINING REQUIREMENTS.

As applicable to this Contract, the Grantee must comply with DFPS's Data and System Security Requirements at http://www.dfps.texas.gov/Doing_Business/documents/Contractor_Data_and_System_Security_Requirements.pdf and agrees to periodically check for, and comply with, any updates made to this document.

U. REMOVAL OF ACCESS.

Grantee will immediately remove access capabilities to any DFPS automated/internet-based applications, or immediately notify DFPS that access to such applications needs to be terminated for any employee, Subcontractor, Subawardee, or volunteer whose employment, subcontract, or volunteer term with Grantee has ended for any reason.

V. BUSINESS CONTINUITY AND DISASTER RECOVERY PLANS.

Upon request from DFPS, Grantee will provide copies of its most recent business continuity and disaster recovery plans.

W. UNIFORM ACCESSIBILITY REQUIREMENTS.

As applicable to this Contract, the Grantee must comply with DFPS's Uniform Accessibility Requirements at http://www.dfps.texas.gov/Doing_Business/documents/DFPS-Uniform-Accessibility-Requirements-Section508-WCAG2.0.pdf and agrees to periodically check for, and comply with, any updated requirements made to this document.

X. MILITARY INFORMED CARE OR CULTURAL COMPETENCY TRAINING.

In accordance with Texas Government Code §434.352(e), if the Grantee is awarded a grant from DFPS to provide mental health services to veterans or veterans' families, the Grantee is required to:

1. Have a prior history of successful execution of a grant from DFPS;
2. Provide personnel who provide mental health services to veterans or

veterans' families with military informed care or military cultural competency training; or

3. Require personnel who provide mental health services to veterans or veterans' families to complete military competency training provided by any of the following:
    a. Texas Veterans Commission;
    b. HHSC;
    c. Military Veteran Peer Network;
    d. Substance Abuse and Mental Health Services Administration;
    e. United States Department of Defense;
    f. United States Department of Veterans Affairs; or
    g. Nonprofit organization that is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, by being listed as an exempt entity under Section 501(c)(3) of that code, with experience in providing training or technical assistance to entities that provide mental health services to veterans or veterans' families.

SECTION VIII
CERTIFICATIONS AND AFFIRMATIONS

As applicable to this Contract, Grantee certifies and affirms by entering into this Contract that these certifications and affirmations apply to Grantee and all of Grantee's principals, officers, directors, shareholders, partners, owners, agents, employees, Subgrantees, independent contractors, and any other representatives who will provide services under or who have a financial or other interest in this Contract.

A. Dealing with Public Servants. Grantee has not given or offered to give and does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Contract.

B. Prior Disaster Relief Contract Violation. Under Texas Government Code §2155.004 (regarding the prohibition of certain financial participation by persons) and §2155.006 and §2261.053 (both relating to ability to receive this Contract, and convictions or penalties regarding Hurricane Rita, Hurricane Katrina, or other disasters), Grantee acknowledges that it is not ineligible to receive this Contract and that this Contract will be terminated and payment withheld if this certification is found to be inaccurate.

C. Child Support Affirmation Obligation. Under Texas Family Code §231.006 (relating to delinquent child support), Grantee acknowledges that it is not ineligible to receive the specified Grant, loan, or payment and acknowledges that this Contract will be terminated and payment will be withheld if this certification is found to be inaccurate.

D. Suspension and Debarment. Grantee is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency under the regulations implementing Executive Order 12549 and Executive Order 12689, 2 CFR Part 376 Debarment and Suspension and any relevant regulations promulgated by the department or agency funding this project. Grantee agrees

that this provision will be included in its entirety in Grantee's subcontracts if payment in whole or in part is from federal funds. Furthermore, Grantee acknowledges that it has not been subjected to suspension, debarment, or similar ineligibility determined by any state or local governmental entity.

E. Excluded Parties. Grantee is not listed on the federal government's terrorism watch list described in Executive Order 13224. Entities ineligible for federal procurement or award are listed at https://sam.gov/search/?index. This Contract will be terminated, and payment withheld if this certification is inaccurate. Grantee must include this provision in its entirety in Grantee's Contracts, subawards, and subcontracts.

F. Executive Head of a State Agency Affirmation. Under Texas Government Code §669.003 (relating to contracting with the executive head of a state agency), Grantee acknowledges that it is not the executive head of DFPS, was not at any time during the past four years the executive head of DFPS and does not employ a current or former executive head of DFPS.

G. Franchise Tax Status. Grantee acknowledges that it is not currently delinquent in the payment of any franchise taxes owed to the State of Texas under Texas Tax Code Chapter 171.

H. Lobbying Prohibition. Payments to Grantee and Grantee's receipt of appropriated or other funds under this Contract are not prohibited by Texas Government Code §556.005, §556.0055, or §556.008 (relating to use of appropriated money or state funds to employ or pay lobbyists, lobbying expenses, or influence legislation).

I. Buy Texas Affirmation. If this Contract is for services, the Grantee will comply with Texas Government Code §2155.4441 for the purchase of products and materials produced in the State of Texas. However, this §2155.4441 is not applicable to Contracts or Contracts with federal funding that further prohibits the use of geographic preferences.

J. Antitrust Affirmation. Grantee has not violated state or federal antitrust laws and has not communicated its bid for this Contract directly or indirectly to any competitor or any other person engaged in such line of business. Grantee hereby assigns to DFPS any claims for overcharges associated with this Contract under 15 U.S.C.§1, et seq., and Texas Business and Commerce Code §15.01, et seq.

K. Entities that Boycott Israel. If the Grantee is a "Company" under Texas Government Code §808.001, at the time of executing this Contract, the Grantee is certifying that it does not boycott Israel and will not boycott Israel during the term of this Contract.

L. Human Trafficking Prohibition. Under Texas Government Code §2155.0061, Grantee certifies that it is not ineligible to receive this Grant and acknowledges that this Contract may be terminated, and payment withheld if it is found that during the five-year period preceding the date of this Contract, the Grantee was convicted of any offense related to the direct support or promotion of human trafficking.

M. Foreign Terrorist Organizations. Under Texas Government Code §2252.152, the Grantee warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization.

N. Contracting Information Responsibilities. The requirements of Texas

Government Code 552, Subchapter J may apply to this Contract, and the Grantee agrees that this Contract can be terminated if the Grantee knowingly or intentionally fails to comply with a requirement of this Subchapter.

O. COVID-19 Vaccine Documentation. Grantee represents and warrants that it is in compliance with Section 161.0085(c) of the Texas Health and Safety Code and is eligible pursuant to that section to receive a grant or enter into a contract with DFPS payable with state funds.

P. Firearm and Ammunition Industries Discrimination Prohibition. For Contracts entered into on or after September 1, 2021, if Grantee is a Company under Texas Government Code § 2274.002 at the time of executing this Contract, Grantee certifies that it is exempt under that section, or it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the Contract against a firearm entity or firearm trade association.

Q. Abortion Provider and Affiliate Transactions Prohibited. Grantee certifies that this Contract is not a taxpayer resource transaction prohibited by Texas Government Code §2273.003 made by DFPS to the Grantee and Grantee's Receipt of appropriated funds under this Contract are not prohibited by Article IX, Section 6.24 of the General Appropriations Act.

R. Foreign Adversary Ownership Prohibited. By entering into this Contract, Grantee certifies and ensures that for the term of this Contract, Grantee is not and, if applicable, any of its holding companies or subsidiaries, is not:

1. Listed in Section 889 of the 2019 National Defense Authorization Act (NDAA);

2. Listed in Section 1260H of the 2021 NDAA;

3. Owned by the government of a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R. § 791.4; or

4. Controlled by any governing or regulatory body located in a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R. § 791.4.

ATTACHMENT D
DFPS GRANT SUPPLEMENTAL & SPECIAL CONDITIONS

SECTION I
SUPPLEMENTAL CONDITIONS

The DFPS Uniform Terms and Conditions are modified for this Contract as follows.

A. Section II (D) is modified by adding the following language as Subsection 5:

5. The County may, without prior DFPS approval, provide access to records and/or information concerning children receiving services under this Contract by the DFPS to properly identified individuals appointed by a court of competent jurisdiction that are volunteers or employees of Court Appointed Special Advocates (CASA), guardians ad litem, and/or attorneys ad litem in accordance with Texas Family Code Section 107.006. In order to confirm that an individual who is accessing records and information is appointed by a court of competent jurisdiction, the County should:
   a. If such individual is an employee of the CASA, guardian ad litem, or attorney ad litem, review for a valid court order;
   b. If such individual is a CASA volunteer, review for a valid court order and a notification letter of volunteer assignment and acceptance, that clarifies the individual's appointment to the child for whom records or information is sought; or
   c. If County cannot readily determine the identity or authority of an individual appointed by a court of competent jurisdiction, then County should obtain written approval from DFPS prior to granting access to records or information.

B. Section VII (C) is deleted from the DFPS Uniform Terms and Conditions.

SECTION II
SPECIAL CONDITIONS

In addition to the DFPS Grant Uniform Terms and Conditions, the Grantee agrees to comply with the following DFPS Grant Special Conditions.

A. PAYMENTS UNDER STATE PLANS APPROVED UNDER TITLE IV-E AND TANF.

As applicable, Grantees must seek payment or adjustment to payments in accordance with the time limit specified in 45 Code of Federal Regulations (CFR) 95.1 that provides a two-year (eight quarter) time limit for a State to claim Federal financial participation in expenditures under State plans approved under Title IV-E and Temporary Assistance for Needy Families (TANF).

Any invoice or amended invoice, that is submitted to DFPS later than seven quarters after the end of the quarter of the expense will not be processed unless DFPS determines that submission for payment of the bill to the federal government can be executed within the time limits provided in the CFR.

B. REPORTING ABUSE, NEGLECT, OR EXPLOITATION.

Grantee will report any suspected case of abuse, neglect, or exploitation to the appropriate authority as required by the Texas Family Code Chapter 261. All reports must be made within 24 hours of the discovery of the suspected abuse, neglect, or exploitation.

C. SUBCONTRACTING.

As applicable under the Contract, Grantee will comply with the following.

1. Grantee will be responsible to DFPS for any subgrantee's performance under this Contract. Subgrantees providing services under the Contract will meet the same requirements and level of experience as required of Grantee.
2. No subcontract under the Contract will relieve Grantee of responsibility for ensuring the requested services are provided.
3. Grantees planning to subcontract all, or a portion, of the work to be performed will identify the proposed subgrantees.
4. Subcontracting will be solely at Grantee’s expense.
5. DFPS retains the right to check subgrantee’s background and approve or reject the use of submitted subgrantees.

6. Grantee will be the sole contact for DFPS and Grantee will list a designated point of contact for all DFPS inquiries.
7. Grantee will include a term in all subcontracts that incorporates this Contract by reference and binds subgrantees to all the requirements, terms, and conditions of this Contract related to the service being provided by the subgrantee, as well as explicitly hold that this Contract controls in the event of any conflict with subcontract. DFPS approval of Grantee's use of any subgrantee is conditioned upon the extent that any subcontract does not conflict with any requirements of the Contract between DFPS and Grantee.
8. Payments to subgrantees will be made pursuant to the Texas Prompt Payment Act (Texas Government Code Chapter 2251).

D. INFORMATION SECURITY REQUIREMENTS.

Grantee must comply with the following:

1. The DFPS IT Security Policy located at: http://www.dfps.texas.gov/Doing_Business/documents/Contractor_Data_and_System_Security_Requirements.pdf
2. Upon reasonable notice, Grantee must provide, and cause its subgrantees and agents to provide, DFPS or its designee, prompt, reasonable, and adequate access to any information security records, books, documents, and papers that are directly pertinent to the performance of the Contract including, but not limited to:
   a. Grantee information security policies, procedures, standards, guidelines;
   b. Grantee security violation reports;
   c. Grantee employee security acknowledgement agreements; and
   d. Lists of Grantee's employees, subgrantees, and agents with authorized access to DFPS confidential information.
3. The information in Subsection 2 above is subject to DFPS' review and approval. Neither DFPS' review or approval, nor its failure to review or approve, will relieve, waive, or satisfy any of Grantee's obligations under this Contract.
4. Grantee will provide, and will cause its subgrantees and agents to provide, to DFPS, upon reasonable notice, written certifications of compliance with controls and provisions relating to information security, including but not limited to, those related to confidential data transfers and the handling and disposal of Personally Identifiable Information (PII). Acceptable forms of written compliance may be, but are not limited to:
   a. The American Institute of Certified Public Accountants' Statement on Standards of Attestation Engagements 18 ("SSAE 18") or similar subsequent report;

b. General Security Controls Audit;
c. Application Controls Audit;
d. Vulnerability Assessment; and
e. Network/Systems Penetration Test.

E. REMOVAL OF ACCESS.

Grantee will immediately remove access capabilities to any DFPS automated/internet-based application(s), or immediately notify DFPS that access to such applications needs to be terminated for an employee, subgrantee, or volunteer whose employment, subcontract, or volunteer term with Grantee has ended for any reason.

OMB Number: 4040-0007
Expiration Date: 02/28/2022

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C.§§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U. S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION	DATE SUBMITTED

Commissioners Court - Regular Session **33.**

Meeting Date: 03/11/2025

BA Juvenile Donation Rev 03-11-25

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

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

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

Background

Impact Counseling Services generously donated $3,968.30 to Williamson County Juvenile Services for supplies for the 2025 annual Mental Health in Schools Conference.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.367400	Donations	$3 968.30

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/05/2025 03:01 PM
Form Started By: Ganae Hempe		Started On: 03/04/2025 09:23 AM
Final Approval Date: 03/05/2025		

Commissioners Court - Regular Session **34.**

Meeting Date: 03/11/2025

BA Juvenile Donation Exp 03-11-25

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

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

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

Background

Impact Counseling Services generously donated $3,968.30 to Williamson County Juvenile Services for supplies for the 2025 annual Mental Health in Schools Conference.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0576.003670	Use of Donations	S3,968.30

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/05/2025 03:01 PM
Form Started By: Ganae Hempe		Started On: 03/04/2025 09:28 AM
Final Approval Date: 03/05/2025		

Commissioners Court - Regular Session **35.**

Meeting Date: 03/11/2025

Urban Area Security Initiative Federal Fiscal Year 2025-LETPA Projects for County Sheriff

Submitted For: Matthew Lindemann **Submitted By:** Starla Hall, Sheriff

Department: Sheriff

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action authorizing the Williamson County Sheriff's Office to apply for funding through the Urban Area Security Initiative Federal Fiscal Year 2025-LETPA Projects (UASI-L) grant.

Background

The Sheriff's Office is seeking approval to apply for $139,055.00 through the Urban Area Security Initiative Federal Fiscal Year 2025-LETPA Projects (UASI-L) grant. Funds awarded will be used to purchase night vision goggles for the SWAT unit. This grant requires no match. A resolution is required.

Staff recommend the following action: Approve the Sheriff's Office to apply for the UASI-L grant and authorize appropriate County department personnel to complete documentation relevant to the implementation of the grant.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Grants Management Request Questionnaire

Resolution

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/06/2025 05:16 PM
Form Started By: Starla Hall		Started On: 03/05/2025 09:19 PM
Final Approval Date: 03/06/2025		

Grant Title/Project Name:	Night Vision
Department:	Sheriff's Office
Requestor:	Dana Foster
Contact Email:	dfoster@wilco.org
Contact Phone Number:	512-943-1168
Start Date:	10/1/2025
End Date:	9/30/2026
Please select request category:	Asset
Describe the purpose of the grant in detail to include all requirements.	Purchase 13 night vision goggle sets for SWAT team use.
Select the type of grant your department is applying for:	State
What is the amount of the grant?	$139,055.00
Please provide a breakdown of the total cost above.	13 night vision goggles - $130,000; 26 black out training filters - $1,690; 13 breakaway base/magnet - $7,215. Total of $139,055.
Is there a match requirement?	No
What is the source of the match?	
Does the grant cover the cost of the request 100%?	Yes
If not, how much is left unpaid?	
What is the plan to obtain grants/funds for the remaining amount?	
List other similar assets in the County and/or region and if they are available for use?	We are in the process of purchasing goggles for part of the SWAT unit through the FY2024 version of this grant. The items requested with this grant will provide the remaining googles. There are no comparable items available to the SWAT unit.
How is this asset request different from any similar assets currently in the County and/or region?	NA
What types of events/purpose would this asset be used for that cannot be accomplished with a current County asset?	These would be used for high-risk, nighttime operations.
How often do these events occur?	Approximately 38 per year
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?	N/A
Where will the asset be stored?	Each SWAT member will be issued a set.
What is the useful life of the asset?	Approximately 10 years.

Will a replacement be requested from general funds when useful life has been exhausted?	No
Will other agencies be billed for the use of this asset (e.g. vendors paid, employee worked hours and paid, inventory costs etc.)?	NA
Does this asset require insurance coverage?	No
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.	No
How will this asset be funded when the grant ends?	Grants will be pursued. If funds are not awarded, replacements will be sought through the normal budget process.
What is the impact if the grant is not received?	Without the use of night vision during nighttime operations, there is lower effectiveness and a higher risk to law enforcement and the public.
New Personnel position is:	
Where will this position office?	
Who will this position report to?	
What tasks will this position perform? Include the five primary functions and the percentage of time spent to be spent on each function.	
Will this position take over tasks from current County employee?	
If yes, please explain the impact to current employee.	
How will this position be funded when the grant ends?	
Does this position or a similar position currently exist within the department?	
If “yes” how many of these similar positions exist	
Describe any alternatives considered to achieve desired outcome in lieu of a position (i.e. equipment, software, technology or change in business practice).	
Describe how workload will be accomplished/re-allocated should grant not be approved.	
List other similar items in the County and/or region and if they are available for use?	
How is this item request different from any similar assets currently in the County and/or region?	
What types of events/purpose would this item be used for that cannot be accomplished with a current County asset?	

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?	
What is the useful life of the item?	
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?	
How will this item be funded when the grant ends?	
What is the overall budgetary impact? (i.e. revenue generation, expense reduction, etc.)	NA
Please identify any additional equipment needed/required (now or in the future) should the grant/asset is awarded.	NA
What is the cost and frequency to maintain/update the additional equipment?	NA
What is the impact of this grant application on other internal/county departments?	Required reporting and tracking of finances traditionally needed for grants.
If yes, what is the estimate of that license fee?	
If yes, what is the estimate of insurance coverage?	
Will a replacement be requested from general funds when useful life has been exhausted? (OR)	
If yes, how much is the match amount?	
Please identify any known decrease in funding at this time.	NA
Is this a new program to your department/office?	Yes
Please provide data points to be collected to show program success	Data collected will include the number of night vision goggles ordered, received, the number of people they are issued to, and trained in the use of them.
Please show historical data points or performance measures, statistics, services provided, etc. or any/all updates for re-application	
ID	125
Version	2.0
Attachments	False
Created	3/20/2024 11:21 AM

Created By	Dana Foster
Modified	3/4/2025 1:30 PM
Modified By	Dana Foster

IN THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS

WHEREAS, The Williamson County Commissioners Court finds it in the best interest of the citizens of Williamson County, that the Night Vision program be operated for the fiscal year 2026; and

WHEREAS, Williamson County Commissioners Court agrees to provide applicable matching funds for the said project as required by the Homeland Security Grant Program grant application; and

WHEREAS, Williamson County Commissioners Court agrees that in the event of loss or misuse of the Office of the Governor funds, Williamson County Commissioners Court assures that the funds will be returned to the Office of the Governor in full.

WHEREAS, Williamson County Commissioners Court designates the Williamson County Judge as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that Williamson County Commissioners Court approves submission of the grant application for the Night Vision program to the Office of the Governor.

Passed by Commissioners Court, Signed, and Resolved on this 11th of March 2025.

_____

Williamson County Judge

On behalf of the Williamson County Commissioners Court Members

Grant: 5241902

Commissioners Court - Regular Session **36.**

Meeting Date: 03/11/2025

LESO State Plan of Operation Agreement for County Sheriff

Submitted For: Matthew Lindemann **Submitted By:** Starla Hall, Sheriff

Department: Sheriff

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an updated State Plan of Operation (SPO) Agreement between the State of Texas and the Williamson County Sheriff's Office with respect to excess Department of Defense (DOD) personal property transferred pursuant to 10 U.S.C. 257a.

Background

The Williamson County Sheriff's Office has been participating in this program with the Federal Government for a number of years and must provide a signed agreement to show Sheriff Matthew Lindemann as the current Chief Law Enforcement Official (CLEO). On January 28th (Item #54) the Commissioners Court approved the State Plan of Operation application. This agreement will also need to be signed. The agreement promotes the efficient and expeditious transfer of property and to ensure accountability of the same. The Governor of the State of Texas has appointed the Texas Department of Public Safety to conduct management and oversight of this program. All funding and staffing will be provided by the Texas Department of Public Safety. Requested property will be used in the counter-drug, counter-terrorism, disaster-related emergency preparedness or border security activities.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

State Plan of Operation (LESO)

LESO Application

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	03/06/2025 01:22 PM
County Judge Exec Asst.	Andrea Schiele	03/06/2025 05:16 PM
Form Started By: Starla Hall		Started On: 03/06/2025 11:30 AM
Final Approval Date: 03/06/2025		

State Plan of Operation (SPO) between:

The State of TEXAS and the

(State/United States Territory)

Williamson County Sheriff's Office

Law Enforcement Agency (LEA)

1) PURPOSE This State Plan of Operation (SPO) is entered into between the State/United States (U.S.) Territory and Law Enforcement Agency (as identified above), to set forth the terms and conditions which will be binding on the parties with respect to Department of Defense (DoD) excess personal property conditionally transferred pursuant to 10 USC § 2576a, in order to promote the efficient, expeditious transfer of property and to ensure accountability of the same.

2) AUTHORITY The Secretary of Defense (SECDEF) is authorized by 10 USC § 2576a to transfer to Federal and State Law Enforcement Agencies (LEAs), personal property that is excess to the needs of the DoD, including small arms and ammunition, that the Secretary determines is suitable to be used by such agencies in law enforcement activities, with preferences for counter-drug/counter-terrorism, disaster-related emergency preparedness or border security activities, under such terms prescribed by the Secretary. The SECDEF has delegated program management authority to the DLA. The DLA Disp Svcs LESO administers the program in accordance with (IAW) 10 USC § 2576a, 10 USC § 280, DoDM 4160.21 and DLAI 4140.11. The DLA defines "law enforcement activities" as activities performed by governmental agencies whose primary function is the enforcement of applicable federal, State, and local laws and whose compensated law enforcement officers have powers of arrest and apprehension.

3) GENERAL TERMS AND CONDITIONS "DoD excess personal property" also known as "items", "equipment", "program property", or "property". "DLA Disposition Services Law Enforcement Support Office" also known as "1033 Program", "LESO Program", "the program", or "LESO". "State or U.S. Territory" also known as "the State", "State Coordinator (SC)", "State Point of Contact (SPOC)", or "SC/SPOC". "Law Enforcement Activities" also known as "agencies in law enforcement activities", "Law Enforcement Agency (LEA)", "program participant", or "State/LEA".

a) Property made available under this agreement is not for personal use and is for the use of authorized program participants only. All requests for property shall be based on bona fide law enforcement requirements. Authorized participants who receive property from the program will not loan, donate, or otherwise provide property to other groups or entities (i.e., public works, county garage, schools, etc.) that are not otherwise authorized to participate in the program. Property will not be obtained by program participants for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan. To receive such property, on an annual basis the LEA shall certify that they have:

i) Obtained authorization of the relevant local governing body authority (i.e., city council, mayor, etc.).

ii) Adopted publicly available protocols for the appropriate use of controlled property, the supervision, and the evaluation of the effectiveness of such use, including auditing and accountability policies.

iii) Annual training in place and provides it to relevant personnel on the maintenance, sustainment, and appropriate use of controlled property, including respect for the rights of citizens under the Constitution of the U.S. and de-escalation of force.

b) All costs associated with the transportation, turn-in, transfer, repair, maintenance, insurance, disposal, repossession or other expenses related to property are the sole responsibility of the State/LEA. The State/LEA shall also be responsible to reimburse the U.S Government (USG) for costs incurred in retrieving and/or repossessing property impermissibly transferred by the State/LEA to unauthorized participants.

c) The State/LEA will maintain and enforce regulations designed to impose adequate security and accountability measures for controlled property to mitigate the risk of loss or theft of property. Program participants shall implement controls to ensure property made available under this agreement is used for official law enforcement use only. The State/LEA shall take appropriate administrative and/or disciplinary action against individuals that violate provisions of the Memorandum of Agreement (MOA) between the Federal Government and the State/U.S. Territory and/or this SPO, including unauthorized use of property.

d) All property transferred to the State/LEA via the program is on an as-is, where-is basis.

e) LESO reserves the right to recall property issued to a State/LEA at any time.

f) General use of definitions/terms:

i) Demilitarization (DEMIL code)-a code assigned to DoD property that indicates the degree of required physical destruction, identifies items requiring specialized capabilities or procedures, and identifies items which do not require DEMIL but may require Trade Security Controls (TSC). Program participants are not authorized to conduct physical demilitarization of property.

ii) "Controlled property"-items with a DEMIL code of B, C, D, E, F, G, and Q (with an Integrity Code of "3". Title and ownership of controlled property remains with the DoD in perpetuity and will not be relinquished to the State/LEA. When a State/LEA no longer has a legitimate law enforcement use for controlled property, they shall notify the LESO, and the property will be transferred to another program participating State/LEA (via standard transfer process) or returned to DLA Disp Svcs for disposition.

iii) "Non-controlled" property"-items with a DEMIL code of A or Q (with an Integrity Code of "6"). These items are conditionally transferred to the State/LEA and will remain on State/LEA accountable inventory for one year from the ship date. However, after one year from the ship date, DLA will relinquish ownership and title for the property to the State/LEA without issuance of further documentation. During this one year period, the State/LEA remains responsible for the accountability and physical control of the property and the LESO retains the right to recall the property. Participants should return any property in this one year period that becomes excess to their needs or they otherwise determine is not serviceable.

(1) The LEA receives title and ownership of DEMIL "A" and "Q6" property as governmental entities. Title and ownership of this property does not pass from DoD to any private individual or State/LEA official in their private capacity. Such property shall be maintained and ultimately disposed of IAW provisions in State and local laws that govern public property.

(2) Sales/gifting of DEMIL"A" and "Q6" property after one year from the ship date inconsistent with State/local law may constitute grounds to deny future participation in the program.

(3) After one year from ship date, DEMIL "A" and "Q6" property may be transferred, cannibalized for usable parts, sold, donated, or scrapped.

(4) Once the property is no longer on the LEA accountable inventory, the property is no longer subject to the annual physical inventory requirements and will not be inventoried during a LESO Program Compliance Review (PCR).

g) All physical transfers of property require LESO approval. Program participants will not physically transfer property until the LESO approval process is complete. Program participants may request their SC/SPOC approval to temporarily conditionally loan property to another program participant (if mission requires). If the SC/SPOC approves the temporary conditional loan, it shall be done using an acceptable Equipment Custody Receipt (ECR). At the end of the temporary conditional loan, the item (s) shall be returned to the original LEA for accountability. All requests for conditional loans will be based on bona fide law enforcement requirements.

h) The program may authorize digital signatures on required program documentation.

i) The State/LEA is not required to maintain insurance on controlled property, aircraft or other property with special handling requirements that remain titled to DoD. However, the State/LEA will be advised that if they elect to carry insurance and the insured property is on the program inventory at the time of loss or damage, the recipient will submit a check made payable to DLA for insurance proceeds received in excess of their actual costs of acquiring and rehabilitating the property prior to its loss, damage, or destruction.

4) STATE PLAN OF OPERATION The State shall:

a) Assist in training LEAs with enrollment, property requests, transfers, turn-ins, and disposal procedures.

b) Adhere to the requirements outlined in the MOA between the Federal Government and the State/U.S. Territory and ensure MOA amendments or modifications are incorporated into this SPO and program participants are notified and acknowledge responsibility to comply with changes.

c) Submit a SPO to LESO that shall address procedures for determining LEA eligibility, allocation, equitable distribution of property, accountability, inventory, training, and education, State-level internal PCRs, export control requirements, procedures for turn-in, transfer, and disposal and other responsibilities concerning property.

d) Enter into written agreement with each LEA, via the LESO-approved SPO, to ensure program participants acknowledge the terms, conditions, and limitations applicable to property. This SPO must be signed by the current Chief Law Enforcement Official (CLEO) (or designee) and the current SC/SPOC.

e) Provide program participants the following information:

i) The LESO Program State POCs:

State Coordinator (SC): Rolando Ayala

State Point of Contact (SPOC): John Riddick III

State Point of Contact (SPOC): Patricia Deaver

State Point of Contact (SPOC): N/A

ii) SC/SPOC Facility Information:

Physical Mailing Address: 5805 N. Lamar Blvd

Email: TEXASLESOPROGRAM@DPS.TEXAS.GOV

Phone Number: (512) 424-7590

Website: https://www.dps.texas.gov/section/texas-leso-program/texas-leso-program

Hours of Operation: 7:30 AM to 5:00 PM CST

iii) Funding to administer the LESO Program at the State-level is provided via:

iv) The Governor of the State of Texas has appointed the Texas Department of Public of Public Safety to conduct management. and oversight of this program. All funding and staffing will be provided by the Texas Department. of Public Safety

5) PROPERTY ACCOUNTING SYSTEM The State will maintain access to Federal Excess Property Management Information System (FEPMIS) (or current property accounting system), to ensure LEAs maintain property books, to include, but not limited to, transfers, turn-ins, and disposal requests from an LEA or to generate these requests at the State-level and forward all approvals to the LESO for action. The State will:

a) Conduct quarterly reconciliations of State property records.

b) Ensure at least one person per LEA maintains access to the property accounting system. Users may be "active" or "inactive" in the system, so long as they are registered. Ensure registered users are employees of the State/LEA.

c) Ensure LEAs receive and account for property in the property accounting system within 30 days.

6) LESO WEBSITE The State shall access the LESO website for timely and accurate guidance, information, and links concerning the program and ensure that all relevant information is passed to the program participants.

7) ANNUAL TRAINING 10 USC § 280 provides that the SECDEF, in cooperation with the U.S. Attorney General, shall conduct an annual briefing of law enforcement personnel of each State (including law enforcement personnel of the political subdivisions of each State). Individuals who wish to attend are responsible for funding their own travel expenses. The briefing will include information on training, technical support, equipment, and facilities that are available to civilian law enforcement personnel from the DoD. The state shall provide program participants training material as discussed during the annual LESO training which includes information on property management best practices to include (but not limited to) searching for property, accounting for property on inventory, transfer and turn-in of property when it is no longer needed or serviceable.

8) ENROLLMENT The LESO shall establish and implement program eligibility criteria IAW 10 USC § 2576a, DLA Instructions and Manuals and this SPO and retains final approval/disapproval authority for application packages forwarded by the State. Non-governmental law enforcement entities such as private railroad police, private security, private academies, correctional departments, prisons, or security police at private schools/colleges are not eligible to participate. Fire departments (by definition) are not eligible to participate and should be referred to the DLA Fire Fighter program administered by USDA. Law enforcement agencies requesting program participation shall have at least one full-time law enforcement officer. Program property may only be issued to full-time/part-time law enforcement officers. Non-compensated reserve officers are not authorized to receive property. State law enforcement training facilities/ academies may be authorized to participate in the program given their primary function is the training of bona fide State/local law enforcement officers. Law enforcement training facilities/academies will be reviewed on a case-by-case basis. The State shall:

a) Validate the authenticity of state/LEAs that are applying for program participation. Only submit to the LESO those application packages that the SC/SPOC recommends/certifies are government agencies whose primary function is the enforcement of applicable federal, State, and local laws and whose compensated officers have the powers of arrest and apprehension. If the State forwards an unauthorized participant application package, this may result in a formal suspension of the State.

b) Have sole discretion to disapprove state/LEA application packages in their State. The SC/SPOC should provide notification to the LESO when application packages are disapproved at the State-level.

c) Ensure that screeners listed in the application package are employees of the LEA. A screener may only screen property for two LEAs. Contractors may not conduct screening on behalf of a LEA.

d) Make recommendation on what constitutes a "full-time" or "part-time" law enforcement officer.

e) Ensure LEAs update their account information annually, or as needed. This may require the LEA to submit an updated application package. An updated application package shall be submitted for (but is not limited to) the following: a change in CLEO, the addition or removal of a screener, a change in the LEA physical address or contact information, etc.

f) Provide the LEA a comprehensive program overview once approved by the LESO for enrollment. The overview will be done within 90-days of a LEA being approved to participate.

9) PROPERTY ALLOCATION

a) The LESO shall:

i) Upon receipt of a SC/SPOC validated request for property through the RTD website, will review and give preference to requisitions indicating that the requested property will be used in the counter-drug, counter-terrorism, disaster-related emergency preparedness, or border security activities of the requesting LEA. Program participants that request vehicles used for disaster-related emergency preparedness, such as high-water rescue vehicles, should receive the highest preference.

ii) Require additional justification for small arms, aircraft, ammunition, and vehicles and to the greatest extent possible, ensure fair and equitable distribution of property based on current LEA inventory and justification for property.

iii) Reserve the right to determine and/or adjust allocation limits, to include the type, quantity and location of property allocated to the State/LEA. Generally, no more than one item (per part-time/full-time officer) will be allocated. Quantity exceptions may be granted by the LESO on a case-by-case basis based on the justification provided by the LEA. Currently, the following allocation limits apply:

(1) Robots: one (of each type) for every ten officers (full-time/part-time).

(2) High Mobility Multipurpose Wheeled Vehicle (HMMWV)/Up-Armored HMMWV (UAH): one vehicle for every three officers (full-time/part-time).

(3) Mine Resistant Ambush Protected (MRAP) / Armored Vehicles: two vehicles per LEA.

(4) Small arms: one (of each type) per officer (full-time/part-time).

(a) LESO may authorize over allocations of small arms in preparation for inevitable scenarios, i.e., training, equipment downtime (damage, routine maintenance, inspections) or other law enforcement needs. The chart below is the standard for small arms acceptable over-allocations:

Small Arms Acceptable Over-Allocations	
# of Officers	**# by type**
1-10	2 or less
11-25	3 or less
26-100	5 or less
101-299	8 or less
300 or more	10 or less

(b) In instances where small arm allocation amounts exceed the "acceptable over-allocation" levels, the LESO will coordinate with States to verify accuracy of the officer count. If small arm allocation is still beyond acceptable levels, LESO may authorize one of the following:
1) an exception to policy, 2) a transfer, or 3) a turn-in.

b) The State shall:

i) Assist the LEA in the use of electronic screening of property via the RTD website and shall access the RTD website a minimum of once daily (Monday-Friday) to review and process LEA requests for property. Property justifications shall be validated to ensure they meet the intent of 10 USC § 2576a as suitable for use by agencies in law enforcement activities. Prior to approving a request or transfer, review the LEAs property allocation report to prevent over allocation.

ii) Upon receipt of a valid LEA request for property, provide a recommendation to the LESO on the preference to be given to those requisitions for property that will be used in counter-drug, counter-terrorism, disaster-related emergency preparedness or border security activities of the recipient agency. Requests for vehicles used for disaster-related emergency preparedness, such as high-water rescue vehicles, should receive the highest preference. The State shall consider the fair and equitable distribution of property based on current LEA inventory and LEA justifications for property. The State shall ensure the type and quantity of property being requested by LEAs is reasonable and justifiable given the number of officers (full-time/part-time) and prior requisitions for similar items they have received (both controlled and non-controlled property). Generally, no more than one of any item per officer (full- time/part-time) will be allocated.

10) PROPERTY MANAGEMENT Certain controlled equipment shall have a documented chain of custody (i.e., an acceptable ECR), including a signature of the recipient. Controlled property requiring an ECR: small arms (including parts and accessories), aircraft, vehicles, optics, and robots. It is encouraged to utilize ECRs for all controlled property. LEAs may request cannibalization on aircraft or vehicles. Cannibalization requests shall be submitted to the State for review. Cannibalization must be approved by the LESO prior to any cannibalization actions. The cannibalized end item shall be returned to DLA Disp Svcs within the timeframes determined by the LESO.

a) Aircraft-Aircraft will not be obtained by LEAs for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan and shall be reported to the LESO at the end of their useful life. All aircraft are considered controlled property, regardless of DEMIL code. Aircraft that are no longer needed or serviceable shall be reported to the General Services Administration (GSA) for final disposition by the LESO Program Aircraft Specialist.

b) Vehicles-Program participants that request vehicles used for disaster-related emergency preparedness, such as high-water rescue vehicles, should receive the highest preference. Vehicles will not be obtained by LEAs for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan and vehicles that are considered controlled property will be returned to DLA Disp Svcs at the end of their useful life. DLA Disp Svcs Field Activity/Site will identify qualifying DEMIL A or Q6 vehicles and may issue (upon LEA request) a Standard Form (SF) SF-97 to the LEA upon physical transfer of the vehicle. The LEA may modify the vehicle during the one year conditional transfer period.

c) Ammunition-LESO will support the U.S. Army (USA), in allocating ammunition to program participants. Ammunition obtained via the program will be for training use only. At the time of request, the LEA will certify in writing that the ammunition will be used for training use/purposes only. The USA will issue approved transfers directly to the State/LEA. The State/LEA is responsible for funding all packing, crating, handling, and shipping costs for ammunition. The LEA will make reimbursements directly to the USA. Ammunition will not be obtained by LEAs for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan. Ammunition obtained via the program shall not be sold. Ammunition will be treated as a consumable item and not tracked in any DLA inventory system or inspected during PCRs. LESO shall track and maintain necessary records of ammunition that has been transferred to LEAs and will post all requests, approvals, and denials on the LESO public website.

d) Small arms:

i) Small arms will not be obtained by LEAs for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan and shall be returned to DLA Disp Svcs at the end of their useful life. Cannibalization of small arms is not authorized.

ii) Temporary modifications to small arms are authorized; permanent modifications to small arms are not authorized (i.e., drilling holes in the lower receiver of a small arm). In cases of temporary modifications, all parts are to be retained and accounted for in a secured location under the original serial number for the small arm until final disposition is determined. If the modified small arm is transferred to another LEA, all parts will accompany the small arm to the receiving LEA.

iii) Small arms will be issued utilizing an acceptable ECR which obtains certain information about the property being issued to include (but is not limited to) the signature of the law enforcement officer who is accepting responsibility for the small arm(s), the serial number of the small arm, the date in which the law enforcement officer took possession of the small arm, etc.

iv) Small arms that are not carried on an officer's person or in the officer's immediate physical vicinity will be secured using "two levels of physical security". Two levels of physical security meaning two distinct lockable barriers, each specifically designed to render a small arm inaccessible and unusable to unauthorized persons. Lockable barriers meeting this description may be either manual or electronic.

v) Program participants no longer requiring program small arm(s) shall request authorization to transfer the small arm to another participating LEA or request authorization to turn-in/return the small arm. Transfers and turn-in requests shall receive final approval from the LESO; small arms will not physically move until the LESO provides official notification that the approval process is complete. When turning-in small arms to Anniston Army Depot, the LEA shall follow LESO turn-in guidance.

vi) Local destruction (DEMIL) of small arms is not authorized.

vii) Lost, Stolen or Destroyed (LSD) small arms:

(1) Program participants with multiple instances of LSD small arms in a five-year window will be assessed by DLA Disp Svcs to determine if a systemic problem exists IAW DLAI 4140.11.

(2) DLA OIG investigations may be initiated if small arms are improperly disposed of or become LSD while in program inventory. The State/LEA may be required to reimburse DLA the fair market value of the small arms when negligence, willful misconduct, or a violation of the MOA between the Federal Government and the State/U.S. Territory and/or this SPO is confirmed at the conclusion of the Financial Liability Investigation of Property Loss (FLIPL).

(a) Reimbursement will be within 60-days of the completion of the FLIPL.

(b) Title will never transfer to the recipient regardless of the status of the small arm.

(c) Payments due to DLA Disp Svcs, based upon the findings of the FLIPL, may be paid by one of three methods: 1) credit card via pay.gov, 2) cashier/ business check, or 3) wire transfer.

(3) In instances of LSD small arm recovery, DoD retains title in perpetuity and the small arm shall be immediately relinquished/surrendered back to the program.

11) PROGRAM COMPLIANCE REVIEWS (PCR)

a) The LESO shall:

i) Conduct PCRs to ensure that the SC/SPOC, and all LEAs within a State are compliant with the terms and conditions of the program as required by 10 USC § 2576a, the MOA between the Federal Government and the State/U.S. Territory and/or this SPO and any DLA Instructions and manuals regarding the program. PCRs are conducted to ensure property accountability, program compliance, and program eligibility.

ii) Conduct PCRs for participating States every 2 years, providing training to the State/LEA as needed.

iii) Reserve the right to conduct no notice PCRs, or require an annual review, or similar inspection, on a more frequent basis for any State/LEA.

iv) Intend to physically inventory 100% of property selected for review at each LEA during a PCR. The use of ECRs in lieu of physical inspection is discouraged during PCRs. Extensive use of the ECR (without prior coordination with LESO) may result in a non-compliance finding during the PCR.

v) Intend to review as much property as possible during a PCR.

(1) The goal is to review 20% of a State's overall small arms inventory.

(2) The goal for inventory selections (at LEAs selected for review) is 15% of an LEAs general property to include non-controlled property (DEMIL code A and Q6).

vi) Select LEAs not visited during the last three regularly scheduled PCR cycles (as applicable).

vii) Recommend corrective actions (which may include suspending a State/LEA from program participation) for findings of non-compliance identified during a PCR.

(1) The LESO shall issue corrective actions (with suspense dates) to the State, which will identify what is needed to rectify the identified deficiencies within the State/LEA.

(2) If the State/LEA fails to correct identified deficiencies within the LESO suspense dates, the LESO may move to restrict, suspend, or terminate the State/LEA from program participation.

(3) States found non-compliant for a PCR will be suspended for a minimum of 60-days and will not be reinstated until the State successfully passes a LESO-conducted PCR.

viii) Ensure the State/LEA understand that property shall be transferred to a participating agency with SC/SPOC and LESO approval or returned to DLA Disp Svcs when no longer needed or serviceable.

b) The State shall:

i) Assist the LESO as required, prior to, during and upon completion of the PCR.

ii) Assist in the coordination of the PCR daily schedule of events and forward the schedule to LEAs that have been selected for review.

iii) Contact LEAs that have been selected for the PCR via phone, email or in person to ensure they are aware of the schedule and are prepared for the PCR.

iv) Receive inventory selections from the LESO and forward them to the selected LEAs. The State shall ensure the LEA physically gathers the selected property in a central location (to the greatest extent possible) which will allow the LESO to physically inventory the property efficiently during the PCR.

v) Coordinate the use of any ECR with the LESO prior to the PCR.

vi) Ensure LEAs understand property shall be transferred to a participating agency with SC and LESO approval or returned to DLA Disp Svcs when deemed no longer needed or serviceable.

vii) Conduct State-level (internal) PCRs of participating LEAs to ensure property accountability, program compliance and program eligibility utilizing a PCR checklist provided by the LESO, or equivalent (for uniformity purposes).

(1) Ensure a State-level (internal) PCR of at least 8% of LEAs with program inventory is completed annually (3% of which will be focused on program participants with no controlled property). Results of the State-level (internal) PCR will be kept on-file with the State. Documentation shall be provided to the LESO for each LEA that received a State-level PCR.

(2) The State-level (internal) PCR will include, at minimum:

(a) A review of the dually-signed SPO, ensuring it is uploaded to the property accounting system.

(b) A review of the LEA application package to confirm authenticity and eligibility of the LEA.

(c) An inventory of property selected for review at each LEA.

(d) A review of each selected LEA files for any of the following which may include turn- in/transfer DD Form 1348-1A, ECR, small arm documentation, FLIPL documents, exception to policy letters, approved cannibalization requests, or other pertinent documentation as required.

(3) Request that the LESO restrict, suspend, or terminate an LEA based on findings during State- level internal PCR or due to non-compliance with terms of the MOA between the Federal Government and the State/U.S. Territory and/or this SPO, DLA Instruction/Manual or any statute or regulation regarding the program.

(4) Notify the LESO and initiate an investigation into any questionable activity or action involving property issued to a LEA that comes to the attention of the State and is otherwise within the authority of the Governor/State to investigate. Upon conclusion of any such investigation, take appropriate action and/or make appropriate recommendations on restriction, suspension, or termination of the State/LEA to the LESO. The SC may suspend or terminate a State/LEA participation in the program at any time for non-compliance.

12) ANNUAL PHYSICAL INVENTORY Each State/LEA is required to conduct an annual physical inventory of all property on the active property book and provide certification in the property accounting system. DEMIL "A" and "Q6" property records will not be closed during the annual physical inventory period.
In the State of TEXAS, the annual physical inventory and certification in the property accounting system process starts on July 1st and must be completed by August 31. The State shall:

a) Provide training to LEAs to properly conduct the annual physical inventory and complete the certification of property in the property accounting system.

b) Ensure an approved and current SPO is uploaded in the property accounting system for each LEA.

c) Validate the annual physical inventory certifications submitted by LEAs.

d) Adhere to annual physical inventory certification requirements as identified by the LESO. Physical inventories and certification statements will be maintained on file IAW the DLA records schedule.

e) Annually certify property is utilized and is within allocation limits IAW the MOA between the Federal Government and the State/U.S. Territory and this SPO .

f) Recommend suspension of program participants who fail to complete or submit the certified annual physical inventory.

13) REPORTING LOST, STOLEN, OR DESTROYED (LSD) PROPERTY Any property identified as LSD on a LEA current inventory, shall be reported to the State/LESO. A FLIPL (aka the DD Form 200) shall be submitted to the State/LESO for LSD property. Program participants agree to cooperate with investigations into LSD property by any federal, state, or local investigative body and, when requested, assist with recovery of LSD property.

a) LSD controlled property shall be reported to the State/LESO within 24-hours. Program participants may be required to provide their SC/SPOC additional documentation which may include (but is not limited to):
1) Comprehensive police report, 2) NCIC report/entry, and 3) Contact information for the Civilian Governing Body (CGB) over the LEA involved, to include: Title, Name, Email, and mailing address.

b) LSD property with a DEMIL code of "A" and "Q6" shall be reported to the State/LESO within 7-days.

14) RESTRICTION, SUSPENSION OR TERMINATION Program participants are required to abide by the terms and conditions of the MOA between the Federal Government and the State/U.S. Territory and this SPO in order to maintain active program participation status. If a State/LEA fails to comply with any term or condition of the MOA, SPO, DLA Instruction or Manual, federal statute or regulation, the State/LEA may be suspended, terminated, or placed on restricted status. Restriction, suspension, or termination notifications will be in writing and will identify remedial measures required for reinstatement (if applicable). *Suspension*-A specified period in which an entire State/LEA is prohibited from requesting or receiving additional property through the program. Additional requirements may be implemented, to include the State/LEA requirement to return specifically identified controlled property. Suspensions will be for a minimum of 60-days. *Termination*-The removal of a State/LEA from program participation. The terminated State/LEA shall transfer or turn-in all controlled property previously received through the program at the expense of the State/LEA involved. *Restricted Status*-A specified period in which a State/LEA is restricted from receiving an item or commodity due to isolated issues with the identified item or commodity. Restricted status may also include restricting a State/LEA from all controlled property.

a) State termination-The SC/SPOC will coordinate with LESO to identify a realistic timeframe to complete the transfer or turn-in of all property. The LESO retains final authority to determine timeframe requirements.

b) LEA termination-The SC/SPOC will coordinate with LESO to identify a realistic timeframe to complete the transfer or turn-in of all property. The LESO retains final authority to determine timeframe requirements.

c) In the event of a termination, the State/LEA will make every attempt to transfer the property of the terminated State/LEA to an authorized State/LEA, as applicable, prior to requesting a turn-in of the property to DLA Disp Svcs. In cases that require a repossession or turn-in of property, the State/LEA will bear all expenses related to the repossession, turn-in or transfer of property to DLA Disp Svcs.

d) The State shall:

i) Suspend LEAs for a minimum of 60-days in all situations relating to the suspected or actual abuse of property or requirements and/or repeated non-compliance related to the terms and conditions of this SPO. Suspension may lead to termination. The State shall also issue corrective action guidance to the LEA with

suspense dates to rectify issues and/or discrepancies that caused the restriction, suspension, or termination. The State shall require the LEA to submit results on completed police investigations and/or reports on LSD property to include the LEA CAP. The LESO retains final discretion on reinstatement requests. Reinstatement to full participation from a restriction, suspension or termination is not automatic.

ii) Initiate corrective action to rectify suspensions or terminations of the LEA for non-compliance to the terms and conditions of the program. The State shall also make contact (until resolved) with suspended LEAs to ensure corrective actions are rectified within required timeframes provided by the LESO.

iii) Require the LEA to complete and submit results on completed police investigations or reports regarding LSD property. The State will submit all documentation to LESO upon receipt.

iv) Provide documentation to LESO when actionable items are rectified for the State/LEA.

v) Request that the LESO suspend or terminate an LEA based upon their findings during State-level internal PCR or due to non-compliance with any term of this SPO, DLA Instruction/Manual or any statute or regulation regarding the program.

vi) Notify the LESO and initiate an investigation into any questionable activity or action involving property issued to an LEA that comes to the attention of the State and is otherwise within the authority of the Governor/State to investigate. Upon conclusion of any such investigation, take appropriate action and/or make appropriate recommendations on restriction, suspension, or termination of the LEA to the LESO. The SC may revoke or terminate concurrence for LEA participation in the program at any time.

vii) Provide written request to the LESO for reinstatement of an LEA for full participation status at the conclusion of a restriction or suspension period. Written verification shall be provided that the SC/SPOC has validated the LEA CAP.

15) RECORDS MANAGEMENT The LESO, SC/SPOC, and LEAs participating in the program will maintain program records IAW the DLA records schedule. Records for property acquired through the program have retention controls based on the DEMIL code. Property records will be filed, retained, and destroyed IAW DLA records schedule. Records may include but are not limited to: DD Form 1348-1A for transfers, turn-ins, requisitions, Bureau of Alcohol, Tobacco, Firearms and Explosives (BATFE) Forms 5 and 10.

16) TRADE SECURITY CONTROL (TSC) and COMPLIANCE WITH EXPORT CONTROL REGULATIONS Items transferred to program participants, including DEMIL A and Q (with an Integrity Code of 6) property, may be subject to export control restrictions. Program participants shall comply with U.S. export control laws and regulations if they contemplate further transfers of any property. Once title transfers, LEAs should consult with the Department of State (DoS) and Department of Commerce (DoC) export control regulators about the type of export controls that may apply to items, regardless of DEMIL code. Program participants may request a formal Commodity Classification from the DoC, Bureau of Industry and Security (BIS), or submit a general correspondence request to the DoS, Directorate of Defense Trade Controls. Information on managing exports of CCL items can be found at the U.S. DoC Bureau of Industry and Security website. Program participants shall notify all subsequent purchasers or transferees, in writing, of their responsibility to comply with U.S. export control laws and regulations.

17) NOTICES Any notices, communications, or correspondence related to this SPO shall be provided by email, the U.S. Postal Service (USPS), express service, or facsimile to the appropriate DLA office. The LESO may (from time to time) make unilateral modifications or amendments to the provisions of the MOA between the Federal Government and the State/U.S. Territory and/or this SPO. Notice of these changes will be provided to the State in writing. Unless the State takes immediate action to terminate the MOA between the Federal Government and the State/U.S. Territory and/or this SPO, such modifications or amendments will become binding. In such cases, reasonable opportunity will (insofar as practicable) be afforded the State/LEA to conform to changes affecting their operations.

18) ANTI-DISCRIMINATION By signing or accepting property, the State/LEA pledges agreement to comply with provisions of the national policies prohibiting discrimination: 1) On the basis of race, color, or national origin, in Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq.) as implemented by DoD regulations 32 CR Part 195, 2)On the basis of age, in the Age Discrimination Act of 1975 (42 USC 6101, et seq) as implemented by Department of Health and Human Services regulations in 45 CFR Part 90 and 3) On the basis of handicap, in Section 504 of the Rehabilitation Act of 1973, P.L. 93-112, as amended by the Rehabilitation Act Amendments of 1974, P.L. 93-516 (29 USC 794), as implemented by Department of Justice (DoJ) regulations in 28 CFR Part
41 and DoD regulations at 32 CFR Part 56. These elements are the minimum essential ingredients for establishment of a satisfactory business agreement between the State and the DoD.

19) INDEMNIFICATION CLAUSE The State/LEA is required to maintain adequate liability insurance to cover damages or injuries to persons or property relating to the use of property issued under the program. Self-insurance by the State/LEA is considered acceptable. The USG assumes no liability for damages or injuries to any person(s) or property arising from the use of property issued under the program. It is recognized that State and local law generally limit or preclude the State/LEA from agreeing to open ended indemnity provisions. However, to the extent permitted by State and local laws, the State/LEA shall indemnify and hold the USG harmless from any and all actions, claims, debts, demands, judgments, liabilities, cost, and attorney's fees arising out of, claimed on account of, or in any manner predicated upon loss of, or damage to property and injuries, illness or disabilities to, or death of any and all persons whatsoever, including members of the general public, or to the property of any legal or political entity including States, local and interstate bodies, in any manner caused by or contributed to by the State/LEA, its agents, servants, employees, or any person subject to its control while the property is in the possession of, used by, or subject to the control of the State/LEA, its agents, servants, or employees after the property has been removed from USG control.

20) TERMINATION This SPO may be terminated by either party, provided the other party receives a thirty (30) day notice (in writing) or as otherwise stipulated by Public Law. The undersigned SC hereby agrees to comply with all provisions set forth herein and acknowledges that any violation of the terms and conditions of this SPO may be grounds for immediate termination and possible legal consequences, to include pursuit of criminal prosecution if so warranted.

21) AGREEMENT OF PARTIES The parties below agree to enter this agreement as of the last date below:

Governor-appointed SC/SPOC, State of: TEXAS

Full Name (Print): Rolando Ayala

Signature (Sign): Rolando Ayala Date (MM/DD/YYYY): 09/09/2024

Chief Law Enforcement Official (CLEO) (or designee): Matthew Lindemann

Title (Print): Sheriff

Full Name (Print): Matthew Lindemann

Signature (Sign): Matthew Lindemann Date (MM/DD/YYYY): 03/06/2025

Civilian Governing Body Official (CGB) (or designee):

Title (Print):

Full Name (Print):

Signature (Sign): Date (MM/DD/YYYY):

DEFENSE LOGISTICS AGENCY
DISPOSITION SERVICES
74 WASHINGTON AVENUE NORTH
BATTLE CREEK, MICHIGAN 49037-3092

CLEAR FORM

Law Enforcement Support Office (LESO)
Application for Participation / Authorized Screeners Letter

(This form is for State/Local Law Enforcement Agencies (LEA) only)

***Indicates Required Fields*

SECTION 1:

*Agency Name: Williamson County Sheriff's Office Originating Agency Identifier (ORI) #:(if applicable) TX2460000

*Agency Physical Address: 508 S. Rock Street *City: Georgetown

*State: TX *Zip Code: 78626 *NCIC P.O. Box or Address (if different than above i.e., terminal location)

*Phone #: (512) 943-1300 *Email: srogers@wilco.org Note: Email is needed for automated system notifications.

Agency MUST have at least 1 full-time officer to participate in the program. Indicate the number of compensated officers with arrest and apprehension authority. Part-time field MUST be filled in: N/A, 0 or - is acceptable. *Full-time: 253 *Part-time: 0

*RTD Screener - RTD Screeners MUST be employed by the aforementioned LEA. Individuals identified below may request access to act as an authorized "RTD Screener" on behalf of this Law Enforcement Agency. **Agency MUST have at least 1 RTD Screener.** Enter "XXXXX" or "N/A" into all screener fields not used.*

	*Official Title / Rank	*First Name	*Last Name	*Email	*Phone Number	POC (Aircraft/Small Arms/Vehicle)
*#1	Detective	Steven	Rogers	srogers@wilco.org	(512) 943-1932	NA
#2	Deputy	Daniel	Herold	dherold@wilco.org	(512) 943-1300	NA
#3	na	na	na			
#4						
#5						
#6						
#7						

SECTION 2:

RESERVED FOR LAW ENFORCEMENT AGENCY USE ONLY

Law Enforcement Agency/Activity - The LESO Program defines this as a Governmental agency/activity whose primary function is the enforcement of applicable Federal, State and Local laws and whose compensated Law Enforcement officers have the powers of arrest and apprehension.

* ☑ I certify that my agency meets the definition of a "Law Enforcement Agency/Activity" as described above. I certify that all information contained in this application is valid and accurate. I understand that I must provide my State Coordinator an application to update my agency participant information if the following information changes: a) Chief Law Enforcement Official (CLEO) changes, b) Agency physical address changes, c) RTD Screener additions/deletions, d) that my agency is abiding by the current version of the LESO approved State Plan of Operation (SPO) and any SPO Addendum(s) and e) that my agency has a signed copy of the SPO and any SPO Addendum(s) on file.

*(Check only one):

☑ I am signing this document as the CLEO of this law enforcement agency.

☐ In my official position or as Acting/Interim, I am authorized to sign documents on behalf of the CLEO for this agency. If checked, please provide appropriate documentation (i.e., current department policy, agency memorandum or other suitable documentation that provides such signature authority to the individual holding that official position).

By signing this application, I certify that my Agency will comply with U.S. Code 2576a for all controlled property, which states; With the authorization of the relevant local governing body or authority, that my agency has adopted publically available protocols for the appropriate use of controlled property, the supervision of such use, and the evaluation of the effectiveness of such use, including auditing and accountability policies; and that it provides annual training to relevant personnel on the maintenance, sustainment, and appropriate use of controlled property. I certify under penalty of perjury that the foregoing is true and correct. Making a false statement may result in judicial actions or prosecution under 18 USC § 1001.

Sheriff	Matt	Lindemann
*TITLE	*PRINTED FIRST NAME:	*PRINTED LAST NAME:
matt.lindemann@wilco.org	Matthew Lindemann	1-10-2025
*EMAIL	*SIGNATURE	*DATE

SECTION 3:

RESERVED FOR STATE COORDINATORS OFFICE USE ONLY

By signing this application, I certify that as the State Coordinator/State Point of Contact, I have determined that: a) the agency meets the definition of a "Law Enforcement Agency/Activity" as described in Section 2, b) that all information contained in this application is valid and accurate, c) that the LEA is abiding by the current version of the LESO approved State Plan of Operation (SPO) and any SPO Addendum(s)and d) that the LEA has a signed copy of the SPO and any SPO Addendum(s) on file.

*PRINTED NAME FIRST & LAST	*SIGNATURE	*DATE

SECTION 4:

RESERVED FOR LESO USE ONLY

NOTICE FOR DLA DISPOSITION SERVICES PERSONNEL: Regulatory guidance outlining Screener Identification and Authorization must be accomplished in accordance with DOD 4160.21-M, Volume 3, Enclosure 5, Section 3 (k). In accordance with the aforementioned reference, the LESO Program authorizes the individuals identified in Section 1 of this form to screen excess property at your facilities as authorized participants in the LESO Program. This authorized screener letter supersedes all previously issued screener letters for this Law Enforcement Agency/Activity and is valid only on or after the date signed by authorized LESO signatory. Only two individuals authorized to screen per visit; however, additional personnel may assist receiving material previously screened and approved for transfer.

*This agency is authorized to screen items via the LESO Program under authorized Agency DODAAC:

LESO Notes:

*Screener letter is valid one year from this date. Note: After one year from the LESO signatory date, the screener letter is no longer valid. LEAs may request a new screener letter through their SC/SPOC.	*SIGNATURE

Commissioners Court - Regular Session **37.**

Meeting Date: 03/11/2025

Facilities Management Update

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

Department: Facilities Management

Agenda Category: Regular Agenda Items

Information

Agenda Item

Receive a status update and presentation for Facilities Management Department Projects.

Background

Discuss and hear a presentation on current Capital and Fiscal Year Facility Enhancement Projects.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/06/2025 11:42 AM
Form Started By: Leah Liesmann		Started On: 03/06/2025 10:55 AM
Final Approval Date: 03/06/2025		

Commissioners Court - Regular Session **38.**

Meeting Date: 03/11/2025

Award of RFCSP #25RFCSP13 Brushy Creek Regional Trail - Extend Along Hairy Man Road to Chasco Constructors, Ltd. L.L.P. Inc for Parks and Facilities Maintenance

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 awarding RFCSP 25RFCSP13 Brushy Creek Regional Trail-Extend Along Hairy Man Road to Chasco Constructors, Ltd. L.L.P, in the amount of Three Million, Nine Hundred Forty-Nine Thousand, Four Hundred Forty-Seven Dollars ($3,949,447.00) and authorize the execution of the agreement, Funding Source is P551.

Background

Williamson County sent out over 10,300 notifications and had 145 document takers with 5 firms submitting a response. The construction services are for the Brushy Creek Regional Trail-Extend Along Hairy Man Road. The firms were evaluated and Chasco Constructors, Ltd. L.L.P. was the highest ranked. Negotiations took place and a Best and Final Offer (BAFO) was acquired, and are being recommended for award. Contract Audit and General Counsel reviewed. The funding source is P551, and Christy Matoska is the point of contact.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

BCRT Along Hairy Man Rd_Chasco_Agreement for Construction Services_2025.03.04

Chasco RFCSP Response with BAFO

25RFCSP13-BCRT_Recommendation Letter

25RFCSP13 - Evaluation Scoresheet_Redacted

Form 1295 Chasco Constructors Complete

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	03/05/2025 03:56 PM
County Judge Exec Asst.	Andrea Schiele	03/06/2025 08:28 AM
Form Started By: Johnny Grimaldo		Started On: 03/05/2025 07:39 AM
Final Approval Date: 03/06/2025		

Agreement for Construction Services

This Agreement ("Agreement") between Williamson County, Texas, a political subdivision of the State of Texas ("Owner") and Chasco Constructors, Ltd., L.L.P. ("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 Brushy Creek Regional Trail (BCRT) Extend Along Hairy Man Road (hereinafter called the "Project"). The Contractor shall have the overall responsibility for and shall provide complete construction services and furnish all materials, equipment, tools and labor as necessary or reasonably inferable to complete the Project, or any phase of the Project, in accordance with the Owner's requirements and the terms of this Agreement (hereinafter collectively referred to as the "Work").

ARTICLE 2 CONTRACT PRICE: Owner agrees to pay to the Contractor, for the satisfactory performance of the Work, the sum of **Three Million, Nine Hundred Forty-Nine Thousand, Four Hundred Forty-Seven Dollars ($3,949,447.)** 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 **three hundred sixty-five (365) 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 **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 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 Schedule Of Values

Contractor shall submit to the Owner, before the first Application for Payment, a schedule of values allocating the entire Contract Price 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.

5.2 Applications For Payment

5.2.1 Contractor shall submit to the Owner an itemized Application for Payment prepared in accordance with the schedule of values 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 may require, such as copies of requisitions from

subcontractors and material suppliers and shall reflect retainage if provided for in the Agreement.

5.2.1.1 Such applications may include requests for payment on account of changes in the Work that have been properly authorized by written Change Orders.

5.2.1.2 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.

5.2.1.3 If requested by Owner or required elsewhere in the Agreement, 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 (if any) 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.

5.2.2 Unless otherwise provided in the Agreement, 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.

5.2.3 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.

5.2.3.1 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), provided the Owner has paid Contractor pursuant to the requirements of the Agreement. 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.

5.2.3.2 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, including, without limitation, the duty to defend and indemnify Owner.

5.2.3.3 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 Price.

5.2.3.4 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.

5.3 Certificates For Payment

5.3.1 The Owner will, within seven (7) business days after receipt of the Contractor's Application for Payment, issue a Certificate for Payment, with a copy to the Contractor, for such amount as the Owner determines is properly due, or notify the Contractor in writing of the Owner 's reasons for withholding certification in whole or in part as provided.

5.3.2 The issuance of a Certificate for Payment will constitute a representation by the Owner, based

on the Owner's evaluation of the Work and the data comprising the Application for Payment, that, to the best of the Owner'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 Agreement. The foregoing representations are subject to an evaluation of the Work for conformance with the Agreement upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Agreement prior to completion and to specific qualifications expressed by the Owner. 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 Owner 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 Price.

5.4 Decisions To Withhold Certification

5.4.1 The Owner may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Owner's opinion the representations to the Owner required herein cannot be made. If the Owner is unable to certify payment in the amount of the Application, the Owner will notify the Contractor. If the Contractor or Contractor and Owner, as the case may be, cannot agree on a revised amount, the Owner will promptly issue a Certificate for Payment for the amount that can be certified. The Owner 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's opinion to protect the Owner from loss for which the Contractor is responsible because of:

5.4.1.1 defective Work not remedied;
5.4.1.2 third party claims filed or reasonable evidence indicating probable filing of such claims;
5.4.1.3 failure of the Contractor to make payments properly to subcontractors or for labor, materials or equipment;
5.4.1.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Price;
5.4.1.5 damage to the Owner or a separate contractor;
5.4.1.6 failure to maintain the scheduled progress, or reasonable evidence that the Work will not be completed within the Contract Time;
5.4.1.7 failure to comply with the requirements of Texas Government Code, Chapter 2258 (Prevailing Wage Law);
5.4.1.8 failure to include sufficient documentation to support the amount of payment requested for the Project;
5.4.1.9 failure to obtain, maintain, or renew insurance coverage, payment/performance

bonds or warranty bond required by the Agreement; or

5.4.1.10 repeated failure to carry out the Work in accordance with the Agreement.

5.4.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

5.5 Progress Payments

5.5.1 The Owner shall make payment in the manner and within the time provided in the Agreement and in accordance with Texas Government Code, Chapter 2251.

5.5.2 The Contractor shall pay each subcontractor and material and equipment suppliers no later than ten (10) calendar days after receipt of payment from the Owner the amount to which the subcontractor or material and equipment suppliers is entitled. Payments to subcontractors may reflect the 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.

5.5.3 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. The Owner shall not have an obligation to pay or to see to the payment of money to a subcontractor, except as may otherwise be required by law.

5.5.4 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 Agreement.

5.6 Failure Of Payment

5.6.1 If the Owner is required to issue Certificates for Payment and, through no fault of the Contractor, the Owner fails to timely issue Certificates for Payment in the time permitted in the Agreement, or if the Owner does not pay the Contractor by the date established in the Agreement, then the Contractor may, upon twenty-one (21) business days written notice to the Owner, stop the Work until payment of the amount owing has been received.

5.6.2 If the Owner is entitled to reimbursement or payment from the Contractor under or pursuant to the Agreement, such payment shall be made promptly upon demand by the Owner. Notwithstanding anything contained in the Agreement 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 Price 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 Price by an amount equal to that which the Owner is entitled.

5.7 Substantial Completion

5.7.1 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 Agreement 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.

5.7.2 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 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 Agreement.

5.7.3 Upon receipt of the Contractor's punch list, the Owner will examine the Work to determine whether the Work or designated portion thereof is substantially complete. If the Owner's examination discloses any item, whether or not included on the Contractor's punch list, that is not sufficiently complete in accordance with the Agreement, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Owner. In such case, the Contractor shall then submit a request for another examination by the Owner to determine Substantial Completion.

5.7.4 When the Work or designated portion thereof is substantially complete, the 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 Agreement shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

5.7.5 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 of Substantial Completion. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage.

5.8 Partial Occupancy or Use

5.8.1 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, 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 Agreement. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Owner as provided herein. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld.

5.8.2 Immediately prior to partial occupancy or use, the Owner and Contractor 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.

5.8.3 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 Agreement.

5.9 Final Completion and Final Payment

5.9.1 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 will make such inspection and, when the Owner finds the Work acceptable under the Agreement and the Agreement fully performed, the Owner will issue a final Certificate for Payment for the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. All warranties and guarantees required under or pursuant to the Agreement shall be assembled and delivered by the Contractor to the Owner as part of the final Application for Payment. The final Certificate for Payment will not be issued by the Owner until all warranties and guarantees have been received and accepted by the Owner.

5.9.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Owner (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 Agreement 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 Agreement, (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 Agreement, to the extent and in such form as may be designated by the Owner.

5.9.3 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 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 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 in the Agreement. 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;

11.1.3 Because the Owner has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in the Agreement, or because the Owner has not made payment on an undisputed Certificate for Payment within the time stated in the Agreement; or

11.1.4 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 further 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. The Request for Proposal/Invitation for Bids documents defined in Williamson County RFP#25RFCSP13;
5. Contractor's Proposal/Bid submitted in response to Williamson County RFP#25RFCSP13; and
6. 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. The Request for Proposal/Invitation for Bids documents defined in Williamson County RFP#25RFCSP13;
5. Contractor's Proposal/Bid submitted in response to Williamson County RFP#25RFCSP13; and
6. All Change Orders and any other Modifications issued after the Effective Date of this Agreement.

BY SIGNING BELOW, the Parties have executed and bound themselves to this Agreement to be effective as of the date of the last party's execution hereof.

OWNER:	**CONTRACTOR:**
WILLIAMSON COUNTY, TEXAS, a political subdivision of the state of Texas	Chasco Constructors, Ltd., L.L.P., Acting by and through its General Partner, Chasco Contracting GP, LLC
By: _____	By: _____
Printed Name: _____	Printed Name: CHARLES KING
Title: _____	Title: VP
Date: _____	Date: 03.03.25

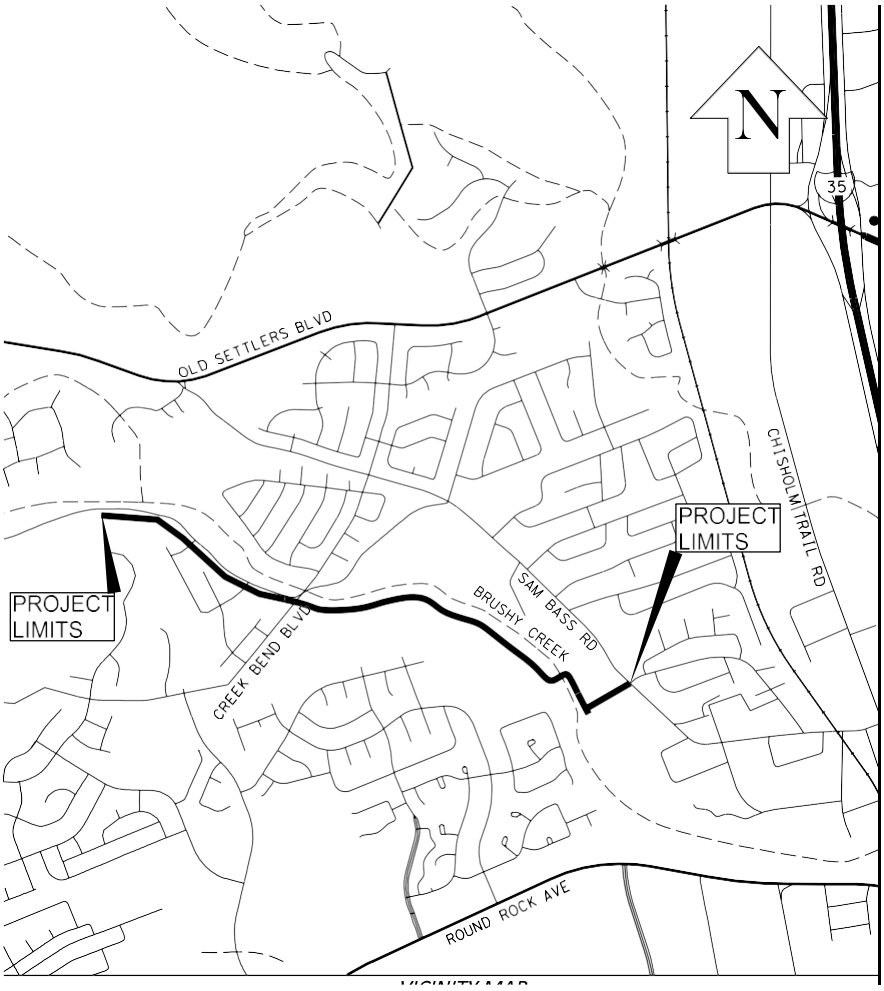
Exhibit "A"

Plans and Specifications

Location of Project: Brushy Creek Regional Trail

Scope of Work: Williamson County intends to construct approximately 1.5-mile segment of 10' wide concrete trail along the Brushy Creek as part of the Brushy Creek Regional Trail system. The project will also include one creek crossing (e.g. bridge), and a paved parking area with restroom. The Project includes all utilities, drainage, roadways, parking, landscaping and walkways to structures, landscaping associated with structures. Contractor is responsible to construct the project according to the approved and sealed construction documents.

Brushy Creek Trail



General Information

Introducing:

Chasco Constructors, Ltd., L.L.P.
2801 E. Old Settlers Blvd.
Round Rock, Texas 78665
(512) 244-0600
bids@chasco.com

Type of Firm: Construction Managers and General Contractors for Commercial/Industrial/Institutional Buildings & Highway-Heavy Construction

Work We Perform With Our Own Forces:

Design Development	Site Preparation
Planning	Site Utilities
Estimating	Site Concrete Work
Construction Management	Structural Concrete
Project Management	Concrete Specialties
Scheduling	Procurement and Expediting

Number of Years in Business: 45 years

Date of Incorporation: August 1, 1979

State of Incorporation: Texas

Number of Employees: Over 325

Professional Affiliations: Associated General Contractors (AGC)
American Society for Concrete Construction (ASCC)
American Concrete Institute (ACI)

General Partner: Chasco Contracting, GP, LLC

President: Chuck Glace

Vice-President & CFO: Charles King

Vice Presidents: Tony Glace, Bill Bambrick

Controller: Cathy Miles

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Vice-President & CFO: Charles King

Vice Presidents: Tony Glace, Bill Bambrick

Controller: Cathy Miles

Brushy Creek Regional Trails Phase 3

Owner: Williamson County, TX
Jim Rodgers (512) 260-4263

Architect/Engineer: Halff Associates
Brian Binkowski (512) 777-4600

Initial Contract Price: $2,799,000.05
Final Contract Price: $1,860,988.05



Description of Project: This was a 2.6-mile section of 10' wide concrete trail on the Brushy Creek Regional Trail System. The trail project from Parmer Lane to the Cedar Park YMCA consisted of clearing, grading, culverts, 10' wide concrete trail, fencing, handrail and a wood boardwalk. There were also five 30' to 90' long engineered steel bridges with abutments and drilled piers that crossed Brushy Creek and its tributaries. Access was limited, so getting the bridges and crane to each site was a challenge that required extensive planning. The site amenities on this project consisted of site/trail signage, benches, exercise equipment and an information kiosk. Chasco constructed most of the trail with in-house forces.



An unusual feature of this project was several large granite blocks that were located within the limits of construction along the trail. These blocks had fallen off rail cars when they were being transported to Austin for the construction of the State Capital. Chasco had to move the large blocks out of the way and decided to place a couple along the trail as amenities. The owner and landscape architect liked the placement and ended up requesting that several more be added along the length of the trail.

Management Tools: Thorough plan review, scheduling, submittal logs, weekly project team meetings, two week look aheads, experienced personnel and management.

Process: We evaluate each piece of the project through scheduling and sequencing to maximize safety and duration.

William Cannon Drive Ph 2

Owner: Carma Easton LLC
Contact: AJ Zorn (512) 831-770

Architect/Engineer: Peloton Land Solutions
Contact: Paulo Misi (512) 831-7700

Initial Contract Price: $5,784,840.00
Final Contract Price: $6,441,746.64



Description of Project: 1.2 miles of E. William Cannon Dr. This project included the west bound side of the roadway with its terminus at the existing intersection of US 183 & FM 1625. The project included the base and paving, multi-barrel box culverts, MSE walls, waterline install, type 'C' embankment, curb, sidewalk and all other roadway construction.



Management Tools: Thorough plan review, scheduling, submittal logs, weekly project team meetings, two week look aheads, experienced personnel and management.

Process: We evaluate each piece of the project through scheduling and sequencing to maximize safety and duration.

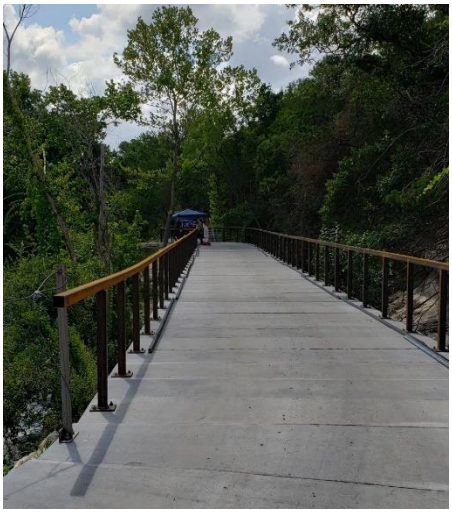
Brushy Creek Regional Trails Phase 5

Owner: Williamson County, TX
Blake Skiles (512) 943-1555

Architect/Engineer: Pape Dawson
James Lutz (512) 454-8711

Initial Contract Price: $2,339,929.45
Final Contract Price: $2,373,396.01

Description of Project: This project is the 5th phase of the trail system that parallels Brushy Creek. The scope consisted of constructing approximately 3,600 LF of new concrete trail on two sides of Brushy Creek, just west of Round Rock. The work included installation of three precast concrete boardwalk systems with pedestrian handrail that utilized CIP columns and piers, and precast caps, beams, and decks. A 120 ft prefabricated steel truss bridge was installed to span the creek and connect two of the boardwalk systems. Setting the bridge underneath LCRA electrical transmission lines presented a difficult challenge.





Management Tools: Thorough plan review, scheduling, submittal logs, weekly project team meetings, two week look aheads, experienced personnel and management.

Process: We evaluate each piece of the project through scheduling and sequencing to maximize safety and duration.

William Cannon Drive Ph 3

Owner: Brookfield Residential
AJ Zorn (512) 391-1330

Architect/Engineer: KT Civil
Peggy Carrasquillo (512) 758-7474

Initial Contract Price: 10,264,424.00
Final Contract Price: $11,320,134.00

Description of Project: This project was in a highly visible location and will extend the westbound lanes of William Cannon all the way to Hwy 183. it includes 1.7 miles of new roadway construction, with approx. 220 LF of new bridge installation. Roadway construction consisted of grading, lime treated subgrade, 14" flex base, HMAC paving, approximately 5,700 SF of new sidewalk, 17,200 LF of curb & gutter, traffic signal installation, 2,200 LF of storm sewer with curb and area inlets and 2 rain garden bio filtration ponds.

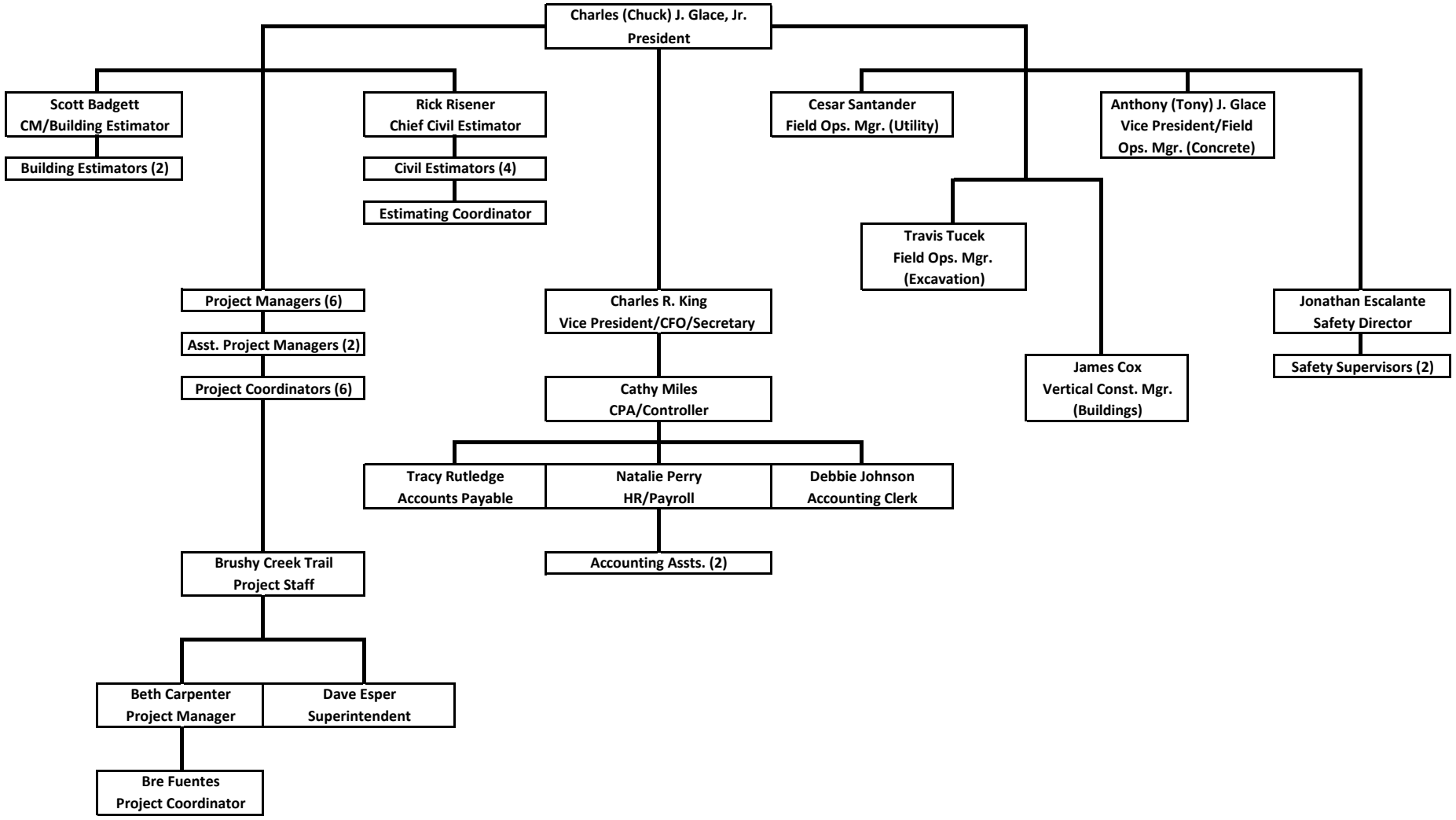




Management Tools: Thorough plan review, scheduling, submittal logs, weekly project team meetings, two week look aheads, experienced personnel and management.

Process: We evaluate each piece of the project through scheduling and sequencing to maximize safety and duration.

CHASCO CONSTRUCTORS, LTD., LLP.
ORGANIZATIONAL CHART



CHASCO CONSTRUCTORS

Beth Carpenter
Project Manager

Work History and Background

Beth has over 11 years of Project Management experience with the past 6 years at Chasco.

Project Experience

- Kalahari Resort & Conventions is a 350-acre resort that includes retail, indoor water park, a hotel and convention center, and multiple restaurants. It is located adjacent to SH 79 on the east side of Round Rock. Chasco scope includes the installation of the site utilities, drainage, curb and gutter, light pole foundations and all other site concrete including decorative paving for the project.
- Samsung ISO – Phase II is a new expansion for the Critical Chemical Storage consisting of 700 CY and 58 tons of reinforced structural concrete, 125 tons of structural steel along with a mechanical bridge spanning over existing active drive lanes connecting to existing facilities. The project also includes 11,000 SF of concrete masonry unit with 3hr rated walls, drywall and metal stud framing, exterior metal wall & roof panels, special coatings, site utilities to include 800 LF of fiber optic and data relocation and 6,000 SF of reinforced concrete paving.
- Bluebonnet Drive Reconstruction – Reconstruct .25 miles of existing 17” paving section for Chandler Creek Subdivision. Remove and Replace existing pavement with 8” lime stabilized subgrade, geogrid, 11” flex base and 6” HMAC paving. Scope includes remove and replace 1,280 SY sidewalk, 2,100 LF of curb and concrete valley gutters.
- RDO Equipment Parts and Service Additions Scope incudes 14,000 SF of slab on grade, 50,000 SF of concrete paving, 60 LF of curb and 740 SF of sidewalk. Slab on grade for this project includes placing angle edges and trench drains.
- Lakeside at Tessera HOA Boat Ramp – Construction of a private boat ramp on Lake Travis. Scope includes MSE Block retaining walls, concrete paving, grooved 7in thick boat ramp paving with articulated concrete block erosion protection and boat trailer parking.
- Celebration Church is a new 90,000 SF church recently constructed in Georgetown, TX. The facility has a childcare wing of 60,000 SF. The remaining 30,000 SF of the building includes the narthex (entry/ vestibule) and sanctuary. The narthex includes a bookstore and the “Blend”, a “bistro style” coffee service area. The sanctuary accommodates seating for over 2,600 guests and incorporates a state-of-the-art audio/visual system. The project had a 13-month schedule, but was completed in 12 months, in-spite of having over 40 rain days.
- Lexus of Lakeway, Austin, TX - The Lexus of Lakeway project was an extremely high-end full-service car dealership. The $21 million project consisted of a three-level main building of 86,000 SF, an 11,000 SF carwash/make ready building and all the associated site work. It represents the first and only new car dealership facility constructed in the City of Lakeway.

References

Barbara Garrett, Owner
Garrett Consulting Services
615-394-4977

Jim Freeman, President
Highroad Construction Services
512-844-6402

Dave Esper

Project Superintendent

R E S U M É

Additional Training & Certifications:

OSHA 30hr | 2009 HAZ-COM | Excavation | First Aid & CPR

Work History and Background

Dave has over 30 years of construction experience with Chasco Constructors. As a field foreman and Superintendent, Dave has extensive experience in earthwork, utilities, and civil concrete. He has constructed bridges and box culverts, major sedimentation, and filtration ponds, cast in place concrete walls over 30 feet in height as well as concrete tilt walls for commercial buildings.

Project Experience

- **Superintendent on Kenney Fort Blvd Segment 4B** - This project is a 6,520 LF four lane roadway with turn lanes and island medians for the City of Round Rock, Texas. The overall duration of the project was nine months and consisted of roadway demolition, 40,000 CY of excavation, 10,000 CY of general embankment, 5,000 CY of select fill embankment within the roadway, 15,500 CY of flex base for roadway and 10,600 TN of TY B asphalt paving with associated curb & gutter. Utility improvements consisted of steel casing for future waterlines, RCP SSL and a bridge class culvert, single barrel 10'x6'- 205 LF long. Project was completed on time and on budget
- **Superintendent on Brushy Creek Regional Trail Phase 5** - This project is the 5th phase of the trail system that parallels brushy creek. The scope consisted of constructing approximately 3,600 LF of new concrete trail on two sides of brushy creek, just west of round rock. The work included installation of three precast concrete boardwalk systems with pedestrian handrail that utilized CIP columns and piers, and precast caps, beams, and decks. A 120 ft prefabricated steel truss bridge was installed to span the creek and connect two of the boardwalk systems. Setting the bridge underneath ICRA electrical transmission lines presented a difficult challenge.
- **Superintendent on Department of Public Safety Emergency Vehicles Operation Course**, Florence, TX Owner - Texas Department of Public Safety – CM at Risk contract. Over 1,000,000 SF of concrete skills pads and 6.2-mile asphalt/concrete road track for vehicle skills and training, a skid pan for hydroplaning maneuvers and a grid of intersecting “city” streets complete with signalized intersections. During construction of the original $23.8 million dollar project a $3.7 million dollar change order was issued to construct a vehicle maintenance building. The project won the Gold Award for Industrial and Special Paving from the American Concrete Paving Association for 2010. Total project cost was $27.5M.
- **Superintendent on Brushy Creek Regional Trail, Phase 3**, Cedar Park, TX. This was a 2.6-mile section of 10’ wide concrete trail on the Brushy Creek Regional Trail System. The trail project from Parmer Lane to the Cedar Park YMCA consisted of clearing, grading, culverts, 10’ wide concrete trail, fencing, handrail and a wood boardwalk. There were also five 30’ to 90’ long engineered steel bridges with abutments and drilled piers that crossed Brushy Creek and its tributaries.
- **Superintendent on City of Round Rock Historic District Improvements** – New sidewalks, street and drainage improvements in historic downtown Round Rock, Texas. Included a requirement to keep all shops open and other various downtown businesses in continuous operation throughout the project.
- **Superintendent on Rivery Blvd. Bridge**, Georgetown, TX – The Rivery Blvd. Bridge is a 350’ long by 75’ wide four lane bridge with center median that runs 35’ above the South San Gabriel River in Georgetown, Texas. From a logistical standpoint the construction of the bridge was particularly challenging due to the existing and drastically different topography on the river. The north side had a sheer cliff face providing no access to the river below. The south side had a more gradual slope down to the river but required over 100,000 CY of embankment to raise the roadway to the designed elevation. Access for placing the foundation piers and constructing the interior bridge bents had to all be completed from the south side of the river.

References

Ryan Bartholomew
Lauren Concrete
(512) 389-2112

John Aldridge, P.E.
City of Georgetown, Texas
(512) 930-3555

CHASCO CONSTRUCTORS

R É S U M É

Rick Risener

Chief Civil Estimator

Education

Abilene Christian University

Training

OSHA 10 HR

Work History and Background

Rick has over 22 years of experience in residential, commercial, airport, heavy highway and civil construction. Rick has worked on projects that vary from pedestrian, vehicular, and railway bridges, public and private roadways, concrete and earthen dams, public parks and trail systems, subdivision infrastructure, site and pipeline utilities, site grading and site concrete work, single building and strip retail, multi-story office and medical buildings, pre-cast and cast-in-place concrete garages, and custom home building.

Project Experience

- Pedernales Summit Parkway Section 2, Bee Cave, TX – This project included an almost 1-mile extension of an existing roadway to complete the roadway loop. The roadway crossed Bee Creek which was spanned by a 300’ prestressed concrete beam bridge with 4 bents. 4,300 LF of 18”-60” storm, 8,000 LF of wastewater, and 5,000 LF of water were installed. 2 ponds with biofiltration systems, a turn lane off of SH 71, 2,800 tons of asphalt and 38,000 SF of sidewalk completed this parkway that services the expanding Sweetwater community.
- SAP ABIA Parking Lot, Austin, TX – The Park and Zoom facility is a 20-acre ground lease parking lot at ABIA. Construction included 2,400 SF operations building, 4,600 LF of water, wastewater and storm drainage piping, 268 drilled piers to support the canopy framing that covers 90% of the site, sitework, site concrete, 69,000 SY of asphalt and 35,000 SF of concrete paving for 1,860 parking spaces. To increase revenue, it was decided to cover the pond which created 75 additional spaces. The original pond was 300’ long and 90’ wide with 12’ tall concrete retaining walls on all 4 sides. The pond was reengineered to accommodate the inclusion of CIP concrete beams on internal columns and pilasters that supported concrete topped hollow core planks.
- Extend Taxiway A (North and South Ends), Austin, TX – This project consisted of expanding both the north and south ends of an existing taxiway at Austin Bergstrom International airport. The extensions were 2,700 lf of 135’ wide 16” thick concrete and asphalt taxiway. All the work was done to FAA specifications and was located within the AOA secured area with aircraft traffic crossing the access to the work areas.

References

Mr. Antonio Prete
Waeltz & Prete, Inc
(512) 505-8953
tony@w-pinc.com

Mr. Troy Jamail
HWA Parking/Strickland-Jamail
(512) 592-3277
troy.jamil@hwaparking.com

Mr. James Heironimus
NXP Semiconductors, Inc.
(512) 933-2104
james.heironimus@nxp.com

CHASCO CONSTRUCTORS

R E S U M É

Cesar Santander

Utility Manager

Additional Training & Certifications

- CPR Training
- Trench Safety Systems
- OSHA Certified Competent Person Training
- OSHA Certified Confined Space Entry
- Traffic Control
- OSHA 30

Work History and Background

Cesar has been with Chasco for 15 years, working his way up through the rankings. Four years ago he elevated to the role of Utility Manager at Chasco. He can construct all types of underground utilities. One of his greatest assets is his personality: he gets along extremely well with owners, inspectors, and his fellow teammates at Chasco.

Project Experience

- Formula One, Cottonwood Section 1, Airport Lot G3, Conrac Garage Phase 1, Legacy South Park Apartments,
- Todd Lark Project
- Timmerman School and Stadium
- Freescale 183 and Freescale William Cannon
- MTZ Church
- Kalahari Resort & Conventions is a 350-acre resort that includes retail, indoor water park, a hotel and convention center, and multiple restaurants. It is located adjacent to SH 79 on the east side of Round Rock. Chasco scope includes the installation of the site utilities, drainage, curb and gutter, light pole foundations and all other site concrete including decorative paving for the project.
- Whisper Valley Village 1 Subdivision, Manor, TX – This project included all earthwork, underground utilities, cement treated road base, curb & gutter, asphalt paving, signage & striping, sidewalks, two City of Austin wet ponds, a large vegetative filter strip and all revegetation on a 50+ acre new subdivision.
- Braker Lane Extension, Manor, TX – This project included a 1.5-mile boulevard connected to FM 973 and extending east toward Taylor Lane. The major scopes of work included extensive earthwork, lime stabilized road base, curb & gutter, asphalt paving, signage & striping, a TXDOT turn lane connecting to the boulevard, underground storm drainage, sidewalks, one wet pond, four water quality filter ponds, multiple large drainage channels, revegetation and over 3 miles of TXDOT fencing.

Jonathan Escalante, CSHO, CHST
Director of Health and Safety

R E S U M É

Education

Universidad Valle Del Bravo, Mexico 2005

Additional Training & Certificates:

- CSHO (Certified Safety and Health Official)
- CHST (Construction Health and Safety Technician)
- OSHA 500 Trainer Course in Occupational Safety and Health Standards for the Construction Industry
- OSH510 Occupational Standards for the Construction Industry
- OSH311 Fall Protection
- OSH521 Industrial Hygiene
- PRT260 Cranes and Material Handling
- OSH301 Excavation, Trenching and Soil Mechanics
- CPR/FA Certified Trainer
- PRT123 Scaffold Training
- Traffic Control Flagger Training (Train the trainer)
- OSH755 Accident Investigation

Project Experience

SH 130 - *Lone Star Infrastructure. Hutto, Tx. (10/2005-8/2009)*
Position: Safety Supervisor / HR Assistant **Project Value:** 1.6 Billion USD
Main activities:

- Responsible for day to day environmental health and safety related activity with a specific focus on reducing incident rates and workers comp.
- Develop and implement required Safety Programs and progressive disciplinary actions.
- Develop Safety incentive program
- Implement accident prevention program
- Field Safety Inspections
- Provide monthly reports to the Fluor Corporate Office, including accident investigations, injury summary reports (man-hours included) and project close out-forms.

Safety Director (08/2009 – Present)

- Accident investigation / Case manager
- Conduct Mass meetings, Safety talks.
- New Hire Safety Orientation
- Training such as: Fall Protection, Confined Space, Haz-Mat, Traffic Awareness
- Responsible for OSHA compliance and record keeping, Worker's Comp Issues
- Random Drug testing coordinator (DOT and Non-DOT)
- HR New hire orientation
- Minor HR duties such as: Terminations, spreadsheet, employee benefits.
- Coordinate office management and special projects with a high degree of efficiency.
- Manage capital purchases, direct vendor relations, generate and maintain equipment tracking records.

Construcciones del Panuco. Mexico (06/2002-09/2005)
Position: Safety Apprentice
Main activities:

- Protect Health and Safety of the employees as well as the company.
- Follow Safety Standards set by the Social Security Safety Regulation of the Mexican Institute.
- Safety inspections / investigations.
- Medical Case Management
- Safety Training to employees (adapted by OSHA 1926)
- Report all data of incidents / accidents to CEO monthly.

References

Mr. Ignacio Guerra
Fluor Daniel Ent.
(210) 273-1774

Brayan Loya
Fluor Daniel Ent.
(512) 769-4339

Larry Connelly
AGC of Austin
(512) 748-1830

CHASCO CONSTRUCTORS

R E S U M É

Charles J. (Chuck) Glace, Jr.

President

Education

Central Michigan University / U.T. Austin

Work History and Background

Chuck has over 38 years of diversified construction experience. He has extensive background in concrete flatwork, structural concrete, tilt-wall, decorative concrete, excavation, and utility work. Chuck has complete responsibility for overall coordination of Chasco's operations. To him, the retention and advancement of individuals speaks directly to Chasco's success. Chuck is a driving force in the organization and training of Chasco's talent in both the office and the field. He provides ongoing leadership to the management team and to the self-perform operations, helping Chasco to provide better control and exceptional service to its customers. Chuck serves on the Board of the YMCA of Round Rock. He is also a board member of the Round Rock Chamber, a board member of the American Concrete Institute, a member of the Construction Specifications Institute, the American Society of Concrete Construction, the Associated General Contractors of America, and a Board member of The Round Rock Community Foundation.

Project Experience

- Georgetown Hospital, Georgetown, TX – 40,000 SF Addition / Renovation, including 3-story concrete building with pan slab construction.
- South Austin Hospital, Austin, TX – New surgery wing.
- AMP Packaging Office and Manufacturing Facility, Round Rock, TX – Design/Build Contract for 58,000 SF tiltwall computer manufacturing facility.
- Interpoint Retail Center, Austin, TX – 160,000 SF cast in place concrete structure with underground parking garage.
- Tellabs Operations, Round Rock, TX – 48,000 SF tiltwall manufacturing addition to the existing facility.
- Classic Toyota, Round Rock, TX – Construction of a new car sales building, body shop, parking, drives, new car display, and detention / filtration structures.
- Austin VA Hospital / Clinic, Austin, TX – 45,000 SF slab on grade with related site work.
- St. Philips Family Life Center, Round Rock, TX – 11,000 SF church facility, including worship areas, class rooms, elevated altar / stage, commercial food preparation, and child care.
- Shoal Creek Bridge, Austin, TX – New 2-span bridge over Shoal Creek including channel work and slope protection to flood prone creek.
- Expo Business Park, Austin, TX – Two 124,000 SF concrete tiltwall buildings, including all site development and utility construction.

References

Mr. Mark Remmert
Chief Building Inspector
City of Round Rock
512-218-6600

Mr. Brent Jones, P.E.
Civil Engineer
Randall Jones Engineering
(512) 415-3012

Mr. Chad McDowell
General Services Director
City of Round Rock
(512) 671-2890

R E S U M É

CHASCO CONSTRUCTORS

Charles R. King
CFO, Vice President, Secretary and Treasurer

Education

BBA in Accounting – Lamar University
CPA Certification – Texas Society of CPA's

Work History and Background

Charles has over 40 years experience as an entrepreneurial financial accountant. He began his career with a national accounting firm prior to joining a local CPA firm. As a partner in this firm, he was responsible for a wide array of tax and financial accounting engagements for small businesses and individuals. Subsequently, he spent 15 years as CFO of a multi-location, multi-franchise car dealership conglomerate. In this role he was responsible for the financial, treasury and IT functions.

At Chasco, Charles is responsible for the financial function, as well as strategic planning, tax issues and cash management.

References

Mr. Troy Voelker
McNery & Voelker
512-255-6940

Mr. Jeff Anderson
RSM Austin, CPA's
512-476-0717

CHASCO CONSTRUCTORS

RESUMÉ

Tony Glace
Vice President/Concrete Manager

Education

Texas A&M University
BS Building Construction

University of Toledo
Architectural Technology

Additional Training & Certifications:

OSHA 30 Hour Safety Training
Excavation Training
MSHA Mine Safety 40 Hour

Work History and Background

Tony has over 40 years of construction experience with Chasco Constructors. As a field foreman and Superintendent, Tony has extensive experience in all areas of construction including heavy/highway and commercial/industrial buildings. He has constructed bridges and box culverts, multi-story concrete buildings, concrete walls up to 35 feet in height, tilt wall, and all phases of site work. Chasco relies on Tony's ability to manage our most complex and time restricted projects. Tony now oversees all of Chasco's concrete operations. Which includes 17 crews.

Project Experience

- Shops at Tech Ridge Retail Center, Austin, TX - 11 concrete tilt wall shell buildings, totaling over 200,000 square feet on a 50 acre site. Numerous retaining walls up to 35 feet in height, sidewalks, paving, storm system and all utilities.
- StoneCreek II Office Project, Austin, TX – 165,000 SF Class "A" four story office building with a 240,000 SF four-story parking garage. This project incorporated a tremendous amount of cast in place structural reinforced concrete as well as precast concrete components. This project was completed in record time and delivered to Ownership 2 months ahead of schedule.
- AT&T Web Hosting Facility – 131,000 SF Tilt Wall Structure with EIFS accents that included approximately 12 acres of associated site improvements, utilities, and detention filtration ponds. The shell building was completed and turned over to Ownership in less than 150 days
- Eastside Post Office, Round Rock, TX- 60,000 SF postal facility for the Federal Government and the City of Round Rock. This project included extensive site work and concrete paving as well as a completed finished out and functional building with an ornate masonry exterior and sophisticated interior amenities and security devices.
- Airport Taxiways & Holding Aprons, Georgetown, TX- A strategically planned and coordinated site improvement project of major runways and taxiways including modifications and improvements to the existing storm drainage and grading around the airport. Project included adding new airplane staging areas as well as re-surfacing of existing runways.
- TXDOT Storm Water Filtration Ponds – A multi-million dollar site development project located in the environmentally critical Edwards Aquifer Re-charge Zone. This project included major rock excavation, embankment shoring, and highly engineered structurally tapered concrete retaining walls in excess of 30 feet in height.
- Austin Aero FBO – Construction of 5 aircraft hangers and a two-story terminal building. Then project infrastructure included all under ground utilities, site concrete and HMAC paving. It involved working closely with NAPT during the new construction of Austin-Bergstrom International Airport.

References

Ryan Bartholomew
Lauren Concrete
(512) 470-7926

R.J. Nitsche
The Nitsche Group
(979) 540-2225

Ronnie Prado
Prado Enterprises
(512) 848-9446

BRUSHY CREEK REGIONAL TRAIL ALONG HAIRY MAN ROAD
BIDTAB
1/30/2025
RVi PROJECT NUMBER: **20000381**

ITEM NO	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
CIVIL					
0100-7002	PREPARING ROW	STA	71	$ 3,070.00	$ 217,970.00
0100-7003	PREP ROW (TREE REMOVE) (0"-12" DIA)	EA	14	$ 750.00	$ 10,500.00
0100-7004	PREP ROW (TREE REMOVE) (12"-24" DIA)	EA	3	$ 1,850.00	$ 5,550.00
0104-7006	REMOV CONC (RIPRAP)	SY	75	$ 20.00	$ 1,500.00
0104-7008	REMOV CONC (MEDIANS)	SY	33	$ 20.00	$ 660.00
0110-7001	EXCAV (ROADWAY)	CY	4108	$ 30.00	$ 123,240.00
0132-7015	EMBANK (VEH)(OC)(TY B)	CY	2917	$ 18.00	$ 52,506.00
0161-7002	COMPOST MANUF TOPSOIL (4")	SY	17090	$ 3.00	$ 51,270.00
0164-7012	DRILL SEED (PERM_URBAN_CLAY)	SY	17090	$ 0.25	$ 4,272.50
0168-7001	VEGETATIVE WATERING	TGL	29.6	$ 100.00	$ 2,960.00
0169-7001	SOIL RET BLKT(SL_MOD_CLAY_SHORT)	SY	5133	$ 1.50	$ 7,699.50
0170-7001	IRRIGATION SYSTEM	LS	1	$ 16,000.00	$ 16,000.00
0194-7007	ROADSIDE AMENITY (WHEEL STOP)	EA	21	$ 130.00	$ 2,730.00
0194-7010	ROADSIDE AMENITY (BOULDER)	EA	20	$ 360.00	$ 7,200.00
0247-7044	FL BS (CMP IN PLC)(TY D GR1-2 OR 5)(6")	SY	1263	$ 15.00	$ 18,945.00
0310-7015	PRIME COAT (MULTI OPTION)	GAL	316	$ 8.00	$ 2,528.00
0341-7001	D-GR HMA TY-B PG64-22	TON	384	$ 140.00	$ 53,760.00
0341-7058	D-GR HMA TY-D SAC-B PG76-22	TON	128	$ 220.00	$ 28,160.00
0341-7082	TACK COAT	GAL	279	$ 9.00	$ 2,511.00
0360-7002	CONC PVMT (CRCP) (8")	SY	199	$ 155.00	$ 30,845.00
0420-7006	CL A CONC (FLUME)	CY	43	$ 2,000.00	$ 86,000.00
0423-7014	RETAINING WALL (STONE)	SF	90	$ 65.00	$ 5,850.00
0432-7002	RIPRAP (CONC)(5 IN)	CY	100	$ 1,200.00	$ 120,000.00
0432-7003	RIPRAP (CONC)(6 IN)	CY	18	$ 1,200.00	$ 21,600.00
0442-7007	STR STEEL (MISC NON-BRIDGE)	LB	26250	$ 3.50	$ 91,875.00
0462-7011	CONC BOX CULV (6 FT X 3 FT)	LF	162	$ 790.00	$ 127,980.00
0464-7005	RC PIPE (CL III)(24 IN)	LF	140	$ 110.00	$ 15,400.00
0464-7032	RC PIPE (CL V)(18 IN)	LF	66	$ 105.00	$ 6,930.00
0465-7070	INLET (COMPL)(PSL)(RC)(3FTX3FT)	EA	1	$ 5,500.00	$ 5,500.00
0466-7033	HEADWALL (CH - FW - 30) (DIA= 18 IN)	EA	1	$ 6,000.00	$ 6,000.00
0466-7105	HEADWALL (CH - PW - 0) (DIA= 36 IN)	EA	1	$ 9,000.00	$ 9,000.00
0466-7114	HEADWALL (CH - PW - S) (DIA= 18 IN)	EA	1	$ 7,000.00	$ 7,000.00
0466-7160	WINGWALL (FW - S) (HW=4 FT)	EA	2	$ 11,000.00	$ 22,000.00
0466-7161	WINGWALL (FW - S) (HW=5 FT)	EA	2	$ 13,000.00	$ 26,000.00
0496-7019	REMOV STR (RET WALL)	LF	46	$ 30.00	$ 1,380.00
0500-7001	MOBILIZATION	LS	1	$ 401,000.00	$ 401,000.00
0502-7001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	10	$ 3,500.00	$ 35,000.00
0503-7001	PORTABLE CHANGEABLE MESSAGE SIGN	DAY	260	$ 50.00	$ 13,000.00
0506-7002	ROCK FILTER DAMS (INSTALL) (TY 2)	LF	235	$ 35.00	$ 8,225.00
0506-7011	ROCK FILTER DAMS (REMOVE)	LF	235	$ 20.00	$ 4,700.00
0506-7020	CONSTRUCTION EXITS (INSTALL) (TY 1)	SY	336	$ 21.00	$ 7,056.00
0506-7024	CONSTRUCTION EXITS (REMOVE)	SY	336	$ 10.00	$ 3,360.00
0506-7039	TEMP SEDMT CONT FENCE (INSTALL)	LF	8463	$ 4.00	$ 33,852.00
0506-7041	TEMP SEDMT CONT FENCE (REMOVE)	LF	8463	$ 1.00	$ 8,463.00
0506-7043	BIODEG EROSN CONT LOGS (INSTL) (8")	LF	177	$ 7.00	$ 1,239.00
0506-7046	BIODEG EROSN CONT LOGS (REMOVE)	LF	177	$ 2.00	$ 354.00
0529-7001	CONC CURB (TY I)	LF	367	$ 35.00	$ 12,845.00
0529-7002	CONC CURB (TY II)	LF	129	$ 50.00	$ 6,450.00
0529-7016	CONC CURB (TY C1)	LF	875	$ 240.00	$ 210,000.00
0531-7003	CONC SIDEWALKS (6")	SY	7587	$ 104.00	$ 789,048.00
0531-7010	CURB RAMPS (TY 7)	EA	4	$ 2,900.00	$ 11,600.00
0550-XXXX	SPLIT RAIL FENCE	LF	100	$ 45.00	$ 4,500.00
0644-7001	IN SM RD SN SUP&AM TY10BWG(1)SA(P)	EA	4	$ 1,150.00	$ 4,600.00
0644-7065	RELOCATE SM RD SN SUP&AM TY 10BWG	EA	3	$ 800.00	$ 2,400.00
0666-7003	REFL PAV MRK TY I (W)4"(DOT)(100MIL)	LF	472	$ 3.50	$ 1,652.00
0666-7036	REFL PAV MRK TY I (W)24"(SLD)(100MIL)	LF	253	$ 18.00	$ 4,554.00
0666-7084	REFL PAV MRK TY I (W)(SYMBOL)(100MIL)	EA	2	$ 680.00	$ 1,360.00
0666-7352	PAVEMENT SLER 24"	LF	253	$ 6.00	$ 1,518.00
0678-7001	PAV SURF PREP FOR MRK (4")	LF	472	$ 1.50	$ 708.00
0678-7008	PAV SURF PREP FOR MRK (24")	LF	253	$ 3.00	$ 759.00
0678-7021	PAV SURF PREP FOR MRK (SYMBOL)	EA	2	$ 110.00	$ 220.00
3006-7001	UNDERSEAL COURSE	GAL	334	$ 14.00	$ 4,676.00
7016-6068	NEW SEWER SERVICE LATERAL	EA	1	$ 50,000.00	$ 50,000.00
7016-60SS	48 IN SANITARY MANHOLE	EA	1	$ 10,000.00	$ 10,000.00
7016-60XX	NEW WATER SERVICE (1-1/2IN)	EA	1	$ 35,000.00	$ 35,000.00
W-100	WATER WELL PLUG/ ABANDONMENT	LS	1	$ 10,000.00	$ 10,000.00

ITEM NO	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
LANDSCAPE					
100	TREE PROTECTION FENCE	LF	8550	$ 5.00	$ 42,750.00
192	SHADE TREES	EA	30	$ 1,350.00	$ 40,500.00
192	ORNAMENTAL TREES	EA	11	$ 630.00	$ 6,930.00
192	SHRUBS AND GRASSES	EA	130	$ 35.00	$ 4,550.00
192	EDGING	LF	310	$ 7.00	$ 2,170.00
164	GROUNDCOVER	SF	632	$ 18.00	$ 11,376.00
323300	BIKE RACKS	EA	2	$ 1,500.00	$ 3,000.00
SS-1	TRAIL INFORMATIONAL SIGN	EA	1	$ 4,200.00	$ 4,200.00
SS-1	TRAIL DIRECTIONAL SIGN	EA	1	$ 2,600.00	$ 2,600.00
SS-2	TRAIL MILE MARKER	EA	4	$ 1,750.00	$ 7,000.00
SS-3	POST AND SIGN GATE	LS	1	$ 4,700.00	$ 4,700.00
SS-4	SITE LIGHTING AND ELECTRICAL	LS	1	$ 50,000.00	$ 50,000.00
ARCHITECTURE					
SS-5.1	PREFABRICATED RESTROOM AND UTILITY CONNECTIONS	LS	1	$ 190,000.00	$ 190,000.00
SS-5.2	RESTROOM PAD PREPARATION	LS	1	$ 3,400.00	$ 3,400.00
				BASE BID TOTAL	**$ 3,244,637.00**
BID ADD ALTERNATE					
ITEM NO	**DESCRIPTION**	**UNIT**	**QUANTITY**	**UNIT COST**	**TOTAL COST**
CIVIL					
0100-7002	PREPARING ROW	STA	10	$ 9,500.00	$ 95,000.00
0100-7003	PREP ROW (TREE REMOVE) (0-12" DIA)	EA	2	$ 750.00	$ 1,500.00
0100-7004	PREP ROW (TREE REMOVE) (12-24" DIA)	EA	4	$ 1,850.00	$ 7,400.00
0110-7001	EXCAV (ROADWAY)	CY	491	$ 40.00	$ 19,640.00
0110-7002	EXCAV (CHANNEL)	CY	197	$ 50.00	$ 9,850.00
0132-7015	EMBANK (VEH)(OC)(TY B)	CY	45	$ 25.00	$ 1,125.00
0161-7002	COMPOST MANUF TOPSOIL (4")	SY	2409	$ 3.00	$ 7,227.00
0164-7012	DRILL SEED (PERM_URBAN_CLAY)	SY	2409	$ 0.25	$ 602.25
0168-7001	VEGETATIVE WATERING	TGL	4.2	$ 300.00	$ 1,260.00
0169-7001	SOIL RET BLKT(SL_MOD_CLAY_SHORT)	SY	1497	$ 2.00	$ 2,994.00
0400-7010	CEM STABIL BKFL	CY	24	$ 300.00	$ 7,200.00
0416-7004	DRILL SHAFT (24 IN)	LF	180	$ 310.00	$ 55,800.00
0420-7006	CL A CONC (FLUME)	CY	5	$ 1,850.00	$ 9,250.00
0420-7012	CL C CONC (ABUT)	CY	15.2	$ 2,350.00	$ 35,720.00
0420-7022	CL C CONC (CAP)	CY	16.5	$ 2,750.00	$ 45,375.00
0420-7038	CL C CONC (COLUMN)	CY	2.8	$ 4,000.00	$ 11,200.00
0422-6019	SLAB SPAN	CY	140	$ 2,350.00	$ 329,000.00
0432-7002	RIPRAP (CONC)(5 IN)	CY	22.8	$ 1,200.00	$ 27,360.00
0432-7047	RIPRAP (STONE PROTECTION)(30 IN)	CY	140.3	$ 300.00	$ 42,090.00
0442-7007	STR STEEL (MISC NON-BRIDGE)	LB	2625	$ 3.75	$ 9,843.75
0500-7001	MOBILIZATION	LS	1	$ 55,000.00	$ 55,000.00
0502-7001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	6	$ 1,000.00	$ 6,000.00
0506-7039	TEMP SEDMT CONT FENCE (INSTALL)	LF	2028	$ 4.00	$ 8,112.00
0506-7041	TEMP SEDMT CONT FENCE (REMOVE)	LF	2028	$ 1.00	$ 2,028.00
0531-7003	CONC SIDEWALKS (6")	SY	1093	$ 104.00	$ 113,672.00
0644-7001	IN SM RD SN SUP&AM TY10BWG(1)SA(P)	EA	3	$ 1,150.00	$ 3,450.00
LANDSCAPE					
100	TREE PROTECTION FENCE	LF	1420	$ 5.00	$ 7,100.00
				BID ALT TOTAL	**$ 914,799.00**
				BASE BID + BID ALT	**$ 4,159,436.00**

BRUSHY CREEK REGIONAL TRAIL ALONG HAIRY MAN ROAD
BIDTAB
1/30/2025
RVi PROJECT NUMBER: **20000381**

ITEM NO	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
CIVIL					
0100-7002	PREPARING ROW	STA	71	$ 2,500.00	$ 177,500.00
0100-7003	PREP ROW (TREE REMOVE) (0"-12" DIA)	EA	14	$ 750.00	$ 10,500.00
0100-7004	PREP ROW (TREE REMOVE) (12"-24" DIA)	EA	3	$ 1,500.00	$ 4,500.00
0104-7006	REMOV CONC (RIPRAP)	SY	75	$ 20.00	$ 1,500.00
0104-7008	REMOV CONC (MEDIANS)	SY	33	$ 20.00	$ 660.00
0110-7001	EXCAV (ROADWAY)	CY	4108	$ 30.00	$ 123,240.00
0132-7015	EMBANK (VEH)(OC)(TY B)	CY	2917	$ 18.00	$ 52,506.00
0161-7002	COMPOST MANUF TOPSOIL (4")	SY	17090	$ 2.00	$ 34,180.00
0164-7012	DRILL SEED (PERM_URBAN_CLAY)	SY	17090	$ 0.25	$ 4,272.50
0168-7001	VEGETATIVE WATERING	TGL	29.6	$ 100.00	$ 2,960.00
0169-7001	SOIL RET BLKT(SL_MOD_CLAY_SHORT)	SY	5133	$ 1.50	$ 7,699.50
0170-7001	IRRIGATION SYSTEM	LS	1	$ 16,000.00	$ 16,000.00
0194-7007	ROADSIDE AMENITY (WHEEL STOP)	EA	21	$ 130.00	$ 2,730.00
0194-7010	ROADSIDE AMENITY (BOULDER)	EA	20	$ 360.00	$ 7,200.00
0247-7044	FL BS (CMP IN PLC)(TY D GR1-2 OR 5)(6")	SY	1263	$ 15.00	$ 18,945.00
0310-7015	PRIME COAT (MULTI OPTION)	GAL	316	$ 8.00	$ 2,528.00
0341-7001	D-GR HMA TY-B PG64-22	TON	384	$ 140.00	$ 53,760.00
0341-7058	D-GR HMA TY-D SAC-B PG76-22	TON	128	$ 220.00	$ 28,160.00
0341-7082	TACK COAT	GAL	279	$ 9.00	$ 2,511.00
0360-7002	CONC PVMT (CRCP) (8")	SY	199	$ 155.00	$ 30,845.00
0420-7006	CL A CONC (FLUME)	CY	43	$ 1,850.00	$ 79,550.00
0423-7014	RETAINING WALL (STONE)	SF	90	$ 65.00	$ 5,850.00
0432-7002	RIPRAP (CONC)(5 IN)	CY	100	$ 1,200.00	$ 120,000.00
0432-7003	RIPRAP (CONC)(6 IN)	CY	18	$ 1,200.00	$ 21,600.00
0442-7007	STR STEEL (MISC NON-BRIDGE)	LB	26250	$ 3.50	$ 91,875.00
0462-7011	CONC BOX CULV (6 FT X 3 FT)	LF	162	$ 790.00	$ 127,980.00
0464-7005	RC PIPE (CL III)(24 IN)	LF	140	$ 110.00	$ 15,400.00
0464-7032	RC PIPE (CL V)(18 IN)	LF	66	$ 105.00	$ 6,930.00
0465-7070	INLET (COMPL)(PSL)(RC)(3FTX3FT)	EA	1	$ 5,500.00	$ 5,500.00
0466-7033	HEADWALL (CH - FW - 30) (DIA= 18 IN)	EA	1	$ 6,000.00	$ 6,000.00
0466-7105	HEADWALL (CH - PW - 0) (DIA= 36 IN)	EA	1	$ 9,000.00	$ 9,000.00
0466-7114	HEADWALL (CH - PW - S) (DIA= 18 IN)	EA	1	$ 7,000.00	$ 7,000.00
0466-7160	WINGWALL (FW - S) (HW=4 FT)	EA	2	$ 11,000.00	$ 22,000.00
0466-7161	WINGWALL (FW - S) (HW=5 FT)	EA	2	$ 13,000.00	$ 26,000.00
0496-7019	REMOV STR (RET WALL)	LF	46	$ 30.00	$ 1,380.00
0500-7001	MOBILIZATION	LS	1	$ 374,500.00	$ 374,500.00
0502-7001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	10	$ 3,500.00	$ 35,000.00
0503-7001	PORTABLE CHANGEABLE MESSAGE SIGN	DAY	260	$ 50.00	$ 13,000.00
0506-7002	ROCK FILTER DAMS (INSTALL) (TY 2)	LF	235	$ 35.00	$ 8,225.00
0506-7011	ROCK FILTER DAMS (REMOVE)	LF	235	$ 20.00	$ 4,700.00
0506-7020	CONSTRUCTION EXITS (INSTALL) (TY 1)	SY	336	$ 21.00	$ 7,056.00
0506-7024	CONSTRUCTION EXITS (REMOVE)	SY	336	$ 10.00	$ 3,360.00
0506-7039	TEMP SEDMT CONT FENCE (INSTALL)	LF	8463	$ 4.00	$ 33,852.00
0506-7041	TEMP SEDMT CONT FENCE (REMOVE)	LF	8463	$ 1.00	$ 8,463.00
0506-7043	BIODEG EROSN CONT LOGS (INSTL) (8")	LF	177	$ 7.00	$ 1,239.00
0506-7046	BIODEG EROSN CONT LOGS (REMOVE)	LF	177	$ 2.00	$ 354.00
0529-7001	CONC CURB (TY I)	LF	367	$ 35.00	$ 12,845.00
0529-7002	CONC CURB (TY II)	LF	129	$ 50.00	$ 6,450.00
0529-7016	CONC CURB (TY C1)	LF	875	$ 240.00	$ 210,000.00
0531-7003	CONC SIDEWALKS (6")	SY	7587	$ 95.00	$ 720,765.00
0531-7010	CURB RAMPS (TY 7)	EA	4	$ 2,900.00	$ 11,600.00
0550-XXXX	SPLIT RAIL FENCE	LF	100	$ 45.00	$ 4,500.00
0644-7001	IN SM RD SN SUP&AM TY10BWG(1)SA(P)	EA	4	$ 1,150.00	$ 4,600.00
0644-7065	RELOCATE SM RD SN SUP&AM TY 10BWG	EA	3	$ 800.00	$ 2,400.00
0666-7003	REFL PAV MRK TY I (W)4"(DOT)(100MIL)	LF	472	$ 3.50	$ 1,652.00
0666-7036	REFL PAV MRK TY I (W)24"(SLD)(100MIL)	LF	253	$ 18.00	$ 4,554.00
0666-7084	REFL PAV MRK TY I (W)(SYMBOL)(100MIL)	EA	2	$ 680.00	$ 1,360.00
0666-7352	PAVEMENT SLER 24"	LF	253	$ 6.00	$ 1,518.00
0678-7001	PAV SURF PREP FOR MRK (4")	LF	472	$ 1.50	$ 708.00
0678-7008	PAV SURF PREP FOR MRK (24")	LF	253	$ 3.00	$ 759.00
0678-7021	PAV SURF PREP FOR MRK (SYMBOL)	EA	2	$ 110.00	$ 220.00
3006-7001	UNDERSEAL COURSE	GAL	334	$ 14.00	$ 4,676.00
7016-6068	NEW SEWER SERVICE LATERAL	EA	1	$ 50,000.00	$ 50,000.00
7016-60SS	48 IN SANITARY MANHOLE	EA	1	$ 10,000.00	$ 10,000.00
7016-60XX	NEW WATER SERVICE (1-1/2IN)	EA	1	$ 35,000.00	$ 35,000.00
W-100	WATER WELL PLUG/ ABANDONMENT	LS	1	$ 10,000.00	$ 10,000.00

ITEM NO	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
LANDSCAPE					
100	TREE PROTECTION FENCE	LF	8550	$ 5.00	$ 42,750.00
192	SHADE TREES	EA	30	$ 1,350.00	$ 40,500.00
192	ORNAMENTAL TREES	EA	11	$ 630.00	$ 6,930.00
192	SHRUBS AND GRASSES	EA	130	$ 35.00	$ 4,550.00
192	EDGING	LF	310	$ 7.00	$ 2,170.00
164	GROUNDCOVER	SF	632	$ 18.00	$ 11,376.00
323300	BIKE RACKS	EA	2	$ 1,500.00	$ 3,000.00
SS-1	TRAIL INFORMATIONAL SIGN	EA	1	$ 4,200.00	$ 4,200.00
SS-1	TRAIL DIRECTIONAL SIGN	EA	1	$ 2,600.00	$ 2,600.00
SS-2	TRAIL MILE MARKER	EA	4	$ 1,750.00	$ 7,000.00
SS-3	POST AND SIGN GATE	LS	1	$ 4,700.00	$ 4,700.00
SS-4	SITE LIGHTING AND ELECTRICAL	LS	1	$ 50,000.00	$ 50,000.00
ARCHITECTURE					
SS-5.1	PREFABRICATED RESTROOM AND UTILITY CONNECTIONS	LS	1	$ 185,000.00	$ 185,000.00
SS-5.2	RESTROOM PAD PREPARATION	LS	1	$ 3,400.00	$ 3,400.00
				BASE BID TOTAL	**$ 3,079,794.00**
BID ADD ALTERNATE					
ITEM NO	**DESCRIPTION**	**UNIT**	**QUANTITY**	**UNIT COST**	**TOTAL COST**
CIVIL					
0100-7002	PREPARING ROW	STA	10	$ 7,500.00	$ 75,000.00
0100-7003	PREP ROW (TREE REMOVE) (0-12" DIA)	EA	2	$ 750.00	$ 1,500.00
0100-7004	PREP ROW (TREE REMOVE) (12-24" DIA)	EA	4	$ 1,500.00	$ 6,000.00
0110-7001	EXCAV (ROADWAY)	CY	491	$ 40.00	$ 19,640.00
0110-7002	EXCAV (CHANNEL)	CY	197	$ 50.00	$ 9,850.00
0132-7015	EMBANK (VEH)(OC)(TY B)	CY	45	$ 25.00	$ 1,125.00
0161-7002	COMPOST MANUF TOPSOIL (4")	SY	2409	$ 2.00	$ 4,818.00
0164-7012	DRILL SEED (PERM_URBAN_CLAY)	SY	2409	$ 0.25	$ 602.25
0168-7001	VEGETATIVE WATERING	TGL	4.2	$ 300.00	$ 1,260.00
0169-7001	SOIL RET BLKT(SL_MOD_CLAY_SHORT)	SY	1497	$ 2.00	$ 2,994.00
0400-7010	CEM STABIL BKFL	CY	24	$ 300.00	$ 7,200.00
0416-7004	DRILL SHAFT (24 IN)	LF	180	$ 310.00	$ 55,800.00
0420-7006	CL A CONC (FLUME)	CY	5	$ 1,850.00	$ 9,250.00
0420-7012	CL C CONC (ABUT)	CY	15.2	$ 2,350.00	$ 35,720.00
0420-7022	CL C CONC (CAP)	CY	16.5	$ 2,750.00	$ 45,375.00
0420-7038	CL C CONC (COLUMN)	CY	2.8	$ 4,000.00	$ 11,200.00
0422-6019	SLAB SPAN	CY	140	$ 2,350.00	$ 329,000.00
0432-7002	RIPRAP (CONC)(5 IN)	CY	22.8	$ 1,200.00	$ 27,360.00
0432-7047	RIPRAP (STONE PROTECTION)(30 IN)	CY	140.3	$ 300.00	$ 42,090.00
0442-7007	STR STEEL (MISC NON-BRIDGE)	LB	2625	$ 3.75	$ 9,843.75
0500-7001	MOBILIZATION	LS	1	$ 43,500.00	$ 43,500.00
0502-7001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	6	$ 1,000.00	$ 6,000.00
0506-7039	TEMP SEDMT CONT FENCE (INSTALL)	LF	2028	$ 4.00	$ 8,112.00
0506-7041	TEMP SEDMT CONT FENCE (REMOVE)	LF	2028	$ 1.00	$ 2,028.00
0531-7003	CONC SIDEWALKS (6")	SY	1093	$ 95.00	$ 103,835.00
0644-7001	IN SM RD SN SUP&AM TY10BWG(1)SA(P)	EA	3	$ 1,150.00	$ 3,450.00
LANDSCAPE					
100	TREE PROTECTION FENCE	LF	1420	$ 5.00	$ 7,100.00
				BID ALT TOTAL	**$ 869,653.00**
				BASE BID + BID ALT	**$ 3,949,447.00**

March 4, 2025

Joy Simonton, Purchasing Agent
Wilco Purchasing Department
100 Wilco Way
Georgetown, TX 78626

Re: 25RFCSP13
Brushy Creek Regional Trail – Extend Along Hairy Man Rd.
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 to construct approximately 1.5-mile segment of 10' wide concrete trail along Brushy Creek.

Based on the Committee's evaluation, the Wilco Facilities Department recommends that the Williamson County Commissioners Court award the Contract 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

25RFCSP13 - Williamson County - BCRT-Extend Along Hairy Man. Rd. 02.12.2025						
Evaluation Criteria	Max Points	Capital Excavation	Chasco Constructors	Smith Contracting	Ten Point Services	The Barr Company
Company experience of similar type and size Projects	15	12	15	11	12	15
Company performance with Government Agencies	15	15	15	15	14	15
Site Superintendent professional experience	15	15	15	0	5	15
Project Manager professional experience	15	15	14	10	14	15
Bid	40	28	27	40	26	16
Proposed Amount (Base + Alt)		$3,965,628.69	$4,159,436.00	$2,803,951.60	$4,304,508.45	$5,082,835.37
Total	100	85	86	76	71	76
Base Bid		$3,019,231.40	$3,244,637.00	$ 2,276,250.20	$3,364,114.35	$4,168,176.33
Alternate		$946,397.29	$914,799.00	$527,701.40	$940,394.10	$914,659.04



Recommendation : Chasco Constructors

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:
2025-1276854

Date Filed:
03/04/2025

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.**
25RFCSP13
Brushy Creek Regional Trail extend along Hairy Man Road

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 Jr., 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) (state) (zip code) US (country).

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

Executed in Williamson County, State of Texas, on the 4 day of Mar (month), 2025 (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:
2025-1276854

Date Filed:
03/04/2025

Date Acknowledged:
03/05/2025

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.

25RFCSP13
Brushy Creek Regional Trail extend along Hairy Man Road

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 Jr., 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 **39.**

Meeting Date: 03/11/2025

Approval of #2025153 Master Service Contract from Precision Sidewalks, LLC for Concrete for Facilities Management

Submitted For: Joy Simonton **Submitted By:** Michelle McKinney, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving a Master Service Contract No 2025153 with Precision Sidewalks, LLC DBA Precision Concrete Cutting for services as needed, in the not to exceed amount of Five-Hundred Thousand Dollars ($500,000.00) per fiscal year, pursuit to BuyBoard #756-24 and authorize the execution of the agreement.

Background

This contract for concrete services shall be in full force and effect when signed by all parties and shall continue for the current fiscal year through November 30, 2027. The Funding Source is 01.0100.0509.004510 Origination ID# 2151, and the point of contact is Shantil Moore.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Master Service Agreement

Form 1295 - Precision Sidewalks, LLC Complete

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	03/05/2025 02:49 PM
County Judge Exec Asst.	Andrea Schiele	03/05/2025 02:55 PM
Form Started By: Michelle McKinney		Started On: 03/03/2025 02:51 PM
Final Approval Date: 03/05/2025		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

MASTER SERVICES AGREEMENT
WITH
Precision Sidewalks, LLC DBA Precision Concrete Cutting, (Buy Board No. 756-24)

Important Notice: County Purchase Orders and Agreements 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 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 **Precision Sidewalks, LLC DBA Precision Concrete Cutting** (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, sidewalk maintenance and repairs, as needed throughout Williamson County. Related services will be outlined in a Statement of Work ("SOW") to be provided by Service Provided upon the direction of the County.

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 each SOW provided. The Service Provider shall, upon written (including electronic) request, provide proof of valid licensure.

II.

Goods: Service Provider shall supply the County the goods described in each SOW provided 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 any SOW, such additional goods shall be described in a separate written amendment to the SOW 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 the SOW has been signed by both parties.

III.

Effective Date and Term: This Contract shall be in full force and effect when signed by all parties and shall continue through November 30, 2027, from effective date. Unless terminated sooner pursuant to paragraph XX below, if applicable, at the end of the agreement term, Williamson County Commissioners Court reserves the right to renew the agreement for additional fiscal years, by mutual agreement of both parties, as it deems to be in the best interest of Williamson County.

IV.

On-Site Representative for Work Monitoring: The County may appoint an on-site project representative to observe the work being performed. The County may conduct inspections to determine the date or dates of substantial completion and the date of final completion. If the County so desires, it may seek written adequate assurance that the work is progressing on-time and pursuant to terms and conditions of this agreement and all related contract documents.

V.

Labor, Materials, Tools & Misc. Items: Service Provider shall provide or cause to be provided and shall pay for labor, materials, equipment, tools, construction equipment and machinery, 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. Service Provider shall enforce strict discipline and good order among their respective employees and other persons carrying out the Agreement. Service Provider shall not permit employees of unfit persons or persons not skilled in tasks assigned to them.

VI.

Compliance With All Laws: Service Provider agrees, in connection with the services or any related items to the subject matter of this Agreement, to comply with any and all local, state, or federal requirements, including but not limited to compliance with regulations of the Texas Commission of Environmental Quality and the Occupational Safety and Health Administration. Additionally, Service Provider shall obtain from the appropriate City, Williamson County, or State of Texas the necessary permit(s) required by the ordinances of the City of Georgetown, Williamson County, or State of Texas, for performance of the work.

VII.

Duty To Report Problems: Service Provider agrees to advise the County and its representative(s) of errors, mistakes, potential problems or any other problematic issue(s) coming under observation during the progress of the work and will make good faith efforts to correct any errors that come to light in a timely and reasonable manner.

VII.

Cleaning Up: Service Provider shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under this Agreement. At completion of the work, Service Provider shall remove from and about the project: waste materials, rubbish, tools, construction equipment, machinery and surplus materials. If Service Provider fails to clean up as provided, the cost thereof shall be charged to Service Provider by deducting from final fee or as necessary.

IX.

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 in any manner hold itself out as an agent or official representative of The County. Service Provider shall be considered an independent contractor for the purpose of this agreement and shall in no manner incur any expense or liability on behalf of The County other than what may be expressly allowed under this agreement. The County will not be liable for any loss, cost, expense or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the construction services being provided. Service Provider agrees to indemnify, hold harmless, and defend The County against any claim, demand, loss, injury, damages, actions, or liability of any kind against The County resulting from any services Service Provider performs on behalf of the County.

TO THE FULLEST EXTENT PERMITETED BY APPLICABLE LAW, SERVICE PROVIDER AND ITS AGENTS, PARTNERS, EMPLOYEES, AND CONSULTANTS (COLLECTIVELY "INDEMNITORS") SHALL AND DO AGREE TO INDEMNIFY, PROTECT, DEFENT WITH COUNSEL APPROVED BY COUNTY, AND HOLD HARMLESS THE COUNTY, REPRESENTATIVES OF THE COUNTY AND THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, ITS VARIOUS DEPARTMENTS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS (COLLECTIVELY "INDEMNITEES") FROM AND AGAINST ALL CLAIMS IN RELATION TO SERVICE PROVIDER'S PERFORMANCE OF THE WORK DESCRIBED HEREIN. DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGEMENT, AND EXPENSES, INCLUDING ATTORNEY FEES, OF ANY NATURE, KIND OR DESCRIPTION (COLLECTIVELY "LIABILITIES") OF ANY PERSON OR ENTITY WHOMSOEVER, ARISING OUT OF, CAUSED BY, OR RESULTING FROM THE PERFORMANCE OF THE SERVICES OR ANY PART THEROF WHICH ARE CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT OR OMISSION OF SERVICE PROVIDER, ANYONE DIRECTLY EMPLOYED BY IT OR ANYONE WHOSE ACTS IT MAY BE LIABLE, EVEN IF IT IS CAUSE IN PART BY THE NEGLIGENCE OR

OMISSON OF ANY INDEMNITEE, SO LONG AS IT IS NOT CAUSED BY THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNITEE. IN THE EVENT MORE THAN ONE OF THE INDEMNITORS ARE CONNECTED WITH AN ACCIDENT OR OCCURRENCE COVERED BY THIS INDEMNIFICATION, THEN EACH OF SUCH INDEMNITORS SHALL BE JOINTLY AND SEVERALLY RESPONSIBLE TO THE INDEMNITEES FOR INDEMNIFICATION AND THE ULTIMATE RESPONSIBILITY AMONG SUCH INDEMNITORS FOR THE LOSS AND EXPENSE OF ANY SUCH INDEMNIFICATION SHALL BE SETTLED BY SEPARATE PROCEEDINGS AND WITHOUT JEAPORDY TO ANY INDEMNITEE. THE PROVISIONS OF THIS ARTICLE SHALL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATIONS OR RIGHT WHICH COUNTY OR ANY OTHER INDEMNITEES HAS BY LAW. THE INDEMNITIES CONTAINED HEREIN SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT FOR ANY REASON WHATSOEVER.

X.

Service Provider's Employees: Service Provider covenants and agrees that all personnel engaged shall be employees of Service Provider, and Service Provider shall pay all salaries, and all Social Security taxes, Federal and State Unemployment Insurance, Workers' Compensation Insurance and any similar taxes or expenses related to such employees, including but not limited to, license fees, insurance premiums and outfitting expenses. Service Provider shall be responsible for complying with all Federal, State and Local laws, ordinances and regulations regarding its employees, including all Occupational Safety and Health Administration regulations. Service Provider shall be responsible for the supervision, control and direction of the day-to-day activities of the personnel provided hereunder and shall provide close supervision on a continual basis.

XI.

Consideration and Compensation: Service Provider will be compensated based on a fixed sum for specific projects as defined in the SOW's. The not-to-exceed amount under this Agreement is **Five Hundred Thousand Dollars ($500,000.00)** per fiscal year.

Pursuant to State Law ("Texas Prompt Payment Act") the payment terms are governed as follows:

County's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date County receives the goods under the Agreement; (2) the date the performance of the service under the Agreement is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by 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 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 (1) 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 on an invoice submitted by Service Provider, County shall

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

As a minimum, invoices shall include:

a) Name, address, and telephone number of Service Provider and similar information in the event the payment is to be made to a different address
b) County Agreement, Purchase Order, and/or delivery order number
c) Identification of items or services as outlined in the Agreement
d) Quantity or quantities, applicable unit prices, total prices and total amounts
e) Any additional payment information which may be called for by the Agreement

Payment inquiries should be directed to the Williamson County Auditor's Office, Accounts Payable Department: accountspayable@wilco.org 512-943-1500

XII.

The County's Decision to Withhold Payment: The County may withhold a payment in whole or in part to the extent reasonably necessary to protect The County due to The County's determination that the work has not progressed to the point indicated in the Agreement documents or that the quality of work is not in accordance with the Agreement documents. The County may also withhold a payment or, because of subsequently discovered evidence, may nullify the whole or a part of any request for payment to such extent as may be necessary to protect The County from loss for which Service Provider is responsible, including loss resulting from acts and omissions, because of the following:

1. defective work not remedied;
2. reasonable evidence that the work cannot be completed for the unpaid balance of the Agreement sum;
3. damage to The County;
4. reasonable evidence that the work will not be completed within the Agreement time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
5. persistent failure to carry out the work in accordance with the Agreement documents.

XIII.

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 The County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. The County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity or any other immunity under the laws of the State of Texas or of the United

States.

XIV.

Warranty: Service Provider warrants to The County that materials, workmanship and equipment furnished under this agreement will be of good quality and new unless otherwise required or permitted by The County, that the work will be free from defects not inherent in the quality required or permitted by law or otherwise, and that the work will conform to the requirements of the Agreement documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective.

XV.

Taxes: Service Provider shall pay all sales, consumer, use and similar taxes for the work provided by Service Provider which had been legally enacted on the date of the Agreement, whether or not yet effective or merely scheduled to go into effect.

XVI.

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

XVII.

No Assignment: Service Provider may not assign this Agreement.

XVIII.

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

IXX.

Confidentiality: Service Provider expressly agrees that they will not use any incidental confidential information they may obtain while being on governmental property for their own benefit and agrees that is will not enter unauthorized areas or access confidential information and will not disclose any information to unauthorized third parties and will take care to guard the security of the information at all times.

XX.

Termination: This agreement may be terminated at any time at the option of The County, without further or prospective liability for performance upon giving upon thirty (30) calendar day's written notice to thereof. In the event Williamson County exercises its right to terminate without cause, it is understood and agreed that only amounts due to Service Provider 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 Williamson County's termination for convenience.

XXI.

Right of Funds: Despite the agreed upon method of payment set forth above, Service Provider agrees to return to Williamson County pro-rata portion of unearned funds distributed to Service Provider if (a) Service Provider's project progress is insufficient; (b) this Agreement is terminated for any reason; or (c) Service Provider fails in any other respect under this Agreement.

XXII.

County's Right to Audit: Service Provider agrees that Williamson County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Service Provider which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Service Provider expressly 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. Williamson County shall give Service Provider reasonable advance notice of intended audits.

XXIII.

Notice: Any notice required to be given under the terms of this AGREEMENT shall be effective if and when given in writing and mailed by certified mail to the addresses listed below or subsequently provided in writing:

WILLIAMSON COUNTY:
Williamson County Judge
710 Main Street, Suite 101
Georgetown, TX 78626

SERVICE PROVIDER
Precision Sidewalks, LLC
1105 Shady Trail, Suite 121
Dallas, TX 75229

XXIV.

Mediation: The parties agree to use non-binding mediation for dispute resolution prior to and formal legal action being taken on this Agreement.

XXV.

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

Non-Appropriation and Fiscal Funding: The obligations of the Parties under this Agreement do not constitute a general obligation or indebtedness of either Party for which such Party is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that 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 effect such termination by giving written notice of termination at the end of its then-current fiscal year.

XXVI.

Authorized Expenses: In the event County authorizes, in advance and in writing, reimbursement of non-labor expenses related to the services subject of this Agreement, 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 Agreement by reference. The Williamson County Vendor Reimbursement Policy can be found at: Williamson County Vendor Reimbursement Policy.pdf (wilco.org). Invoices requesting reimbursement for authorized non-labor expenses must be accompanied by copies of the provider's invoice and clearly set forth the actual cost of the expenses, without markup.

XXVII.

Entire Agreement & Incorporated Documents: This Agreement constitutes the entire Agreement between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated into this Agreement include the following:

A. Buy Board No. 756-24 incorporated by reference;
B. Insurance certificates evidencing coverages required herein above and
C. Any Amendments agreed to by both parties.

In the event a dispute arises between terms and conditions of: (1) this Williamson County Master Services Agreement; and (2) Buy Board No. 756-24, applicable documents will be referred to for the purpose of Clarification or for additional detail in the following order of precedence: (1) this Williamson County Master Services Agreement; (2) Buy Board No. 756-24.

XXVI.

Signature for the County: The presiding officer of Williamson County's governing body who is authorized to execute this instrument by order duly recorded may execute this Agreement on behalf of the County.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, that this Agreement shall be effective as of the date of the last party's execution below.

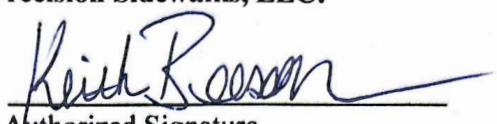
WILLIAMSON COUNTY:

_____
Authorized Signature

_____
County Judge/Presiding Officer

Dated: _____ _____, 20___

Precision Sidewalks, LLC:



Authorized Signature

Keith Beeson
Printed Name

Dated: February 27 , 20 25

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Feb 27 2025 Time: 10:04 am

Reviewed by Contract Audit
SARA GREER, CGAP
Contract Auditor
Williamson County Auditor's Office
Date: Feb 27 2025 Time: 9:22 am

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:
2025-1274723

Date Filed:
02/26/2025

Date Acknowledged:

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

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.
2025153
Sidewalk Assessment and trip hazard remediation services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Marc, Cussenot	Dallas, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

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

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

Executed in Dallas County, State of Texas, on the 27 day of February (month), 2025 (year).

Keith Beeson

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:
2025-1274723

Date Filed:
02/26/2025

Date Acknowledged:
03/03/2025

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

Precision Sidewalks 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

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.

2025153
Sidewalk Assessment and trip hazard remediation services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Marc, Cussenot	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 **40.**

Meeting Date: 03/11/2025

25IFB9 CR 255 Realignment - Change Order #1 (Various Items)

Submitted By: Julissa Vasquez, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding Change Order No. 1 in the amount of ($13,235.52) for Project 25IFB9 CR 255 Realignment (Jordan Foster Construction) P: 546 Funding Source: Road & Bridge.

Background

This Change Order revises multiple drainage plan sheets and adjusts applicable quantities. There is a driveway in the roadway plans that was adjusted during the design phase, but the drainage plan sheets did not reflect the changes. This Change Order adds items to the Contract for abandoning a water well that was encountered during the clearing of the ROW. This Change Order also adds an item for the demolition and haul-off of an existing mobile home that should have been removed prior to the start of construction. Please see the attached Change Order for additional details.

This Change Order results in a net decrease of $13,235.52 to the Contract amount, for an adjusted Contract total of $20,834,065.41. The original Contract amount was $20,847,300.93. As a result of this and all Change Orders to-date, $13,235.52 has been deducted from the Contract, resulting in a 0.06% net decrease in the Contract cost. No additional days will be added to or deducted from the Contract as a result of this Change Order.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

25IFB9-CR255-CO#1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/06/2025 05:16 PM
Form Started By: Julissa Vasquez		Started On: 03/05/2025 09:05 AM
Final Approval Date: 03/06/2025		

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 1

Contract Award Date:	1/7/2025
Project Number:	25IFB9
Funding Source:	P546
Roadway:	CR 255
CSJ Number:	N/A

Contractor: Jordan Foster Construction, LLC

NTP Required: ☑ Yes ☐ No

Project Name: CR 255

Change Order Work Limits: Sta. 12+83.29 to Sta. 165+37.88

Type of Change(on federal-aid non-exempt projects): Minor (Major/Minor)

Reasons: 1B, 2E (3 Max. - In order of importance - Primary first)

Describe the work being revised:

1. Design Error or Omission 1B. Other: This Change Order revises some drainage plan sheets and adjusts quantities that were incorrect and did not match the the roadway sheets. **2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9).** This Change Order also adds items to the Contract for abandoning a water well that was discovered while clearing the ROW and demolition of a mobile home that should have been removed prior to construction.

Work to be performed in accordance with Items: See attached

New or revised plan sheet(s) are attached and numbered: 18,19, 20,168, 193, 194, 196, 204, 208

New Special Provisions/Specifications to the contract are attached: ☐ Yes ☑ No

New Special Provisions to Item N/A No. N/A. Special Specification Item N/A are attached.

Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.

THE CONTRACTOR Date 02/26/2025

By

Typed/Printed Name John Goodrich, PE

Typed/Printed Title Executive Vice President

The following information must be provided

Time Ext. #: N/A Days added on this CO: 0

Amount added by this change order: ($13,235.52)

Original Contract Amount:	$20,847,300.93
Total Change Orders To-Date:	-$13,235.52
Percent Change in Original Contract:	-0.06%

RECOMMENDED FOR EXECUTION:

Senior Construction Engineer 2/27/2025 Date

Program Manager 3/4/2025 Date

Matt Williamson 2-27-25 Date
Director of Road and Bridge

RECOMMENDED FOR EXECUTION:

Department of Infrastructure 3/4/2025 Date
Williamson County

APPROVED:

Presiding Officer of the Date
Williamson County Commissioners Court

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: *1* ***Project #*** *25IFB9*

TABLE A: Force Account Work and Materials Placed into Stock

	LABOR	HOURLY RATE			HOURLY RATE

TABLE B: Contract Items:

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
432-6002	RIPRAP (CONC)(5 IN)	CY	$800.00	394.00	$315,200.00	(27.00)	367.00	$293,600.00	($21,600.00)
462-6001	CONC BOX CULV (3 FT X 2 FT)	LF	$385.00	98.00	$37,730.00	(54.00)	44.00	$16,940.00	($20,790.00)
464-6005	RC PIPE (CL III)(24 IN)	LF	$145.00	442.00	$64,090.00	53.00	495.00	$71,775.00	$7,685.00
467-6105	SET (TY I)(S=3 FT)(HW=3FT)(3:1)(C)	EA	$8,000.00	1.00	$8,000.00	(1.00)	0.00	$0.00	($8,000.00)
467-6110	SET (TY I)(S=3 FT)(HW= 3 FT)(6:1)(P)	EA	$9,000.00	5.00	$45,000.00	(1.00)	4.00	$36,000.00	($9,000.00)
467-6395	SET (TY II) (24 IN) (RCP) (6: 1) (P)	EA	$3,000.00	18.00	$54,000.00	2.00	20.00	$60,000.00	$6,000.00
999-WC03	WATER WELL ABANDONMENT	LS	$8,377.95	0.00	$0.00	1.00	1.00	$8,377.95	$8,377.95
999-WC04	HOUSE DEMOLITION	LS	$24,091.53	0.00	$0.00	1.00	1.00	$24,091.53	$24,091.53
	TOTALS				$524,020.00			$510,784.48	($13,235.52)

CHANGE ORDER REASON(S) CODE CHART

1. Design Error or Omission	1A. Incorrect PS&E 1B. Other
2. Differing Site Conditions (unforeseeable)	2A. Dispute resolution (expense caused by conditions and/or resulting delay) 2B. Unavailable material 2C. New development (conditions changing after PS&E completed) 2D. Environmental remediation 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9) 2F. Site conditions altered by an act of nature 2G. Unadjusted utility (unforeseeable) 2H. Unacquired Right-of-Way (unforeseeable) 2I. Additional safety needs (unforeseeable) 2J. Other
3. County Convenience	3A. Dispute resolution (not resulting from error in plans or differing site conditions) 3B. Public relations improvement 3C. Implementation of a Value Engineering finding 3D. Achievement of an early project completion 3E. Reduction of future maintenance 3F. Additional work desired by the County 3G. Compliance requirements of new laws and/or policies 3H. Cost savings opportunity discovered during construction 3I. Implementation of improved technology or better process 3J. Price adjustment on finished work (price reduced in exchange for acceptance) 3K. Addition of stock account or material supplied by state provision 3L. Revising safety work/measures desired by the County 3M. Other
4. Third Party Accommodation	4A. Failure of a third party to meet commitment 4B. Third party requested work 4C. Compliance requirements of new laws and/or policies (impacting third party) 4D. Other
5. Contractor Convenience	5A. Contractor exercises option to change the traffic control plan 5B. Contractor requested change in the sequence and/or method of work 5C. Payment for Partnering workshop 5D. Additional safety work/measures desired by the contractor 5E. Other
6. Untimely ROW/Utilities	6A. Right-of-Way not clear (third party responsibility for ROW) 6B. Right-of-Way not clear (County responsibility for ROW) 6C. Utilities not clear 6D. Other

Williamson County Road Bond Program

CR 255
Williamson County Project No. 25IFB9

Change Order No. 1

Reason for Change

This Change Order revises multiple drainage plan sheets and adjusts applicable quantities. There is a driveway in the roadway plans that was adjusted during the design phase, but the drainage plan sheets did not reflect the changes.

This Change Order adds items to the Contract for abandoning a water well that was encountered during the clearing of the ROW. This Change Order also adds an item for the demolition and haul-off of an existing mobile home that should have been removed prior to the start of construction.

Following is a summary of new items required for this Change Order.

ITEM	DESCRIPTION	QTY	UNIT
999-WC03	WATER WELL ABANDONMENT	1	LS
999-WC04	HOUSE DEMOLITION	1	LS

This Change Order results in a net decrease of $13,235.52 to the Contract amount, for an adjusted Contract total of $20,834,065.41. The original Contract amount was $20,847,300.93. As a result of this and all Change Orders to-date, $13,235.52 has been deducted from the Contract, resulting in a 0.06% net decrease in the Contract cost. No additional days will be added to or deducted from the Contract as a result of this Change Order.

HNTB Corporation

Oscar Salazar-Bueno, P.E.

Change Order Worksheet

Contract Name	CR 255	Solicitation #	25IFB9	
Date awarded	1/7/2025			
Awarded Contract Amount		$20,847,300.93		
			Percentage Change	
	Change order #1	($13,235.52)	-0.06%	
	Total changes to date	($13,235.52)	-0.06%	(Running totals here)
	Adjusted contract amount	$20,834,065.41		

JORDAN FOSTER INFRASTRUCTURE
15603 North IH 35
Pflugerville, TX 78660
P: 512.990.8313
F: 512.990.3785

A Foundation of Excellence℠

February 12, 2025

HNTB Engineers
101 E. Old Settlers STE 225
Round Rock, Texas 78664

Reference: **Change Proposal Summary 001.2**
CR 255
Project No.: 25IFB9

Dear Mr. Church:

Please see attached the Cost Proposal Summary in the amount of $8,377.95 for the abandonment of the existing water well on Parcel 52. The pricing includes the removal of the existing equipment and plugging per TCEQ.

We appreciate your time spent reviewing this request and will look forward to your response. Please call me at (432) 528-1638 if you have any questions or need any additional information regarding this matter.

Sincerely,

Jordan Foster Construction, LLC

Shelby Priddy

Shelby Priddy
Project Manager

Attachments: Cost Proposal Summary 001.2- Parcel 52 Demo

Item 999-WC03

Cost Proposal Summary

Williamson County
Project: CR 255
Project No.: 25IFB9

Project: CR 255
Job No. 25004
Estimator: SP

Change File: 001.2
Date: 12-Feb-25

Brief Scope of Work: *Parcel 52 Demo - Abandon Water Well*			
Does this Change affect the Contract Time?	**TBD**	**If so, number of days (+/-):**	**TBD**

WORK DESCRIPTION	LABOR	MATERIAL	EQUIP.	SUBS	TOTALS
LABOR: Direct Labor	0.00				**0.00**
MATERIAL: Total - Material Costs		0.00			**0.00**
EQUIPMENT Total - Equipment Costs			0.00		**0.00**
SUBCONTRACTORS: Total - Subcontractor Costs				7900.00	**7900.00**
SUBTOTALS:	0.00	0.00	0.00	7900.00	**7900.00**
Compensation on Direct Labor - 15%	0.00				**0.00**
Compensation on Material - 15%		0.00			**0.00**
Compensation on Equipment - 15%			0.00		**0.00**
Compensation on Subcontracts - 5%				395.00	**395.00**
SUBTOTALS:	0.00	0.00	0.00	8295.00	**8295.00**

UNIT PRICES: Unit Price Description	Quantity	Measure	Unit Price	
				0.00
				0.00
				0.00
				0.00
				0.00
SUBTOTAL:				**0.00**

	Estimate Subtotal	**8295.00**
	Unit Price Subtotal	**0.00**
	Bond (1%)	**82.95**
TOTAL COST PROPOSAL:		**8377.95**

This price is in line with TxDOT bid average.

JORDAN FOSTER INFRASTRUCTURE

Project: 25IFB9
Directive #
Date: 2/12/25
Estimator: SP
Change File: 001.2

Parcel 52 Demo - Abandon Water Well

Description	Quantity	Unit	Unit Price	L-M-E-S	Labor	Material	Equipment	Subcontract	Total
Abandon Water Well (Includes Removal of Existing Equipement & Plugging Well per TCEQ)									
Sub									
Abandon Water Well	1.00	EA	$ 7,900.00	S	0.00	0.00	0.00	7900.00	7900.00
Subtotal					**0.00**	**0.00**	**0.00**	**7900.00**	**7900.00**
COMPENSATION					**0.00**		**0.00**	**395.00**	**395.00**
TOTAL									**8295.00**

Proposal

REF: **1282025**

Tom Arnold Drilling II LLC
2750 South A. W. Grimes Blvd.
Round Rock, Texas 78664
Tele: (512) 255-7293 · Mobile: (512) 963-7293
FAX: (512) 255-1613

PROPOSAL TO	LOCATION OF WORK
Jordan Foster c/o Rivas	**CR 255 Leander area**

owner	ORDER DATE
same	**1-28-25**

ADDRESS	Telephone, Fax, Cellular Numbers
spriddy@jordanfosterconstruction.com	**512-801-4039**

We hereby propose to furnish all the materials and perform all the labor necessary for the completion of the below described work at the Location of Work and on the Date Work Performed as specified above.

QTY	Description
1	**Remove Pump from Well**
1	**Shock Well**
1	**Attempt to remove Casing**
1	**Plug Well Per TCEQ**
1	**Haul off Equipment that has been removed**
1	**Estimate Well to be 700' Deep**
1	**Casing Diameter is 4.5"**
1	**Complete Paperwork and File with State**

* Lic # 2096 Lic. By TCEQ department of Lic. & Reg. (512) 463-7880

Total $ **7,900.00**

TERMS

All material guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum written above.

Payment is to be made as follows: 25% down at start up- total upon completion.

Proposal Acceptance

I, _____, by signing my name below, indicate my acceptance of the proposal as outlined herein.

_____ _____

Signature Date

NOTE: This proposal may be withdrawn by us if not accepted within forty-five (45) days.

Item 999-WC04

Cost Proposal Summary

Williamson County
Project: CR 255
Project No.: 25IFB9

Project: CR 255
Job No. 25004
Estimator: SP

Change File: 002
Date: 13-Feb-25

Brief Scope of Work: *Existing House Removal*			
Does this Change affect the Contract Time?	**TBD**	**If so, number of days (+/-):**	**TBD**

WORK DESCRIPTION	LABOR	MATERIAL	EQUIP.	SUBS	TOTALS
LABOR:					
Direct Labor	4640.00				**4640.00**
MATERIAL:					
Total - Material Costs		0.00			**0.00**
EQUIPMENT					
Total - Equipment Costs			5613.00		**5613.00**
SUBCONTRACTORS:					
Total - Subcontractor Costs				13600.00	**13600.00**
SUBTOTALS:	4640.00	0.00	5613.00	13600.00	**23853.00**
Compensation on Direct Labor - 15%	0.00				**0.00**
Compensation on Material - 15%		0.00			**0.00**
Compensation on Equipment - 15%			0.00		**0.00**
Compensation on Subcontracts - 5%				0.00	**0.00**
SUBTOTALS:	4640.00	0.00	5613.00	13600.00	**23853.00**

UNIT PRICES: Unit Price Description	Quantity	Measure	Unit Price	
				0.00
				0.00
				0.00
				0.00
				0.00
SUBTOTAL:				**0.00**

	Estimate Subtotal	**23853.00**
	Unit Price Subtotal	**0.00**
	Bond (1%)	**238.53**
TOTAL COST PROPOSAL:		**24091.53**



Project: 25IFB9
Directive #
Date: 2/13/25
Estimator: SP
Change File: 002

Existing House Removal

Description	Quantity	Unit		Unit Price	L-M-E-S	Labor	Material	Equipment	Subcontract	Total
Demo Existing House and Haul Off										
Labor										
Operator	20.00	HR	$	43.50	L	870.00	0.00	0.00	0.00	870.00
Operator	20.00	HR	$	43.50	L	870.00	0.00	0.00	0.00	870.00
Laborer	20.00	HR	$	36.25	L	725.00	0.00	0.00	0.00	725.00
Laborer	20.00	HR	$	36.25	L	725.00	0.00	0.00	0.00	725.00
Foreman	20.00	HR	$	72.50	L	1450.00	0.00	0.00	0.00	1450.00
Equipment										
336 Cat Excavator	20.00	HR	$	147.04	E	0.00	0.00	2940.80	0.00	2940.80
289 Skidsteer	20.00	HR	$	85.57	E	0.00	0.00	1711.40	0.00	1711.40
Foreman F-250 Pickup	20.00	HR	$	48.04	E	0.00	0.00	960.80	0.00	960.80
Sub										
Trash Bin (Includes Fees)	16.00	EA	$	850.00	S	0.00	0.00	0.00	13600.00	13600.00
Subtotal						**4640.00**	**0.00**	**5613.00**	**13600.00**	**23853.00**
COMPENSATION						**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
TOTAL										**23853.00**

EquipmentWatch

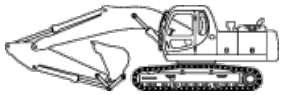
www.equipmentwatch.com

All prices shown in US dollars ($)

Rental Rate Blue Book®

April 2, 2024

Caterpillar 336
Crawler Mounted Hydraulic Excavators



Size Class:
33.5 - 40.4 mt
Weight:
N/A

Configuration for 336

Bucket Capacity	**3.0 cu yd**	Horsepower	**311.0 hp**
Operating Weight	**81900.0 lbs**	Power Mode	**Diesel**

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $16,020.00	USD $4,485.00	USD $1,120.00	USD $170.00	USD $56.02	USD $147.04
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2024: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $16,020.00**	**USD $4,485.00**	**USD $1,120.00**	**USD $170.00**	**USD $56.02**	**USD $147.04**

Non-Active Use Rates	**Hourly**
Standby Rate	USD $55.52
Idling Rate	USD $114.82

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	33%	USD $5,286.60/mo
Overhaul (ownership)	39%	USD $6,247.80/mo
CFC (ownership)	17%	USD $2,723.40/mo
Indirect (ownership)	11%	USD $1,762.20/mo
Fuel (operating) @ USD 4.03	42.48%	USD $23.80/hr

Revised Date: 2nd quarter 2024

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book® Print. Visit the Cost Recovery Product Guide on our Help page for more information.

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www.equipmentwatch.com

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EquipmentWatch™

www.equipmentwatch.com

All prices shown in US Dollars ($)

Rental Rate Blue Book®

October 25, 2023

Caterpillar 289D (disc. 2019)
Compact Track Loaders

Size Class:
2501 - 2850 lbs
Weight:
N/A



Configuration for 289D (disc. 2019)

Operator Protection	**ROPS**	Power Mode	**Diesel**

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $9,110.00	USD $2,550.00	USD $640.00	USD $96.00	USD $33.81	USD $85.57
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2019: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $9,110.00**	**USD $2,550.00**	**USD $640.00**	**USD $96.00**	**USD $33.81**	**USD $85.57**

Non-Active Use Rates	**Hourly**
Standby Rate	USD $23.29
Idling Rate	USD $63.61

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	18%	USD $1,639.80/mo
Overhaul (ownership)	55%	USD $5,010.50/mo
CFC (ownership)	12%	USD $1,093.20/mo
Indirect (ownership)	15%	USD $1,366.50/mo
Fuel (operating) @ USD 4.39	35.05%	USD $11.85/hr

Revised Date: 4th quarter 2023

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EquipmentWatch

www.equipmentwatch.com

All prices shown in US dollars ($)

Rental Rate Blue Book®

July 14, 2022

Ford SUPER DUTY F-250 XL 4x4 Gas
Light Duty Trucks

Size Class:
2
Weight:
N/A

Configuration for SUPER DUTY F-250 XL 4x4 Gas

Power Mode	Gasoline	Wheelbase	142 Inches
Model Trim	XL	Gross Vehicle Weight Rating	10000 Pounds

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD $2,205.00	USD $620.00	USD $155.00	USD $23.00	USD $35.51	USD $48.04
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2022: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $2,205.00**	**USD $620.00**	**USD $155.00**	**USD $23.00**	**USD $35.51**	**USD $48.04**

Non-Active Use Rates	Hourly
Standby Rate	USD $6.89
Idling Rate	USD $38.66

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	28%	USD $617.40/mo
Overhaul (ownership)	46%	USD $1,014.30/mo
CFC (ownership)	6%	USD $132.30/mo
Indirect (ownership)	21%	USD $463.05/mo
Fuel (operating) @ USD 4.88	74%	USD $26.13/hr

Revised Date: 3rd quarter 2022

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book Print. Visit the Cost Recovery Product Guide on our Help page for more information.

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Commissioners Court - Regular Session **41.**

Meeting Date: 03/11/2025

Corridor C (SH29 Bypass) Atkins PSA Amendment No. 5

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on Contract Amendment No. 5 to the Corridor C (SH 29 Bypass Gap) contract executed March 7, 2017, between Williamson County and AtkinsRéalis relating to the 2019 Road Bond Program. Project: P459 Fund Source: Road Bonds

Background

This Contract Amendment No. 5 amends the Exhibit D - Rate Schedule in the Master Contract to add new sub-consultants Leslie L. Bush, PhD, RPS; Beta Analytic Testing Laboratory; Texas State University, Center of Archaeological Studies.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CorridorC(SH29Bypass)-ATKINS-Amendment05

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/06/2025 11:44 AM
Form Started By: Marie Walters		Started On: 02/26/2025 11:47 PM
Final Approval Date: 03/06/2025		

CONTRACT AMENDMENT NO. 5
TO
WILLIAMSON COUNTY CONTRACT FOR ENGINEERING SERVICES

This Contract Amendment No. 5 to Williamson County Contract for Engineering Services ("Amendment No. 5") is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and AtkinsRéalis (the "Engineer").

RECITALS

WHEREAS, the County and the Engineer previously executed that certain Contract for Engineering Services (the "Contract"), being dated effective March 13, 2017, wherein Engineer agreed to perform certain professional engineering services in connection with the Corridor C SH 29 Bypass ("Project");

WHEREAS, it has become necessary to supplement, modify and amend the Contract in accordance with the provisions thereof.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Contract is supplemented, amended and modified as follows:

I. Amendment to Exhibit D - Rate Schedule

County and Engineer hereby agree the Rate Schedule attached hereto as Attachment 1 shall supplant and replace the current Rate Schedule and become effective as of the last party's execution below.

II. Terms of Contract Control and Extent of Amendment No. 5

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. 5, in duplicate, to be effective as of the date of the last party's execution below.

Engineer:	**COUNTY:**
AtkinsRéalis	**Williamson County, Texas**
By: _____	By: _____
Printed Name: Scott Richrath	Printed Name: _____
Title: Vice President	Title: _____
Date: February 20, 20 25	Date: _____ ____, 20____

APPROVED
By Christen Eschberger at 11:09 am, Mar 06, 2025

Exhibit D - Rate Schedule
Transportation Corridor C SH 29 Bypass

Atkins North America, Inc	
CATEGORY	**RATE (per hour)**
Principal	$324.00
Sr Advisor/Sr Project Manager	$324.00
Project Manager	$295.00
Sr. Engineer II	$319.00
Sr. Engineer I	$248.00
Project Engineer	$189.00
Design Engineer	$145.00
EIT	$118.00
Sr. Engineer Tech	$153.00
Engineer Tech	$118.00
Sr. CADD Operator	$145.00
CADD Operator	$91.00
Sr. Environmental Planner	$218.00
Environmental Planner	$201.00
Jr. Environmental Planner	$136.00
Sr. Environmental Specialist	$159.00
Environmental Specialist	$130.00
Jr. Environmental Specialist	$109.00
Sr. GIS Analyst	$145.00
GIS Analyst	$92.00
Graphics Technician	$88.00
Sr Public Involvement Specialist	$180.00
Public Involvement Specialist	$145.00
Jr. Public Involvement Specialist	$109.00
Sr. Transportation Planner	$218.00
Transportation Planner	$171.00
Jr. Transportation Planner	$119.00
Scheduler	$163.00
Contract Specialist	$127.00
Admin/Clerical	$84.00
DIRECT EXPENSES	
Work Truck (per day)	$51.00
Mileage (per mile)	Current Federal Rate
Postage	Current Postal Rate
Large Format Color Plotting (per square foot)	$1.00
Drymount on 1/4" Foam Core (per square foot)	$3.00
Photocopies B/W (8 1/2" X 11") (per page)	$0.10
Photocopies Color (8 1/2" X 11") (per page)	$0.25
Photocopies B/W (11" X 17") (per page)	$0.15
Photocopies Color (11" X 17") (per page)	$0.50

Exhibit D - Rate Schedule
Transportation Corridor C SH 29 Bypass

K Friese & Associates, Inc.	
CATEGORY	**RATE**
Principal	$317.00
Project Manager	$209.00
Senior Engineer	$237.00
Engineer	$158.00
EIT	$127.00
Sr. Engr. Tech.	$114.00
Admin/Clerical	$95.00
DIRECT EXPENSES	
Mileage (per mile)	Current Federal Rate
Postage	Current Postal Rate

Exhibit D - Rate Schedule
Transportation Corridor C SH 29 Bypass

Hardesty & Hanover	
CATEGORY	**RATE**
Principal Engineer	$250.00
Sr QC Engineer	$206.00
Sr Project Manager	$194.00
Senior Engineer	$181.00
Project Engineer	$150.00
Design Engineer	$131.00
EIT II	$119.00
EIT I	$109.00
Graduate Engineer	$88.00
Sr CADD Manager	$150.00
CADD Technician	$106.00
Jr CADD Technician	$88.00
Admin/Clerical	$75.00
DIRECT EXPENSES	
Mileage (per mile)	Current Federal Rate
Postage	Current Postal Rate
Photocopies B/W (8 1/2" X 11") (per page)	$0.10
Photocopies Color (8 1/2" X 11") (per page)	$1.00
Photocopies B/W (11" X 17") (per page)	$0.15
Photocopies Color (11" X 17") (per page)	$1.50

Exhibit D - Rate Schedule

Transportation Corridor C SH 29 Bypass

Charles D Frederick, PhD, PG	
CATEGORY	**RATE (per hour)**
Geoarchaeologist	$80.00
DIRECT EXPENSE	**RATE (per unit)**
Bulk Soil Analysis	$130.00
Soil Organic Matter Stable Carbon/Nitrogen Analysis	$25.00
Soil Micromorphology	$450.00
Elemental Analysis-pXRF	$70.00

Exhibit D - Rate Schedule

Transportation Corridor C SH 29 Bypass

Leslie L. Bush, PhD, RPA	
DIRECT EXPENSE	**RATE (each)**
Specimen identification	$20.00
Point sample identification	$50.00
Screen sample identification	$105.00
Flotation sample, small (<2 g)	$158.00
Flotation sample, medium (2-20g)	$210.00
Flotation sample, large (20-40g)	$273.00
Flotation sample, extra large (40-75g)	$420.00
Flotation sample, extra, extra large (>75g)	$630.00

Exhibit D - Rate Schedule

Transportation Corridor C SH 29 Bypass

Beta Analytic Testing Laboratory	
DIRECT EXPENSE	**RATE (each)**
Standard AMS Radiocarbon Dating Analysis	$675.00

Exhibit D - Rate Schedule

Transportation Corridor C SH 29 Bypass

Texas State University, Center for Archaeological Studies	
DIRECT EXPENSE	**Total Cost**
Curation, Records	$450.00
Final Curation Ready, Digitized and Duplicated upon submission (each additional inch)	$100.00
Records Digitization (only if not completed by submitter)	$50.00
Records Duplication (only if not completed by submitter)	$50.00
Curation, Materials (per box)	$760.00
Curation, Materials (minimum cost for ½ box or less)	$380.00
Curation, Materials (per cubic inch)	$0.38
Curation, Combined Records & Artifacts for Small Collections	$450.00

Commissioners Court - Regular Session **42.**

Meeting Date: 03/11/2025

CR314 Widening SLG Contract Amendment No. 5

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on a Contract Amendment No. 5 to the CR 314 and CR 332 Realignment design contract executed April 23, 2020, between Williamson County and Seiler Lankes Group, LLC relating to the 2019 Road Bond Program. Project: P364 Fund Source: Road Bonds

Background

The Seiler Lankes Group, LLC (SLG) Contract Amendment No. 5 amends the Exhibit D - Rate Schedule in the Master Contract utilizing the CPI Adjustment Calculation and increases the compensation cap by $200,598.00 from $1,777,784.44 to $1,978,382.44 to allow for the execution of an SWA to authorize additional Plans, Specifications and Estimate (PS&E) efforts.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CR314CR332-SLG-PSAAmendment05

CR314-SLG-WA04Supp07

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/06/2025 11:46 AM
Form Started By: Marie Walters		Started On: 03/04/2025 04:03 PM
Final Approval Date: 03/06/2025		

CONTRACT AMENDMENT NO. _5__
TO
WILLIAMSON COUNTY CONTRACT FOR ENGINEERING SERVICES

WILLIAMSON COUNTY ROAD BOND PROJECT:
Planning and design of Road Bond Projects 3.10, 3.11 CR 314 – IH 35 to 0.96 miles East of CR 332 and 3.12 CR 332 Realignment from FM 487 to CR 313 ("Project")

THIS CONTRACT AMENDMENT NO. 5 to Williamson County Contract for Engineering Services is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Seiler Lankes Group, LLC (the "Engineer") and becomes effective as of the date of the last party's execution below.

WHEREAS, the County and the Engineer executed the Williamson County Contract for Engineering Services dated effective April 21, 2020 (the "Contract");

WHEREAS, pursuant to Article 14 of the Contract, the terms of the Contract may be modified by a written fully executed Contract Amendment;

WHEREAS, the "Compensation Cap" under Article 5 of the Contract limits the maximum amount payable under the Contract to $1,777,784.44; and,

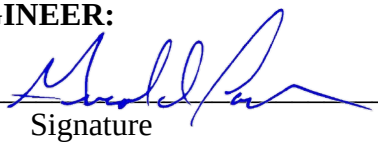
WHEREAS, it has become necessary to amend the Contract.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Contract is amended as follows:

I. The Compensation Cap under Article 5 of the Contract is hereby increased from $1,777,784.44 to $1,980,000.00, reflecting a total increase of $202,215.56.
II. The hourly Rates in the original Exhibit D of the Contract are hereby amended as shown in the attached revised Exhibit D (must be attached).

All other terms of the Contract are unchanged and will remain in full force and effect.
IN WITNESS WHEREOF, the County and the Engineer have executed this Contract Amendment, to be effective as of the date of the last party's execution below.

ENGINEER:	**COUNTY:**
By: 	By: _____
Signature	Signature
Gerald Lankes	_____
Printed Name	Printed Name
CEO	_____
Title	Title
03/05/2025	_____
Date	Date

APPROVED
By Christen Eschberger at 11:11 am, Mar 06, 2025

CPI ADJUSTMENT CALCULATION

BASE (1982-84) = 100	100
Master Contract (PSA) April 2020	246.254
January 2025	308.911
DELTA	25.44%

Seiler Lankes Group

DESIGN

CLASSIFICATIONS	APPROVED RATE (per hour)	PROPOSED RATE (per hour)
Project Principal	$ 248.84	**$ 312.00**
Seniior Project Manager	$ 235.01	**$ 295.00**
Project Manager	$ 207.36	**$ 260.00**
Senior Engineer	$ 193.54	**$ 243.00**
Project Engineer	$ 152.07	**$ 191.00**
Engineering Specialist	$ 132.71	**$ 166.00**
Design Engineer	$ 124.42	**$ 156.00**
Engineer in Training	$ 96.77	**$ 121.00**
Engineering Technician	$ 88.47	**$ 111.00**
Junior Technician	$ 77.42	**$ 97.00**
Senior CADD Operator	$ 91.24	**$ 114.00**
CADD Operator	$ 71.89	**$ 90.00**
Senior Administrator	$ 69.12	**$ 87.00**
Clerical	$ 55.30	**$ 69.00**

CPI ADJUSTMENT CALCULATION

BASE (1982-84) = 100	100
Master Contract (PSA) April 2020	246.254
January 2025	308.911
DELTA	25.44%

CLGann

DRAINAGE ENGINEER

CLASSIFICATIONS	APPROVED RATE (per hour)	PROPOSED RATE (per hour)
Project Manager	$ 250.00	**$ 314.00**
Quality Manager	$ 240.00	**$ 301.00**
Senior Engineer	$ 225.00	**$ 282.00**
Project Engineer	$ 180.00	**$ 226.00**
Desing Engineer	$ 150.00	**$ 188.00**
Engineer in Training	$ 125.00	**$ 157.00**
Senior Engineering Technician	$ 135.00	**$ 169.00**
Engineering Technician	$ 125.00	**$ 157.00**
Admin/Clerical	$ 90.00	**$ 113.00**

SUPPLEMENTAL WORK AUTHORIZATION NO. 07
TO
WORK AUTHORIZATION NO. 04

WILLIAMSON COUNTY ROAD BOND PROJECT:
CR 314 Road Improvement

This Supplemental Work Authorization No. 07 to Work Authorization No. 04 is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated April 23, 2020 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Seiler Lankes Group, LLC (the "Engineer").

WHEREAS, the County and the Engineer executed Work Authorization No. 04 dated effective September 29, 2021 (the "Work Authorization");

WHEREAS, pursuant to Article 14 of the Contract, amendments, changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization; and

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

AGREEMENT

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

I. The Work Authorization shall terminate on July 31, 2025. The Services to be Provided by the Engineer 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 $658,090.48 to $858,688.48. The revised Fee Schedule is attached hereto as Attachment "D" (must be attached).

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

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

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

ENGINEER:	**COUNTY:**
By: _____	By: _____
Signature	Signature
Gerald Lankes	_____
Printed Name	Printed Name
CEO	_____
Title	Title
02/28/2025	_____
Date	Date

LIST OF ATTACHMENTS

Attachment B – Supplemental Services to be Provided by the Engineer

Attachment C – Work Schedule

Attachment D - Fee Schedule

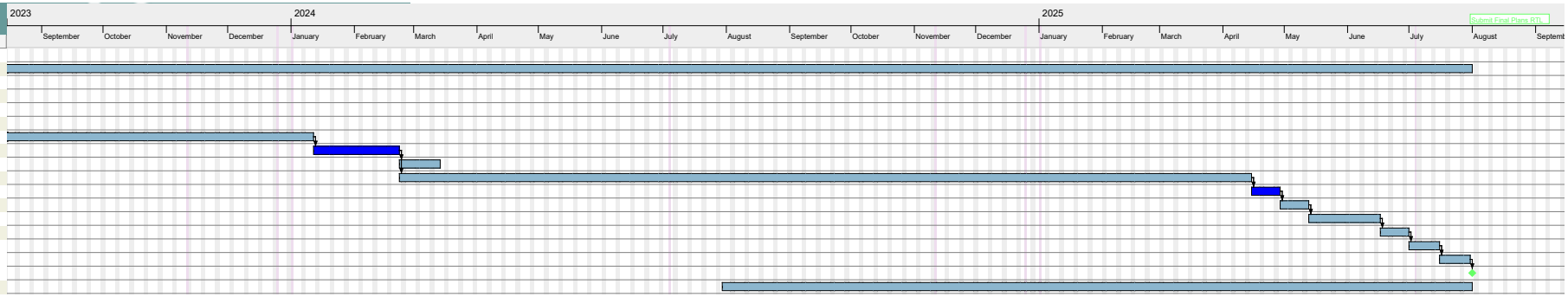
APPROVED

By Christen Eschberger at 11:13 am, Mar 06, 2025

ATTACHMENT B
SUPPLEMENTAL SERVICES TO BE PROVIDED BY THE ENGINEER
FOR
CR 314

1. PLAN PREPARATION (PS&E) SERVICES
   - Prepare plans per the current Williamson County Design Criteria Manual including applicable submittal requirements including: cost estimate, checklists, hardcopies, CAD files, comment responses, design waivers/exceptions, general notes, quantities, updated design schedule, construction time determination. In addition to the developing and submitting these Plans, Specifications & Estimates (PS&E) at 60%, 90%, 100%, and Final Design, the engineer will now develop and submit these PS&E at 95% as well.
   - Engineer will design around an existing transmission line and protect utility in place.
   - Update plans to include new subdivision side streets, currently not included.
   - Add an extra plan review submission to the contract.
   - Added 100 Scale Ditch Plan & Profile Sheets
   - Added 100 scale Drainage Area Maps
   - Revised the drainage ditch and driveway/cross street culvert design based on coordination with the Rio Cresta development.
   - Revised all affected drainage sheets based on roadway re-alignment and developer coordination.
   - Revised roadway, driveway culvert and ditch design adjacent to the OHT utility near Station 51+00 to maintain horizontal clearance from power poles.
   - Alt Bid Plan Revisions

Name	Begin date	End date
NTP	8/30/21	8/30/21
PS&E Design	8/30/21	7/31/25
Utility Coordination	8/30/21	5/10/23
Deliver 60% Plan Set	8/30/21	9/30/22
GEC Review	10/3/22	11/14/22
Address GEC Comments	11/15/22	12/2/22
PS&E Design to 90%	11/15/22	1/11/24
GEC Review of 90%	1/12/24	2/22/24
Address GEC Comments	2/23/24	3/13/24
PS&E Design to 95%	2/23/24	4/14/25
GEC Review of 95%	4/15/25	4/28/25
Address GEC 95% Comments	4/29/25	5/12/25
PS&E Design to 100%	5/13/25	6/16/25
GEC Review of 100%	6/17/25	6/30/25
Address GEC 100% Comments	7/1/25	7/15/25
Finalize PS&E Plan Set	7/16/25	7/30/25
Submit Final Plans RTL	7/31/25	7/31/25
Condemnation Hearings	7/30/24	7/31/25



Attachment D
Fee Schedule
Methodof Payment: Specified Rate

PRIME PROVIDER NAME: SEILER LANKES GROUP, LLC

CR 314	No. of Sheets	Project Manager	Senior Engineer	Project Engineer	Design Engineer	Engineer-In-Training	Engineering Technician	Admin./ Clerical	Total Hours	Total Labor Cost
		$260.00	$243.00	$191.00	$156.00	$121.00	$111.00	$69.00		
PS&E										
1. Protect in place Oncor Transmission line		2		70			30		102	$17,220.00
a. Revise Horzontal alignment between STA 47+20 and STA 58+58										
b. Revised plan and profile, driveways, ditches, cross sections, TCP, signing and striping & quantitities										
2. Protect in Place WW MH at STA 208+84 LT		2		60			20		82	$14,200.00
a. Revise Horzontal alignment between STA 203+08 and STA 210+28										
b. Revised plan and profile, driveway, ditches, cross sections, TCP, signing and striping & quantitities										
3. Add an interim submittal prior to final plan set		3	20	20	30				73	$14,140.00
4. Update plans to include new developments along CR 314, original survey is from 2022.		10	20	30	100		60		220	$35,450.00
a. New Driveswways Sta 31+00 rt, Sta 117+xx lt										
b. Eliminate Driveways Sta 61+50 rt, Sta 124+10 rt,										
c. New Side street P&Ps The duke Dr, Mclintock Dr, John Wayne Trl										
d. update Yellow Ribbon due to new intersection										
Plan Set Revisions										
Plan Set Revisions		30	60	60	50		27		227	$44,637.00
2. Project Management										
a. Prepare Invoices		6						6	12	$1,974.00
Subtotal - Labor		**53**	**100**	**240**	**180**	**0**	**137**	**6**	**716**	**$127,621.00**

SUB PROVIDER NAME: CLGANN, LLC

CR 314	No. of Sheets	Project Manager	Senior Engineer	Project Engineer	Design Engineer	Engineer-In-Training	Engineer Tech	Sr. Engineer Tech	Admin./ Clerical	Total Hours	Total Labor Cost
		$314.00	$282.00	$226.00	$188.00	$125.00	$157.00	$169.00	$113.00		
CR 314 - Alignment Revisions											
11. PLAN PREPARATION (PS&E) SERVICES											
Hydraulic Study and Modeling											
Adjust Geopak Drainage Model			24							24	$6,768.00
Drainage											
Add Internal Drainage Area Maps	15		10			65				75	$10,945.00
Revise Internal Drainage Area Maps	3		5	5		5				15	$3,165.00
Revise Hydraulic Data Sheets	3		8			8				16	$3,256.00
Add Ditch Plan & Profile Sheets	19		32		64	94				190	$32,806.00
Revise Driveway Culvert Summary	1		4			8				12	$2,128.00
Revise Ditch Plan & Profile Sheets	3		5	5		5				15	$3,165.00
Revise Drainage Summaries	2		2			2				4	$814.00
Estimate of Construction Costs											
Add 95% Submittal			1		1	4				6	$970.00
PS&E Submittal Preparation											
Add 95% Submittal		2	6		6	8				22	$4,448.00
Plan Set Revisions											
Plan Set Revisions			16								$4,512.00
Total - Labor	**46**	**2**	**97**	**10**	**71**	**199**	**0**	**0**	**0**	**379**	**$72,977.00**

Commissioners Court - Regular Session **43.**

Meeting Date: 03/11/2025

24IFB59 East Wilco Hwy Segment 2 Phase 1 - Change Order #1 (Misc Items)

Submitted By: Julissa Vasquez, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding Change Order No. 1 in the amount of $41,168.11 for Project 24IFB59 East Wilco Hwy Segment 2 Phase 1 (Capital Excavation Company) P: 392 Funding Source: Road Bond.

Background

This Change Order adds items to the Contract for adding detection systems to the temporary signal trailers, abandoning of an existing water well, and the demolition of an abandoned house. The detection system for the temporary signal trailers was added to make the CR 138 and Derby Day intersection traffic flow more safely. While clearing the right-of-way, an existing water well was discovered. This Change Order compensates the Contractor for plugging and abandoning the water well. This Change Order also adds an item for demolishing and removing an abandoned house on County property adjacent to the roadway project, at the request of Williamson County. Please see the attached Change Order for additional details.

This Change Order results in a net increase of $41,168.11 to the Contract amount, for an adjusted Contract total of $64,448,774.74. The original Contract amount was $64,407,606.63. As a result of this and all Change Orders to-date, $41,168.11 has been added to the Contract, resulting in a 0.06% net increase in the Contract cost. No additional days will be added to or deducted from the Contract as a result of this Change Order.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

24IFB59-EastWilcoHwySeg2Ph1-CO#1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/06/2025 11:58 AM
Form Started By: Julissa Vasquez		Started On: 03/05/2025 06:44 AM
Final Approval Date: 03/06/2025		

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 1

Contract Award Date:	7/30/2024
Project Number:	24IFB59
Funding Source:	P392
Roadway:	E. Wilco Hwy
CSJ Number:	N/A

Contractor: Capital Excavation Company

NTP Required: ☑ Yes ☐ No

Project Name: East Wilco Highway Segment 2 Phase 1

Change Order Work Limits: Sta. 1196+26 to Sta. 1442+09

Type of Change(on federal-aid non-exempt projects): Minor (Major/Minor)

Reasons: 6A, 3F, 3I (3 Max. - In order of importance - Primary first)

Describe the work being revised:

6A. Right-of-Way not clear (third party responsibility for ROW). This Change Order compensates the Contractor for plugging and abandoning an existing water well that was discovered while clearing the right-of-way. **3F. Additional work desired by the County.** The County requested an abandoned house adjacent to the project on County property to be demolished. **3I. Implementation of improved technology or better process.** Added detection system for the temporary signal trailers to make CR 138 intersection safer for the traveling public.

Work to be performed in accordance with Items: See attached

New or revised plan sheet(s) are attached and numbered: N/A

New Special Provisions/Specifications to the contract are attached: ☐ Yes ☑ No

New Special Provisions to Item N/A No. N/A. Special Specification Item N/A are attached.

Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.

THE CONTRACTOR Date 2.25.25

By Joe Chesney

Typed/Printed Name Joe Chesney

Typed/Printed Title VP

The following information must be provided

Time Ext. #: N/A Days added on this CO: 0

Amount added by this change order: $41,168.11

Original Contract Amount:	**$64,407,606.63**
Total Change Orders To-Date:	**$41,168.11**
Percent Change in Original Contract:	**0.06%**

RECOMMENDED FOR EXECUTION:

Senior Construction Engineer — 2/26/2025 Date

RECOMMENDED FOR EXECUTION:

Department of Infrastructure, Williamson County — 3/4/2025 Date

Program Manager — 3/4/2025 Date

APPROVED:

N/A
3rd Party Signature Date

Presiding Officer of the Williamson County Commissioners Court — Date

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: *1* ***Project #*** *24IFB59*

TABLE A: Force Account Work and Materials Placed into Stock

	LABOR	HOURLY RATE		HOURLY RATE

TABLE B: Contract Items:

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
999-WC02	HOUSE DEMOLITION	LS	$26,512.00	0.00	$0.00	1.00	1.00	$26,512.00	$26,512.00
999-WC03	DISPOSAL OF WATER WELLS	EA	$8,802.15	0.00	$0.00	1.00	1.00	$8,802.15	$8,802.15
999-WC04	TEMP SIGNAL TRAILER- DETECTION	MO	$2,926.98	0.00	$0.00	2.00	2.00	$5,853.96	$5,853.96
	TOTALS				$0.00			$41,168.11	$41,168.11

CHANGE ORDER REASON(S) CODE CHART

1. Design Error or Omission	1A. Incorrect PS&E 1B. Other
2. Differing Site Conditions (unforeseeable)	2A. Dispute resolution (expense caused by conditions and/or resulting delay) 2B. Unavailable material 2C. New development (conditions changing after PS&E completed) 2D. Environmental remediation 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9) 2F. Site conditions altered by an act of nature 2G. Unadjusted utility (unforeseeable) 2H. Unacquired Right-of-Way (unforeseeable) 2I. Additional safety needs (unforeseeable) 2J. Other
3. County Convenience	3A. Dispute resolution (not resulting from error in plans or differing site conditions) 3B. Public relations improvement 3C. Implementation of a Value Engineering finding 3D. Achievement of an early project completion 3E. Reduction of future maintenance 3F. Additional work desired by the County 3G. Compliance requirements of new laws and/or policies 3H. Cost savings opportunity discovered during construction 3I. Implementation of improved technology or better process 3J. Price adjustment on finished work (price reduced in exchange for acceptance) 3K. Addition of stock account or material supplied by state provision 3L. Revising safety work/measures desired by the County 3M. Other
4. Third Party Accommodation	4A. Failure of a third party to meet commitment 4B. Third party requested work 4C. Compliance requirements of new laws and/or policies (impacting third party) 4D. Other
5. Contractor Convenience	5A. Contractor exercises option to change the traffic control plan 5B. Contractor requested change in the sequence and/or method of work 5C. Payment for Partnering workshop 5D. Additional safety work/measures desired by the contractor 5E. Other
6. Untimely ROW/Utilities	6A. Right-of-Way not clear (third party responsibility for ROW) 6B. Right-of-Way not clear (County responsibility for ROW) 6C. Utilities not clear 6D. Other

Williamson County Road Bond Program

East Wilco Highway Segment 2 Phase 1

Williamson County Project No. 24IFB59

Change Order No. 1

Reason for Change

This Change Order adds items to the Contract for adding detection systems to the temporary signal trailers, abandoning of an existing water well, and the demolition of an abandoned house.

The detection system for the temporary signal trailers is added to make the CR 138 and Derby Day intersection traffic flow more safely.

While clearing the right-of-way, an existing water well was discovered. This Change Order compensates the Contractor for plugging and abandoning the water well.

This Change Order also adds an item for demolishing and removing an abandoned house on County property adjacent to the roadway project, at the request of Williamson County.

Following is a summary of new items required for this Change Order.

ITEM	DESCRIPTION	QTY	UNIT
999-WC02	HOUSE DEMOLITION	LS	1
999-WC03	DISPOSAL OF WATER WELLS	EA	1
999-WC04	TEMP SIGNAL TRAILER-DETECTION	MO	2

This Change Order results in a net increase of $41,168.11 to the Contract amount, for an adjusted Contract total of $64,448,774.74. The original Contract amount was $64,407,606.63. As a result of this and all Change Orders to-date, $41,168.11 has been added to the Contract, resulting in a 0.06% net increase in the Contract cost. No additional days will be added to or deducted from the Contract as a result of this Change Order.

HNTB Corporation

Oscar Salazar-Bueno, P.E.

Change Order Worksheet

Contract Name	East Wilco Hwy Seg 2 Ph 1	Solicitation #	24IFB59	
Date awarded	7/30/2024			
Awarded Contract Amount		$64,407,606.63		
			Percentage Change	
	Change order #1	$41,168.11	0.06%	
	Total changes to date	$41,168.11	0.06%	(Running totals here)
	Adjusted contract amount	$64,448,774.74		

PO Box 1301
Austin, TX 78767
Email: Estimating@CapitalExcavation.com

Change Request # 4

Date: 11/12/2024

QuoteTo:

Project: EAST WILCO WAY SEC 2 PH 1 (1072)
Capital Project #: 1072
Description: Demo Existing House

Item 999-WC02

Item	Description	Quantity	Unit	Unit Price	Amount
	~~Demo House 1652 CR 134~~	~~1.00~~	~~LS~~	~~37,382.00~~	~~37,382.00~~
	Demo House 1401 CR 137	1.00	LS	26,512.00	26,512.00 ✓
GRAND TOTAL					~~63,894.00~~

Scope: Demolish existing houses located at 1652 CR 134 & 1401 CR 137. Demo includes slab and septic tank removals

Capital Excavation Requests an additional : TIA day(s)

PO Box 1301
Austin, TX 78767
Email: Estimating@CapitalExcavation.com

Change Request # 3

Date: 12/19/2024

QuoteTo:

Project: EAST WILCO WAY SEC 2 PH 1 (1072)
Capital Project #: 1072
Description: Plug Well - 1410 CR 137

Item 999-WC03

Item	Description	Quantity	Unit	Unit Price	Amount
	Plug Well	1.00	EA	8,802.15	8,802.15
GRAND TOTAL					8,802.15

Scope:

Capital Excavation Requests an additional : day(s)

Proposal

REF: **10242024**

Tom Arnold Drilling II LLC
2750 South A. W. Grimes Blvd.
Round Rock, Texas 78664
Tele: (512) 255-7293 · Mobile: (512) 963-7293
FAX: (512) 255-1613

PROPOSAL TO	LOCATION OF WORK
Capital Excavtion **Victor Rodriquez Superintendent**	**1401 CR 137** **Hutto, Tx.**

ORDERED BY	ORDER DATE
Same	**10-24-24**

ADDRESS	Telephone, Fax, Cellular Numbers
Vrodriquez@capitalexcavation.com	**512-440-1717 office** **512-801-1340 Cell**

We hereby propose to furnish all the materials and perform all the labor necessary for the completion of the below described work at the Location of Work and on the Date Work Performed as specified above.

QTY	Description
1	**Mobilize Well Location**
1	**Remove Equipment from Well**
1	**Leave equipment on site**
1	**Estimate Well to be 750' Deep**
1	**Plug Well to Abandon**
1	**Stop Plug at 5' below Grade**
1	**Complete Plugging Report and Copy TCEQ**

* Lic # 2096 Lic. By TCEQ department of Lic. & Reg. (512) 463-7880

Total $ **8,300.00**

TERMS

All material guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum written above.

Payment is to be made as follows:$ 2,000 down - total upon completion.

Proposal Acceptance

I, _____, by signing my name below, indicate my acceptance of the proposal as outlined herein.

_____ _____

Signature Date

NOTE: This proposal may be withdrawn by us if not accepted within forty-five (45) days.

PO Box 1301
Austin, TX 78767
Email: Estimating@CapitalExcavation.com

Change Request # 1

Date: 10/16/2024

QuoteTo: Kyle McCoy
HNTB Round Rock

Item 999-WC04

Project: EAST WILCO WAY SEC 2 PH 1 (1072)
Capital Project #: 1072
Description: Temp Signal Trailer Detection

Item	Description	Quantity	Unit	Unit Price	Amount
	TEMP SIGNAL TRAILER - DETECTION	2.00	MO	2,926.98	5,853.96
GRAND TOTAL					5,853.96

Scope: Price to add detection to the temporary signal trailers installed at E Wilco Hwy and Derby Day.

Capital Excavation Requests an additional : day(s)

TRP CONSTRUCTION GROUP, LLC.

REVISED QUOTE-3

1127 OLD BASTROP HWY
AUSTIN , TX 78742
512-990-9525 512-990-0336 FAX 512-695-4660 MOBILE
leev@trpconstructiongroup.com

Job Specifications	
Bid Date:	**7/17/2024**
Project:	**EAST WILCO HWY SEG 2 PH-1**
	WILLIAMSON COUNTY,TX NO. 24IBF59

ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL
	TRAFFIC CONTROL				
500-6001	MOBILIZATION	LS	1	$11,200.00	$11,200.00
502-6001	BARRICADES, SIGNS, AND TRAFFIC HANDLING	MO	48	$1,100.00	$52,800.00
	CHANGE ORDER				
*1	TRAFFIC SIGNAL LIGHT (4 LIGHT)	MO	2	$12,400.00	$24,800.00
*2	TRAFFIC SIGNAL LEFT TURN LIGHT (4)	MO	2	$3,800.00	$7,600.00
*3	TRAFFIC VIDEO DETECTION CAMERA (4)	MO	2	$2,760.00	$5,520.00
*4	DELIVERY ,SET UP AND FINAL PICK UP FEE	LS	1	$2,400.00	$2,400.00
	***SEE NOTES**			**TC TOTAL**	$104,320.00
	SIGNAGE				
560-6001	MAILBOX INSTALL-S (TWG-POST) TY-1	EA	2	$275.00	$550.00
1	TY-III END OF ROAD BARRICADE	LF	64	$36.00	$2,304.00
644-6002	IN SM RD SN SUP&AM TY10BWG (1) SA (P-BM)	EA	4	$1,100.00	$4,400.00
644-6004	IN SM RD SN SUP&AM TY10BWG (1) SA (T)	EA	19	$1,275.00	$24,225.00
644-6007	IN SM RD SN SUP&AM TY10BWG (1) SA (U)	EA	3	$1,350.00	$4,050.00
644-6030	IN SM RD SN SUP&AM TYS80 (1) SA (T)	EA	1	$1,400.00	$1,400.00
644-6033	IN SM RD SN SUP&AM TYS80 (1) SA (U)	EA	1	$1,500.00	$1,500.00
644-6060	IN SM RD SN SUP&AM TYTWT (1) WS (P)	EA	17	$425.00	$7,225.00
644-6061	IN SM RD SN SUP&AM TYTWT (1) WS (T)	EA	54	$550.00	$29,700.00
644-6068	RELOCATE SM RD SN SUP&AM TY 10BWG	EA	2	$550.00	$1,100.00
658-6014	INSTL DEL ASSM (D-SW) SZ (BRF) CTB (BI)	EA	173	$45.00	$7,785.00
658-6047	INSTL DEL ASSM (OM-2Y) SZ (WC) GND	EA	14	$135.00	$1,890.00
658-6062	INSTL DEL ASSM (D-SW) SZ (BRF) GF2 (BI)	EA	136	$85.00	$11,560.00
				PI TOTAL	$97,689.00
	STRIPING				
662-6008	WK ZN PAV MRK NON-REMOV (W) 6" (SLD)	LF	21541	$1.25	$26,926.25
662-6016	WK ZN PAV MRK NON-REMOV (W) 24" (SLD)	LF	234	$24.00	$5,616.00
662-6037	WK ZN PAV MRK NON-REMOV (Y) 6" (SLD)	LF	26785	$1.25	$33,481.25
666-6018	REFL PAV MRK TY-I (W) 6" (DOT) (100MIL)	LF	115	$2.00	$230.00
666-6036	REFL PAV MRK TY-I (W) 8" (SLD) (100MIL)	LF	4018	$1.55	$6,227.90
666-6048	REFL PAV MRK TY-I (W) 24" (SLD) (100MIL)	LF	897	$7.75	$6,951.75
666-6054	REFL PAV MRK TY-I (W) (ARROW) (100MIL)	EA	50	$225.00	$11,250.00
666-6078	REFL PAV MRK TY-I (W) (WORD) (100MIL)	EA	22	$300.00	$6,600.00
666-6099	REFL PAV MRK TY-I (W) 18" (YLD-TRI) (100MIL)	EA	15	$75.00	$1,125.00
666-6132	REFL PAV MRK TY-I (Y) 6" (DOT) (100MIL)	LF	97	$2.00	$194.00
666-6147	REFL PAV MRK TY-I (Y) 24" (SLD) (100MIL)	LF	517	$7.75	$4,006.75
666-6214	REFL PAV MRK TY-II (Y) 24" (SLD)	LF	517	$5.00	$2,585.00
666-6171	REFL PAV MRK TY-II (W) 6" (BRK)	LF	467	$0.50	$233.50
666-6172	REFL PAV MRK TY-II (W) 6" (DOT)	LF	115	$0.50	$57.50
666-6174	REFL PAV MRK TY-II (W) 6" (SLD)	LF	35923	$0.40	$14,369.20
666-6178	REFL PAV MRK TY-II (W) 8" (SLD)	LF	4018	$1.00	$4,018.00
666-6209	REFL PAV MRK TY-II (Y) 6" (SLD)	LF	97	$0.50	$48.50
666-6182	REFL PAV MRK TY-II (W) 24" (SLD)	LF	897	$5.00	$4,485.00
666-6184	REFL PAV MRK TY-II (W) (ARROW)	EA	50	$100.00	$5,000.00
666-6192	REFL PAV MRK TY-II (W) (WORD)	EA	22	$1.50	$33.00
666-6198	REFL PAV MRK TY-II (W) 18" (YLD-TRI)	EA	15	$45.00	$675.00
666-6209	REFL PAV MRK TY-II (Y) 6" (DOT)	LF	97	$3.00	$291.00
666-6208	REFL PAV MRK TY-II (Y) 6" (BRK)	LF	6602	$0.50	$3,301.00
666-6210	REFL PAV MRK TY-II (Y) 6" (SLD)	LF	59432	$0.50	$29,716.00
666-6214	REFL PAV MRK TY-II (Y) 24"(SLD)	LF	517	$5.00	$2,585.00
666-6306	RE PM W/RET REQ TY-I (W) 6" (BRK) (100MIL)	LF	467	$1.10	$513.70
666-6309	RE PM W/RET REQ TY-I (W) 6" (SLD) (100MIL)	LF	35923	$1.10	$39,515.30
666-6318	RE PM W/RET REQ TY-I (Y) 6" (BRK) (100MIL)	LF	6602	$1.10	$7,262.20
666-6321	RE PM W/RET REQ TY-I (W) 6" (SLD) (100MIL)	LF	59432	$1.10	$65,375.20
672-6007	REFL PAV MRK TY-I-C	EA	192	$7.75	$1,488.00
672-6009	REFL PAV MRK TY-II-A-A	EA	2140	$7.75	$16,585.00
672-6010	REFL PAV MRK TY-I-C	EA	21	$7.75	$162.75
677-6002	ELIM EXT PAV MRK & MRKS (6")	LF	7363	$1.75	$12,885.25
				PM TOTAL	$313,794.00
				SUBTOTAL	$515,803.00
				TAX	$42,553.75
				Total:	**$558,356.75**

NOTES FOR TRAFFIC CONTROL

*Price excludes the supply of Vests, Flags, Flaggers, Police, TMA's, Steadyburn lights, Non-standard signs, Daily Lane Closures, and Barriers,Arrow and Message Board Rental.
*RUMBLE STRIPS ARE A HIGH DEMAND SPECIALTY ITEM.LOST OR DAMAGED DEVICESWILL BE INVOICED AT REPLACEMENT COST.
*The Contractor is responsible for the repair or replacement cost of all equipment that is lost, damaged or stolen.
*The Contractor is responsible for the daily maintenance and placement of the traffic control equipment.
*Price is based on one month minimum rental . Each additional month will be billed $1100.00 per month.
*Price is based on 8 mobilization. Each additional will be billed at $1400.00
*Price is based on 200 traffic control devices.additional devices will be billed with additional cost per month.
*Price for traffic signal is based on one set of two at $6200.00 per month.
*Price for traffic signal turn light is based on $950.00 each per month.
*Price for video detection camera will be billed $690.00 each per month.
*Price is based on two mobilizations for the traffic signal light.eaach additional mobilization will be billed $1200.00 each.
*Price for message board is based on $1,900.00 each per month with $275.00 delivery and set up and $275.00 final pick up fee each.
*Price for arrow board is based on $550.00 each per month with $250.00 delivery and set up and $250.00 final pick up fee each.
*Price for tma truck only rental is based on $5200.00 each per month / $300.00 delivery and set up and $300.00 final pick up fee each.
*Price for 3- person flagger operation is based on $255.00 per hour with 6 hour minimum.
*Price for 4-person pilot car operation is based on $375.00 per hour with 6- hour minimum.
*Each additional flagger will be billed $55.00 each per hour.
*Delivery fee $275.00 each

NOTES FOR PAVEMENT MARKING

*Unless specified as a bid item, prior cleaning of surface to be striped is excluded.
*Contractor is responsible for all pavement marking layout and approval prior to striping.
*Additional $2300.00 per day will be billed if trp is requested to do the layout.
*Price is based on 3 mobilization for work zone striping. Each additional will be billed at $2900.00
*Price is based on 2 mobilization for paint striping. Each additional will be billed at $2900.00
*Price is based on one mobilization for final thermo striping. Each additional will be billed at $2900.00
* There is no warranty, implied or otherwise, for concrete surfaces that haven't cured for 30 days
*Removal is based on flail millings only.
*Additional $2400.00 will be billed per day for traffic control for for the striping crew.

NOTES FOR PERMANENT INSTALLATIONS / SIGNAGE

*Contractor shall assist in locating Utilities that may be in conflict with installations.
*There will be a $125.00 Coring fee PER UNIT if Signs are to be installed in Concrete surfaces.
* Allow two weeks for manufacturing of signs and mounts prior to installation date.
*Price is based on one mobilization. Each additional will be billed at $1450.00
* Rate excludes flashing beacons
*Price is based on 2.3/8" round post non-powder coated.

GENERAL NOTES

*If the Project is Tax Exempt, please provide certificate.
*Proposal Contingent upon both parties executing a mutually agreed upon subcontract.
*Proposal good for (10) working days from date of this quote.

Signature	Lee Vanover 3 *OPERATIONS MANAGER* **TRP CONSTRUCTION GROUP,LLC.**	Date	**7/11/2024**
Accepted by			
Title		Date	

Commissioners Court - Regular Session **44.**

Meeting Date: 03/11/2025

24IFB15 Liberty Hill Bypass - Change Order #4 (Relocate Water Line)

Submitted By: Julissa Vasquez, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding Change Order No. 4 in the amount of $14,900.00 for Project 24IFB15 Liberty Hill Bypass (Chasco Constructors) P: 343 Funding Source: Road Bond.

Background

This Change Order compensates the Contractor for relocating an existing water line to maintain service to the remainder property across the ROW that is used as pasture.

This Change Order results in a net increase of $14,900.00 to the Contract amount, for an adjusted Contract total of $14,444,811.00. The original Contract amount was $14,149,449.00. As a result of this and all Change Orders to-date, $295,362.00 has been added to the Contract, resulting in a 2.09% net increase in the Contract cost. No additional days will be added to or deducted from the Contract as a result of this Change Order.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

24IFB15-LHB_CO#4

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/06/2025 12:03 PM
Form Started By: Julissa Vasquez		Started On: 03/05/2025 06:53 AM
Final Approval Date: 03/06/2025		

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 4

Contract Award Date:	12/12/2023
Project Number:	*24IFB15*
Funding Source:	*P343*
Roadway:	*Bagdad Road*
CSJ Number:	N/A

Contractor: **Chasco Constructors** NTP Required: ☑ Yes ☐ No

Project Name: **Liberty Hill Bypass Improvements**

Change Order Work Limits: Sta. **322+00** to Sta. **334+00**

Type of Change(on federal-aid non-exempt projects): **Minor** (Major/Minor)

Reasons: **2G** (3 Max. - In order of importance - Primary first)

Describe the work being revised:

2.Differing Site Conditions (unforeseeable). 2G: Unadjusted utility (unforeseeable): This Change Order compensates the Contractor for relocating an existing water service line that crossed the ROW to provide water to the property owners cattle.

Work to be performed in accordance with Items: **See attached**

New or revised plan sheet(s) are attached and numbered: **36**

New Special Provisions/Specifications to the contract are attached: ☐ Yes ☑ No

New Special Provisions to Item N/A No. N/A. Special Specification Item N/A are attached.

Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.

THE CONTRACTOR Date 2/27/2025

By

Typed/Printed Name Scott Ambrus

Typed/Printed Title Project Manager

The following information must be provided

Time Ext. #: **N/A** Days added on this CO: **0**

Amount added by this change order: **$14,900.00**

Original Contract Amount:	**$14,149,449.00**
Total Change Orders To-Date:	**$295,362.00**
Percent Change in Original Contract:	**2.09%**

RECOMMENDED FOR EXECUTION:

3/3/2025
Senior Construction Engineer Date

Christen Eschberger 3/4/2025
Program Manager Date

N/A
3rd Party Signature Date

RECOMMENDED FOR EXECUTION:

3/4/2025
Department of Infrastructure Date
Williamson County

APPROVED:

Presiding Officer of the Date
Williamson County Commissioners Court

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: ***4*** ***Project #*** ***24IFB15***

TABLE A: Force Account Work and Materials Placed into Stock

	LABOR	HOURLY RATE			HOURLY RATE

TABLE B: Contract Items:

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
999-WC02	INSTALL 3" PVC CASING	LF	$60.00	0.00	$0.00	190.00	190.00	$11,400.00	$11,400.00
999-WC03	PUSH 1" PVC PIPE IN 3" CASING	LF	$5.00	0.00	$0.00	200.00	200.00	$1,000.00	$1,000.00
999-WC04	3/4" RISERS W/ VALVES & SPIGOTS	EA	$500.00	0.00	$0.00	2.00	2.00	$1,000.00	$1,000.00
999-WC05	TRAFFIC CONTROL SIGNS, FLAGMEN, PAVEMENT PATCHING	DOL	$1.00	0.00	$0.00	1,500.00	1,500.00	$1,500.00	$1,500.00
	TOTALS				$0.00			$14,900.00	$14,900.00

CHANGE ORDER REASON(S) CODE CHART

1. Design Error or Omission	1A. Incorrect PS&E 1B. Other
2. Differing Site Conditions (unforeseeable)	2A. Dispute resolution (expense caused by conditions and/or resulting delay) 2B. Unavailable material 2C. New development (conditions changing after PS&E completed) 2D. Environmental remediation 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9) 2F. Site conditions altered by an act of nature 2G. Unadjusted utility (unforeseeable) 2H. Unacquired Right-of-Way (unforeseeable) 2I. Additional safety needs (unforeseeable) 2J. Other
3. County Convenience	3A. Dispute resolution (not resulting from error in plans or differing site conditions) 3B. Public relations improvement 3C. Implementation of a Value Engineering finding 3D. Achievement of an early project completion 3E. Reduction of future maintenance 3F. Additional work desired by the County 3G. Compliance requirements of new laws and/or policies 3H. Cost savings opportunity discovered during construction 3I. Implementation of improved technology or better process 3J. Price adjustment on finished work (price reduced in exchange for acceptance) 3K. Addition of stock account or material supplied by state provision 3L. Revising safety work/measures desired by the County 3M. Other
4. Third Party Accommodation	4A. Failure of a third party to meet commitment 4B. Third party requested work 4C. Compliance requirements of new laws and/or policies (impacting third party) 4D. Other
5. Contractor Convenience	5A. Contractor exercises option to change the traffic control plan 5B. Contractor requested change in the sequence and/or method of work 5C. Payment for Partnering workshop 5D. Additional safety work/measures desired by the contractor 5E. Other
6. Untimely ROW/Utilities	6A. Right-of-Way not clear (third party responsibility for ROW) 6B. Right-of-Way not clear (County responsibility for ROW) 6C. Utilities not clear 6D. Other

Williamson County Road Bond Program

Liberty Hill Bypass Improvements
Williamson County Project No. 24IFB15

Change Order No. 4

Reason for Change

This Change Order compensates the Contractor for relocating an existing water line service that crossed the ROW to provide water to the property owners cattle.

Following is a summary of new items required for this Change Order.

ITEM	DESCRIPTION	QTY	UNIT
999-WC02	INSTALL 3” PVC CASING	190	LF
999-WC03	PUSH 1” PVC PIPE IN 3” CASING	200	LF
999-WC04	¾” RISERS W/ VALVE & SPIGOTS	2	EA
999-WC05	TRAFFIC CONTROL SIGNS, FLAGMEN, PAVEMNT PATCHING	1,500.00	DOL

This Change Order results in a net increase of $14,900.00 to the Contract amount, for an adjusted Contract total of $14,444,811.00. The original Contract amount was $14,149,449.00. As a result of this and all Change Orders to-date, $295,362.00 has been added to the Contract, resulting in a 2.09% net increase in the Contract cost. No additional days will be added to or deducted from the Contract as a result of this Change Order.

HNTB Corporation

Oscar Salazar-Bueno, P.E.

Change Order Worksheet

Contract Name	Liberty Hill Bypass	Solicitation #	24IFB15	
Date awarded	12/12/2023			
Awarded Contract Amount		$14,149,449.00		
			Percentage Change	
	Change order #1	$29,260.00	0.21%	
	Change order #2	$21,500.00	0.15%	
	Change order #3	$229,702.00	1.62%	
	Change order #4	$14,900.00	0.11%	
	Total changes to date	$295,362.00	2.09%	(Running totals here)
	Adjusted contract amount	$14,444,811.00		

CHASCO CONSTRUCTORS

P.O. Box 1057
Round Rock, TX 78680
(512) 244-0600
Fax (512) 244-6085

23164 - LIBERTY HILL BYPASS CP 004

11/20/2024

	DESCRIPTION	Q'TY	UNIT		
999-WC05	INSTALL 3" PVC CASING	190	LF	$60.00	$ 11,400.00
999-WC06	PUSH 1" PVC PIPE IN 3" CASING	200	LF	$5.00	$ 1,000.00
999-WC07	INSTALL 3/4" RISERS W/VALVES & SPIGOTS	2	EA	$500.00	$ 1,000.00
999-WC08	TRAFFIC CONTROL SIGNS, FLAGMEN, PAVEMENT PATCHING	1	LS	$1,500.00	$ 1,500.00
	TOTAL PROPOSAL				***$ 14,900.00***

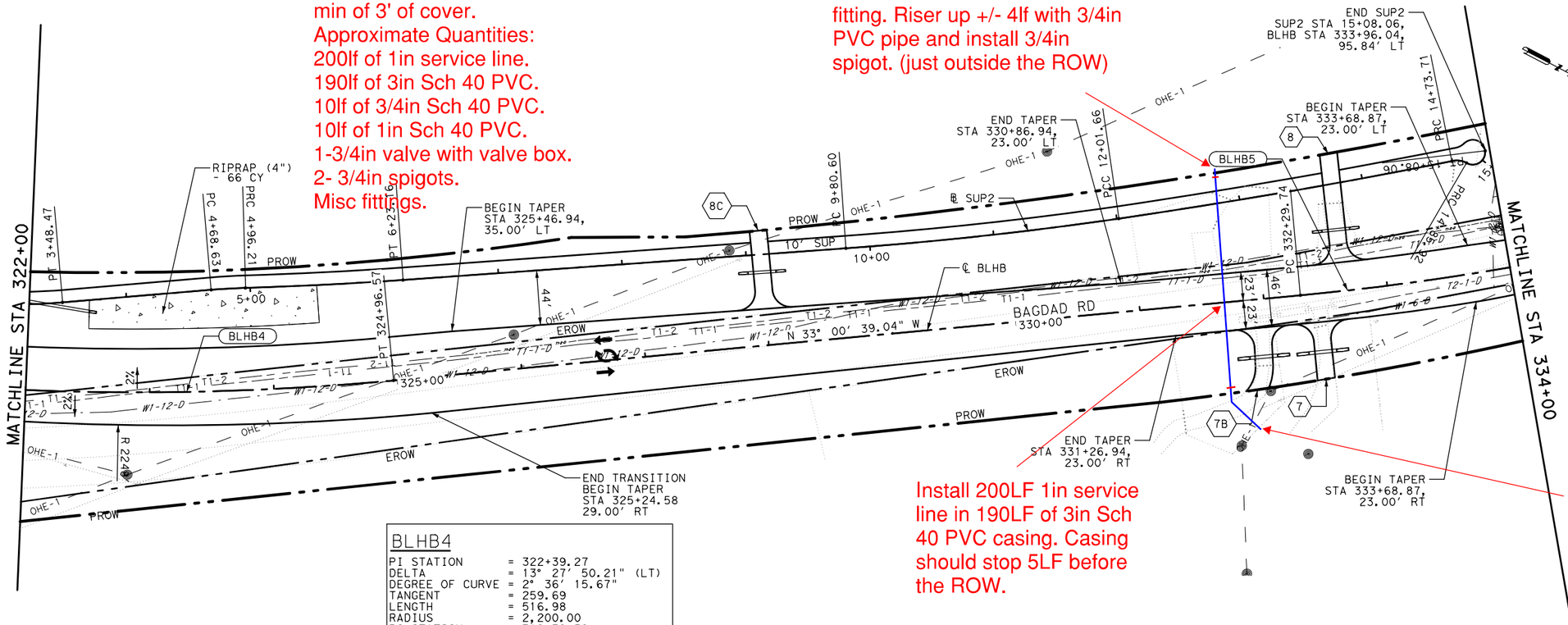
This price is in line with TxDOT average low bid.

Station 331+75.
Service line needs to maintain a min of 3' of cover.
Approximate Quantities:
200lf of 1in service line.
190lf of 3in Sch 40 PVC.
10lf of 3/4in Sch 40 PVC.
10lf of 1in Sch 40 PVC.
1-3/4in valve with valve box.
2- 3/4in spigots.
Misc fittings.

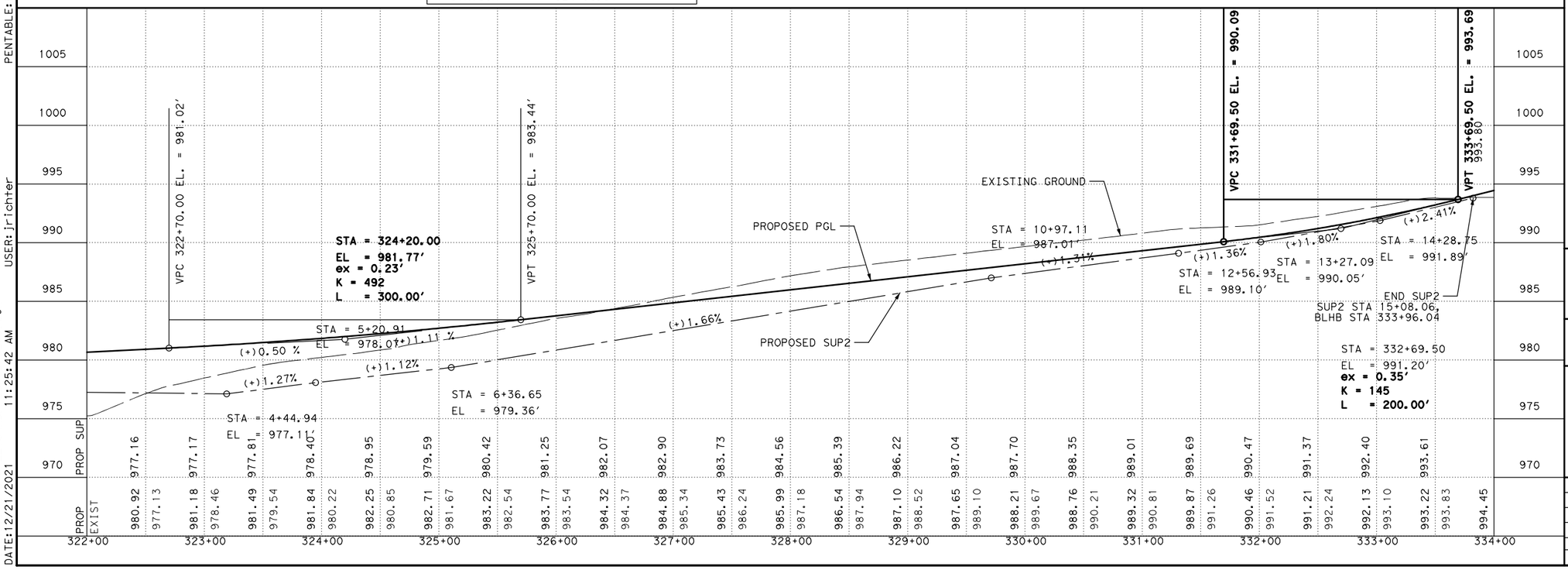
Install a 1in to 3/4in reducer fitting. Riser up +/- 4lf with 3/4in PVC pipe and install 3/4in spigot. (just outside the ROW)

Install 200LF 1in service line in 190LF of 3in Sch 40 PVC casing. Casing should stop 5LF before the ROW.

Tie-in to existing 3/4in line. 1in to 3/4in reducer. Install a "T" with 4' of 3/4in PVC riser. Add 3/4in spigot. Install a 3/4in valve with box prior to the "T".



BLHB4	
PI STATION	= 322+39.27
DELTA	= 13° 27' 50.21" (LT)
DEGREE OF CURVE	= 2° 36' 15.67"
TANGENT	= 259.69
LENGTH	= 516.98
RADIUS	= 2,200.00
PC STATION	= 319+79.59
PT STATION	= 324+96.57



NO.	DATE	REVISION	APPROVED

HORZ 0' 25' 50' 100'
VERT 0' 5' 10'

LEGEND:
- (XX-X) CURVE ID LABEL
- EXISTING TRAFFIC
- PROPOSED TRAFFIC
- (#) DRIVEWAY ID LABEL
- (MBXX) MAILBOX TURNOUT ID LABEL

STATE OF TEXAS
JOSHUA T. RICHTER
141234
LICENSED PROFESSIONAL ENGINEER
12/21/2021

WILLIAMSON COUNTY 1848

Binkley & Barfield, Inc.
TxEng F-257
2401 Double Creek Dr, Ste 200
Round Rock, TX 78664
512.292.0006
BinkleyBarfield.com
consulting engineers

BAGDAD ROAD
PLAN AND PROFILE
BAGDAD RD
STA 322+00 TO STA 334+00

SHEET 3 OF 4

FED. RD. DIV. NO.	PROJECT NO.		HIGHWAY NO.
			CR 279
STATE	DIST.	COUNTY	SHEET NO.
TEXAS		WILLIAMSON	36
CONT.	SECT.	JOB	

100% Submittal
PLOTDRIVER: TxDOT_Waco_PDF_Gray.plt
PENTABLE: BLHB.tbl
USER: jrichter
FILE:...\LHB SHEETS\RDPP_BAGDAD_03.dgn
DATE:12/21/2021 11:25:42 AM

Commissioners Court - Regular Session **45.**

Meeting Date: 03/11/2025

24IFB57 Ronald Reagan Blvd. Widening - Change Order #4 (Signal Pole)

Submitted By: Julissa Vasquez, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding Change Order No. 4 in the amount of $90,550.00 for Project 24IFB57 Ronald Reagan Blvd. Widening (Chasco Constructors) P: 336 Funding Source: Road Bond.

Background

This Change Order adds quantities and new items to match the traffic signal poles with the foundation types shown on the plans. In addition, it corrects traffic signal work quantities and missing items not included on the as-bid plan set. Multiple items will be added by this Change Order. Please see the attached Change Order for additional details.

This Change Order results in a net increase of $90,550.00 to the Contract amount, for an adjusted Contract total of $52,453,601.50. The original Contract amount was $52,159,299.00. As a result of this and all Change Orders to-date, $294,302.50 has been added to the Contract, resulting in a 0.56% net increase in the Contract cost. No additional days will be added to or deducted from the Contract as a result of this Change Order.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

24IFB57 RR Blvd Widening-CO#4

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/06/2025 05:16 PM
Form Started By: Julissa Vasquez		Started On: 03/05/2025 06:57 AM
Final Approval Date: 03/06/2025		

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 4

Contract Award Date:	7/16/2024
Project Number:	*24IFB57*
Funding Source:	*P336*
Roadway:	*Ronald Reagan Boulevard*
CSJ Number:	N/A

Contractor: **Chasco Constructors** NTP Required: ☑ Yes ☐ No

Project Name: **Ronald Reagan Boulevard Widening**

Change Order Work Limits: Sta. **2405+37.55** to Sta. **2680+84.48**

Type of Change(on federal-aid non-exempt projects): **Minor** (Major/Minor)

Reasons: **1A** (3 Max. - In order of importance - Primary first)

Describe the work being revised:

1A. Design Error or Omission. Incorrect PS&E. This Change Order adds quantities and new items to match the traffic signal poles with the foundation types shown on the plans. In addition, it corrects traffic signal work quantities and missing items not included on the as-bid plan set.

Work to be performed in accordance with Items: **See attached.**

New or revised plan sheet(s) are attached and numbered: **2,3,26,494,505,509,511,512,519,525,527,535-539,544,545**

New Special Provisions/Specifications to the contract are attached: ☐ Yes ☑ No

New Special Provisions to Item N/A No. N/A. Special Specification Item N/A are attached.

Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.

THE CONTRACTOR Date 3/3/2025

By _____

Typed/Printed Name Scott Ambrus

Typed/Printed Title Project Manager

The following information must be provided

Time Ext. #: **N/A** Days added on this CO: **0**

Amount added by this change order: **$90,550.00**

Original Contract Amount: **$52,159,299.00**

Total Change Orders To-Date: **$294,302.50**

Percent Change in Original Contract: **0.56%**

RECOMMENDED FOR EXECUTION:

_____ 3/3/2025
Senior Construction Engineer Date

RECOMMENDED FOR EXECUTION:

_____ 3/4/2025
Department of Infrastructure Date
Williamson County

_____ 3/4/2025
Program Manager Date

APPROVED:

N/A
3rd Party Signature Date

_____
Presiding Officer of the Date
Williamson County Commissioners Court

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: *4* ***Project #*** *24IFB57*

TABLE A: Force Account Work and Materials Placed into Stock

	LABOR	HOURLY RATE			HOURLY RATE

TABLE B: Contract Items:

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
686-6031	INS TRF SIG PL AM(S)1 ARM(28')LUM	EA	$12,500.00	1.00	$12,500.00	(1.00)	0.00	$0.00	($12,500.00)
686-6035	INS TRF SIG PL AM(S)1 ARM(32')LUM	EA	$13,500.00	2.00	$27,000.00	(2.00)	0.00	$0.00	($27,000.00)
686-6039	INS TRF SIG PL AM(S)1 ARM(36')LUM	EA	$15,000.00	4.00	$60,000.00	(4.00)	0.00	$0.00	($60,000.00)
686-6043	INS TRF SIG PL AM(S)1 ARM(40')LUM	EA	$16,250.00	1.00	$16,250.00	(1.00)	0.00	$0.00	($16,250.00)
686-6047	INS TRF SIG PL AM(S)1 ARM(44')LUM	EA	$16,500.00	2.00	$33,000.00	(2.00)	0.00	$0.00	($33,000.00)
686-6115	INS TRF SIG PL AM (S) 2 ARM (36-24') LUM	EA	$19,000.00	1.00	$19,000.00	(1.00)	0.00	$0.00	($19,000.00)
686-6147	INS TRF SIG PL AM(S)2 ARM(40-36')LUM	EA	$22,000.00	1.00	$22,000.00	(1.00)	0.00	$0.00	($22,000.00)
686-6167	INS TRF SIG PL AM(S)2 ARM(44-36')LUM	EA	$24,000.00	1.00	$24,000.00	(1.00)	0.00	$0.00	($24,000.00)
686-6215	INS TRF SIG PL AM(S)2 ARM(55-36')LUM	EA	$46,000.00	1.00	$46,000.00	(1.00)	0.00	$0.00	($46,000.00)
686-6059	INS TRF SIG PL AM(S)1 ARM(55')LUM	EA	$44,000.00	2.00	$88,000.00	1.00	3.00	$132,000.00	$44,000.00
680-6011	INSTALL HWY TRF SIG (UPGRADE)	EA	$2,800.00	0.00	$0.00	1.00	1.00	$2,800.00	$2,800.00
686-6007	INS TRF SIG PL AM (S) STR (TY B)	EA	$8,000.00	0.00	$0.00	1.00	1.00	$8,000.00	$8,000.00
686-6031	INS TRF SIG PL AM(S)1 ARM(28')LUM	EA	$14,500.00	0.00	$0.00	1.00	1.00	$14,500.00	$14,500.00
686-6035	INS TRF SIG PL AM(S)1 ARM(32')LUM	EA	$16,250.00	0.00	$0.00	2.00	2.00	$32,500.00	$32,500.00
686-6039	INS TRF SIG PL AM(S)1 ARM(36')LUM	EA	$17,000.00	0.00	$0.00	4.00	4.00	$68,000.00	$68,000.00
686-6043	INS TRF SIG PL AM(S)1 ARM(40')LUM	EA	$18,750.00	0.00	$0.00	1.00	1.00	$18,750.00	$18,750.00
686-6047	INS TRF SIG PL AM(S)1 ARM(44')LUM	EA	$19,500.00	0.00	$0.00	2.00	2.00	$39,000.00	$39,000.00
686-6115	INS TRF SIG PL AM (S) 2 ARM (36-24') LUM	EA	$23,000.00	0.00	$0.00	1.00	1.00	$23,000.00	$23,000.00
686-6147	INS TRF SIG PL AM(S)2 ARM(40-36')LUM	EA	$25,000.00	0.00	$0.00	1.00	1.00	$25,000.00	$25,000.00
686-6167	INS TRF SIG PL AM(S)2 ARM(44-36')LUM	EA	$27,500.00	0.00	$0.00	1.00	1.00	$27,500.00	$27,500.00
	TOTALS				$347,750.00			$391,050.00	$43,300.00

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 4 ***Project # 24IFB57***

TABLE B: Contract Items (*Continued*)

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
686-6215	INS TRF SIG PL AM(S)2 ARM(55-36')LUM	EA	$47,250.00	0.00	$0.00	1.00	1.00	$47,250.00	$47,250.00

CHANGE ORDER REASON(S) CODE CHART

1. Design Error or Omission	1A. Incorrect PS&E 1B. Other
2. Differing Site Conditions (unforeseeable)	2A. Dispute resolution (expense caused by conditions and/or resulting delay) 2B. Unavailable material 2C. New development (conditions changing after PS&E completed) 2D. Environmental remediation 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9) 2F. Site conditions altered by an act of nature 2G. Unadjusted utility (unforeseeable) 2H. Unacquired Right-of-Way (unforeseeable) 2I. Additional safety needs (unforeseeable) 2J. Other
3. County Convenience	3A. Dispute resolution (not resulting from error in plans or differing site conditions) 3B. Public relations improvement 3C. Implementation of a Value Engineering finding 3D. Achievement of an early project completion 3E. Reduction of future maintenance 3F. Additional work desired by the County 3G. Compliance requirements of new laws and/or policies 3H. Cost savings opportunity discovered during construction 3I. Implementation of improved technology or better process 3J. Price adjustment on finished work (price reduced in exchange for acceptance) 3K. Addition of stock account or material supplied by state provision 3L. Revising safety work/measures desired by the County 3M. Other
4. Third Party Accommodation	4A. Failure of a third party to meet commitment 4B. Third party requested work 4C. Compliance requirements of new laws and/or policies (impacting third party) 4D. Other
5. Contractor Convenience	5A. Contractor exercises option to change the traffic control plan 5B. Contractor requested change in the sequence and/or method of work 5C. Payment for Partnering workshop 5D. Additional safety work/measures desired by the contractor 5E. Other
6. Untimely ROW/Utilities	6A. Right-of-Way not clear (third party responsibility for ROW) 6B. Right-of-Way not clear (County responsibility for ROW) 6C. Utilities not clear 6D. Other

Williamson County Road Bond Program

Ronald Reagan Boulevard Widening
Williamson County Project No. 24IFB57

Change Order No. 4

Reason for Change

This Change Order adds quantities and new items to match the traffic signal poles with the foundation types shown on the plans. In addition, it corrects traffic signal work quantities and missing items not included on the as-bid plan set.

Following is a summary of new items required for this Change Order.

ITEM	DESCRIPTION	QTY	UNIT
680-6011	INSTALL HWY TRF SIG (UPGRADE)	1	EA
686-6007	INS TRF SIG PL AM (S) STR (TY B)	1	EA
686-6031	INS TRF SIG PL AM(S)1 ARM(28')LUM	1	EA
686-6035	INS TRF SIG PL AM(S)1 ARM(32')LUM	2	EA
686-6039	INS TRF SIG PL AM(S)1 ARM(36')LUM	4	EA
686-6043	INS TRF SIG PL AM(S)1 ARM(40')LUM	1	EA
686-6047	INS TRF SIG PL AM(S)1 ARM(44')LUM	2	EA
686-6115	INS TRF SIG PL AM (S) 2 ARM (36-24') LUM	1	EA
686-6147	INS TRF SIG PL AM(S)2 ARM(40-36')LUM	1	EA
686-6167	INS TRF SIG PL AM(S)2 ARM(44-36')LUM	1	EA
686-6215	INS TRF SIG PL AM(S)2 ARM(55-36')LUM	1	EA

This Change Order results in a net increase of $90,550.00 to the Contract amount, for an adjusted Contract total of $52,453,601.50. The original Contract amount was $52,159,299.00. As a result of this and all Change Orders to-date, $294,302.50 has been added to the Contract, resulting in a 0.56% net increase in the Contract cost. No additional days will be added to or deducted from the Contract as a result of this Change Order.

HNTB Corporation
Oscar Salazar-Bueno, P.E.

Change Order Worksheet

Contract Name	Ronald Reagan Blvd. Widening	Solicitation #	24IFB57	
Date awarded	7/16/2024			
Awarded Contract Amount		$52,159,299.00		
			Percentage Change	
	Change Order #1	$145,428.00	0.28%	
	Change Order #2	$29,362.00	0.06%	
	Change Order #3	$28,962.50	0.06%	
	Change Order #4	$90,550.00	0.17%	
	Total changes to date	$294,302.50	0.56%	(Running totals here)
	Adjusted contract amount	$52,453,601.50		

HNTB

REQUEST FOR INFORMATION FORM

RFI NO.: 14 **DATE:** 10/1/24

PROJECT: RONALD REAGAN BLVD WIDENING **RESPONSE REQUESTED BY DATE:** 10/5/24

TO: HNTB: Eddie Church P.E.; Oscar Salazar-Bueno P.E.; Steven Shull; Joseph Jones

REFERENCE: TRAFFIC SIGNAL PLANS

PROBLEM:

1) It appears the Traffic Signal Designer used SMA100 calculations to describe and quantify the drill shaft sizes and lengths for the NON LMA Poles, however, the standard details provided are for NON LMA SMA80 poles. It is our understanding that SMA100 foundations could cause conflict with the anchor layout of SMA80 poles. Please confirm.

2) If SMA80 calculations are to be used for foundations, please provide updated sheets as required. Per the attached redlines, it appears Bid Item 0416 for a 42" Drill Shaft will not be used, however a Bid item for a 30" Drill Shaft will be required.

RECOMMENDED SOLUTION:

Garrett Williams
Originator

Supervisor

RESPONSE:

Maintain the current signal foundation design and replace SMA-80 standard with SMA-100 standard which designs for 100MPH wind load. In reviewing the original question, some errors were discovered. Attached are the revised standards and various sheets reflecting the error corrections.

Enrique Acevedo
Responder

10/17/2024
Date

Sign, Date & Return to HNTB via e-mail or fax.

Mail original to: HNTB Corporation
101 E Old Settlers Blvd, Ste 100
Round Rock, Texas 78664

Attachments to RFI:
Cc:

GENERAL

1			TITLE SHEET
2	–	3	SUPPLEMENTAL INDEX
4	–	5	PROJECT LAYOUT
6	–	17	TYPICAL SECTIONS
18			GENERAL NOTES
19	–	28	QUANTITY SUMMARY
29			CRASH CUSHION SUMMARY
30	–	39	SUMMARY OF SMALL SIGNS

TRAFFIC CONTROL PLANS

40			TRAFFIC CONTROL PLAN NARRATIVE
41			TRAFFIC CONTROL PLAN PHASE 1A TYPICAL SECTIONS
42			TRAFFIC CONTROL PLAN PHASE 1A/1B TYPICAL INTERSECTING ROADWAY SECTIONS
43			TRAFFIC CONTROL PLAN PHASE 2A TYPICAL SECTIONS
44			TRAFFIC CONTROL PLAN PHASE 2B TYPICAL SECTIONS
45	–	65	TRAFFIC CONTROL PLAN PHASE 1A
66	–	69	TRAFFIC CONTROL PLAN PHASE 1B
70	–	84	TRAFFIC CONTROL PLAN PHASE 2A
85			TRAFFIC CONTROL PLAN PHASE 2B

TRAFFIC CONTROL STANDARDS

86	–	97	BC(1)–21 THRU BC(12)–21
98			TCP(1–5)–18
99			TCP(2–1)–18
100			TCP(2–3)–23
101			TCP(2–6)–18
102			TCP(3–1)–13
103			TCP(3–2)–13
104			TCP(3–3)–14
105	–	106	SSCB(2)–10
107			ABSORB(M)–19
108			SLED–19

ROADWAY PLANS

109	–	124	REMOVAL LAYOUT
125	–	136	SURVEY DATA
137	–	140	HORIZONTAL ALIGNMENT DATA
141	–	168	ROADWAY PLAN & PROFILE – RONALD REAGAN BLVD
169	–	171	ROADWAY PLAN & PROFILE – SH 29
172			ROADWAY PLAN & PROFILE – KAUFFMAN LOOP
173			ROADWAY PLAN & PROFILE – SANTA RITA BLVD
174			ROADWAY PLAN & PROFILE – FIRE STATION
175			ROADWAY PLAN & PROFILE – ELIZABETH PARKWAY
176			ROADWAY PLAN & PROFILE – TOWER ROAD
177			ROADWAY PLAN & PROFILE – CR 258
178	–	180	ROADWAY PLAN & PROFILE – FM 3405
181			INTERSECTION LAYOUT – KAUFFMAN LOOP
182			INTERSECTION LAYOUT – SANTA RITA BLVD
183			INTERSECTION LAYOUT – FIRE STATION
184			INTERSECTION LAYOUT – ELIZABETH PARKWAY
185			INTERSECTION LAYOUT – TOWER ROAD
186			INTERSECTION LAYOUT – CR 258
187			INTERSECTION LAYOUT – FM 3405
188	–	190	DRIVEWAY DETAILS
191	–	193	GRADING LAYOUTS

ROADWAY STANDARDS

194	–	195	SRR–19
196			GF(31)–19
197	–	198	GF(31)TR TL3–20
199			GF(31)DAT–19
200			GF(31)MS–19
201			SGT(10S)31–16
202	–	204	SRG(TL–3)–21
205			SSCC–16
206	–	207	CATCB(1)–17
208			CCCG–22
209	–	212	PED–18
213			MBGF–19
214			WF(2)–10

RETAINING WALL PLANS

215			RETAINING WALL 01 PLAN & PROFILE
216			RETAINING WALL 02 PLAN & PROFILE
217			RETAINING WALL 03 PLAN & PROFILE
218	–	221	RETAINING WALL 04 PLAN & PROFILE
222			RETAINING WALL 05 PLAN & PROFILE
223			RETAINING WALL 06 PLAN & PROFILE
224			RETAINING WALL 07 PLAN & PROFILE
225			RETAINING WALL 08 PLAN & PROFILE
226			RETAINING WALL 09 PLAN & PROFILE
227			RETAINING WALL 10 PLAN & PROFILE
228			RETAINING WALL 11 PLAN & PROFILE
229			RETAINING WALL 12 PLAN & PROFILE
230			RETAINING WALL 13 PLAN & PROFILE
231			RETAINING WALL 14 PLAN & PROFILE
232	–	261	BORING LOGS

RETAINING WALL STANDARDS

262			RW(SFC) (MOD)
263	–	264	RW(MSE)
265			RW(MSE)DD
266			RW(TRF)
267			RW(SF)

DRAINAGE PLANS

268			EXTERNAL DRAINAGE AREA MAP
269			DRAINAGE AREA MAP SAN GABRIEL RIVER NORTH FORK
270	–	271	CROSSING NO. 2 CHANNEL GRADING PLAN
272			CULVERT LAYOUT SH 29
273			CULVERT LAYOUT CULVERT NO. 3
274			CULVERT LAYOUT CULVERT 2647+00
275			FLOWAGE EASEMENT MITIGATION GRADING PLAN BRIDGE NO. 5
276			FIRE STATION BATCH DETENTION POND
277	–	282	HYDRAULIC DATA SHEETS
283	–	285	PARALLEL CULVERT PLAN
286	–	296	PARALLEL CULVERT PROFILES
297	–	299	INTERNAL DRAINAGE MAPS
300			STORM SEWER HYDRAULIC COMPUTATIONS
301	–	306	STORM SEWER PLAN & PROFILE
307	–	315	DITCH TABLES
316			CITY OF AUSTIN INLET STANDARD

DRAINAGE STANDARDS & DETAILS

317			SP
~~318~~			~~SCP–3~~
318A			SCP–5
~~319~~			~~SCP–9~~
320			SCP–MD
321			SCP–MD (MOD)
322			SCC–MD
323			BCS
~~324~~			~~FW–S~~
324A	–	324B	SETB–PD
~~325~~	–	~~326~~	~~SETP–CS~~
327			SETP–PD
328			PSET–SC
329			PSET–SP
330			PW
331			PBGC
332			PDD
332B			PRM
333	–	334	PSL
335			PB
336			PJB
337			PAZD
338			PAZD–CZ

WATER QUALITY

339	–	355	WATER POLLUTION ABATEMENT PLAN EXHIBIT
356	–	365	WATER QUALITY POND PLANS
366	–	369	WATER QUALITY REMOVALS
370			WATER QUALITY POND DETAILS
371	–	372	STRUCTURAL DETAIL SHEETS
373			CITY OF AUSTIN STANDARD 508S–15
374			WPAP CONSTRUCTION NOTES

BRIDGE PLANS

TRIBUTARY #1 TO SOWE'S BRANCH BRIDGE

375	–	377	BRIDGE LAYOUT
378			ESTIMATED QUANTITIES & BEARING SEAT ELEVATIONS
379			ABUTMENT NO. 1
380			ABUTMENT NO. 8
381			MISCELLANEOUS ABUTMENT DETAILS
382			INTERIOR BENT NOS. 2–4
383			INTERIOR BENT NO. 5
384			INTERIOR BENT NOS. 6 & 7
385			FRAMING PLAN (SPANS 1 & 2)
386			250.00' PRESTRESSED CONCRETE I–GIRDER UNIT (SPANS 1 & 2)
387			FRAMING PLAN (SPANS 3 & 4)
388			250.00' PRESTRESSED CONCRETE I–GIRDER UNIT (SPANS 3 & 4)
389			FRAMING PLAN (SPANS 5–7)
390			265.00' PRESTRESSED CONCRETE I–GIRDER UNIT (SPANS 5–7)

SOWE'S BRANCH BRIDGE

391			BRIDGE LAYOUT
392			ESTIMATED QUANTITIES & BEARING SEAT ELEVATIONS
393			ABUTMENT NO. 1
394			ABUTMENT NO. 3
395			MISCELLANEOUS ABUTMENT DETAILS
396			INTERIOR BENT NO. 2
397			FRAMING PLAN (SPANS 1 & 2)

THE STANDARD SHEETS SPECIFICALLY IDENTIFIED ABOVE HAVE BEEN SELECTED BY ME OR UNDER MY RESPONSIBLE SUPERVISION AS BEING APPLICABLE TO THIS PROJECT.

Signature of Registrant , P.E. & Date 10/29/2024

NO.	REVISION	BY	DATE
2	RFI #3	CAS	10/24
1	RFI #2	CAS	10/24

WILCO TEXAS

CP&Y an STV Company
TEXAS REGISTERED ENGINEERING FIRM F-1741

RONALD REAGAN BLVD.

SUPPLEMENTAL INDEX

Designed:	ANK	FED. RD. DIV. NO.	STATE	PROJECT NO.				HIGHWAY NO.
Checked:	ANK	X	TEXAS					
Drawn:	ANK	DIST.	COUNTY	CONTROL NO.	SECTION NO.	JOB NO.		SHEET NO.
Checked:	ANK		WILLIAMSON					2

SHEET 1 OF 3

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BRIDGE PLANS (CONTINUED)

			TRIBUTARY #2 TO SOWE'S BRANCH BRIDGE
399			BRIDGE LAYOUT
400			ESTIMATED QUANTITIES & BEARING SEAT ELEVATIONS
401			ABUTMENT NO. 1
402			ABUTMENT NO. 6
403			MISCELLANEOUS ABUTMENT DETAILS
404			INTERIOR BENT NOS. 2–4
405			INTERIOR BENT NO. 5
406			FRAMING PLAN (SPANS 1–3)
407			222.00' PRESTRESSED CONCRETE I–GIRDER UNIT (SPANS 1–3)
408			FRAMING PLAN (SPANS 4 & 5)
409	–	410	164.00' PRESTRESSED CONCRETE I–GIRDER UNTI (SPANS 4 & 5)
			NORTH FORK SAN GABRIEL RIVER RELIEF BRIDGE
411	–	412	BRIDGE LAYOUT
413			ESTIMATED QUANTITIES & BEARING SEAT ELEVATIONS
414			ABUTMENT NO. 1
415			ABUTMENT NO. 5
416			MISCELLANEOUS ABUTMENT DETAILS
417			INTERIOR BENT NO. 2
418			INTERIOR BENT NOS. 3 & 4
419			FRAMING PLAN (SPANS 1 & 2)
420	–	421	215.00' PRESTRESSED CONCRETE I–GIRDER UNIT (SPANS 1 & 2)
422			FRAMING PLAN (SPANS 3 & 4)
423			250.00' PRESTRESSED CINCRETE I–GIRDER UNIT (SPANS 3 & 4)
			NORTH FORK SAN GABRIEL RIVER BRIDGE
424	–	425	BRIDGE LAYOUT
426			ESTIMATED QUANTITIES & BEARING SEAT ELEVATIONS
427			ABUTMENT NO. 1
428			ABUTMENT NO. 5
429			MISCELLANEOUS ABUTMENT DETAILS
430			INTERIOR BENT NOS. 2 & 5
431			INTERIOR BENT NOS. 3 & 4
432			FRAMING PLAN (SPANS 1 & 2)
433	–	434	190.00' PRESTRESSED CONCRETE I–GIRDER UNIT (SPANS 1 & 2)
435			FRAMING PLAN (SPANS 3 – 5)
436	–	437	250.00' PRESTRESSED CONCRETE I–GIRDER UNIT (SPANS 3 – 5)
			TRIBUTARY TO MIDDLE FORK SAN GABRIEL RIVER
438			BRIDGE LAYOUT
439			ESTIMATED QUANTITIES & BEARING SEAT ELEVATIONS
440			ABUTMENT NO. 1
441			ABUTMENT NO. 3
442			MISCELLANEOUS ABUTMENT DETAILS
443			INTERIOR BENT NO. 2
444			FRAMING PLAN (SPANS 1 & 2)
445			110.00' PRESTRESSED CONCRETE I–GIRDER UNIT (SPANS 1 & 2)
			MIDDLE FORK SAN GABRIEL RIVER
446			BRIDGE LAYOUT
447			ESTIMATED QUANTITIES & BEARING SEAT ELEVATIONS
448			ABUTMENT NO. 1
449			ABUTMENT NO. 3
450			MISCELLANEOUS ABUTMENT DETAILS
451			INTERIOR BENT NO. 2
452			FRAMING PLAN (SPANS 1 & 2)
453			110.00' PRESTRESSED CONCRETE I–GIRDER UNIT (SPANS 1 & 2)

MISCELLANEOUS BRIDGE DETAILS

454	–	455	BRIDGE DECK DRAIN DETAILS
456			BD–1(MOD)

BRIDGE STANDARDS

457			IGND
458	–	460	TYPE C221
461			BAS–A
462			CRR
463	–	464	CSAB
465	–	466	FD
467	–	468	IGD
469	–	471	IGEB
472	–	473	IGMS
474			IGSK
475			IGTS
476	–	477	MEBR (C)
478	–	481	PCP
482			PCP–FAB
483	–	484	OMITTED
485	–	486	OMITTED
487	–	488	PMDF
489			SEJ–M
490	–	491	SSTR

TRAFFIC SIGNAL PLANS

			SH 29
492	–	493	SIGNAL LAYOUT
494			SIGNAL DETAILS
			KAUFFMAN LOOP
495	–	496	SIGNAL LAYOUT
497	–	498	SIGNAL DETAILS
499			SIGN DETAILS
500	–	501	SIGNAL ELEVATIONS
			SANTA RITA BLVD
502	–	503	SIGNAL LAYOUT
504	–	505	SIGNAL DETAILS
506			SIGN DETAILS
507	–	508	SIGNAL ELEVATIONS
			ELIZABETH PARKWAY
509	–	510	SIGNAL LAYOUT
511	–	512	SIGNAL DETAILS
513			SIGN DETAILS
514	–	515	SIGNAL ELEVATIONS
			TOWER ROAD
516	–	517	SIGNAL LAYOUT
518	–	519	SIGNAL DETAILS
520			SIGNAL MOUNTED SIGN DETAILS
521			SIGNAL ELEVATIONS
			FM 3405
522	–	523	SIGNAL LAYOUT
524	–	525	SIGNAL DETAILS
526			SIGN DETAILS
527			SIGNAL ELEVATIONS

TRAFFIC SIGNAL AND ELECTRICAL STANDARDS

528			ED(1)–14
529			ED(3)–14
530			ED(4)–14
531			ED(5)–14
532			ED(6)–14
533			ED(7)–14
534			ED(8)–14
535	–	536	SMA–100(1)–12
537	–	539	DMA–100(1)–12
540	–	544	LMA(1 THRU 5)–12
545			TS–FD–12
546			MA–D–12
547			MA–C–12
548			MA–DPD–20
549			LUM–A–12
550			CFA–12
551			TS–BP–20
552			TS–CF–21
553			WV & IZ–14

PAVEMENT MARKING & SIGNING PLANS

554	–	569	SIGNING AND STRIPING LAYOUTS
570	–	571	MEDIAN DETAILS
572			SIGNCAD DETAILS

PAVEMENT MARKING & SIGNING STANDARDS

573			D&OM(4)–20
574			D&OM(VIA)–20
575			PM(1)–22
576			PM(2)–22
577			PM(3)–22
578			PM(4)–22A
579			SMD(GEN)–08
580			SMD(SLIP–1)–08
581			SMD(SLIP–2)–08
582			SMD(SLIP–3)–08
583			SMD(TWT)–08

EROSION CONTROL PLANS

584			STORM WATER POLLUTION PREVENTION PLAN (SW3P)
585	–	618	EROSION CONTROL LAYOUT

EROSION CONTROL STANDARDS

619			EC(1)–16
620			EC(2)–16
621			EC(3)–16
622	–	624	EC(9)–16

THE STANDARD SHEETS SPECIFICALLY IDENTIFIED ABOVE HAVE BEEN SELECTED BY ME OR UNDER MY RESPONSIBLE SUPERVISION AS BEING APPLICABLE TO THIS PROJECT.

Signature of Registrant , P.E. & Date 10/29/2024

NO.	REVISION	BY	DATE
1	RFI #14	CAS	10/24

WILCO TEXAS

CP&Y an STV Company
TEXAS REGISTERED ENGINEERING FIRM F-1741

RONALD REAGAN BLVD.

SUPPLEMENTAL INDEX

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SUMMARY OF SIGNAL QUANTITIES

ITEM:	0416	0416	0416	0416	0618	0618	0620	0620	0621	0624	0628	0680	0680	0682	0682	0682	0682	0682
DESC. CODE:	6030	6032	6033	6034	6029	6030	6007	6008	6005	6010	6145	6003	6011	6001	6002	6003	6004	6005
LOCATION	DRILL SHAFT (TRF SIG POLE) (24 IN)	DRILL SHAFT (TRF SIG POLE) (36 IN)	DRILL SHAFT (TRF SIG POLE) (42 IN)	DRILL SHAFT (TRF SIG POLE) (48 IN)	CONDT (PVC) (SCH 40) (3")	CONDT (PVC) (SCH 40) (3") (BORE)	ELEC CONDR (NO. 8) BARE	ELEC CONDR (NO. 8) INSULATED	TRAY CABLE (4 CONDR) (12 AWG)	GROUND BOX TY D (162922) W/APRON	ELC SRV TY D 120/240 060(NS)SS (E)SP(O)	INSTALL HWY TRF SIG (SYSTEM)	INSTALL HWY TRF SIG (UPGRADE)	VEH SIG SEC (12")LED (GRN)	VEH SIG SEC (12")LED (GRN ARW)	VEH SIG SEC (12")LED (YEL)	VEH SIG SEC (12")LED (YEL ARW)	VEH SIG SEC (12")LED (RED)
⚠1	LF	LF	LF	LF	LF	LF	LF	LF	LF	EA	EA	EA	EA	EA	EA ⚠1	EA	EA ⚠1	EA
SH 29													1		2		2	
KAUFFMAN LOOP		27	17.5	22	1260	405	605	1210	120	8	1	1		14	2	14	2	14
SANTA RITA BLVD	36	44.5		66	1200	1050	775	1550	180	8		1		14	4	14	4	14
ELIZABETH PARK BLVD	18	41	17.5	22	975	750	890	1780	120	7		1		10	3	10	3	10
TOWER ROAD	54	29	⚠1	44	1180	1170	665	1330	120	9	1	1		9	4	9	2	9
FM 3405		27		44	1320	1275	870	1740	120	5	1	1		8	6	8	8	8
PROJECT TOTALS	108	168.5	35	198	5935	4650	3805	7610	660	37	3	5	1	55	21	55	21	55

⚠1 ⚠1 ⚠1

SUMMARY OF SIGNAL QUANTITIES

ITEM:	0682	0682	0682	0682	0684	0684	0684	0686	0686	0686	0686	0686	0686	0686	0686	0686	0686	0686
DESC. CODE:	6006	6018	6051	6052	6007	6010	6012	6007	6031	6035	6039	6043	6047	6055	6059	6063	6115	6147
LOCATION	VEH SIG SEC (12")LED (RED ARW)	PED SIG SEC (LED) (COUNTDOWN)	BACKPLATE W/REFL BRDR (3 SEC)ALUM	BACKPLATE W/REFL BRDR (4 SEC)ALUM	TRF SIG CBL (TY A)(12 AWG) (2 CONDR)	TRF SIG CBL (TY A)(12 AWG) (5 CONDR)	TRF SIG CBL (TY A)(12 AWG) (7 CONDR)	INS TRF SIG PL AM (S)STR(TY B)	INS TRF SIG PL AM(S)1 ARM (28')LUM	INS TRF SIG PL AM(S)1 ARM (32')LUM	INS TRF SIG PL AM(S)1 ARM (36')LUM	INS TRF SIG PL AM(S)1 ARM (40')LUM	INS TRF SIG PL AM(S)1 ARM (44')LUM	INS TRF SIG PL AM(S)1 ARM (50')LUM	INS TRF SIG PL AM(S)1 ARM (55')LUM	INS TRF SIG PL AM(S)1 ARM (60')LUM	INS TRF SIG PL AM(S)2 ARM (36-24')LUM	INS TRF SIG PL AM(S)2 ARM (40-36')LUM
⚠1	EA ⚠1	EA	EA ⚠1	EA	LF	LF ⚠1	LF	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA
SH 29	2		2			610												
KAUFFMAN LOOP	2		16		⚠1 3557				1		1				⚠1			
SANTA RITA BLVD	4	12	18		3102	8584					1	1	1	1	1	1		
ELIZABETH PARK BLVD	3	4	13		699	4771		1		1							1	1
TOWER ROAD	2	12	9	2	2455	5649	586				1		1			2		
FM 3405	6		12	2		2206.5	535.5			1	1			1	1			
PROJECT TOTALS	19	28	70	4	6256	25377.5	1121.5	1	1	2	4	1	2	2	3	3	1	1

⚠1 ⚠1 ⚠1 ⚠1 ⚠1

SUMMARY OF SIGNAL QUANTITIES

ITEM:	0686	0686	0687	0688	0688	0690	6027	6027	6306	6306	6306	XXXX
DESC. CODE:	6167	6215	6001	6001	6003	6137	6003	6008	6001	6002	6007	YYYY
LOCATION	INS TRF SIG PL AM(S)2 ARM (44-36')LUM	INS TRF SIG PL AM(S)2 ARM (55-36')LUM	PED POLE ASSEMBLY	PED DETECT PUSH BUTTON (APS)	PED DETECTOR CONTROLLER UNIT	VIVDS CABLE (INSTALL)	CONDUIT (PREPARE)	GROUND BOX (PREPARE)	VIVDS PROSR SYS	VIVDS CAM ASSY FXD LNS	VIVDS CABLING	3/16" GALV. STEEL SWAY CABLE
⚠1	EA	EA	EA	EA	EA	LF	LF	EA	EA	EA	LF	LF
SH 29							485	4				
KAUFFMAN LOOP	1	1				1379.5			1	6	2484.5	
SANTA RITA BLVD			6	12	1	1859.5	35	1	1	6	3409.5	
ELIZABETH PARK BLVD			3	4	⚠1 1	1960	175	2	1	6	⚠1 3645	145
TOWER ROAD			9	10	1	1246			1	4	2261	
FM 3405						1002.5			1	4	1802.5	
PROJECT TOTALS	1	1	18	26	3	7447.5	695	7	5	26	13602.5	145

⚠1 ⚠1

Existing conduit and ground boxes are deemed acceptable, these items not needed to install RRBW traffic

NO.	REVISION	BY	DATE
1	GENERAL PLAN UPDATES	ATG	10/22/24

WILCO TEXAS

ATG ALLIANCE TRANSPORTATION GROUP
TBPE Firm Registration No. F-812
11701 Stonehollow Dr | Suite 100 | Austin, TX 78758
Phone: 512-821-2081 | Fax: 512-821-2085

RONALD REAGAN BLVD.

QUANTITY SUMMARY
TRAFFIC SIGNALS

Designed:	ATG	FED. RD. DIV. NO.	STATE	FEDERAL AID PROJECT NO.			HIGHWAY NO.
Checked:	ATG	X	TEXAS	SEE TITLE SHEET			TITLE SHEET
Drawn:	ATG	DIST.	COUNTY	CONTROL NO.	SECTION NO.	JOB NO.	SHEET NO.
Checked:	ATG		WILLIAMSON				26

SHEET 1 OF 1

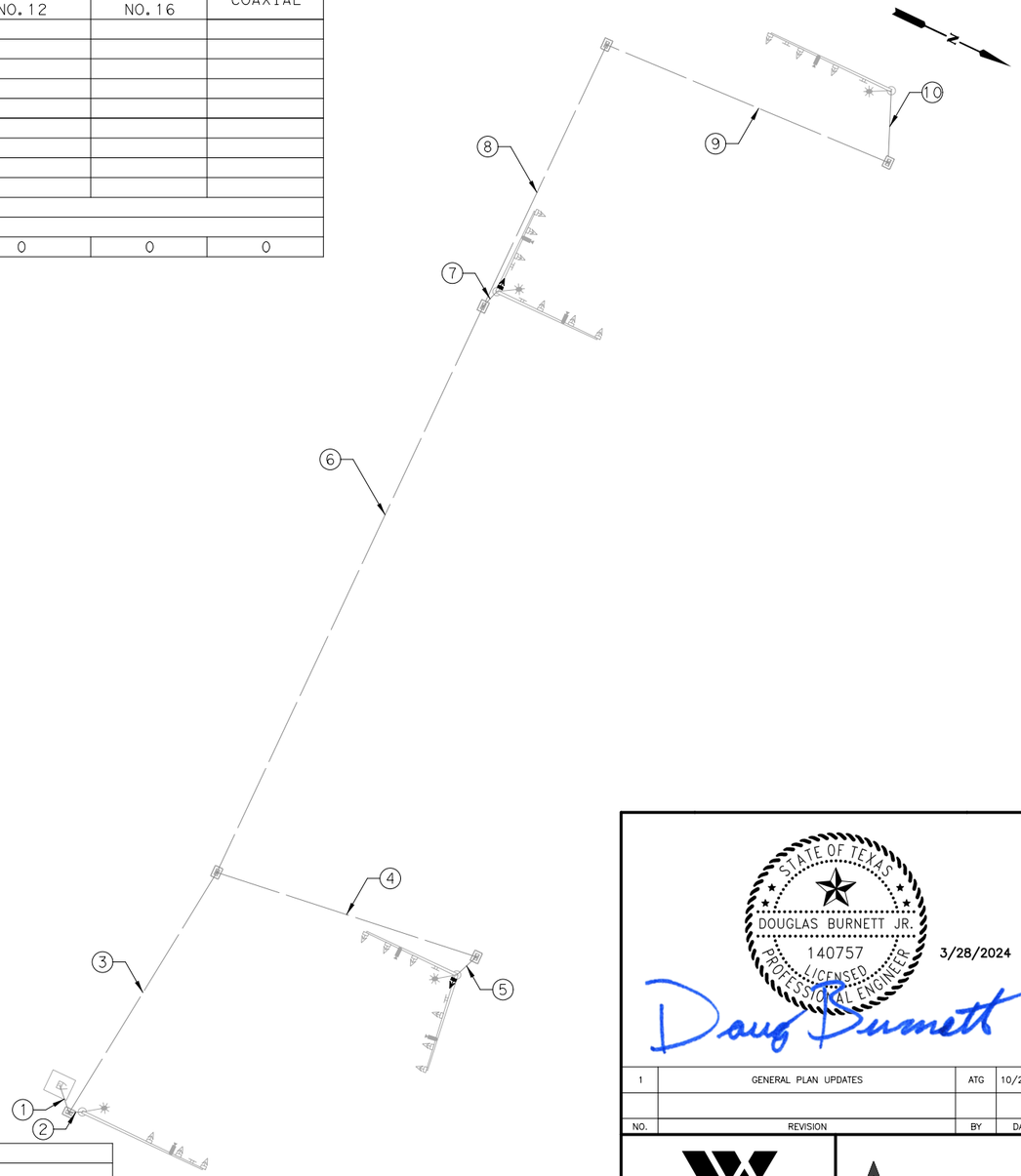
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cpydf_ANSIB.pltcfg
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10/30/2024 9:14:13 AM ETyndall

RONALD REAGAN @ SH 29 CONDUCTOR AND CONDUIT SCHEDULE											
RUN NO.	RUN LENGTH (FT)	CONDUIT SIZE AND TYPE		PWR CONDUCTOR		VEH SIGNAL		PED PUSH BUTTON & SIGNAL		VIVDS	
		(PVC) (SCHD 40) (3") (TRENCH)	(PVC) (SCHD 40) (3") (BORE)	NO. 8 BARE	NO. 8 XHHW	5/C NO. 12	7/C NO. 12	2/C NO. 12	5/C NO. 12	3/C NO. 16	COAXIAL
1	15	EXISTING				2					
2	10	EXISTING									
3	110		EXISTING			2					
4	105		EXISTING			1					
5	10	EXISTING				1					
6	230	EXISTING				1					
7	15	EXISTING				1					
8	110		EXISTING								
9	115		EXISTING								
10	35	EXISTING									
TOTALS		0	0	0	0	610	0	0	0	0	0

SHEET QUANTITY				
BID CODE		DESCRIPTION	UNIT	QTY
0680	6011	INSTALL HWY TRF SIG (UPGRADE)	EA	1
0682	6002	VEH SIG SEC (12")LED(GRN ARW)	EA	2
0682	6004	VEH SIG SEC (12")LED(YEL ARW)	EA	2
0682	6006	VEH SIG SEC (12")LED(RED ARW)	EA	2
0682	6051	BACKPLATE W/REFL BRDR(3 SEC)ALUM	EA	2
0684	6010	TRF SIG CBL (TY A)(12 AWG)(5 CONDR)	LF	610
~~6027~~	~~6003~~	~~CONDUIT (PREPARE)~~	~~LF~~	~~485~~
~~6027~~	~~6008~~	~~GROUND BOX (PREPARE)~~	~~EA~~	~~4~~

1

Existing conduit and ground boxes are deemed acceptable, these items not needed to install RRBW traffic



RONALD REAGAN @ KAUFFMAN LOOP CABLE TERMINATION CHART																					
CONDR	SIGNAL	SIGNAL INDICATION	POLE ID	A			B								C			D					
			PHASING																				
			WIRE COLOR	1*	2*	3*	4*	5*	6*	7*	8*	9*	20	10*	11*	12*	13*	14*	15*	16*	17*	18*
12 AWG 7 CONDR	3 SECTION (RT)	RED ARW	RED										X									
		YELLOW ARW	ORANGE										X									
		GREEN ARW	GREEN										X									
	SPARE	SPARE	BLACK																			
	COMMON	AC NEUTRAL	WHITE																			
	3 SECTION (LT)	RED ARW	RD/BLK STRIP																			
		YELLOW ARW	YEL/BLK STRIP																			
		GREEN ARW	GRN/BLK STRIP																			

* EXISTING SIGNAL HEAD AND CABLE TEMINATION TO REMAIN.

STATE OF TEXAS
DOUGLAS BURNETT JR.
140757
LICENSED
PROFESSIONAL ENGINEER
3/28/2024

NO.	REVISION	BY	DATE
1	GENERAL PLAN UPDATES	ATG	10/22/24

WILCO TEXAS

ATG ALLIANCE TRANSPORTATION GROUP
TBPE Firm Registration No. F-812
11701 Stonehollow Dr | Suite 100 | Austin, TX 78758
Phone: 512-821-2081 | Fax: 512-821-2085

RONALD REAGAN BLVD.

SIGNAL DETAILS
RONALD REAGAN AND SH29

		FED. RD. DIV. NO.	STATE	FEDERAL AID PROJECT NO.				HIGHWAY NO.
Designed:	ATG							
Checked:	ATG	X	TEXAS	SEE TITLE SHEET				TITLE SHEET
Drawn:	ATG	DIST.	COUNTY	CONTROL NO.	SECTION NO.	JOB NO.		SHEET NO.
Checked:	ATG		WILLIAMSON					494

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10/23/2024 9:23:05 AM ETyndall

SHEET QUANTITY				
BID CODE		DESCRIPTION	UNIT	QTY
0416	6030	DRILL SHAFT (TRF SIG POLE) (24 IN)	LF	36
0416	6032	DRILL SHAFT (TRF SIG POLE) (36 IN)	LF	44.5
0416	6034	DRILL SHAFT (TRF SIG POLE) (48 IN)	LF	66
0618	6029	CONDT (PVC) (SCH 40) (3")	LF	1200
0618	6030	CONDT (PVC) (SCH 40) (3") (BORE)	LF	1050
0620	6007	ELEC CONDR (NO.8) BARE	LF	775
0620	6008	ELEC CONDR (NO.8) INSULATED	LF	1550
0621	6005	TRAY CABLE (4 CONDR) (12 AWG)	LF	180
0624	6010	GROUND BOX TY D (162922)W/APRON	EA	8
0680	6003	INSTALL HWY TRF SIG (SYSTEM)	EA	1
0682	6001	VEH SIG SEC (12")LED(GRN)	EA	14
0682	6002	VEH SIG SEC (12")LED(GRN ARW)	EA	4
0682	6003	VEH SIG SEC (12")LED(YEL)	EA	14
0682	6004	VEH SIG SEC (12")LED(YEL ARW)	EA	4
0682	6005	VEH SIG SEC (12")LED(RED)	EA	14
0682	6006	VEH SIG SEC (12")LED(RED ARW)	EA	4
0682	6018	PED SIG SEC (LED)(COUNTDOWN)	EA	12
0682	6051	BACKPLATE W/REFL BRDR(3 SEC)ALUM	EA	18
0684	6007	TRF SIG CBL (TY A)(12 AWG)(2 CONDR)	LF	3102
0684	6010	TRF SIG CBL (TY A)(12 AWG)(5 CONDR)	LF	8584
0686	6039	INS TRF SIG PL AM(S)1 ARM(36')LUM	EA	1
0686	6043	INS TRF SIG PL AM(S)1 ARM(40')LUM	EA	1
0686	6047	INS TRF SIG PL AM(S)1 ARM(44')LUM	EA	1
0686	6055	INS TRF SIG PL AM(S)1 ARM(50')LUM	EA	1
0686	6059	INS TRF SIG PL AM(S)1 ARM(55')LUM	EA	1
0686	6063	INS TRF SIG PL AM(S)1 ARM(60')LUM	EA	1
0687	6001	PED POLE ASSEMBLY	EA	6
0688	6001	PED DETECT PUSH BUTTON (APS)	EA	12
0688	6003	PED DETECTOR CONTROLLER UNIT	EA	1
0690	6137	VIVDS CABLE (INSTALL)	LF	1859.5
6027	6005	CONDUIT (PREPARE)	LF	35
6027	6008	GROUND BOX (PREPARE)	LF	1
6306	6001	VIVDS PROSR SYS	EA	1
6306	6002	VIVDS CAM ASSY FXD LNS	LF	6
6306	6007	VIVDS CABLING	LF	3409.5

Existing conduit and ground boxes are deemed acceptable, these items not needed to install RRBW traffic

RONALD REAGAN BLVD @ SANTA RITA BLVD APS MESSAGE CHART			
APS UNIT #	ACKNOWLEDGEMENT DEFAULT "WAIT"	EXTENDED PRESS MESSAGE "WAIT TO CROSS (STREET NAME) AT (CROSS STREET NAME)"	WALK PHASE MESSAGE TONE
W1	YES	RONALD REAGAN BLVD AT SANTA RITA BLVD	AUSTRALIAN TONE
W2	YES	SANTA RITA BLVD AT RONALD REAGAN BLVD	AUSTRALIAN TONE
W3	YES	SANTA RITA BLVD AT RONALD REAGAN BLVD	AUSTRALIAN TONE
W4	YES	RONALD REAGAN BLVD AT SANTA RITA BLVD	AUSTRALIAN TONE
W5	YES	RONALD REAGAN BLVD AT SANTA RITA BLVD	AUSTRALIAN TONE
W6	YES	RONALD REAGAN BLVD AT SANTA RITA BLVD	AUSTRALIAN TONE
W7	YES	RONALD REAGAN BLVD AT SANTA RITA BLVD	AUSTRALIAN TONE
W8	YES	SANTA RITA BLVD AT RONALD REAGAN BLVD	AUSTRALIAN TONE
W9	YES	SANTA RITA BLVD AT RONALD REAGAN BLVD	AUSTRALIAN TONE
W10	YES	RONALD REAGAN BLVD AT SANTA RITA BLVD	AUSTRALIAN TONE
W11	YES	RONALD REAGAN BLVD AT SANTA RITA BLVD	AUSTRALIAN TONE
W12	YES	RONALD REAGAN BLVD AT SANTA RITA BLVD	AUSTRALIAN TONE

POLE AND ARM WIRING SCHEDULE															
POLE NO.	ARM LENGTH (FT)	MOUNTING HEIGHTS (FT)				SIGNAL HEAD SPACING FROM POLE (FT)				VIVDS SPACING (FT)	SIGNAL POLE/ARM CONDUCTOR QUANTITIES (FT)				
		APS UNIT	PED HEAD	MAST ARM	LUM-A	1	2	3	4		PUSH BUTTON 2C#12	PED HEAD 5C#12	VEH HEADS 5C#12	VIVDS CABLE	ILL 4C#12 TRAY
A	50	3.5	8	19.5	30	14	26	38	50	32	3.5	8	167	51.5	30
B		3.5	8								3.5	8			
C	44	3.5	8	19.5	30	19	31	43		25	3.5	8	132	44.5	30
D		3.5	8								3.5	8			
E		3.5	8								3.5	8			
F	40	3.5	8	19.5	30	27.5	39.5			33.5	3.5	8	86.5	53	30
G	60	3.5	8	19.5	30	22.5	34.5	46.5	58.5	40.5	3.5	8	222	60	30
H		3.5	8								3.5	8			
I	36	3.5	8	19.5	30	10	22	34		16	3.5	8	105	35.5	30
J		3.5	8								3.5	8		0	
K		3.5	8								3.5	8		0	
L	55	3.5	8	19.5	30	39.5	51.5			45.5	3.5	8	110.5	65	30
										TOTALS	42	96	823	309.5	180

STATE OF TEXAS
DOUGLAS BURNETT JR.
140757
LICENSED PROFESSIONAL ENGINEER
6/20/2024

NO.	REVISION	BY	DATE
1	GENERAL PLAN UPDATES	ATG	10/22/24

WILCO TEXAS

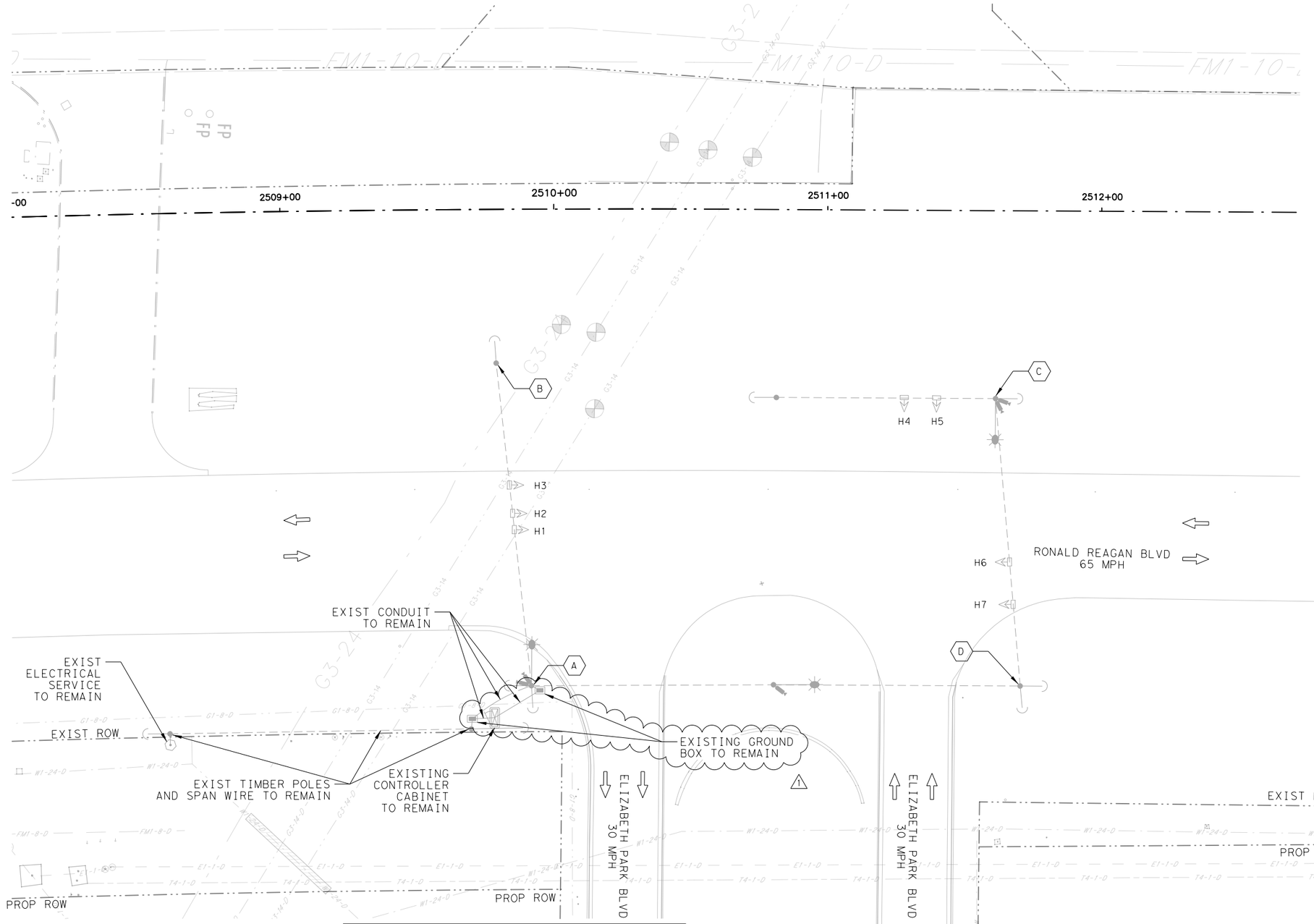
ATG ALLIANCE TRANSPORTATION GROUP
TBPE Firm Registration No. F-812
11701 Stonehollow Dr | Suite 100 | Austin, TX 78758
Phone: 512-821-2081 | Fax: 512-821-2085

RONALD REAGAN BLVD.

SIGNAL DETAILS
RONALD REAGAN AND SANTA RITA BLVD

Designed:	ATG	FED. RD. DIV. NO.	STATE	FEDERAL AID PROJECT NO.			HIGHWAY NO.
Checked:	ATG	X	TEXAS	SEE TITLE SHEET			TITLE SHEET
Drawn:	ATG	DIST.	COUNTY	CONTROL NO.	SECTION NO.	JOB NO.	SHEET NO.
Checked:	ATG		WILLIAMSON				505

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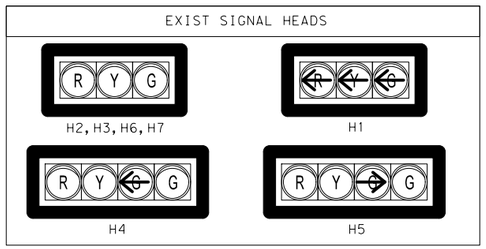
LEGEND

- EXIST TRAFFIC FLOW
- PROP TRAFFIC FLOW
- MAST ARM AND POLE
- TRAFFIC SIGNAL HEAD
- PEDESTRIAN SIGNAL HEAD
- CONDUIT (TRENCH)
- CONDUIT (BORE)
- AERIAL CABLE
- ELECTRICAL SERVICE
- CONTROLLER W/ CABINET
- GROUND BOX
- LUMINAIRE W/ 8' ARM
- PEDESTAL POLE
- SMALL SIGN
- EXIST SIGN & POST
- PEDESTRIAN PUSH BUTTON
- VIVDS CAMERA
- VIVDS DETECTION ZONE

N

20 10 0 20 40
SCALE FEET

EXIST SIGNAL HEADS



NOTES:

1. LOCATION OF UNDERGROUND UTILITIES IS APPROXIMATE. CONTRACTOR SHALL CALL "TEXAS ONE CALL" (800-245-4545) PRIOR TO EXCAVATION.
2. ALL SIGNAL EQUIPMENT TO BE REMOVED ON THIS SHEET UNLESS STATED OTHERWISE.

STATE OF TEXAS
DOUGLAS BURNETT JR.
140757
LICENSED
PROFESSIONAL ENGINEER
3/28/2024

NO.	REVISION	BY	DATE
1	GENERAL PLAN UPDATES	ATG	10/22/24

WILCO TEXAS

ATG ALLIANCE TRANSPORTATION GROUP
TBPE Firm Registration No. F-812
11701 Stonehollow Dr | Suite 100 | Austin, TX 78758
Phone: 512-821-2081 | Fax: 512-821-2085

RONALD REAGAN BLVD.

EXISTING SIGNAL LAYOUT RONALD REAGAN AND ELIZABETH PARK BLVD

FOR REVISION #1 ONLY

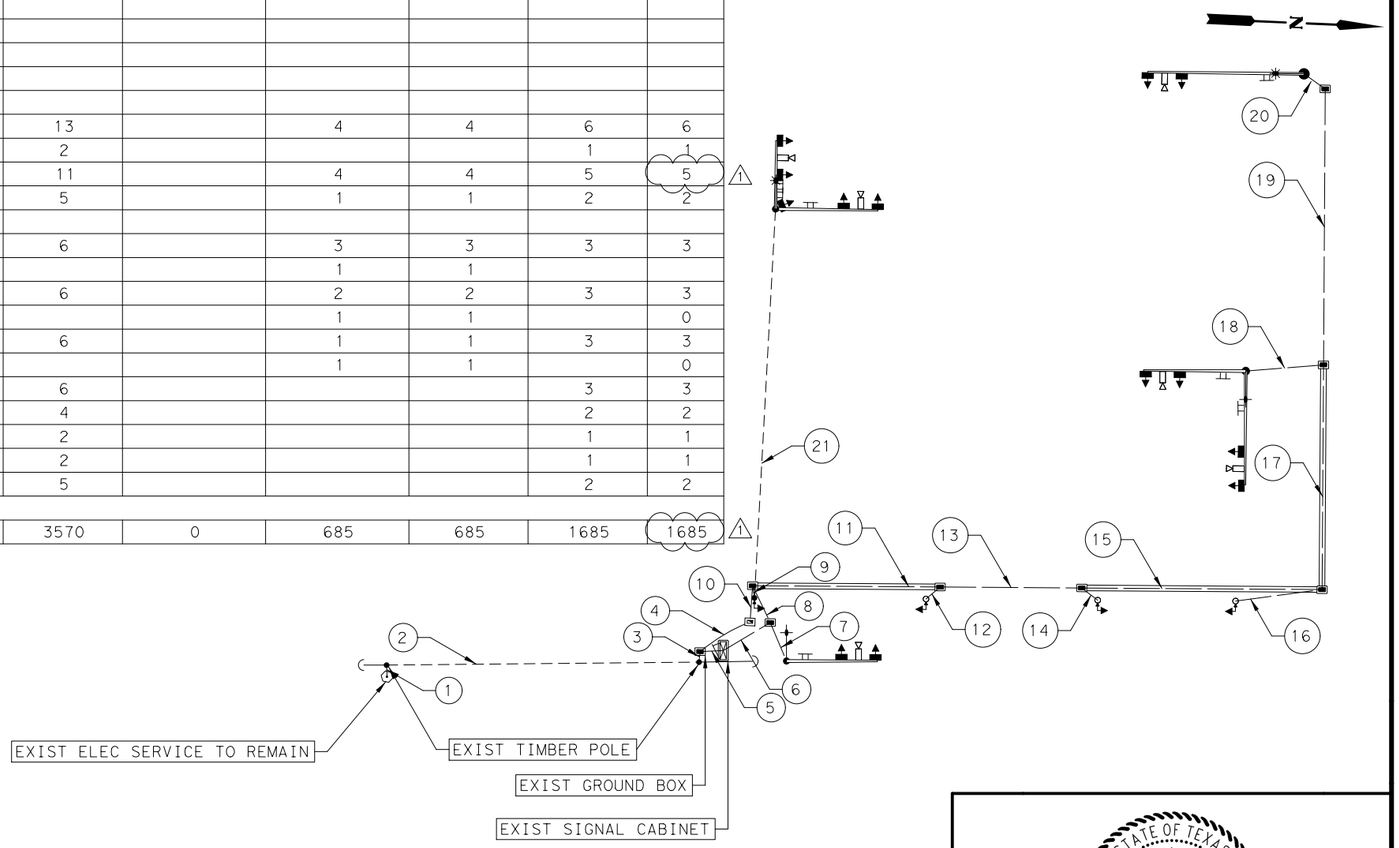
STATE OF TEXAS
GREGORY GO
146265
LICENSED
PROFESSIONAL ENGINEER
10/22/2024

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Checked:	ATG	X	TEXAS	SEE TITLE SHEET			TITLE SHEET
Drawn:	ATG	DIST.	COUNTY	CONTROL NO.	SECTION NO.	JOB NO.	SHEET NO.
Checked:	ATG		WILLIAMSON				509

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10/22/2024 5:03:49 PM ETyndall

RONALD REAGAN @ ELIZABETH PARK BLVD CONDUCTOR AND CONDUIT SCHEDULE

RUN NO.	RUN LENGTH (FT)	CONDUIT SIZE AND TYPE		AERIAL	PWR CONDUCTOR		VEH SIGNAL		PED PUSH BUTTON & SIGNAL		VIVDS	
		(PVC) (SCHD 40) (3") (TRENCH)	(PVC) (SCHD 40) (3") (BORE)	SWAY CABLE (3/16 STEEL)	NO. 8 BARE	NO. 8 XHHW	5/C NO. 12	7/C NO. 12	2/C NO. 12	5/C NO. 12	3/C NO. 16	COAXIAL
1	10	EXISTING			2	4						
2	115	EXISTING			1	2						
3	10	EXISTING			1	2						
4	30	1			1	2						
5	15	EXISTING			1	2						
6	25	3			1	2	13		4	4	6	6
7	20	3			1	2	2				1	1
8	20	3			1	2	11		4	4	5	5
9	10	3			1	2	5		1	1	2	2
10	20	1			1	2						
11	75		3		1	2	6		3	3	3	3
12	15	1							1	1		
13	55	3			1	2	6		2	2	3	3
14	15	1							1	1		0
15	90		3		1	2	6		1	1	3	3
16	40	1							1	1		0
17	85		3		1	2	6				3	3
18	35	3			1	2	4				2	2
19	105	3			1	2	2				1	1
20	15	3			1	2	2				1	1
21	145			1	1	2	5				2	2
TOTALS		975	750	145	890	1780	3570	0	685	685	1685	1685



RONALD REAGAN @ ELIZABETH PARK BLVD CABLE TERMINATION CHART

CONDR	SIGNAL	SIGNAL INDICATION	POLE ID	H			A		B			B		C	D	E	F	G		H	
			PHASING	3	8		OL-B		2			4						OL-A		6	
			WIRE COLOR	1	2	3	4	5	6	7		8	9	W1	W2	W3	W4	10	11	12	13
12 AWG 5 CONDR	3 SECTION (THRU)	RED BALL	RED		X	X			X	X		X	X					X	X	X	X
		YELLOW BALL	ORANGE		X	X			X	X		X	X					X	X	X	X
		GREEN BALL	GREEN		X	X			X	X		X	X					X	X	X	X
	SPARE	SPARE	BLACK																		
	COMMON	AC NEUTRAL	WHITE		X	X			X	X		X	X					X	X	X	X
12 AWG 5 CONDR	3 SECTION (LT)	RED ARW	RED	X			X	X													
		YELLOW ARW	ORANGE	X			X	X													
		GREEN ARW	GREEN	X			X	X													
	SPARE	SPARE	BLACK																		
	COMMON	AC NEUTRAL	WHITE	X			X	X													
12 AWG 5 CONDR	EB/WB PEDS	DON'T WALK	RED																		
		WALK	ORANGE																		
	NB/SB PEDS	DON'T WALK	GREEN											X	X	X	X				
		WALK	BLACK											X	X	X	X				
	COMMON	AC NEUTRAL	WHITE											X	X	X	X				
12 AWG 2 CONDR	SPARE	SPARE	BLACK																		
	PED COMMON	PUSH BUTTON	WHITE											X	X	X	X				

FOR REVISION #1 ONLY

STATE OF TEXAS
GREGORY GO
146265
LICENSED PROFESSIONAL ENGINEER
10/22/2024

STATE OF TEXAS
DOUGLAS BURNETT JR.
140757
LICENSED PROFESSIONAL ENGINEER
6/20/2024

NO.	REVISION	BY	DATE
1	GENERAL PLAN UPDATES	ATG	10/22/24

WILCO TEXAS

ATG ALLIANCE TRANSPORTATION GROUP
TBPE Firm Registration No. F-812
11701 Stonehollow Dr | Suite 100 | Austin, TX 78758
Phone: 512-821-2081 | Fax: 512-821-2085

RONALD REAGAN BLVD.
SIGNAL DETAILS RONALD REAGAN AND ELIZABETH PARK BLVD

Designed:	ATG	FED. RD. DIV. NO.	STATE	FEDERAL AID PROJECT NO.		HIGHWAY NO.
Checked:	ATG	X	TEXAS	SEE TITLE SHEET		TITLE SHEET
Drawn:	ATG	DIST.	COUNTY	CONTROL NO. / SECTION NO. / JOB NO.		SHEET NO.
Checked:	ATG		WILLIAMSON			511

cpybw_ANSIB.tbl
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10/29/2024 12:05:22 PM ETyndall

POLE AND ARM WIRING SCHEDULE																
POLE NO.	ARM LENGTH (FT)	MOUNTING HEIGHTS (FT)					SIGNAL HEAD SPACING FROM POLE (FT)				VIVDS SPACING (FT)	SIGNAL POLE/ARM CONDUCTOR QUANTITIES (FT)				
		APS UNIT	PED HEAD	MAST ARM	SPAN WIRE	LUM-A	1	2	3	4		PUSH BUTTON 2C#12	PED HEAD 5C#12	VEH HEADS 5C#12	VIVDS CABLE	ILL 4C#12 TRAY
A	55			19.5		30	43	55			49			117.5	68.5	30
B	40			19.5		30	28	40			34			87.5	53.5	30
	36			16.5			23	35			29			74.5	45.5	
C		3.5	8									3.5	8			
D		3.5	8									3.5	8			
E		3.5	8									3.5	8			
F		3.5	8		24							3.5	8	24		
G	32			19.5		30	19	31			25			69.5	44.5	30
H	36			19.5	7.5	30	24	36			30			67.5	37.5	30
	24			16.5			0	12	24		18			43.5	25.5	
											TOTALS	14	32	484	275	120

RONALD REAGAN BLVD @ ELIZABETH PARK BLVD APS MESSAGE CHART			
APS UNIT #	ACKNOWLEDGEMENT DEFAULT "WAIT"	EXTENDED PRESS MESSAGE "WAIT TO CROSS (STREET NAME) AT (CROSS STREET NAME)"	WALK PHASE MESSAGE TONE
W1	YES	ELIZABETH PARK BLVD BLVD AT RONALD REAGAN BLVD	AUSTRALIAN TONE
W2	YES	ELIZABETH PARK BLVD BLVD AT RONALD REAGAN BLVD	AUSTRALIAN TONE
W3	YES	ELIZABETH PARK BLVD BLVD AT RONALD REAGAN BLVD	AUSTRALIAN TONE
W4	YES	ELIZABETH PARK BLVD BLVD AT RONALD REAGAN BLVD	AUSTRALIAN TONE

SHEET QUANTITY					
BID CODE		DESCRIPTION	UNIT	QTY	
0416	6030	DRILL SHAFT (TRF SIG POLE) (24 IN)	LF	18	1
0416	6032	DRILL SHAFT (TRF SIG POLE) (36 IN)	LF	41	
0416	6033	DRILL SHAFT (TRF SIG POLE) (42 IN)	LF	17.5	
0416	6034	DRILL SHAFT (TRF SIG POLE) (48 IN)	LF	22	
0618	6029	CONDT (PVC) (SCH 40) (3")	LF	975	
0618	6030	CONDT (PVC) (SCH 40) (3") (BORE)	LF	750	
0620	6007	ELEC CONDR (NO.8) BARE	LF	890	
0620	6008	ELEC CONDR (NO.8) INSULATED	LF	1780	
0621	6005	TRAY CABLE (4 CONDR) (12 AWG)	LF	120	
0624	6010	GROUND BOX TY D (162922)W/APRON	EA	7	
0680	6003	INSTALL HWY TRF SIG (SYSTEM)	EA	1	
0682	6001	VEH SIG SEC (12")LED(GRN)	EA	10	
0682	6002	VEH SIG SEC (12")LED(GRN ARW)	EA	3	
0682	6003	VEH SIG SEC (12")LED(YEL)	EA	10	
0682	6004	VEH SIG SEC (12")LED(YEL ARW)	EA	3	
0682	6005	VEH SIG SEC (12")LED(RED)	EA	10	
0682	6006	VEH SIG SEC (12")LED(RED ARW)	EA	3	
0682	6018	PED SIG SEC (LED)(COUNTDOWN)	EA	4	
0682	6051	BACKPLATE W/REFL BRDR(3 SEC)ALUM	EA	13	
0684	6007	TRF SIG CBL (TY A)(12 AWG)(2 CONDR)	LF	699	1
0684	6010	TRF SIG CBL (TY A)(12 AWG)(5 CONDR)	LF	477	
0686	6007	INS TRF SIG PL AM (S)STR(TY B)	EA	1	1
0686	6035	INS TRF SIG PL AM(S)1 ARM(32')LUM	EA	1	
0686	6059	INS TRF SIG PL AM(S)1 ARM(55')LUM	EA	1	
0686	6115	INS TRF SIG PL AM(S)2 ARM(36-24')LUM	EA	1	
0686	6147	INS TRF SIG PL AM(S)2 ARM(40-36')LUM	EA	1	
0687	6001	PED POLE ASSEMBLY	EA	3	
0688	6001	PED DETECT PUSH BUTTON (APS)	EA	4	1
0688	6003	PED DETECTOR CONTROLLER UNIT	EA	1	
0690	6137	VIVDS CABLE (INSTALL)	LF	1960	
6027	6003	CONDUIT (PREPARE)	LF	175	1
6027	6008	GROUND BOX (PREPARE)	LF	2	
6306	6001	VIVDS PROCR SYS	EA	1	
6306	6002	VIVDS CAM ASSY FXD LNS	EA	6	
6306	6007	VIVDS CABLING	LF	3645	1
XXXX	YYYY	3/16" GALV. STEEL SWAY CABLE	LF	145	

Existing conduit and ground boxes are deemed acceptable, these items not needed to install RRBW traffic

STATE OF TEXAS
DOUGLAS BURNETT JR.
140757
LICENSED PROFESSIONAL ENGINEER
6/20/2024

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WILCO TEXAS

ATG ALLIANCE TRANSPORTATION GROUP
TBPE Firm Registration No. F-612
11701 Stonehollow Dr | Suite 100 | Austin, TX 78758
Phone: 512-821-2081 | Fax: 512-821-2085

RONALD REAGAN BLVD.
SIGNAL DETAILS
RONALD REAGAN AND
ELIZABETH PARK BLVD

Designed: ATG	FED. RD. DIV. NO.	STATE	FEDERAL AID PROJECT NO.				HIGHWAY NO.
Checked: ATG	X	TEXAS	SEE TITLE SHEET				TITLE SHEET
Drawn: ATG	DIST.	COUNTY	CONTROL NO.	SECTION NO.	JOB NO.		SHEET NO.
Checked: ATG		WILLIAMSON					512

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10/30/2024 9:14:32 AM ETyndall

SHEET QUANTITY				
BID CODE		DESCRIPTION	UNIT	QTY
0416	6030	DRILL SHAFT (TRF SIG POLE) (24 IN)	LF	54
0416	6032	DRILL SHAFT (TRF SIG POLE) (36 IN)	LF	29
0416	6034	DRILL SHAFT (TRF SIG POLE) (48 IN)	LF	44
0618	6029	CONDT (PVC) (SCH 40) (3")	LF	1180
0618	6030	CONDT (PVC) (SCH 40) (3") (BORE)	LF	1170
0620	6007	ELEC CONDR (NO.8) BARE	LF	665
0620	6008	ELEC CONDR (NO.8) INSULATED	LF	1330
0621	6005	TRAY CABLE (4 CONDR) (12 AWG)	LF	120
0624	6010	GROUND BOX TY D (162922)W/APRON	EA	9
0628	6145	ELC SRV TY D 120/240 060(NS)SS(E)SP(O)	EA	1
0680	6003	INSTALL HWY TRF SIG (SYSTEM)	EA	1
0682	6001	VEH SIG SEC (12")LED(GRN)	EA	9
0682	6002	VEH SIG SEC (12")LED(GRN ARW)	EA	4
0682	6003	VEH SIG SEC (12")LED(YEL)	EA	9
0682	6004	VEH SIG SEC (12")LED(YEL ARW)	EA	2
0682	6005	VEH SIG SEC (12")LED(RED)	EA	9
0682	6006	VEH SIG SEC (12")LED(RED ARW)	EA	2
0682	6018	PED SIG SEC (LED)(COUNTDOWN)	EA	12
0682	6051	BACKPLATE W/REFL BRDR(3 SEC)ALUM	EA	9
0682	6052	BACKPLATE W/REFL BRDR(4 SEC)ALUM	EA	2
0684	6007	TRF SIG CBL (TY A)(12 AWG)(2 CONDR)	LF	2455 /1
0684	6010	TRF SIG CBL (TY A)(12 AWG)(5 CONDR)	LF	5649
0684	6012	TRF SIG CBL (TY A)(12 AWG)(7 CONDR)	LF	586
0686	6039	INS TRF SIG PL AM(S)1 ARM(36')LUM	EA	1
0686	6047	INS TRF SIG PL AM(S)1 ARM(44')LUM	EA	1
0686	6063	INS TRF SIG PL AM(S)1 ARM(60')LUM	EA	2
0687	6001	PED POLE ASSEMBLY	EA	9
0688	6001	PED DETECT PUSH BUTTON (APS)	EA	10 /1
0688	6003	PED DETECTOR CONTROLLER UNIT	EA	1
0690	6137	VIVDS CABLE (INSTALL)	LF	1246
6306	6001	VIVDS PROSR SYS	EA	1
6306	6002	VIVDS CAM ASSY FXD LNS	LF	4
6306	6007	VIVDS CABLING	LF	2261

RONALD REAGAN BLVD @ TOWER ROAD APS MESSAGE CHART			
APS UNIT #	ACKNOWLEDGEMENT DEFAULT "WAIT"	EXTENDED PRESS MESSAGE "WAIT TO CROSS (STREET NAME) AT (CROSS STREET NAME)"	WALK PHASE MESSAGE TONE
P1	YES	RONALD REAGAN BLVD AT TOWER ROAD	AUSTRALIAN TONE
P2	YES	TOWER ROAD AT RONALD REAGAN BLVD	AUSTRALIAN TONE
P3	YES	TOWER ROAD AT RONALD REAGAN BLVD	AUSTRALIAN TONE
P4	YES	RONALD REAGAN BLVD AT TOWER ROAD	AUSTRALIAN TONE
P5	YES	RONALD REAGAN BLVD AT TOWER ROAD	AUSTRALIAN TONE
P6	YES	RONALD REAGAN BLVD AT TOWER ROAD	AUSTRALIAN TONE
P7	YES	TOWER ROAD AT RONALD REAGAN BLVD	AUSTRALIAN TONE
P8	YES	TOWER ROAD AT RONALD REAGAN BLVD /1	AUSTRALIAN TONE
P9	YES	RONALD REAGAN BLVD AT TOWER ROAD	AUSTRALIAN TONE
P10	YES	RONALD REAGAN BLVD AT TOWER ROAD	AUSTRALIAN TONE

/1

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STATE OF TEXAS
GREGORY GO
146265
LICENSED
PROFESSIONAL ENGINEER
10/22/2024

RONALD REAGAN @ TOWER ROAD CABLE TERMINATION CHART																										
CONDR	SIGNAL	SIGNAL INDICATION	POLE ID	A	B			C	D	E				F		G	H				I	J	K		L	M
			PHASING		3	8				2							7	4					6			
			WIRE COLOR	W1	1	2	3	W2	W3	W4		4	5	W5	W6	W7	6	7	8	9	W8	W9	10	11	W10	W11
12 AWG 5 CONDR	3 SECTION (THRU)	RED BALL	RED			X	X						X					X	X	X				X		
		YELLOW BALL	ORANGE			X	X						X					X	X	X				X		
		GREEN BALL	GREEN			X	X						X					X	X	X				X		
	SPARE	SPARE	BLACK																							
	COMMON	AC NEUTRAL	WHITE			X	X						X					X	X	X				X		
12 AWG 5 CONDR	3 SECTION (LT)	RED ARW	RED		X												X									
		YELLOW ARW	ORANGE		X												X									
		GREEN ARW	GREEN		X												X									
	SPARE	SPARE	BLACK																							
	COMMON	AC NEUTRAL	WHITE		X												X									
12 AWG 7 CONDR	3 SECTION (THRU)	RED BALL	RED									X											X			
		YELLOW BALL	ORANGE									X											X			
		GREEN BALL	GREEN									X											X			
	3 SECTION (LT)	RED ARW	RD/BLK STRIP																							
		YELLOW ARW	YEL/BLK STRIP																							
		GREEN ARW	GRN/BLK STRIP									X											X			
	SPARE	SPARE	BLACK																							
	COMMON	AC NEUTRAL	WHITE									X											X			
12 AWG 5 CONDR	EB/WB PEDS	DON'T WALK	RED	X						X				X	X	X									X	X
		WALK	ORANGE	X						X				X	X	X									X	X
	NB/SB PEDS	DON'T WALK	GREEN					X	X												X	X				
		WALK	BLACK					X	X												X	X				
	COMMON	AC NEUTRAL	WHITE	X				X	X	X				X	X	X					X	X			X	X
12 AWG 2 CONDR	SPARE	SPARE	BLACK																							
	PED COMMON	PUSH BUTTON	WHITE	X				X	X	X				X	X	X					X	X			X	X

STATE OF TEXAS
DOUGLAS BURNETT JR.
140757
LICENSED
PROFESSIONAL ENGINEER
6/20/2024

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WILCO TEXAS

ATG ALLIANCE TRANSPORTATION GROUP
TBPE Firm Registration No. F-812
11701 Stonehollow Dr | Suite 100 | Austin, TX 78758
Phone: 512-821-2081 | Fax: 512-821-2085

RONALD REAGAN BLVD.

SIGNAL MOUNTED SIGN DETAILS RONALD REAGAN AND TOWER ROAD

Designed:	ATG	FED. RD. DIV. NO.	STATE	FEDERAL AID PROJECT NO.				HIGHWAY NO.
Checked:	ATG	X	TEXAS	SEE TITLE SHEET				TITLE SHEET
Drawn:	ATG	DIST.	COUNTY	CONTROL NO.	SECTION NO.	JOB NO.		SHEET NO.
Checked:	ATG		WILLIAMSON					519

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SHEET QUANTITY				
BID CODE		DESCRIPTION	UNIT	QTY
0416	6032	DRILL SHAFT (TRF SIG POLE) (36 IN)	LF	27
0416	6034	DRILL SHAFT (TRF SIG POLE) (48 IN)	LF	44
0618	6029	CONDT (PVC) (SCH 40) (3")	LF	1320
0618	6030	CONDT (PVC) (SCH 40) (3") (BORE)	LF	1275
0620	6007	ELEC CONDR (NO.8) BARE	LF	870
0620	6008	ELEC CONDR (NO.8) INSULATED	LF	1740
0621	6005	TRAY CABLE (4 CONDR) (12 AWG)	LF	120
0624	6010	GROUND BOX TY D (162922)W/APRON	EA	5
0628	6145	ELC SRV TY D 120/240 060(NS)SS(E)SP(O)	EA	1
0680	6003	INSTALL HWY TRF SIG (SYSTEM)	EA	1
0682	6001	VEH SIG SEC (12")LED(GRN)	EA	8
0682	6002	VEH SIG SEC (12")LED(GRN ARW)	EA	6
0682	6003	VEH SIG SEC (12")LED(YEL)	EA	8
0682	6004	VEH SIG SEC (12")LED(YEL ARW)	EA	8
0682	6005	VEH SIG SEC (12")LED(RED)	EA	8
0682	6006	VEH SIG SEC (12")LED(RED ARW)	EA	6
0682	6051	BACKPLATE W/REFL BRDR(3 SEC)ALUM	EA	12
0682	6052	BACKPLATE W/REFL BRDR(4 SEC)ALUM	EA	2
0684	6010	TRF SIG CBL (TY A)(12 AWG)(5 CONDR)	LF	2206.5
0684	6012	TRF SIG CBL (TY A)(12 AWG)(7 CONDR)	LF	535.5
0686	6035	INS TRF SIG PL AM(S)1 ARM(32')LUM	EA	1
0686	6039	INS TRF SIG PL AM(S)1 ARM(36')LUM	EA	1
0686	6055	INS TRF SIG PL AM(S)1 ARM(50')LUM	EA	1
0686	6059	INS TRF SIG PL AM(S)1 ARM(55')LUM	EA	1
0690	6137	VIVDS CABLE (INSTALL)	LF	1002.5
6306	6001	VIVDS PROSR SYS	EA	1
6306	6002	VIVDS CAM ASSY FXD LNS	LF	4
6306	6007	VIVDS CABLING	LF	1802.5

1

1

RONALD REAGAN @ FM 3405 CABLE TERMINATION CHART														
CONDR	SIGNAL	SIGNAL INDICATION	POLE ID	A				B		C				D
			PHASING	3	8			2		7		4		6
			WIRE COLOR	1	2	3	4	5	6	7		8	9	10
12 AWG 5 CONDR	3 SECTION (THRU)	RED ARW	RED		X	X	X	X	X			X	X	X
		YELLOW ARW	ORANGE		X	X	X	X	X			X	X	X
		GREEN ARW	GREEN		X	X	X	X	X			X	X	X
	SPARE	SPARE	BLACK											
	COMMON	AC NEUTRAL	WHITE		X	X	X	X	X			X	X	X
12 AWG 7 CONDR	3 SECTION (THRU)	RED BALL	RED											
		YELLOW BALL	ORANGE											
		GREEN BALL	GREEN											
	4 SECTION (LT)	RED ARW	RD/BLK STRIP	X						X				
		YELLOW ARW	YEL/BLK STRIP	X						X				
		GREEN ARW	GRN/BLK STRIP	X						X				
	SPARE	YELLOW FL ARW	BLACK	X						X				
	COMMON	AC NEUTRAL	WHITE	X						X				

POLE AND ARM WIRING SCHEDULE															
POLE NO.	ARM LENGTH (FT)	MOUNTING HEIGHTS (FT)				SIGNAL HEAD SPACING FROM POLE (FT)				VIVDS SPACING (FT)	SIGNAL POLE/ARM CONDUCTOR QUANTITIES (FT)					
		APS UNIT	PED HEAD	MAST ARM	LUM-A	1	2	3	4		PUSH BUTTON 2C#12	PED HEAD 5C#12	VEH HEADS 5C#12	VEH HEADS 7C#12	VIVDS CABLE	ILL 4C#12 TRAY
A	55			19.5	30	16	28	40	52	34			123	71.5	53.5	30
B	32			19.5	30	8.5	17.5	29.5		23.5			75		43	30
C	50			19.5	30	10	20.5	32.5	44.5	38.5			102	64	58	30
D	36			19.5	30	10	22.5	34.5		28.5			86.5		48	30
										TOTALS	0	0	386.5	135.5	202.5	120

STATE OF TEXAS
DOUGLAS BURNETT JR.
140757
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6/20/2024

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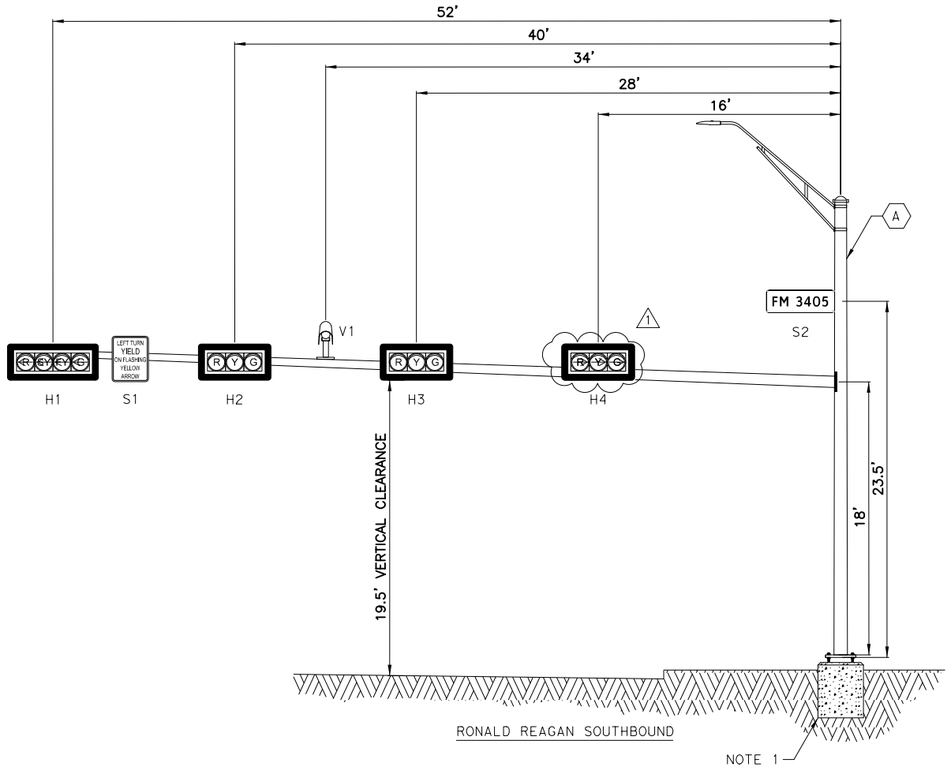
ATG ALLIANCE TRANSPORTATION GROUP
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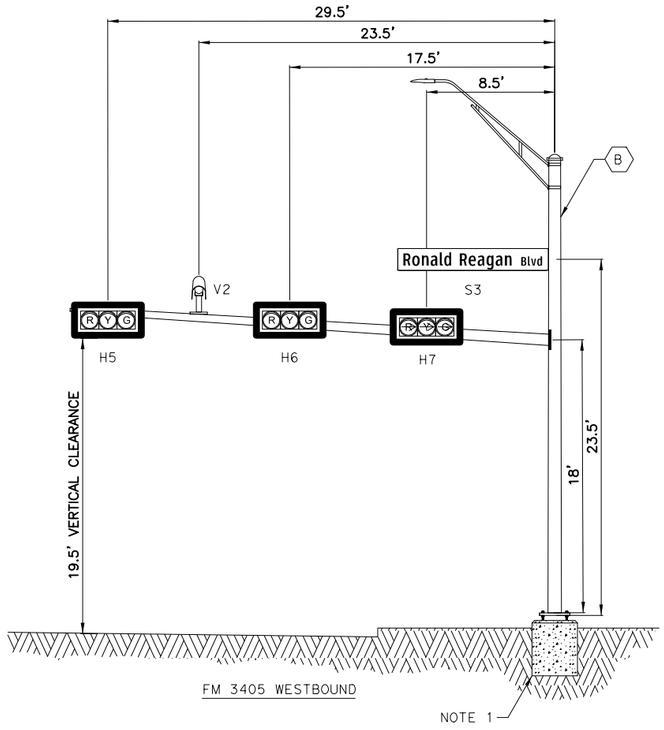
RONALD REAGAN BLVD.

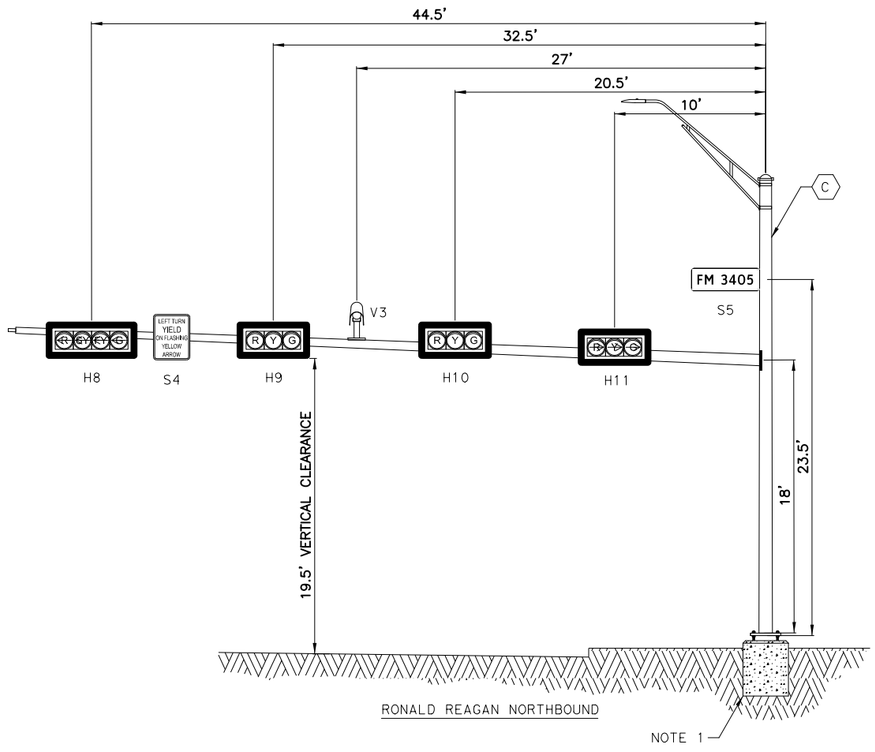
SIGNAL DETAILS
RONALD REAGAN AND FM 3405

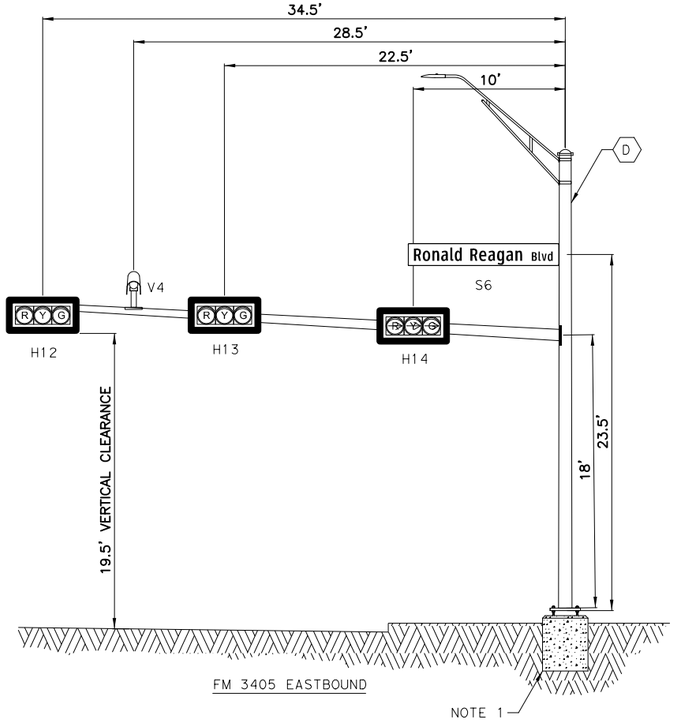
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Checked:	ATG		WILLIAMSON					525

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GENERAL NOTE:

1. SEE PROPOSED SIGNAL LAYOUT SHEET FOR FOUNDATION DETAILS.

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STATE OF TEXAS
GREGORY GO
146265
LICENSED PROFESSIONAL ENGINEER
10/22/2024

STATE OF TEXAS
DOUGLAS BURNETT JR.
140757
LICENSED PROFESSIONAL ENGINEER
3/28/2024

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TBPE Firm Registration No. F-812
11701 Stonehollow Dr | Suite 100 | Austin, TX 78758
Phone: 512-821-2081 | Fax: 512-821-2085

RONALD REAGAN BLVD.

SIGNAL ELEVATIONS RONALD REAGAN AND FM 3405

Designed:	ATG	FED. RD. DIV. NO.	STATE	FEDERAL AID PROJECT NO.				HIGHWAY NO.
Checked:	ATG	X	TEXAS	SEE TITLE SHEET				TITLE SHEET
Drawn:	ATG	DIST.	COUNTY	CONTROL NO.	SECTION NO.	JOB NO.		SHEET NO.
Checked:	ATG		WILLIAMSON					527

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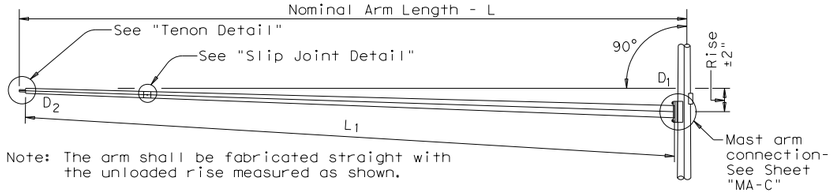
Arm Length	ROUND POLES					POLYGONAL POLES					Foundation Type
	D_B	D_{19}	D_{24}	D_{30}	① thk	D_B	D_{19}	D_{24}	D_{30}	① thk	
ft.	in.	in.	in.	in.	in.	in.	in.	in.	in.	in.	
20	12.0	9.3	8.6	7.8	.239	12.5	9.5	8.7	7.8	.239	36-A
24	12.0	9.3	8.6	7.8	.239	13.0	10.0	9.2	8.3	.239	36-A
28	12.0	9.3	8.6	7.8	.239	13.5	10.5	9.7	8.8	.239	36-A
32	13.0	10.3	9.6	8.8	.239	14.0	11.0	10.2	9.3	.239	36-A
36	13.5	10.8	10.1	9.3	.239	15.0	12.0	11.2	10.3	.239	36-A
40	14.0	11.3	10.6	9.8	.239	16.0	13.0	12.2	11.3	.239	36-B
44	14.5	11.8	11.1	10.3	.239	16.5	13.5	12.7	11.8	.239	36-B

Arm Length	ROUND ARMS					POLYGONAL ARMS				
	L_1	D_1	D_2	① thk	Rise	L_1	D_1	② D_2	① thk	Rise
ft.	ft.	in.	in.	in.		ft.	in.	in.	in.	
20	19.1	8.0	5.3	.179	1'-8"	19.1	8.0	3.5	.179	1'-7"
24	23.1	9.0	5.8	.179	1'-9"	23.1	9.0	3.5	.179	1'-8"
28	27.1	9.5	5.7	.179	1'-10"	27.1	10.0	3.5	.179	1'-9"
32	31.0	9.5	5.2	.239	1'-11"	31.0	9.5	3.5	.239	1'-10"
36	35.0	10.0	5.1	.239	2'-0"	35.0	10.0	3.5	.239	1'-11"
40	39.0	10.5	5.1	.239	2'-3"	39.0	11.0	3.5	.239	2'-1"
44	43.0	11.0	5.1	.239	2'-8"	43.0	11.5	4.0	.239	2'-3"

D_B = Pole Base O.D.
D_{19} = Pole Top O.D. with no Luminaire and no ILSN
D_{24} = Pole Top O.D. with ILSN w/out Luminaire
D_{30} = Pole Top O.D. with Luminaire
D_1 = Arm Base O.D.
D_2 = Arm End O.D.
L_1 = Shaft Length
L = Nominal Arm Length

① Thickness shown are minimums, thicker materials may be used.

② D_2 may be increased by up to 1" for polygonal arms.



Note: The arm shall be fabricated straight with the unloaded rise measured as shown.

TRAFFIC SIGNAL ARM

(Fixed Mount)

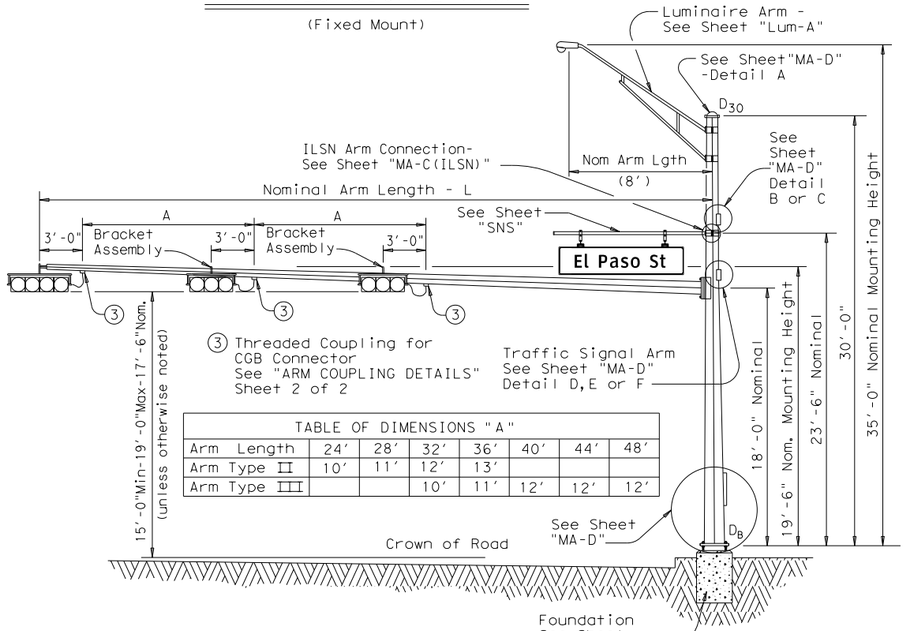


TABLE OF DIMENSIONS "A"							
Arm Length	24'	28'	32'	36'	40'	44'	48'
Arm Type II	10'	11'	12'	13'			
Arm Type III			10'	11'	12'	12'	12'

STRUCTURE ASSEMBLY

SHIPPING PARTS LIST

Ship each pole with the following attached: enlarged hand hole, pole cap, fixed-arm connection bolts and washers and any additional hardware listed in the table.

Nominal Arm Length	30' Poles With Luminaire		24' Poles With ILSN		19' Poles With No Luminaire and No ILSN	
	Above hardware plus: One (or two if ILSN attached) small hand hole, clamp-on simplex		Above hardware plus one small hand hole		See note above	
ft	Designation	Quantity	Designation	Quantity	Designation	Quantity
20	20L-100		20S-100		20-100	
24	24L-100		24S-100		24-100	
28	28L-100	1	28S-100		28-100	
32	32L-100	2	32S-100		32-100	
36	36L-100	4	36S-100		36-100	
40	40L-100	1	40S-100		40-100	
44	44L-100	2	44S-100		44-100	

Traffic Signal Arms (1 per pole) Ship each arm with the listed equipment attached

Nominal Arm Length	Type I Arm (1 Signal)		Type II Arm (2 Signals)		Type III Arm (3 Signals)	
	1 CGB connector		1 Bracket Assembly and 2 CGB Connectors		2 Bracket Assemblies and 3 CGB Connectors	
ft	Designation	Quantity	Designation	Quantity	Designation	Quantity
20	20I-100					
24	24I-100		24II-100			
28	28I-100		28II-100	1		
32			32II-100	1	32III-100	1
36			36II-100	2	36III-100	2
40					40III-100	1
44					44III-100	2

Luminaire Arms (1 per 30' pole)

Nominal Arm Length	Quantity
8' Arm	10

ILSN Arm (Max. 2 per pole) Ship with clamps, bolts and washers

Nominal Arm Length	Quantity
7' Arm	
9' Arm	

Anchor Bolt Assemblies (1 per pole)

Anchor Bolt Diameter	Anchor Bolt Length	Quantity
1 ½"	3'-4"	
1 ¾"	3'-10"	7
2"	4'-3"	3

Each anchor bolt assembly consists of the following: Top and Bottom templates, 4 anchor bolts, 8 nuts, 8 flat washers, and 4 nut anchor devices (Type 2) per Standard Drawing "TS-FD".

Templates may be removed for shipment.

SHEET 1 OF 2

STATE OF TEXAS
GREGORY GO
146265
LICENSED
PROFESSIONAL ENGINEER
10/22/2024

Texas Department of Transportation
Traffic Operations Division

TRAFFIC SIGNAL SUPPORT STRUCTURES

SINGLE MAST ARM ASSEMBLY (100 MPH WIND ZONE)

SMA-100(1)-12

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REVISIONS
5-96
11-99
1-12

CONT	SECT	JOB	HIGHWAY
DIST	COUNTY		SHEET NO.
			535

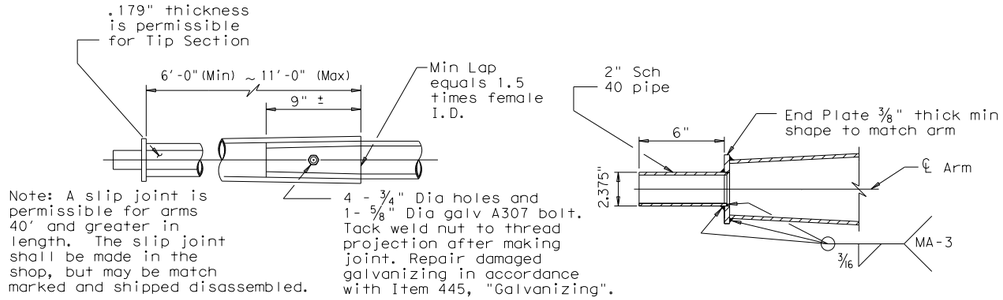
123A

NO.	DATE	REVISION	APPROV.
1	10/22/24	RFI #14	ATG

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SLIP JOINT DETAIL

TENON DETAIL

VIBRATION WARNING

Mast Arms of SMA and DMA structures and clamp-on Arms of LMA structures of approximately 40 ft or longer are subject to harmonic vertical vibrations in light wind conditions due to the aeroelastic characteristics of a few of the myriads of possible combinations of the following: signal numbers, weights and positions; existence/solidity of backplates; presence of additional attachments to the arm, such as signs and cameras; arm-wind orientation; and arm-pole stiffness.

Such vibrations may cause fatigue damage to the structure and may lead to galloping in moderate wind conditions which may further damage the structure and alarm the public. Tests have indicated that when wind is blowing toward the back side of signal heads having un-vented backplates attached the probability of unacceptable harmonic vibration and/or galloping is rather high.

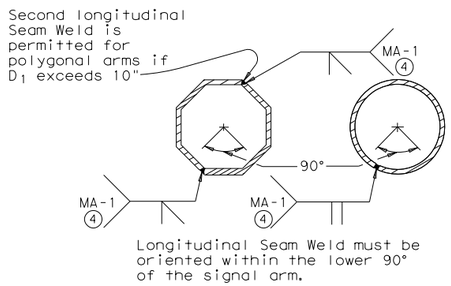
If backplates are not required for improved visibility they should not be applied to the signal heads or, if they must be applied, they should be vented as a first and inexpensive measure to mitigate vibrations.

The traffic signal mast arms shall be visually inspected in 5 to 20 mph wind conditions after installation of signal heads and any attachments, including any required backpates. If vertical movements with a total excursion (maximum upward excursion to maximum downward excursion) of more than approximately 8" are observed at the arm tip, a damping plate shall be fitted to the arm. See "Damping Plate Mounting Details" on standard sheet, MA-DPD-10.

This visual inspection shall be repeated after each modification of the structure that could affect its aeroelastic response. Excessive vibrations shall not be allowed to continue for more than two days.

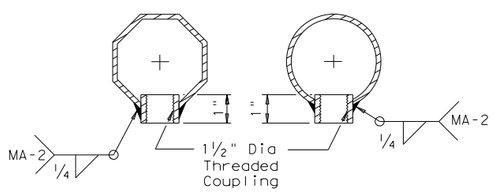
Stainless steel bands (or Cables) and cast bracket as in "Astro-Brac", "Sky Bracket" or "Easy Bracket" with 1 ½" Dia Threaded Coupling.

BRACKET ASSEMBLY



ARM WELD DETAIL

④ 60% Min. penetration
100% pemetration within 6" of circumferential base welds.



ARM COUPLING DETAILS

GENERAL NOTES:

Design conforms to 1994 AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals and Interim Specifications thereto. Design Wind Speed equals 100 mph plus a 1.3 gust factor.

Poles are designed to support one 8'-0" luminaire arm, one 9'-0" internally lighted street name sign and one traffic signal arm with a length as tabulated. The specified luminaire load applied at the end of the luminaire arm equals 60 lbs vertical dead load plus the horizontal wind load on an effective projected area of 1.6 sq ft. The specified internally lighted street name sign load applied 4.5 ft from the centerline of the pole equals 85 lbs vertical dead load plus horizontal wind load on an effective projected area of 11.5 sq ft. The specified signal load applied at the end of the traffic signal arm equals 180 lbs vertical dead load plus the horizontal wind load on an effective projected area of 32.4 sq ft (actual area times drag coefficient).

See Standard Sheet "MA-D" for pole details, "MA-C" for traffic signal arm connection details, "MA-C (ILSN)" for internally lighted street name sign arm connection details, "LUM-A" for luminaire arm and connection details, "SNS" for internally lighted street name sign details, and "TS-FD" for anchor bolt and foundation details. See "MA-C" for material specifications.

Fabrication shall be in accordance with Item 686, "Traffic Signal Pole Assemblies (Steel)" and with the details, dimensions, and weld procedures shown herein. Weld references call for preapproved weld procedures which the Fabricator must obtain prior to fabrication. Materials, fabrication tolerances, and shipping practices shall meet the requirements of this sheet and Item 686, "Traffic Signal Pole Assemblies (Steel)".

Unless otherwise noted, all parts shall be galvanized in accordance with Item 445, "Galvanizing", after fabrication.

Deviation from the details and dimensions shown herein require submission of shop drawings in accordance with Item 441, "Steel Structures". Alternate designs are not acceptable.

Texas Department of Transportation
Traffic Operations Division

TRAFFIC SIGNAL SUPPORT STRUCTURES

SINGLE MAST ARM ASSEMBLY

(100 MPH WIND ZONE)

SMA-100(2)-12

NO.	DATE	REVISION	APPROV.
1	10/22/24	RFI #14	ATG

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REVISIONS
5-96
1-12

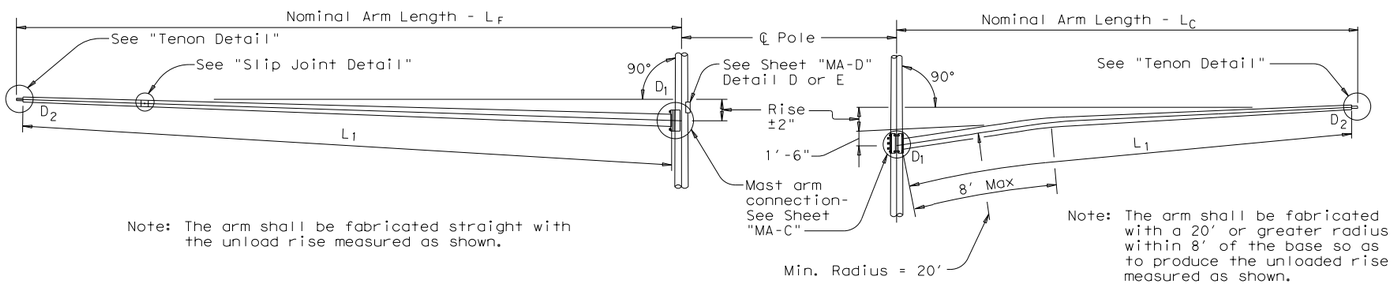
CONT	SECT	JOB	HIGHWAY

DIST	COUNTY	SHEET NO.
		536

123B

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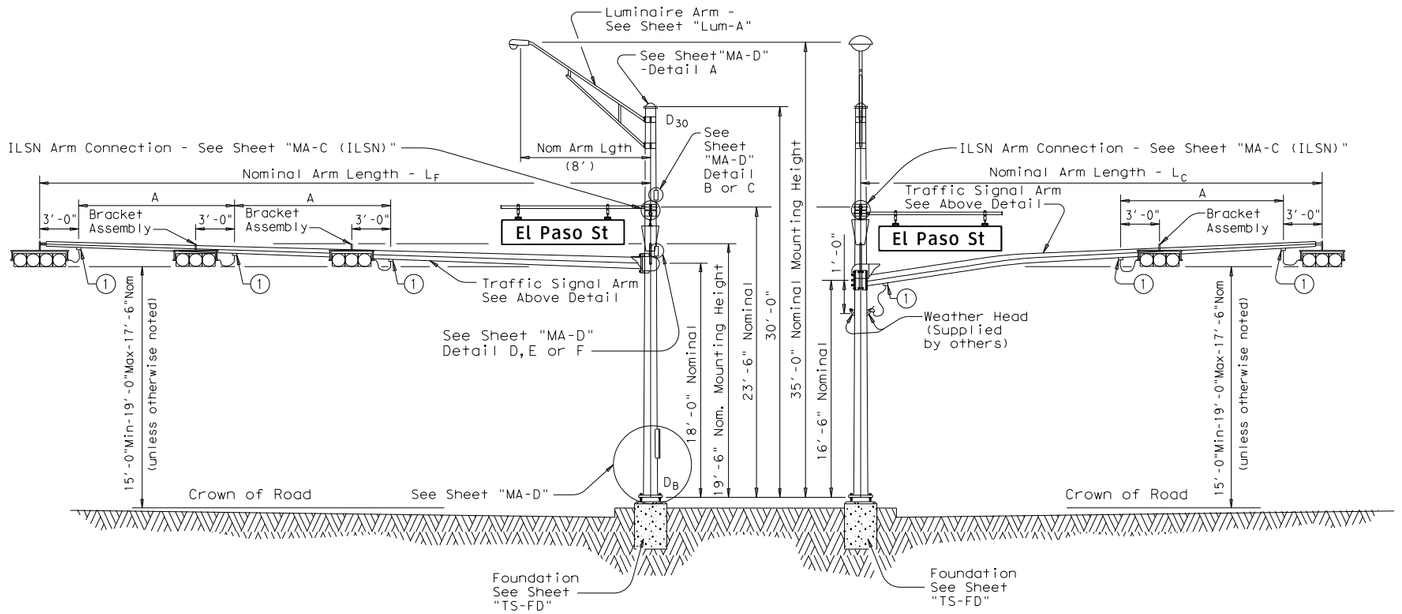


Note: The arm shall be fabricated straight with the unload rise measured as shown.

Note: The arm shall be fabricated with a 20' or greater radius within 8' of the base so as to produce the unloaded rise measured as shown.

FIXED MOUNT TRAFFIC SIGNAL ARM

CLAMP-ON TRAFFIC SIGNAL ARM



ELEVATION
(Showing fixed mount arm)

STRUCTURE ASSEMBLY
① Threaded Coupling for CGB Connector See "ARM COUPLING DETAILS" Sheet 2 of 3

ELEVATION
(Showing clamp mount arm)

TABLE OF DIMENSIONS "A"						
Arm Length	24'	28'	32'	36'	40'	44'
Arm Type II	10'	11'	12'	13'		
Arm Type III			10'	11'	12'	12'

GENERAL NOTES:

Design conforms to 1994 AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals and Interim Specifications thereto. Design Wind Speed equals 100 mph plus a 1.3 gust factor. Designs are based on an arm included angle of 90 degrees or more. Angles of less than approximately 75 degrees will require a special design.

Poles are designed to support one 8'-0" luminaire arm, two 9'-0" internally lighted street name signs and two traffic signal arms with length combinations as tabulated. The specified luminaire load applied at the end of luminaire arm equals 60 lbs vertical dead load plus the horizontal wind load on an effective projected area of 1.6 sq ft. The specified internally lighted street name sign applied 4'-6" from the centerline of the pole equals 85 lbs vertical dead load plus the horizontal wind load on an effective projected area of 11.5 sq ft. The specified signal load applied at the end of the traffic signal arm equals 180 lbs vertical dead load plus the horizontal wind load on an effective projected area of 32.4 sq ft (actual area times drag coefficient).

See Standard Sheet "MA-D" for pole details, "MA-C" for traffic signal arm connection details, "MA-C (ILSN)" for internally lighted street name sign arm connection details, "LUM-A" for luminaire arm and connection details, "SNS" for internally lighted street name sign details, and "TS-FD" for anchor bolt and foundation details. See "MA-C" for material specifications.

Fabrication shall be in accordance with Item 686, "Traffic Signal Pole Assemblies (Steel)" and with the details, dimensions, and weld procedures shown herein. Weld references call for preapproved weld procedures which the Fabricator must obtain prior to fabrication. Materials, fabrication tolerances, and shipping practices shall meet the requirements of this sheet and Item 686, "Traffic Signal Pole Assemblies (Steel)".

Unless otherwise noted, all parts shall be galvanized in accordance with Item 445, "Galvanizing", after fabrication.

Deviation from the details and dimensions shown herein require submission of shop drawings in accordance with Item 441, "Steel Structures". Alternate designs are not acceptable.

Texas Department of Transportation
Traffic Operations Division

TRAFFIC SIGNAL SUPPORT STRUCTURES
DUAL MAST ARM ASSEMBLY
(100 MPH WIND ZONE)
DMA-100 (1)-12

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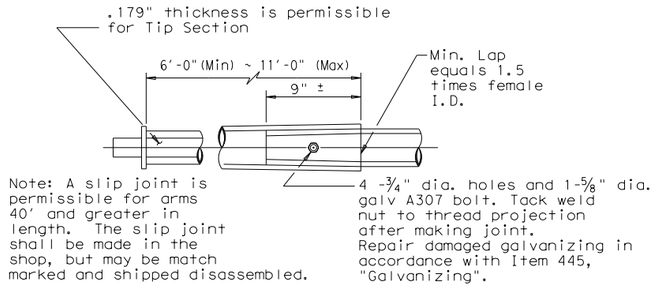
REVISIONS	CONT	SECT	JOB	HIGHWAY
5-96				
1-12	DIST	COUNTY		SHEET NO.
				537

NO.	DATE	REVISION	APPROV.
1	10/22/24	RFI #14	ATG

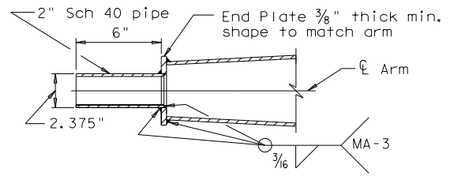
125A

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SLIP JOINT DETAIL



TENON DETAIL

Stainless steel bands (or Cables) and cast bracket as in "Astro-Brac", "Sky Bracket" or "Easy Bracket" with 1 ½" Dia Threaded Coupling.

BRACKET ASSEMBLY

VIBRATION WARNING

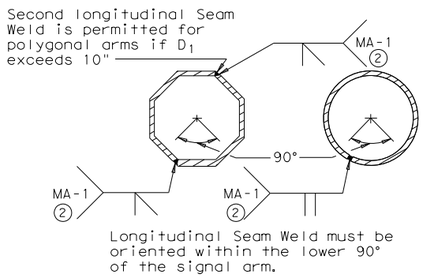
Mast Arms of SMA and DMA structures and clamp-on Arms of LMA structures of approximately 40 ft or longer are subject to harmonic vertical vibrations in light wind conditions due to the aeroelastic characteristics of a few of the myriads of possible combinations of the following: signal numbers, weights and positions; existence/solidity of backplates; presence of additional attachments to the arm, such as signs and cameras; arm-wind orientation; and arm-pole stiffness.

Such vibrations may cause fatigue damage to the structure and may lead to galloping in moderate wind conditions which may further damage the structure and alarm the public. Tests have indicated that when wind is blowing toward the back side of signal heads having un-vented backplates attached the probability of unacceptable harmonic vibration and/or galloping is rather high.

If backplates are not required for improved visibility they should not be applied to the signal heads or, if they must be applied, they should be vented as a first and inexpensive measure to mitigate vibrations.

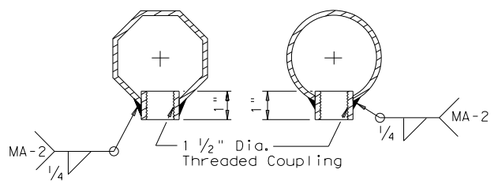
The traffic signal mast arms shall be visually inspected in 5 to 20 mph wind conditions after installation of signal heads and any attachments, including any required backpates. If vertical movements with a total excursion (maximum upward excursion to maximum downward excursion) of more than approximately 8" are observed at the arm tip, a damping plate shall be fitted to the arm. See "Damping Plate Mounting Details" on standard sheet, MA-DPD-10.

This visual inspection shall be repeated after each modification of the structure that could affect its aeroelastic response. Excessive vibrations shall not be allowed to continue for more than two days.



ARM WELD DETAIL

(2) 60% Min. penetration
100% pemetration within 6" of circumferential base welds.



ARM COUPLING DETAILS

Texas Department of Transportation
Traffic Operations Division

TRAFFIC SIGNAL SUPPORT STRUCTURES
DUAL MAST ARM ASSEMBLY
(100 MPH WIND ZONE)
DMA-100 (2)-12

NO.	DATE	REVISION	APPROV.
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CONT	SECT	JOB	HIGHWAY

DIST	COUNTY	SHEET NO.
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SHIPPING PARTS LIST

Ship each pole with the following attached: enlarged hand hole, pole cap, fixed arm connection bolts and washers and any additional hardware listed in the table.

Nominal Arm Length		30′ Poles With Luminaire		24′ Poles With ILSN		19′ Poles With no Luminaire and no ILSN	
		See note above plus: one (or two if ILSN attached) small hand hole, clamp-on simplex		See note above plus one small hand hole		See note above	
LF	Lc						
ft.	ft.	Designation	Quantity	Designation	Quantity	Designation	Quantity
20	20	2020L-100		2020S-100		2020-100	
24	20	2420L-100		2420S-100		2420-100	
	24	2424L-100		2424S-100		2424-100	
28	20	2820L-100		2820S-100		2820-100	
	24	2824L-100		2824S-100		2824-100	
	28	2828L-100		2828S-100		2828-100	
32	20	3220L-100		3220S-100		3220-100	
	24	3224L-100		3224S-100		3224-100	
	28	3228L-100		3228S-100		3228-100	
	32	3232L-100		3232S-100		3232-100	
36	20	3620L-100		3620S-100		3620-100	
	24	3624L-100	1	3624S-100		3624-100	
	28	3628L-100		3628S-100		3628-100	
	32	3632L-100		3632S-100		3632-100	
	36	3636L-100		3636S-100		3636-100	
40	20	4020L-100		4020S-100		4020-100	
	24	4024L-100		4024S-100		4024-100	
	28	4028L-100		4028S-100		4028-100	
	32	4032L-100		4032S-100		4032-100	
	36	4036L-100	1	4036S-100		4036-100	
44	20	4420L-100		4420S-100		4420-100	
	24	4424L-100		4424S-100		4424-100	
	28	4428L-100		4428S-100		4428-100	
	32	4432L-100		4432S-100		4432-100	
	36	4436L-100	1	4436S-100		4436-100	

Traffic Signal Arms (Fixed Mount) (1 per pole) Ship each arm w/ the listed equipment attached

Nominal Arm Length	Type I Arm (1 Signal)		Type II Arm (2 Signals)		Type III Arm (3 Signals)	
	1 CGB connector		1 Bracket Assembly and 2 CGB Connectors		2 Bracket Assemblies and 3 CGB Connectors	
ft.	Designation	Quantity	Designation	Quantity	Designation	Quantity
20	20I-100					
24	24I-100		24II-100			
28	28I-100		28II-100			
32			32II-100		32III-100	
36			36II-100	1	36III-100	
40					40III-100	1
44					44III-100	1

Traffic Signal Arms (Clamp-On Mount) (1 per pole) Ship each arm w/ the listed equipment attached

Nominal Arm Length	Type I Arm (1 Signal)		Type II Arm (2 Signals)		Type III Arm (3 Signals)	
	2 CGB connector and 1 clamp w/bolts and washers		1 Bracket Assembly, 3 CGB Connectors, and 1 clamp w/bolts and washers		2 Bracket Assembly, 4 CGB Connectors, and 1 clamp w/bolts and washers	
ft.	Designation	Quantity	Designation	Quantity	Designation	Quantity
20	20I-100					
24	24I-100		24II-100	1		
28	28I-100		28II-100			
32			32II-100		32III-100	
36			36II-100	2	36III-100	

Luminaire Arms (1 per 30′ pole)

Nominal Arm Length	Quantity
8′ Arm	3

ILSN Arm (1 or 2 per pole) ship with clamps, bolts and washers

Nominal Arm Length	Quantity
7′ Arm	
9′ Arm	

Anchor Bolt Assemblies (1 per pole)

Anchor Bolt Diameter	Anchor Bolt Length	Quantity
1 ¾"	3′-10"	
2"	4′-3"	1
2 ¼"	4′-9"	2

Each anchor bolt assembly consists of the following: Top and Bottom templates, 4 anchor bolts, 8 nuts, 8 flat washers, and 4 nut anchor devices (Type 2) per Standard Drawing "TS-FD".

Templates may be removed for shipment.

ARMS		ROUND POLES					POLYGONAL POLES					Foundation Type
LF	Lc	D_B	D_{19}	D_{24}	D_{30}	③ thk	D_B	D_{19}	D_{24}	D_{30}	③ thk	
ft.	ft.	in.	in.	in.	in.	in.	in.	in.	in.	in.	in.	
20	20	12.0	9.3	8.6	7.8	.239	13.5	10.5	9.7	8.8	.239	36-A
24	20	12.5	9.8	9.1	8.3	.239	13.5	10.5	9.7	8.8	.239	36-A
	24	12.5	9.8	9.1	8.3	.239	14.0	11.0	10.2	9.3	.239	36-A
28	20	13.0	10.3	9.6	8.8	.239	14.5	11.5	10.7	9.8	.239	36-A
	24	13.0	10.3	9.6	8.8	.239	15.0	12.0	11.2	10.3	.239	36-A
	28	13.5	10.8	10.1	9.3	.239	15.0	12.0	11.2	10.3	.239	36-A
32	20	13.5	10.8	10.1	9.3	.239	15.0	12.0	11.2	10.3	.239	36-A
	24	13.5	10.8	10.1	9.3	.239	15.0	12.0	11.2	10.3	.239	36-A
	28	14.0	11.3	10.6	9.8	.239	15.5	12.5	11.7	10.8	.239	36-B
	32	14.0	11.3	10.6	9.8	.239	15.5	12.5	11.7	10.8	.239	36-B
36	20	14.0	11.3	10.6	9.8	.239	15.5	12.5	11.7	10.8	.239	36-B
	24	14.0	11.3	10.6	9.8	.239	16.0	13.0	12.2	11.3	.239	36-B
	28	14.5	11.8	11.1	10.3	.239	16.0	13.0	12.2	11.3	.239	36-B
	32	14.5	11.8	11.1	10.3	.239	16.0	13.0	12.2	11.3	.239	36-B
	36	14.5	11.8	11.1	10.3	.239	16.5	13.5	12.7	11.8	.239	36-B
40	20	14.5	11.8	11.1	10.3	.239	16.5	13.5	12.7	11.8	.239	36-B
	24	15.0	12.3	11.6	10.8	.239	16.5	13.5	12.7	11.8	.239	36-B
	28	15.0	12.3	11.6	10.8	.239	17.0	14.0	13.2	12.3	.239	42-A
	32	15.0	12.3	11.6	10.8	.239	17.0	14.0	13.2	12.3	.239	42-A
	36	15.5	12.8	12.1	11.3	.239	17.5	14.5	13.7	12.8	.239	42-A
44	20	15.5	12.8	12.1	11.3	.239	17.5	14.5	13.7	12.8	.239	42-A
	24	15.5	12.8	12.1	11.3	.239	17.5	14.5	13.7	12.8	.239	42-A
	28	16.0	13.3	12.6	11.8	.239	18.0	15.0	14.2	13.3	.239	42-A
	32	16.0	13.3	12.6	11.8	.239	18.0	15.0	14.2	13.3	.239	42-A
	36	16.0	13.3	12.6	11.8	.239	18.0	15.0	14.2	13.3	.239	42-A

Arm L_F or L_C	ROUND ARMS					POLYGONAL ARMS				
	L_1	D_1	D_2	③ thk	Rise	L_1	D_1	④ D_2	③ thk	Rise
ft.	ft.	in.	in.	in.		ft.	in.	in.	in.	
20	19.1	8.0	5.3	.179	1′-8"	19.1	8.0	3.5	.179	1′-7"
24	23.1	9.0	5.8	.179	1′-9"	23.1	9.0	3.5	.179	1′-8"
28	27.1	9.5	5.7	.179	1′-10"	27.1	10.0	3.5	.179	1′-9"
32	31.0	9.5	5.2	.239	1′-11"	31.0	9.5	3.5	.239	1′-10"
36	35.0	10.0	5.1	.239	2′-0"	35.0	10.0	3.5	.239	1′-11"
40	39.0	10.5	5.1	.239	2′-3"	39.0	11.0	3.5	.239	2′-1"
44	43.0	11.0	5.1	.239	2′-8"	43.0	11.5	4.0	.239	2′-3"

D_B = Pole Base O.D.
D_{19} = Pole Top O.D. with no Luminaire and no ILSN
D_{24} = Pole Top O.D. with ILSN w/out Luminaire
D_{30} = Pole Top O.D. with Luminaire

D_1 = Arm Base O.D.
D_2 = Arm End O.D.
L_1 = Shaft Length
L_F = Fixed Arm Length
L_C = Clamp-on Arm Length (36′ Max)

③ Thickness shown are minimums, thicker materials may be used.

④ D_2 may be increased by up to 1.0" for polygonal arms.

STATE OF TEXAS
GREGORY GO
146265
LICENSED
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10/22/2024

Texas Department of Transportation
Traffic Operations Division

TRAFFIC SIGNAL SUPPORT STRUCTURES
DUAL MAST ARM ASSEMBLY
(100 MPH WIND ZONE)
DMA-100 (3)-12

NO.	DATE	REVISION	APPROV.
⚠1	10/22/24	RFI #14	ATG

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DN: MS	CK: JSY	DW: MMF	CK: JSY

REVISIONS
5-96
1-12

CONT	SECT	JOB	HIGHWAY

DIST	COUNTY	SHEET NO.
		539

125C

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Shipping Parts List

Ship each pole with the following attached: enlarged hand hole, pole cap, fixed arm connection bolts and washers, and any additional hardware listed in the table.

Nominal Arm Length	30′ Poles with Luminaire See note above plus: one (or two if ILSN attached) small hand hole, clamp-on simplex	24′ Poles with ILSN See note above plus one small hand hole	19.50′ (Single Mast Arm) 20.25′ (Dual Mast Arm) Poles with no Luminaire and no ILSN See note above

Single Mast Arm

Lf ft.	Designation	Quantity	Designation	Quantity	Designation	Quantity
50	50L	2	50S		50	
55	55L	3	55S		55	
60	60L	3	60S		60	
65	65L	1	65S		65	

Dual Mast Arm

Lf ft.	Lc ft.	Designation	Quantity	Designation	Quantity	Designation	Quantity
50	20	5020L		5020S		5020	
	24	5024L		5024S		5024	
	28	5028L		5028S		5028	
	32	5032L		5032S		5032	
	36	5036L		5036S		5036	
	40	5040L		5040S		5040	
	44	5044L		5044S		5044	
55	20	5520L		5520S		5520	
	24	5524L		5524S		5524	
	28	5528L		5528S		5528	
	32	5532L		5532S		5532	
	36	5536L	1	5536S		5536	
	40	5540L	1	5540S		5540	
	44	5544L		5544S		5544	
60	20	6020L		6020S		6020	
	24	6024L		6024S		6024	
	28	6028L		6028S		6028	
	32	6032L		6032S		6032	
	36	6036L		6036S		6036	
	40	6040L		6040S		6040	
	44	6044L		6044S		6044	
65	20	6520L		6520S		6520	
	24	6524L		6524S		6524	
	28	6528L		6528S		6528	
	32	6532L		6532S		6532	
	36	6536L		6536S		6536	
	40	6540L		6540S		6540	
	44	6544L		6544S		6544	

1 ⚠ 10/22/24 RFI #14

Foundation Summary Table **

Location Ident.	Avg. N Blow/ft.	No. Each	Drill Shaft *** Length (feet)
			48-A
KAUFFMANN			
POLE C	10	1	22
SANTA RITA			
POLES A,G,L	10	3	66
ELIZABETH PARK			
POLE A	10	1	22
TOWER			
POLES B,H	10	2	44
FM 3405			
POLES A,C	10	2	44
Total Drill Shaft Length			198

1 ⚠ 10/22/24 RFI #14

Notes

** Foundations may be listed separately or grouped according to similarity of location and type. Quantities are for the Contractor's information only.

*** Decimal lengths in Design Table are to allow interpolation for other penetrometer values. Round to nearest foot for entry into Summary Table.

Shipping Parts List

Traffic Signal Arms (Fixed Mount) (1 per pole)
Ship each arm with listed equipment attached

Nominal Arm Length	Type IV Arm (4 Signals) 3 Bracket Assembly and 4 CGB Connectors	
ft.	Designation	Quantity
50	50IV	2
55	55IV	4
60	60IV	3
65	65IV	1

Luminaire Arms (1 per 30′ pole)

Nominal Arm Length	Quantity
8′ Arm	9 1

ILSN Arm (Max. 2 per pole) Ship with clamps, bolts and washers

Nominal Arm Length	Quantity
7′ Arm	
9′ Arm	

Traffic Signal Arms (80 MPH Clamp-On Mount) (1 per pole) Ship each arm with listed equipment attached

Nominal Arm Length	Type I Arm (1 Signal) 2 CGB connector and 1 clamp w/bolts and washers		Type II Arm (2 Signals) 1 Bracket Assembly and 3 CGB connectors, and 1 clamp w/bolts and washers		Type III Arm (3 Signals) 2 Bracket Assembly and 4 CGB connectors, and 1 clamp w/bolts and washers	
ft.	Designation	Quantity	Designation	Quantity	Designation	Quantity
20	20I-80					
24	24I-80		24II-80			
28	28I-80		28II-80			
32			32II-80		32III-80	
36			36II-80		36III-80	
40					40III-80	
44					44III-80	

Traffic Signal Arms (100 MPH Clamp-On Mount) (1 per pole) Ship each arm with listed equipment attached

Nominal Arm	Type I Arm (1 Signal) 2 CGB connector and 1 clamp w/bolts and washers		Type II Arm (2 Signals) 1 Bracket Assembly and 3 CGB connectors, and 1 clamp		Type III Arm (3 Signals) 2 Bracket Assembly and 4 CGB connectors, and 1 clamp	
ft.	Designation	Quantity	Designation	Quantity	Designation	Quantity
20	20I-100					
24	24I-100		24II-100			
28	28I-100		28II-100			
32			32II-100		32III-100	
36			36II-100	1 1	36III-100	
40					40III-100	
44					44III-100	

Anchor Bolt Assemblies (1 per pole)

Anchor Bolt Diameter	Anchor Bolt Length	Quantity
2 1/2 "	5′ - 3"	9 1

Each anchor bolt assembly consists of the following: Top and bottom templates, 4 anchor bolts, 8 nuts, 8 flat washers and 4 nut anchor devices (type 2) per Standard Drawing "TS-FD".
Templates may be removed for shipment.

Abbreviations
Lf= Fixed Arm Length
Lc= Clamp-on Arm Length (44′ Max.)

STATE OF TEXAS
GREGORY GO
146265
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10/22/2024

1 ⚠ 10/22/24 RFI #14 ATG
NO. DATE REVISION APPROV.

Texas Department of Transportation
Traffic Operations Division

LONG MAST ARM ASSEMBLY PARTS LIST

LMA(5)-12

Sheet 5 of 5

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DN: JK	CK: GRB	DW: FDN	CK: CAL

REVISIONS
4-20-01
1-12

CONT	SECT	JOB	HIGHWAY
DIST	COUNTY		SHEET NO.
			544

131E

DATE:
FILE:

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DATE: 10/22/2024 2:25:19 PM
FILE: pw:\\stv-sw-pw.bentley.com:stv-sw-pw-01\Documents\Active Projects\WLSM1900559.00\8.00 Plans and Drawings\8.30 Cut Sheets\8.3.11 TxDOT Standards\Traffic Signal & Illumination\

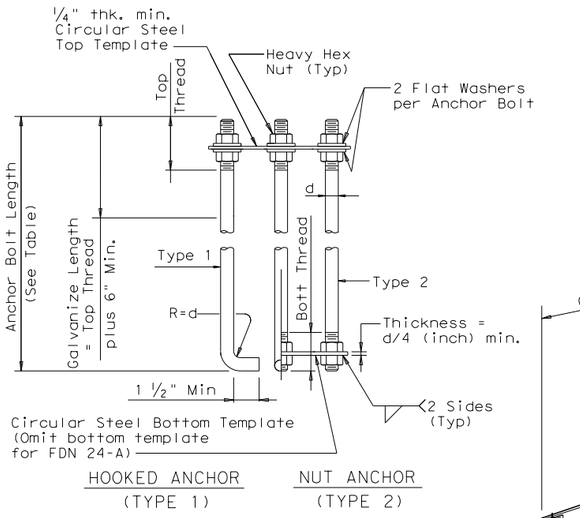
FOUNDATION DESIGN TABLE

FDN TYPE	DRILLED SHAFT DIA	REINFORCING STEEL		EMBEDDED DRILLED SHAFT LENGTH-ft ④, ⑤, ⑥			ANCHOR BOLT DESIGN ①				FOUNDATION DESIGN LOAD ②		TYPICAL APPLICATION
		VERT BARS	SPIRAL & PITCH	TEXAS CONE PENETROMETER N blows/ft			ANCHOR BOLT DIA	Fy (ksi)	BOLT CIR DIA	ANCHOR TYPE	MOMENT K-ft	SHEAR Kips	
				10	15	40							
24-A	24"	4- #5	#2 at 12"	5.7	5.3	4.5	¾"	36	12 ¾"	1	10	1	Pedestal pole, pedestal mounted controller.
30-A	30"	8- #9	#3 at 6"	11.3	10.3	8.0	1 ½"	55	17"	2	87	3	Mast arm assembly. (see Selection Table)
36-A	36"	10- #9	#3 at 6"	13.2	12.0	9.4	1 ¾"	55	19"	2	131	5	Mast arm assembly. (see Selection Table) 30' strain pole with or without luminaire.
36-B	36"	12- #9	#3 at 6"	15.2	13.6	10.4	2"	55	21"	2	190	7	Mast arm assembly. (see Selection Table) Strain pole taller than 30' & strain pole with mast arm
42-A	42"	14- #9	#3 at 6"	17.4	15.6	11.9	2 ¼"	55	23"	2	271	9	Mast arm assembly. (see Selection Table)

FOUNDATION SELECTION TABLE FOR STANDARD MAST ARM PLUS ILSN SUPPORT ASSEMBLIES (ft)

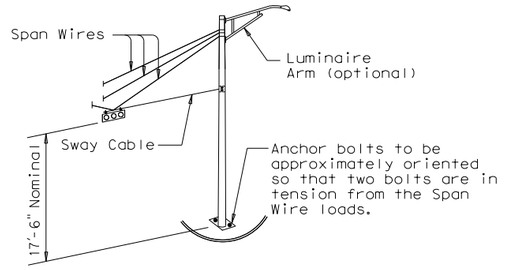
		FDN 30-A	FDN 36-A	FDN 36-B	FDN 42-A
80 MPH DESIGN WIND SPEED	MAX SINGLE ARM LENGTH	32'	48'		
	MAXIMUM DOUBLE ARM LENGTH COMBINATIONS	24' X 24'			
		28' X 28'			
		32' X 28'	32' X 32'		
			36' X 36'		
			40' X 36'		
			44' X 28'	44' X 36'	
100 MPH DESIGN WIND SPEED	MAX SINGLE ARM LENGTH		36'	44'	
	MAXIMUM DOUBLE ARM LENGTH COMBINATIONS		24' X 24'		
			28' X 28'		
			32' X 24'	32' X 32'	
				36' X 36'	
				40' x24'	40' X 36'
					44' x 36'

EXAMPLE:
1. For 80mph design wind speed, foundation 30-A can support up to a 32' arm with another arm up to 28'
2. For 100mph design wind speed, foundation 36-A can support a single 36' mast arm.

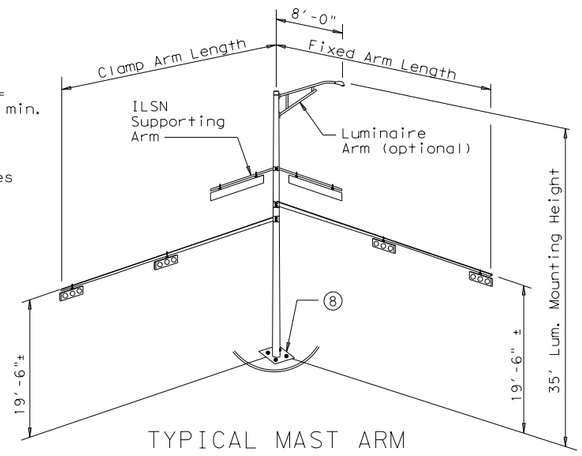


ANCHOR BOLT ASSEMBLY

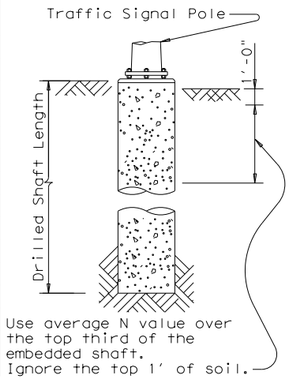
⑧ Orient anchor bolts orthogonal with the fixed arm direction to ensure that two bolts are in tension under dead load.



TYPICAL STRAIN POLE ASSEMBLY



TYPICAL MAST ARM ASSEMBLY



NOTES:

① Anchor bolt design develops the foundation capacity given under Foundation Design Loads.

② Foundation Design Loads are the allowable moments and shears at the base of the structure.

③ Foundations may be listed separately or grouped according to similarity of location and type. Quantities are for the Contractor's information only.

④ Field Penetrometer readings at a depth of approximately 3 to 5 feet may be used to adjust shaft lengths.

⑤ If rock is encountered, the Drilled Shaft shall extend a minimum of two diameters into solid rock.

⑥ Decimal lengths in Design Table are to allow interpolation for other penetrometer values. Round to nearest foot for entry into Summary Table.

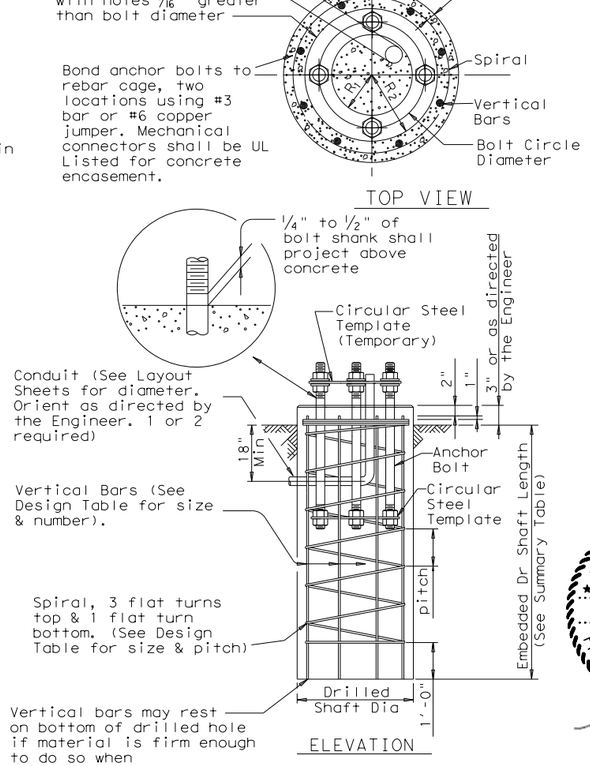
ANCHOR BOLT & TEMPLATE SIZES

BOLT DIA IN.	⑦ BOLT LENGTH	TOP THREAD	BOTTOM THREAD	BOLT CIRCLE	R2	R1
¾"	1'-6"	3"	—	12 ¾"	7 ⅛"	5 ⅝"
1 ½"	3'-4"	6"	4"	17"	10"	7"
1 ¾"	3'-10"	7"	4 ½"	19"	11 ¼"	7 ¾"
2"	4'-3"	8"	5"	21"	12 ½"	8 ½"
2 ¼"	4'-9"	9"	5 ½"	23"	13 ¾"	9 ¼"

⑦ Min dimensions given, longer bolts are acceptable.

FOUNDATION SUMMARY TABLE ③

LOCATION IDENTIFICATION	AVG. N BLOW /ft.	FDN TYPE	NO. EA	DRILLED SHAFT LENGTH ⑥ (FEET)				
				24-A	30-A	36-A	36-B	42-A
KAUFFMANN								
POLE A	10	42-A	1					17
POLE B	10	36-A	1			13		
POLE D	10	36-A	1			13		
SANTA RITA								
POLES B,D,E	10	24-A	3	18				
POLES H,J,K	10	24-A	3	18				
POLE C	10	36-B	1				15	
POLE F	10	36-B	1				15	
POLE I	10	36-A	1			13		
ELIZABETH PARK								
POLES C,D,E	10	24-A	3	18				
POLE B	10	42-A	1					17
POLE F	10	36-A	1			13		
POLE G	10	36-A	1			13		
POLE H	10	36-B	1				15	
TOWER								
POLES A,C,D,F,G	10	24-A	5	30				
POLES I,J,L,M	10	24-A	4	24				
POLE E	10	36-B	1				15	
POLE K	10	36-A	1			13		
FM 3405								
POLE B	10	36-A	1			13		
POLE D	10	36-A	1			13		
TOTAL DRILLED SHAFT LENGTHS				108		104	60	34



FOUNDATION DETAILS

GENERAL NOTES:

Design conforms to 1994 AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals and interim revisions thereto.

Reinforcing steel shall conform to Item 440, "Reinforcing Steel".

Concrete shall be Class "C".

Threads for anchor bolts and nuts shall be rolled or cut threads of 8UN series up to 2" in diameter or UNC series for all sizes. Bolts and nuts shall have Class 2A and 2B fit tolerances. Galvanized nuts shall be tapped after galvanizing.

Anchor bolts that are larger than 1" in diameter shall conform to "alloy steel" or "medium-strength mild steel" per Item 449, "Anchor Bolts". Anchor bolts that are 1" in diameter or less shall conform to ASTM A36. Galvanize a minimum of the top end thread length plus 6" for all anchor bolts unless otherwise noted. Exposed washers and exposed nuts shall be galvanized. All galvanizing shall be in accordance with Item 445, "Galvanizing".

Templates and embedded nuts need not be galvanized. Lubricate and tighten anchor bolts when erecting the structure in accordance with Item 449, "Anchor Bolts".

NO.	DATE	REVISION	APPROV.
1	10/22/24	RFI #14	ATG

STATE OF TEXAS
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Texas Department of Transportation
Traffic Operations Division

TRAFFIC SIGNAL POLE FOUNDATION

TS-FD-12

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DN: MS	CK: JSY	DW: MAO/MMF	CK: JSY/TEB

REVISIONS: 5-96, 11-98, 1-12

CONT	SECT	JOB	HIGHWAY

DIST	COUNTY	SHEET NO.
		545

CHASCO CONSTRUCTORS

Prices align with current TxDOT average bid costs.

P.O. Box 1057
Round Rock, TX 78680
(512) 244-0600
Fax (512) 244-6085

24080 - RONALD REAGAN BLVD WIDENING
CHANGE PROPOSAL 005
RFI 014

11/14/2024

BID ITEM	DESCRIPTION	PREVIOUS QTY	NEW QTY	UNIT	UNIT COST	NEW UNIT COST	PREVIOUS TOTAL	NEW TOTAL	DELTA
REVISIONS - 80 MPH TO 100 MPH STANDARDS									
686-6031	INS TRF SIG PL AM (S) 1 ARM (28') LUM	1	1	EA	$12,500.00	$14,500.00	$12,500.00	$ 14,500.00	$ 2,000.00
686-6035	INS TRF SIG PL AM (S) 1 ARM (32') LUM	2	2	EA	$13,500.00	$16,250.00	$27,000.00	$ 32,500.00	$ 5,500.00
686-6039	INS TRF SIG PL AM (S) 1 ARM (36') LUM	4	4	EA	$15,000.00	$17,000.00	$60,000.00	$ 68,000.00	$ 8,000.00
686-6043	INS TRF SIG PL AM (S) 1 ARM (40') LUM	1	1	EA	$16,250.00	$18,750.00	$16,250.00	$ 18,750.00	$ 2,500.00
686-6047	INS TRF SIG PL AM (S) 1 ARM (44') LUM	2	2	EA	$16,500.00	$19,500.00	$33,000.00	$ 39,000.00	$ 6,000.00
686-6115	INS TRF SIG PL AM (S) 2 ARM (36-24') LUM	1	1	EA	$19,000.00	$23,000.00	$19,000.00	$ 23,000.00	$ 4,000.00
686-6147	INS TRF SIG PL AM (S) 2 ARM (40-36') LUM	1	1	EA	$22,000.00	$25,000.00	$22,000.00	$ 25,000.00	$ 3,000.00
686-6167	INS TRF SIG PL AM (S) 2 ARM (44-36') LUM	1	1	EA	$24,000.00	$27,500.00	$24,000.00	$ 27,500.00	$ 3,500.00
686-6215	INS TRF SIG PL AM (S) 2 ARM (55-36') LUM	1	1	EA	$46,000.00	$47,250.00	$46,000.00	$ 47,250.00	$ 1,250.00
QUANTITY REVISIONS									
686-6059	INS TRF SIG PL AM (S) 1 ARM (55') LUM	2	3	EA	$44,000.00	N/A	$88,000.00	$132,000.00	$44,000.00
NEW ITEMS									
680-6111	INSTALL HWY TRF SIG (UPGRADE)	0	1	EA	N/A	$2,800.00	$0.00	$2,800.00	$2,800.00
686-6007	INS TRF SIG PL AM (S) STR (TY B)	0	1	EA	N/A	$8,000.00	$0.00	$8,000.00	$8,000.00
~~6027-6003~~	~~CONDUIT (PREPARE)~~	~~0~~	~~695~~	~~LF~~	~~N/A~~	~~$5.00~~	~~$0.00~~	~~$3,475.00~~	~~$3,475.00~~
~~6027-6008~~	~~GROUND BOX (PREPARE)~~	~~0~~	~~7~~	~~EA~~	~~N/A~~	~~$625.00~~	~~$0.00~~	~~$4,375.00~~	~~$4,375.00~~

	TOTAL PROPOSAL	~~$ 98,400.00~~

Current contract item quantity changes noted in RFI 014, which do not have product changes or pricing impacts, are to be handled as over/under runs. Ex: 0416-6030, 0416-6032, 0682-6001, etc.

Total: $90,550.00

Commissioners Court - Regular Session **46.**

Meeting Date: 03/11/2025

Bud Stockton Agreed Final Judgment

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an agreed final judgment with Wess Arthur Cassens Jr. and Helen Martha Cassens, as Co-Trustees of the Wess and Helen Cassens Trust u/a dated November 11, 2019, and related to 8.144 acres and 0.282 acres acquired as part of the Bud Stockton right of way project. (Parcel 1) Funding Source Bonds P307

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/06/2025 05:16 PM
Form Started By: Charlie Crossfield		Started On: 03/05/2025 03:47 PM
Final Approval Date: 03/06/2025		

Bud Stockton- parcel 1

CAUSE NO. 22-0809-CC3

WILLIAMSON COUNTY, TEXAS **Condemnor**	§	IN THE COUNTY COURT
V.	§	AT LAW NUMBER THREE OF
WESS ARTHUR CASSENS, JR. AND HELEN MARTHA CASSENS, as Co-Trustees of THE WESS & HELEN CASSENS TRUST U/A dates November 11, 2019 **Condemnees**	§	WILLIAMSON COUNTY, TEXAS

AGREED FINAL JUDGMENT

As the use of the property sought has been completed, the parties to this lawsuit have agreed to compromise and settle the issues in this lawsuit and request the entry of this Agreed Final Judgment by the Court. It appears to the Court that it has jurisdiction of this matter, the parties have agreed to all provisions contained within this Agreed Final Judgment, and the parties desire to resolve this lawsuit,

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that fee simple interest in and across to approximately 8.144 acre (Parcel 1 Part 1) and 0.282 acre (Parcel 1 Part 2) of land in Williamson County, Texas, said property being more particularly described by metes and bounds in Exhibits "A&B" attached hereto and incorporated herein for all purposes, and additional rights or encumbrances as further described in Plaintiff's Original Petition, filed among the papers of this cause on or about June 15, 2022; be vested to **WILLIAMSON COUNTY, TEXAS**, and its assigns which has completed the construction, reconstruction, realignment, widening, and/or maintaining of improvements to the Bud Stockton Extension roadway improvement project, and to perform associated public use and purposes.

It is further ORDERED that in complete satisfaction of any and all claims which have been made, or which could have been made in this litigation, including both the property to be acquired and damages (if any) to any remaining property of **WESS ARTHUR CASSENS, JR. AND HELEN MARTHA CASSENS, AS CO-TRUSTEES OF THE WESS AND HELEN CASSENS TRUST** U/A dated November 11, 2019 ("CONDEMNEE"), that Condemnee shall recover from Condemnor the total sum of **NINE HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS ($950,000.00)**. Pursuant to the provisions of a Possession and Use Agreement, which was recorded in the Official Records of Williamson County as Document No. 2022115940 Condemnor has previously paid to Condemnee the sum of SIX HUNDRED SIXTY THOUSAND SIX HUNDRED NINETY and 0/100 DOLLARS ($660,690.00) and the parties agree that an additional SEVENTY THREE THOUSAND FOUR HUNDRED TEN and 0/100 Dollars ($73,410.00) was deposited with the court pursuant to the written Award of Special Commissioners, leaving a balance due of **TWO HUNDRED FIFTEEN THOUSAND NINE HUNDRED AND 00/100 DOLLARS ($215,900.00)**, and the remaining balance to be paid by check or warrant to **WESS ARTHUR CASSENS, JR. AND HELEN MARTHA CASSENS, AS CO-TRUSTEES OF THE WESS AND HELEN CASSENS TRUST** U/A dated November 11, 2019 c/o MARRS ELLIS & HODGE LLP., 809 W. 12th Street, Austin, Texas 78701 within (45) days of court approval to avoid paying interest. If the remaining balance is not paid within (45) days of court approval of this Agreed Final Judgment, then the statutory interest will accrue on the unpaid balance until paid.

It is further ORDERED that all costs be assessed against Condemnor.

This Agreed Final Judgment is intended by the parties to fully and finally dispose of all claims, parties, and issues in this lawsuit.

SIGNED this _____ day of February 2025.

_____
Judge Presiding

PREPARED BY AND APPROVED AS TO SUBSTANCE AND FORM:

/s/ Erik Cardinell
Erik Cardinell
State Bar No. 00796304
erik@scrrlaw.com
(512) 255-8877
(512) 255-8986 (fax)
Sheets & Crossfield, P.L.L.C.
309 East Main Street
Round Rock, Texas 78664
Attorneys for Condemnor

AGREED AS TO SUBSTANCE AND FORM:

Jacob Merkord
State Bar No. 24074705
jmerkord@mehlaw.com
Luke Ellis
State Bar No. 24038878
lellis@mehlaw.com
Marrs Ellis & Hodge LLP
808 W. 10th Street, Suite 400
Austin, Texas 78701
512.215.4078
Attorneys for Condemnee

WILLIAMSON COUNTY

_____
Bill Gravell Jr.
County Judge

EXHIBIT A

PROPERTY DESCRIPTION FOR PARCEL 1-PART 1

DESCRIPTION OF A 8.144 ACRE (354,763 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE JAMES ROEBUCK SURVEY, ABSTRACT NO. 527 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 91.75 ACRE TRACT (SECOND TRACT) OF LAND DESCRIBED IN WARRANTY DEED TO WESS ARTHUR CASSENS JR. AND HELEN MARTHA CASSENS, CO-TRUSTEES OF THE WESS & HELEN CASSENS TRUST, U/A, BY INSTRUMENT RECORDED IN DOCUMENT NO. 2020005553 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 8.144 ACRE (354,763 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" (Grid Coordinates determined as: N=10,270,878.59, E=3,146,999.36 TxSPC Zone 4203), set 80.43 feet right of Bud Stockton Extension baseline station 609+25.04 at the intersection of the proposed easterly Right-of-Way (ROW) line of Bud Stockton Extension (variable width ROW) and the northerly ROW line of Farm to Market Road (F.M.) 487 (variable width ROW), same being the southerly boundary line of said 91.75 acre tract, for the southeasterly corner and **POINT OF BEGINNING** of the herein described parcel;

1) **THENCE**, departing said proposed easterly ROW line, with said northerly F.M. 487 ROW line and said southerly boundary line of the 91.75 acre tract, **S 68°34'05" W**, for a distance of **131.63** feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 51.20 feet left of Bud Stockton Extension baseline station 609+24.52, being the southeasterly corner of that called 99.84 acre tract of land described in Warranty Deed to Jarrell Independent School District by instrument recorded in Document No. 1997041311 of the Official Records of Williamson County, Texas, same being the southwesterly corner of said 91.75 acre tract, for the southwesterly corner of the herein described parcel;

2) **THENCE**, departing said northerly F.M. 487 ROW line, with the common boundary line of said 99.84 acre and said 91.75 acre tracts, being the proposed westerly ROW line of said Bud Stockton Extension, **N 21°13'09" W**, at a distance of 1.05 feet, pass a 3/8" iron rod found, at a distance of 26.17 feet, pass an iron rod with plastic cap stamped "ESMT" found, at a distance of 1,952.50 feet, pass a 1/2" iron rod found, and continuing for a total distance of **2,637.41** feet to a 1/2" iron rod found, being the southeasterly corner of that called 163.36 acre tract of land described in Warranty Deed with Vendor's Lien to Gregory S. Danek by instrument recorded in Document No. 2007071560 of the Official Public Records of Williamson County, Texas, same being the northeasterly corner of said 99.84 acre tract, same being an angle point in the westerly boundary line of said 91.75 acre tract, for an angle point in the westerly boundary line hereof;

3) **THENCE**, with the common boundary line of said 163.36 acre and said 91.75 acre tracts, being said proposed westerly ROW line, **N 21°26'47" W**, for a distance of **362.86** feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 53.39 feet left of Bud Stockton Extension baseline station 639+24.79, being the southwesterly corner of that called 2.87 acre tract (Third Tract) of land in said Warranty Deed to Wess and Helen Cassens recorded in said Document No. 2020005553, same being the northwesterly corner of said 91.75 acre tract, for the northwesterly corner of the herein described parcel, and from which a 1/2" iron rod found, being the northwesterly corner of said 2.87 acre tract bears N 21°26'47" W, at a distance of 102.62 feet;

4) **THENCE**, departing the easterly boundary line of said 163.36 acre tract and said proposed westerly ROW line, with the common boundary line of said 2.87 acre and said 91.75 acre tracts, **N 55°34'34" E**, for a distance of **122.64** feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 66.00 feet right of Bud Stockton Extension baseline station 639+52.83 in said proposed easterly ROW line, for the northeasterly corner of the herein described parcel;

THENCE, departing said 2.87 acre boundary line, with said proposed easterly ROW line, through the interior of said 91.75 acre tract, the following two (2) courses:

5) **S 21°12'17" E**, for a distance of **3,013.37** feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 66.00 feet right of baseline station 609+39.47 in said proposed easterly ROW line, for an angle point in the easterly line hereof;

6) **S 66°12'17" E**, for a distance of **20.40** feet to the **POINT OF BEGINNING**, containing 8.144 acres (354,763 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

That I, M. Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

M. Stephen Truesdale 23 MAY 2022

M. Stephen Truesdale
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681

Date

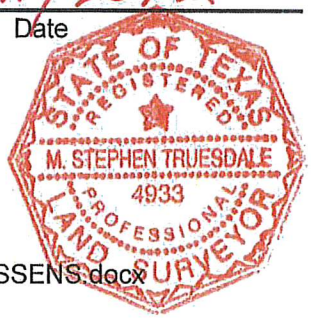
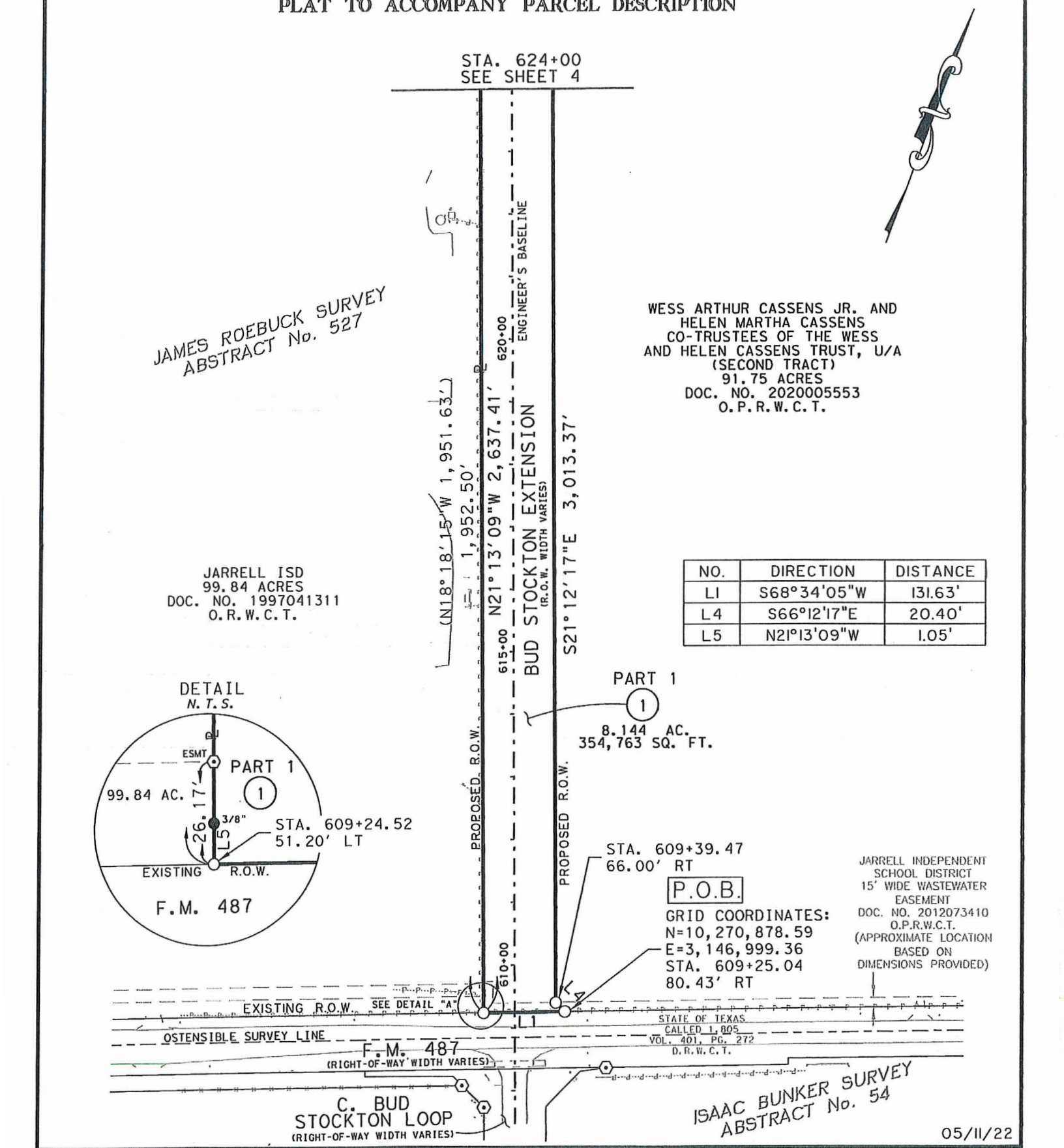


EXHIBIT " "

PLAT TO ACCOMPANY PARCEL DESCRIPTION



NO.	DIRECTION	DISTANCE
L1	S68°34'05"W	131.63'
L4	S66°12'17"E	20.40'
L5	N21°13'09"W	1.05'

05/11/22

INLAND GEODETICS LLC
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

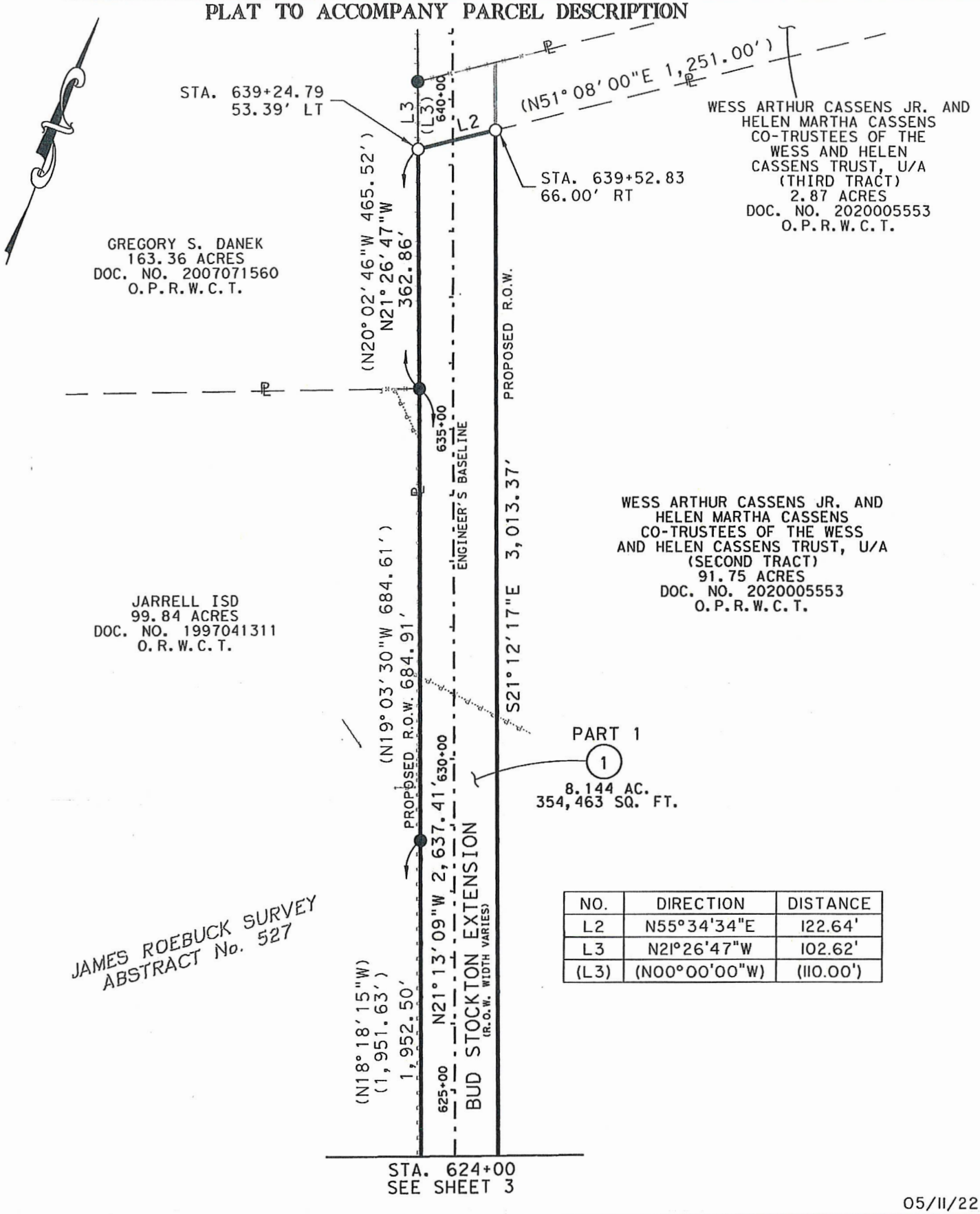
PARCEL PLAT SHOWING PROPERTY OF
WESS ARTHUR CASSENS JR. AND HELEN MARTHA CASSENS CO-TRUSTEES OF THE WESS AND HELEN CASSENS TRUST, U/A

SCALE	PROJECT	COUNTY
1" = 200'	COUNTY ROAD 305	WILLIAMSON

PARCEL 1
PART 1
8.144 ACRES
354,763 Sq. Ft.

EXHIBIT " "

PLAT TO ACCOMPANY PARCEL DESCRIPTION



NO.	DIRECTION	DISTANCE
L2	N55°34'34"E	122.64'
L3	N21°26'47"W	102.62'
(L3)	(N00°00'00"W)	(110.00')

05/11/22

INLAND GEODETICS LLC
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
WESS ARTHUR CASSENS JR. AND HELEN MARTHA CASSENS CO-TRUSTEES OF THE WESS AND HELEN CASSENS TRUST, U/A

SCALE	PROJECT	COUNTY
1" = 200'	COUNTY ROAD 305	WILLIAMSON

PARCEL 1
PART 1
8.144 ACRES
354,763 Sq. Ft.

EXHIBIT " "

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

○	IRON ROD WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" SET
⊙	IRON ROD WITH PLASTIC OR ALUMINUM CAP FOUND - AS NOTED
●	1/2" IRON ROD FOUND
△	CALCULATED POINT
▲	MAG NAIL FOUND
℄	PROPERTY LINE
	DENOTES COMMON OWNERSHIP
	LINE BREAK

P.O.B.	POINT OF BEGINNING
( )	RECORD INFORMATION
P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS
D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS

1) All bearings shown hereon are based on grid bearing. All distances are surface distances. Coordinates are surface values based on the Texas State Plane Coordinate System, NAD 83, Central Zone.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. GT2100336, ISSUED BY TEXAN TITLE INSURANCE COMPANY, EFFECTIVE DATE DECEMBER 15, 2021, ISSUE DATE DECEMBER 26, 2021.

1. RESTRICTIVE COVENANTS: VOLUME 901, PAGE 290, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

10B. RIGHT OF WAY EASEMENT TO JARRELL-SCHWERTNER WATER SUPPLY CORPORATION RECORDED IN VOL. 524, PG. 749, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

C. EASEMENT TO TEXAS POWER & LIGHT COMPANY AND GENERAL TELEPHONE COMPANY RECORDED IN VOLUME 664, PAGE 875, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

I. ELECTRIC UTILITY EASEMENT AND COVENANT OF ACCESS TO BARTLETT ELECTRIC COOPERATIVE, INC. RECORDED IN DOCUMENT NO. 2008045568, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

J. TEMPORARY CONSTRUCTION EASEMENT TO CITY OF JARRELL RECORDED IN DOCUMENT NO. 2012073409, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

K. WASTEWATER UTILITY EASEMENT TO JARRELL INDEPENDENT SCHOOL DISTRICT RECORDED IN DOCUMENT NO. 2012073410, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND THAT THE PROPERTY SHOWN HEREON WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

M. Stephen Truesdale — 23 MAY 2022

M. STEPHEN TRUESDALE — DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
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 — M. STEPHEN TRUESDALE — 4933 — PROFESSIONAL — LAND SURVEYOR

05/11/22

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
WESS ARTHUR CASSENS JR. AND HELEN MARTHA CASSENS CO-TRUSTEES OF THE WESS AND HELEN CASSENS TRUST, U/A

SCALE	PROJECT	COUNTY
1" = 200'	COUNTY ROAD 305	WILLIAMSON

PARCEL 1
PART 1
8.144 ACRES
354,763 Sq. Ft.

EXHIBIT B

PROPERTY DESCRIPTION FOR PARCEL 1-PART 2

DESCRIPTION OF A 0.282 ACRE (12,286 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE JAMES ROEBUCK SURVEY, ABSTRACT NO. 527 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 2.87 ACRE TRACT (THIRD TRACT) OF LAND DESCRIBED IN WARRANTY DEED TO WESS ARTHUR CASSENS JR. AND HELEN MARTHA CASSENS, CO-TRUSTEES OF THE WESS & HELEN CASSENS TRUST, U/A, BY INSTRUMENT RECORDED IN DOCUMENT NO. 2020005553 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.282 ACRE (12,286 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" (Grid Coordinates determined as: N=10,273,791.51, E=3,145,853.76 TxSPC Zone 4203), set 66.00 feet right of Bud Stockton Extension baseline station 640+55.56 in the proposed easterly Right-of-Way (ROW) line of Bud Stockton Extension (variable width ROW), same being the southerly boundary line of that called 25.17 acre tract of land described in Warranty Deed to James R. Davidson and wife, Virginia L. Davidson by instrument recorded in Volume 2491, Page 120 of the Official Records of Williamson County, Texas, same being the northerly boundary line of said 2.87 acre tract, for the northeasterly corner and **POINT OF BEGINNING** of the herein described parcel, and from which a 1/2" iron rod found being the northeasterly corner of said 2.87 acre tract, same being the southeasterly corner of said 25.17 acre tract, bears N 55°34'34" E, at a distance of 1,132.58 feet;

1) **THENCE**, departing the 25.17 acre boundary line, with said proposed easterly ROW line, through the interior of said 2.87 acre tract, **S 21°12'17" E**, for a distance of **102.72** feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 66.00 feet right of Bud Stockton Extension baseline station 639+52.83, being the northerly boundary line of that called 91.75 acre tract (Second Tract) of land in said Warranty Deed to Wess and Helen Cassens Trust recorded in said Document No. 2020005553, same being the southerly boundary line of said 2.87 acre tract, for the southeasterly corner of the herein described parcel;

2) **THENCE**, departing said proposed easterly ROW line, with the common boundary line of said 91.75 acre and said 2.87 acre tracts, **S 55°34'34" W**, for a distance of **122.64** feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 53.39 feet left of Bud Stockton Extension baseline station 639+24.79 in the proposed westerly ROW line of said Bud Stockton Extension, being the easterly boundary line of that called 163.36 acre tract of land described in Warranty Deed with Vendor's Lien to Gregory S. Danek by instrument recorded in Document No. 2007071560 of the Official Public Records of Williamson County, Texas, same being the northwesterly corner of said 91.75 acre tract, also being the southwesterly corner of said 2.87 acre tract, for the southwesterly corner of the herein described parcel, and from which a 1/2" iron rod found, being the northeasterly corner of that called 99.84 acre tract of land described in Warranty Deed to Jarrell Independent School District by instrument recorded in Document No. 1997041311 of the Official Public Records of Williamson County, Texas, same being the southeasterly corner of said 163.36 acre tract, bears S 21°26'47" E at a distance of 362.86 feet;

3) **THENCE**, departing said 91.75 acre tract, with the common boundary line of said 163.36 acre and said 2.87 acre tracts, same being said proposed westerly ROW line, **N 21°26'47" W** for a distance of **102.62** feet to a 1/2" iron rod found, being the southwesterly corner of said 25.17 acre tract, same being the northwesterly corner of said 2.87 acre tract, for the northwesterly corner of the herein described parcel;

4) **THENCE**, departing the easterly boundary line of said 163.36 acre tract, same being said proposed westerly ROW line, with the common boundary line of said 25.17 acre and said 2.87 acre tracts, **N 55°34'34" E** for a distance of **123.08** feet to the **POINT OF BEGINNING**, containing 0.282 acres (12,286 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

That I, M. Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

M. Stephen Truesdale 23 MAY 2022

M. Stephen Truesdale Date
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681

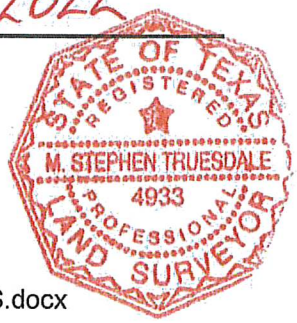
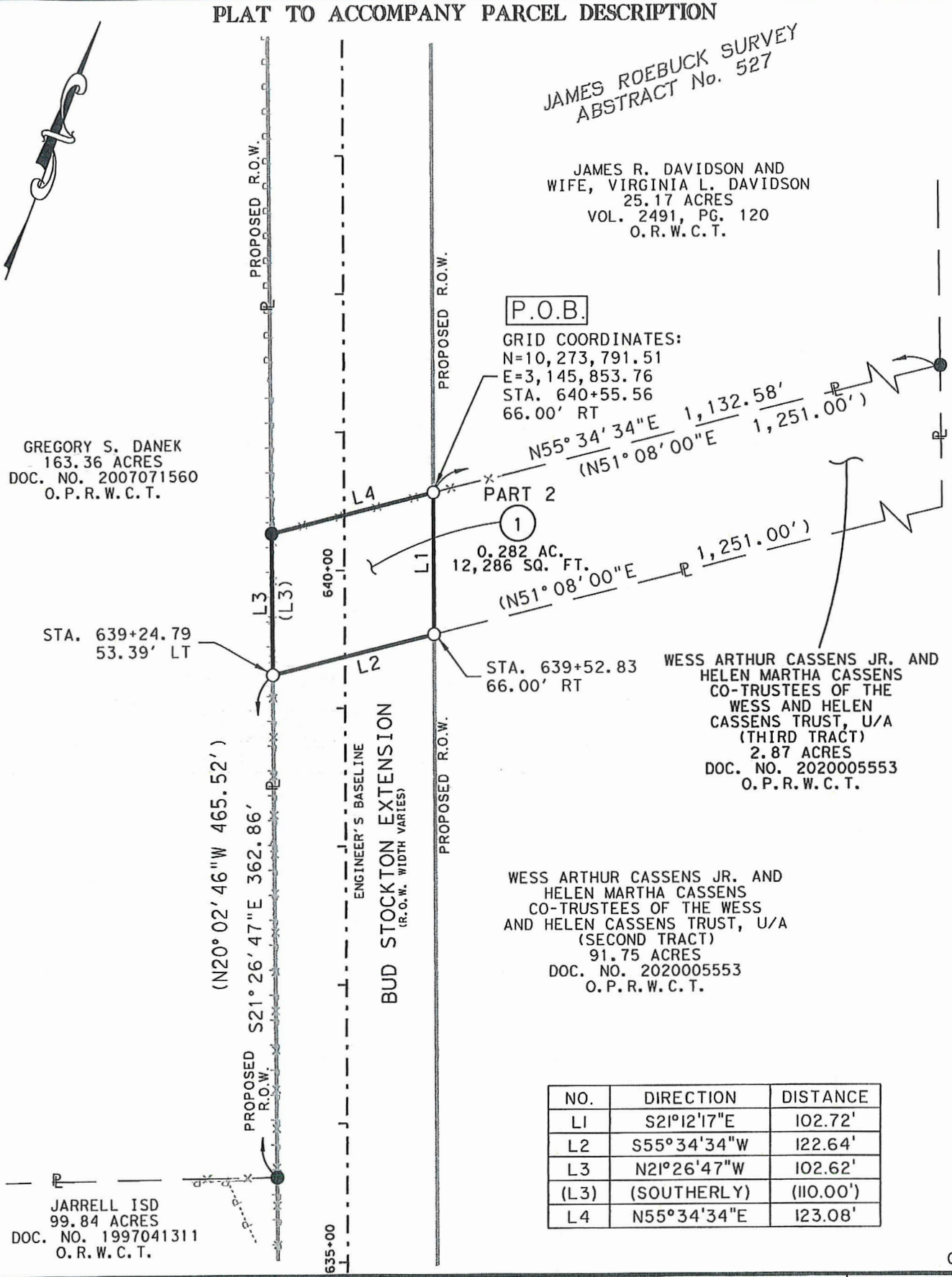


EXHIBIT " "

PLAT TO ACCOMPANY PARCEL DESCRIPTION



NO.	DIRECTION	DISTANCE
L1	S21°12'17"E	102.72'
L2	S55°34'34"W	122.64'
L3	N21°26'47"W	102.62'
(L3)	(SOUTHERLY)	(110.00')
L4	N55°34'34"E	123.08'

05/11/22

INLAND GEODETICS LLC
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
WESS ARTHUR CASSENS JR. AND HELEN MARTHA CASSENS CO-TRUSTEES OF THE WESS AND HELEN CASSENS TRUST, U/A

PARCEL 1
PART 2
0.282 ACRES
12,286 Sq. Ft.

SCALE	PROJECT	COUNTY
1" = 100'	COUNTY ROAD 305	WILLIAMSON

EXHIBIT " "

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

○	IRON ROD WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" SET	P.O.B.	POINT OF BEGINNING
⊙	IRON ROD WITH PLASTIC OR ALUMINUM CAP FOUND - AS NOTED	( )	RECORD INFORMATION
●	1/2" IRON ROD FOUND	P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS
△	CALCULATED POINT	D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
▲	MAG NAIL FOUND	O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
℄	PROPERTY LINE	O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
	DENOTES COMMON OWNERSHIP		
	LINE BREAK		

1) All bearings shown hereon are based on grid bearing. All distances are surface distances. Coordinates are surface values based on the Texas State Plane Coordinate System, NAD 83, Central Zone.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. GT2100336, ISSUED BY TEXAN TITLE INSURANCE COMPANY, EFFECTIVE DATE DECEMBER 15, 2021, ISSUE DATE DECEMBER 26, 2021.

1. RESTRICTIVE COVENANTS: VOLUME 901, PAGE 290, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

10B. RIGHT OF WAY EASEMENT TO JARRELL-SCHWERTNER WATER SUPPLY CORPORATION RECORDED IN VOL. 524, PG. 749, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

C. EASEMENT TO TEXAS POWER & LIGHT COMPANY AND GENERAL TELEPHONE COMPANY RECORDED IN VOLUME 664, PAGE 875, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

I. ELECTRIC UTILITY EASEMENT AND COVENANT OF ACCESS TO BARTLETT ELECTRIC COOPERATIVE, INC. RECORDED IN DOCUMENT NO. 2008045568, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

J. TEMPORARY CONSTRUCTION EASEMENT TO CITY OF JARRELL RECORDED IN DOCUMENT NO. 2012073409, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

K. WASTEWATER UTILITY EASEMENT TO JARRELL INDEPENDENT SCHOOL DISTRICT RECORDED IN DOCUMENT NO. 2012073410, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND THAT THE PROPERTY SHOWN HEREON WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

M. Stephen Truesdale 23 MAY 2022

M. STEPHEN TRUESDALE DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
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 M. STEPHEN TRUESDALE 4933 PROFESSIONAL LAND SURVEYOR

05/11/22

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
WESS ARTHUR CASSENS JR. AND HELEN MARTHA CASSENS CO-TRUSTEES OF THE WESS AND HELEN CASSENS TRUST, U/A

PARCEL 1
PART 2
0.282 ACRES
12,286 Sq. Ft.

SCALE	PROJECT	COUNTY
1" = 100'	COUNTY ROAD 305	WILLIAMSON

Commissioners Court - Regular Session **47.**

Meeting Date: 03/11/2025

CR 314 Rule 11 Settlement Agreement

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Rule 11 Settlement Agreement with Jarrell 3001, LLC to acquire 0.4664 acres and 0.0687 acres needed as right of way and 0.2420 acres and 0.1332 acres needed as utility easements for the CR 314 project (Parcels 37 and 38). Funding: Bonds P364

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/06/2025 05:16 PM
Form Started By: Charlie Crossfield		Started On: 03/05/2025 03:56 PM
Final Approval Date: 03/06/2025		

Sheets & Crossfield, PLLC

ATTORNEYS AT LAW

309 East Main Street • Round Rock, TX 78664-5246

Phone 512-255-8877 • fax 512-255-8986

John@scrrlaw.com

February 28, 2025

Via e-mail: azeredo@barronadler.com
Glori Azeredo
Barron Adler Clough & Oddo, PLLC
808 Nueces Street
Austin, Texas 78701
Attorney for Jarrell 3001

RULE 11 SETTLEMENT AGREEMENT

Re: *Williamson County v. Jarrell 3001 LLC*; Cause No. 25-0055-CC2; filed in the County Court at law number two of Williamson County, Texas; CR 314 project; Parcels 37, 37E, 38, and 38E

Dear Ms. Azeredo:

This letter will serve as a Rule 11 Settlement Agreement ("Agreement") between Williamson County, Texas ("Condemnor") and Jarrell 3001 LLC ("Condemnee"), (collectively the "Parties") as to the following:

1. This Rule 11 Settlement Agreement is for the resolution of the above referenced condemnation case brought by the Condemnor.

2. This agreement is contingent on final approval by Condemnor.

3. Condemnor agrees to pay the total compensation of $215,000.00 in complete settlement of any and all claims which have been or which could have been made by the parties as a result of the events giving rise to the filing of the live petition in this case, including, but no limited to, compensation for Condemnor's fee simple and permanent easement interest acquisition (Parcels 37, 37E, 38, and 38E), described in Exhibits "A" and "B" ("Property"), easement rights, more particularly described in further detail as set out in Exhibit "B-1," attached hereto, damages to the remainder, if any, and any costs to cure.

4. The total settlement amount of $215,000.00 is allocated as follows:

   - $151,340.00 for the fee simple acquisition (Parcels 37 & 38),
   - $63,660.00 for the permanent easement interest acquisition (Parcels 37E & 38E).

5. The Property will be acquired through condemnation via a stipulated Special Commissioners' Hearing, after which Condemnor will deposit the amount awarded by the commissioners into the registry of the Court. Condemnees agree to waive their right to file objections to a stipulated award of $215,000.00. If the commissioners award an amount other than the

stipulated amount of $215,000.00, then the Parties agree to timely file objections and enter an agreed judgment for $215,000.00.

6. Condemnee agrees to waive their right to be served with Notice of Special Commissioners Hearing by Condemnor. Condemnee also waives any and all other prerequisites as required in Chapter 21 of the Texas Property Code for scheduling and setting a Special Commissioners Hearing.

7. If a party outside of this Agreement contests value at the Special Commissioners' Hearing, or any other subsequent proceeding in the case, Condemnor may terminate this contract, and the Parties may proceed with this lawsuit as if there had never been an agreement.

8. In the event this Agreement is not approved by Condemnor and executed by an authorized representative, this agreement is null and void and the Parties may continue with the case as if there had never been an agreement.

9. The Parties agree that $215,000.00 is the final amount payable to all parties in this case and is inclusive of any pre-judgment interest. Post-judgment interest, if any, is tolled for a period of 90 days after the Court signs a judgment in this case. If Condemnor fails to pay the $215,000.00 amount within the 90 days of the Court signing the judgment in this case, then Condemnees shall be entitled to post-judgment interest at the statutory rate as of the date the judgment is signed by the Court.

10. Condemnor's sole compensation obligation shall be the payment of $215,000.00. Any compensation claims made in this case by parties to this lawsuit shall be satisfied from this payment without further recourse to Condemnor.

11. This Agreement may be filed as a Rule 11 agreement.

12. The Parties bear their own cost of court as incurred.

If this letter correctly sets forth the terms of our agreement and the settlement reached between Condemnor and Condemnees, please indicate by having the appropriate person execute this letter in the space indicated below and return it to my attention for filing with the Clerk.

Sincerely,

/s/ John L. Kelley
John L. Kelley
Sheets & Crossfield, PLLC
Attorneys for City of Round Rock, Texas

[signature page follows]

AGREED AND ACCEPTED:

Jarrell 3001 LLC

By: _____

Title: Manager , Austin Davis

Address: 2899 Cedar Hollow Rd

Georgetown TX 78628

Date: 2/28/25

AGREED AND ACCEPTED:

WILLIAMSON COUNTY, TEXAS

By: _____

Print/title: _____

Date: _____

EXHIBIT “A”

EXHIBIT ____
PROPERTY DESCRIPTION

DESCRIPTION OF A 0.4664 ACRE (20,317 SQ. FT.) PARCEL OF LAND IN THE G. SCHNEIDER SURVEY, ABSTRACT NO. 579, AND IN THE A.A. LEWIS SURVEY, ABSTRACT NO. 384, IN WILLIAMSON COUNTY TEXAS, BEING A PART OF THAT CALLED 10.08 ACRE TRACT, PURPORTED TO BE OUT OF THE G. SCHNEIDER SURVEY, ABSTRACT 580 DESCRIBED AS TRACT 1 IN SPECIAL WARRANTY DEED TO JARRELL 3001 LLC IN DOCUMENT NO. 2024003443, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, SAID 0.4664 ACRE (20,317 SQ. FT.) OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod found (Grid Coordinates determined as N=10,266,300.19, E=3,161,670.04) on the existing northerly right-of-way (ROW) line of County Road 314 (C.R. 314)(variable ROW width) being the southeasterly corner of that called 20.06 acre tract of land described in General Warranty Deed to Samuel S. Robinson and Stephanie Nicole Robinson in Document No. 2015101967, said Official Public Records, said point being the southwesterly corner of said 10.08 acre tract, for the **POINT OF BEGINNING** and southwesterly corner of the herein described parcel;

1) **THENCE, N 21°46'45" W,** departing said existing northerly ROW line, with the common boundary line of said 20.06 acre tract and said 10.08 acre tract, a distance of **31.53 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 168+18.22, on the proposed northerly ROW line of C.R. 314 (variable ROW width), for the northwesterly corner of the herein described parcel, from which a 1/2 inch iron rod with illegible plastic cap found being the northwesterly corner of said 10.08 acre tract bears N 21°46'45" W, a distance of 588.82 feet;

THENCE with said proposed northerly ROW line, through the interior of said 10.08 acre tract, the following three (3) courses:

2) **N 69°30'27" E,** a distance of **391.44 feet** to a 5/8 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set, being 68.00 feet left of Engineer's baseline station 172+09.67, for the beginning of a tangent curve to the right;

3) with said curve to the right having a radius of **3,928.00 feet**, a delta angle of **03°16'57",** an arc length of **225.04 feet**, and a chord which bears **N 71°08'55" E**, a distance of **225.01 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 174+30.81, for a point of tangency;

4) **N 72°47'24" E,** a distance of **86.21 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 175+17.02, in the westerly boundary line of that called 5.67 acre tract of land described as Tract Two in Special Warranty Deed to Jarrell 3001 LLC recorded in Document No. 2024003443, said Official Public Records, same line being the easterly boundary line of said 10.08 acre tract, for the northeasterly corner of the herein described parcel, from which a 1/2 inch iron rod with illegible plastic cap found being the northeasterly corner of said 10.08 acre tract bears N 21°45'57" W, a distance of 611.92 feet;

5) **THENCE, S 21°45'57" E,** departing said proposed northerly ROW line, with the common boundary line of said 5.67 acre tract and said 10.08 acre tract, a distance of **18.53 feet** to a 1/2 inch iron rod with illegible plastic cap found on said existing northerly ROW line, being the southwesterly corner of said 5.67 acre tract and the southeasterly corner of said 10.08 acre tract, for the southeasterly corner of the herein described parcel;

6) **THENCE, S 69°22'33" W,** with said existing northerly ROW line, same line being the southerly boundary line of said 10.08 acre tract, passing at a distance of 509.28 feet a 1/2 inch iron rod found, and continuing for a total distance of **702.14 feet** to the **POINT OF BEGINNING**, having an area of 0.4664 acres (20,317 square feet) of land, more or less.

Bearings are based on the Texas Coordinate System of 1983, Central Zone NAD83 (2011). Coordinates shown hereon are grid values represented in U.S. Survey Feet. All distances shown hereon are surface values represented in U.S. Survey Feet based on a surface-to-grid Combined Adjustment Factor of 0.99985232.

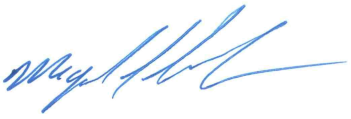
This property description is accompanied by a separate parcel plat.

The use of the word certify or certification on this document only constitutes an expression of professional opinion regarding those facts or findings which are the subject of the certification, and does not constitute a warranty or guarantee, either expressed or implied.

I, Miguel A. Escobar, a Registered Professional Land Surveyor, do hereby certify that the above description and the accompanying sketch is true and correct to the best of my knowledge and belief and the property described herein was determined by a survey made on the ground between July 2020 and September 2022, under the direct supervision of M. Stephen Truesdale, LSLS, RPLS No. 4933 (now retired).

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

Inland Geodetics



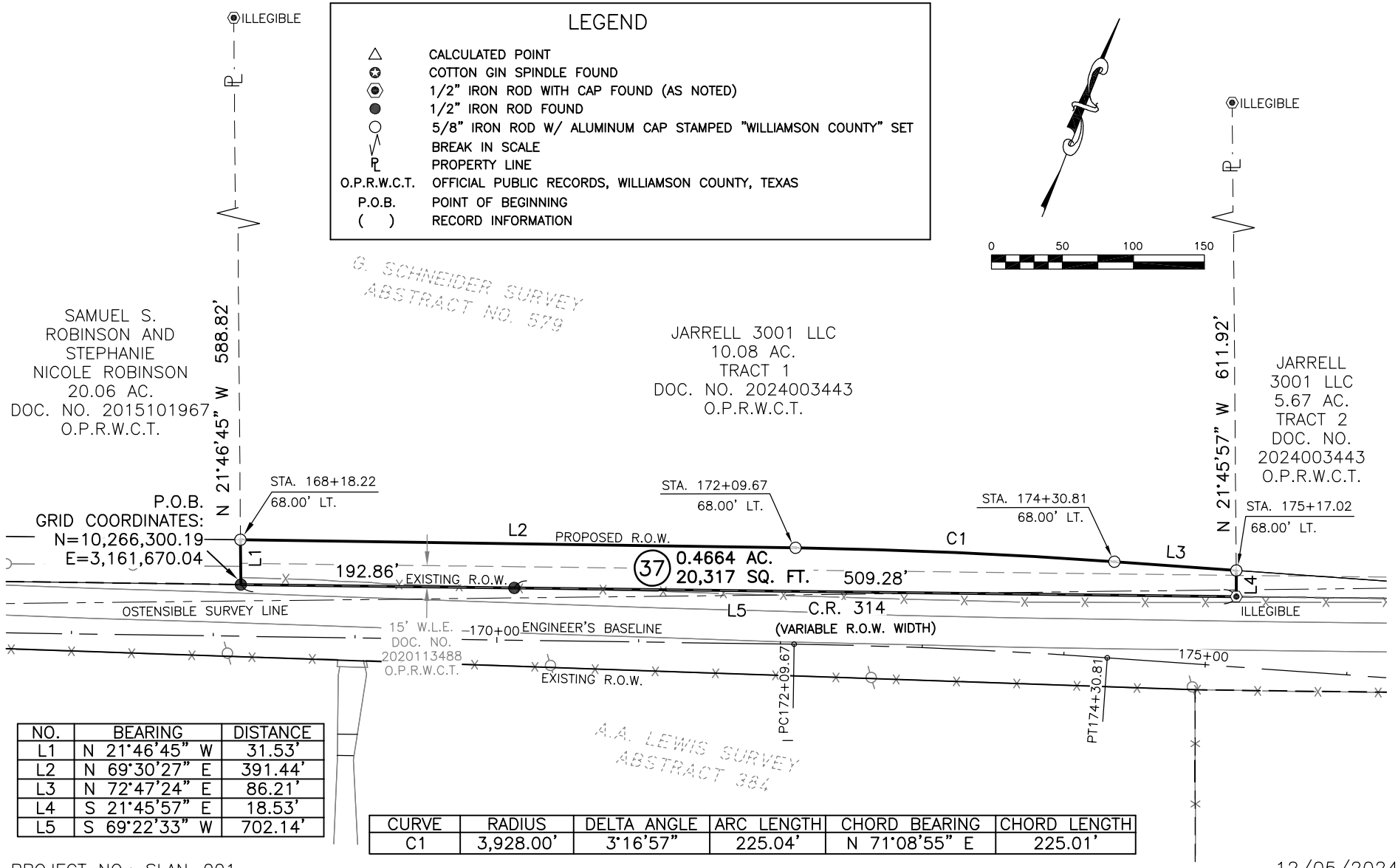


Miguel A. Escobar, L.S.L.S., R.P.L.S.
Texas Reg. No. 5630
1504 Chisholm Trail Rd #103
Round Rock, Tx 78681
TBPELS Firm No. 10059100
Project No: SLAN-001

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EXHIBIT ___

PLAT TO ACCOMPANY DESCRIPTION



NO.	BEARING	DISTANCE
L1	N 21°46'45" W	31.53'
L2	N 69°30'27" E	391.44'
L3	N 72°47'24" E	86.21'
L4	S 21°45'57" E	18.53'
L5	S 69°22'33" W	702.14'

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	3,928.00'	3°16'57"	225.04'	N 71°08'55" E	225.01'

PROJECT NO.: SLAN-001

12/05/2024

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

JARRELL 3001 LLC

PARCEL 37
0.4664 AC.
20,317 SQ. FT.

SCALE
1" = 100'

WILLIAMSON COUNTY

PROJECT
C.R. 314

S:\SEILER-LANKES\CR 314\4-DRAWINGS\PARCELS\PARCEL 37-JARRELL 3001 LLC\PARCEL 37 JARRELL 3001 LLC.DWG

EXHIBIT ___

PLAT TO ACCOMPANY DESCRIPTION

NOTES:

1) BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE NAD83 (2011). COORDINATES SHOWN HEREON ARE GRID VALUES REPRESENTED IN U.S. SURVEY FEET. ALL DISTANCES SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET BASED ON A SURFACE–TO–GRID COMBINED ADJUSTMENT FACTOR OF 0.99985232.

2) THE SYMBOLS REFLECTED IN THE LEGEND AND ON THIS SURVEY MAY HAVE BEEN ENLARGED FOR CLARITY. THE SYMBOLS HAVE BEEN PLOTTED AT THE CENTER OF THE FIELD LOCATION AND MAY NOT REPRESENT THE ACTUAL SIZE OR SHAPE OF THE FEATURE.

3) UTILITY INFORMATION SHOWN HEREON CONSTITUTES FIELD RECOVERY OF OBSERVED EVIDENCE OF UTILITIES. LOCATIONS OF UNDERGROUND UTILITIES/STRUCTURES MAY VARY FROM LOCATIONS SHOWN HEREON. ADDITIONAL BURIED UTILITIES/STRUCTURES, SUCH AS ELECTRICAL, TELEPHONE, CABLE TV AND PIPELINES, MAY BE ENCOUNTERED. NO EXCAVATIONS WERE MADE DURING THE PROGRESS OF THIS SURVEY TO LOCATE BURIED UTILITIES/STRUCTURES. FOR INFORMATION REGARDING BURIED UTILITIES/STRUCTURES OR BEFORE ANY EXCAVATION IS BEGUN, CONTACT THE APPROPRIATE AGENCIES FOR VERIFICATION OF UTILITY TYPE AND FOR FIELD LOCATION.

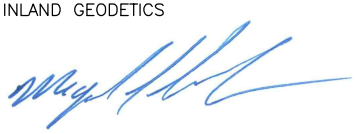
4) THE USE OF THE WORD CERTIFY OR CERTIFICATION ON THIS DOCUMENT ONLY CONSTITUTES AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THOSE FACTS OR FINDINGS WHICH ARE THE SUBJECT OF THE CERTIFICATION, AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EITHER EXPRESSED OR IMPLIED.

5) THE FOREGOING MAP AND SURVEY ON WHICH IT IS BASED IS ACCOMPANIED BY AND A PART OF SEPARATE METES AND BOUND DESCRIPTION OF THE SUBJECT TRACT.

6) REFERENCE IS HEREBY MADE TO THAT CERTAIN TITLE COMMITMENT (THE "TITLE COMMITMENT") ISSUED BY TEXAN TITLE INSURANCE COMPANY, UNDER GF NO. GT2402660, EFFECTIVE 03/26/2024, ISSUED 04/04/2024. THE EASEMENTS AND RESTRICTIONS LISTED ON SCHEDULE B OF THE TITLE COMMITMENT WERE REVIEWED BY THE SURVEYOR AND ARE SHOWN HEREON. SURVEYOR HAS RELIED UPON THE TITLE COMMITMENT AND MADE NO INDEPENDENT INQUIRY AS TO EASEMENTS AND RESTRICTIONS AFFECTING THE PROPERTY, OTHER THAN VISIBLE AND APPARENT EASEMENTS NOTED BY SURVEYOR DURING THE PREPARATION OF THE SURVEY AND REFLECTED HEREON.

I, MIGUEL A. ESCOBAR, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE ABOVE DESCRIPTION AND THE ACCOMPANYING SKETCH IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THE PROPERTY DESCRIBED HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND BETWEEN JULY 2020 AND SEPTEMBER 2022, UNDER THE DIRECT SUPERVISION OF M. STEPHEN TRUESDALE, LSLS, RPLS NO. 4933 (NOW RETIRED).

INLAND GEODETICS



MIGUEL A. ESCOBAR, L.S.L.S., R.P.L.S.
TEXAS REG. NO. 5630
1504 CHISHOLM TRAIL RD #103
ROUND ROCK, TX 78681
TBPELS FIRM NO. 10059100



SCHEDULE B:

1. RESTRICTIVE COVENANTS RECORDED IN:
DOCUMENT NO. 2000039127, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS.

10a. (NOT A SURVEY MATTER)

10b. ELECTRIC UTILITY EASEMENT AND COVENANT OF ACCESS DATED JANUARY 5, 2001, EXECUTED BY ALAN COINDREAU TO BARTLETT ELECTRIC COOPERATIVE, INC., RECORDED UNDER DOCUMENT NO. 2002073544, OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS. (THE LOCATION CANNOT BE DETERMINED FROM THE RECORD DOCUMENT)

10c. WATER UTILITY EASEMENT DATED AUGUST 20, 2020, TO SONTERRA MUNICIPAL UTILITY DISTRICT, RECORDED UNDER DOCUMENT NO. 2020113488, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (THE LOCATION IS SHOWN)

10d. ANY PORTION OF THE HEREIN DESCRIBED PROPERTY WHICH LIES WITHIN THE BOUNDARIES OF A ROAD OR ROADWAY.

10e. TERMS, PROVISIONS AND CONDITIONS OF ANY LEASES NOT OF RECORD.

10f. (NOT A SURVEY MATTER)

10g. (NOT A SURVEY MATTER)

10h. ALL VISIBLE AND APPARENT EASEMENTS AND ALL UNDERGROUND EASEMENTS, THE EXISTENCE OF WHICH MAY ARISE BY UNRECORDED GRANT OR BY USE.

10i. RIGHTS OF PARTIES IN POSSESSION.

PROJECT NO.: SLAN–001

12/05/2024

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
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PARCEL PLAT SHOWING PROPERTY OF
JARRELL 3001 LLC

WILLIAMSON COUNTY

PROJECT
C.R. 314

PARCEL 37
0.4664 AC.
20,317 SQ. FT.

S:\SEILER–LANKES\CR 314\4–DRAWINGS\PARCELS\PARCEL 37–JARRELL 3001 LLC\PARCEL 37 JARRELL 3001 LLC.DWG

EXHIBIT ____
PROPERTY DESCRIPTION

DESCRIPTION OF A 0.0687 ACRE (2,993 SQ. FT.) PARCEL OF LAND IN THE G. SCHNEIDER SURVEY, ABSTRACT NO. 579, AND IN THE A.A. LEWIS SURVEY, ABSTRACT NO. 384, IN WILLIAMSON COUNTY TEXAS, BEING A PART OF THAT CALLED 5.67 ACRE TRACT OF LAND, PURPORTED TO BE OUT OF THE G. SCHNEIDER SURVEY, ABSTRACT 580, DESCRIBED AS TRACT 2 IN SPECIAL WARRANTY DEED TO JARRELL 3001 LLC IN DOCUMENT NO. 2024003443, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, SAID 0.0687 ACRE (2,993 SQ. FT.) OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod with illegible plastic cap found (Grid Coordinates determined as N=10,266,547.47, E=3,162,327.08) on the existing northerly right of way (ROW) line of County Road 314 (C.R. 314)(variable ROW width) being the southeasterly corner of that called 10.08 acre tract of land described as Tract 1 in Special Warranty Deed to Jarrell 3001 LLC in Document No. 2024003443, said Official Public Records, said point being the southwesterly corner of said 5.67 acre tract, for the **POINT OF BEGINNING** and southwesterly corner of the herein described parcel;

1) **THENCE, N 21°45'57" W**, departing said existing northerly ROW line, with the common boundary line of said 10.08 acre tract and said 5.67 acre tract, a distance of **18.53 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 175+17.02, on the proposed northerly ROW line of C.R. 314 (variable ROW width), for the northwesterly corner of the herein described parcel, from which a 1/2 inch iron rod with illegible plastic cap found being the northwesterly corner of said 5.67 acre tract bears N 21°45'57" W, a distance of 611.92 feet;

THENCE, with said proposed northerly ROW line, through the interior of said 5.67 acre tract, the following two (2) courses:

2) **N 72°47'24" E,** a distance of **195.02 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 177+12.04, for the beginning of a tangent curve to the left;

3) with said curve to the left, having a radius of **3,792.00 feet**, a delta angle of **02°53'43"**, an arc length of **191.61 feet**, and a chord which bears **N 71°20'33" E**, a distance of **191.59 feet**, to a 5/8 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set, being 68.00 feet left of Engineer's baseline station 179+07.09, on the westerly ROW line of County Road 3001 (variable ROW width), same line being the easterly boundary line of said 5.67 acre tract, for the northeasterly corner of the herein described parcel, from which a 1/2 inch iron rod with plastic cap stamped "FOREST-1847" found being the northeasterly corner of said 5.67 acre tract bears N 21°00'51" W, a distance of 636.05 feet;

4**) THENCE, S 21°00'51" E**, departing said proposed northerly ROW line, with said westerly ROW line and said easterly boundary line, a distance of **0.23 feet** to a 1/2 inch iron rod found being the intersection of said existing northerly ROW line of C.R. 314 and said westerly ROW line of C.R. 3001, said point being the southeasterly corner of said 5.67 acre tract, for the southeasterly corner of the herein described parcel;

5) **THENCE, S 69°21'31" W,** with said existing northerly ROW line, same line being the southerly boundary line of said 5.67 acre tract, a distance of **385.79 feet** to the **POINT OF BEGINNING**, containing 0.0687 acres (2,993 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.

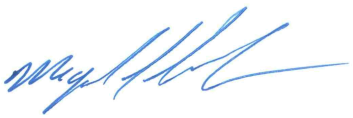
This property description is accompanied by a separate parcel plat.

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
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TBPELS Firm No. 10059100
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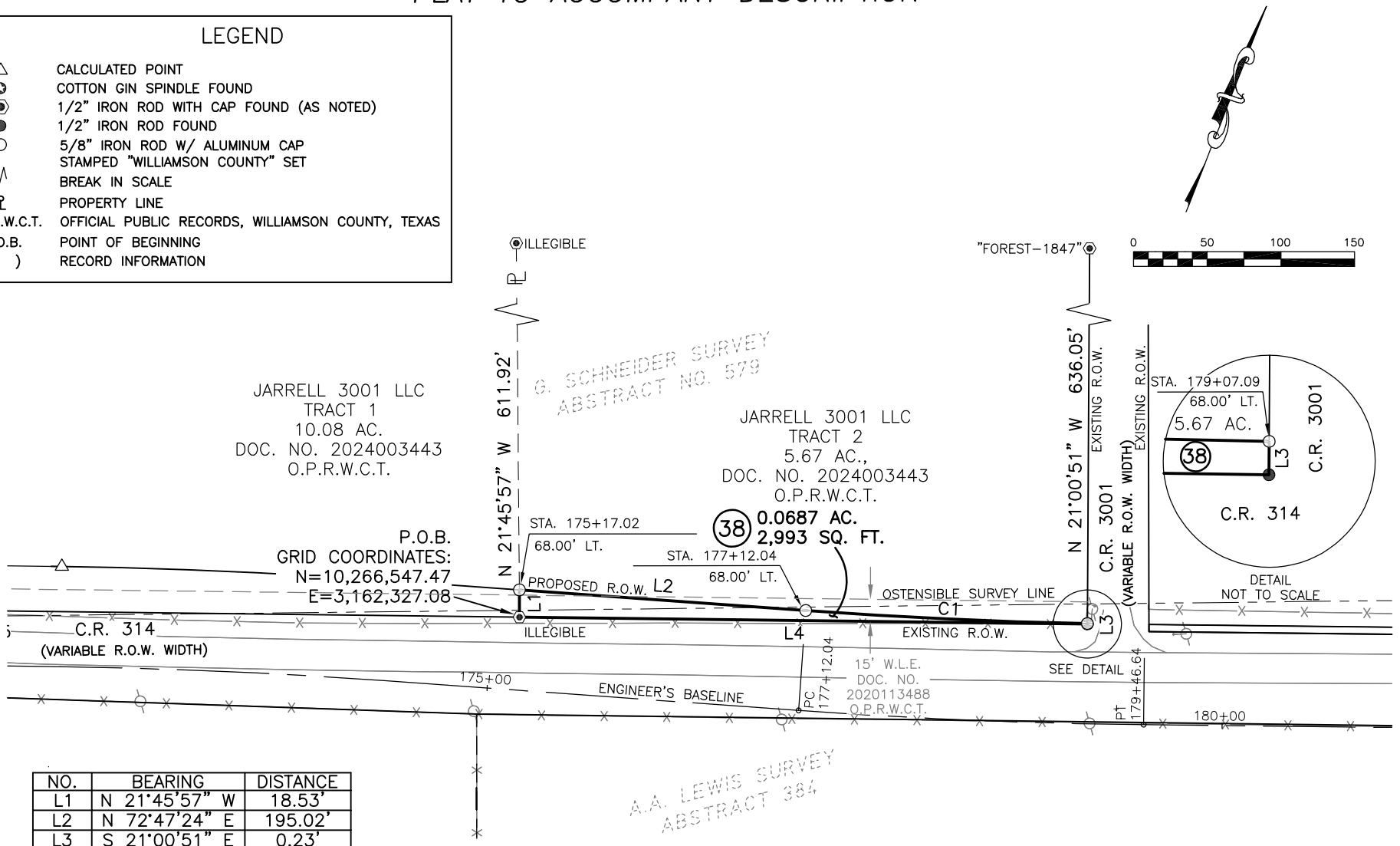
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EXHIBIT ___

PLAT TO ACCOMPANY DESCRIPTION

LEGEND

△	CALCULATED POINT
✪	COTTON GIN SPINDLE FOUND
⬢	1/2" IRON ROD WITH CAP FOUND (AS NOTED)
●	1/2" IRON ROD FOUND
○	5/8" IRON ROD W/ ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" SET
√	BREAK IN SCALE
℄	PROPERTY LINE
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS
P.O.B.	POINT OF BEGINNING
( )	RECORD INFORMATION



NO.	BEARING	DISTANCE
L1	N 21°45'57" W	18.53'
L2	N 72°47'24" E	195.02'
L3	S 21°00'51" E	0.23'
L4	S 69°21'31" W	385.79'

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	3,792.00'	2°53'43"	191.61'	N 71°20'33" E	191.59'

PROJECT NO.: SLAN-001

12/05/2024

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

JARRELL 3001 LLC

PARCEL 38
0.0687 AC.
2,993 SQ. FT.

SCALE		PROJECT
1" = 100'	WILLIAMSON COUNTY	C.R. 314

S:\SEILER-LANKES\CR 314\4-DRAWINGS\PARCELS\PARCEL 38 JARRELL 3001 LLC\PARCEL 38 JARRELL 3001 LLC.DWG

EXHIBIT ___

PLAT TO ACCOMPANY DESCRIPTION

NOTES:

1) BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE NAD83 (2011). COORDINATES SHOWN HEREON ARE GRID VALUES REPRESENTED IN U.S. SURVEY FEET. ALL DISTANCES SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET BASED ON A SURFACE-TO-GRID COMBINED ADJUSTMENT FACTOR OF 0.99985232.

2) THE SYMBOLS REFLECTED IN THE LEGEND AND ON THIS SURVEY MAY HAVE BEEN ENLARGED FOR CLARITY. THE SYMBOLS HAVE BEEN PLOTTED AT THE CENTER OF THE FIELD LOCATION AND MAY NOT REPRESENT THE ACTUAL SIZE OR SHAPE OF THE FEATURE.

3) UTILITY INFORMATION SHOWN HEREON CONSTITUTES FIELD RECOVERY OF OBSERVED EVIDENCE OF UTILITIES. LOCATIONS OF UNDERGROUND UTILITIES/STRUCTURES MAY VARY FROM LOCATIONS SHOWN HEREON. ADDITIONAL BURIED UTILITIES/STRUCTURES, SUCH AS ELECTRICAL, TELEPHONE, CABLE TV AND PIPELINES, MAY BE ENCOUNTERED. NO EXCAVATIONS WERE MADE DURING THE PROGRESS OF THIS SURVEY TO LOCATE BURIED UTILITIES/STRUCTURES. FOR INFORMATION REGARDING BURIED UTILITIES/STRUCTURES OR BEFORE ANY EXCAVATION IS BEGUN, CONTACT THE APPROPRIATE AGENCIES FOR VERIFICATION OF UTILITY TYPE AND FOR FIELD LOCATION.

4) THE USE OF THE WORD CERTIFY OR CERTIFICATION ON THIS DOCUMENT ONLY CONSTITUTES AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THOSE FACTS OR FINDINGS WHICH ARE THE SUBJECT OF THE CERTIFICATION, AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EITHER EXPRESSED OR IMPLIED.

5) THE FOREGOING MAP AND SURVEY ON WHICH IT IS BASED IS ACCOMPANIED BY AND A PART OF SEPARATE METES AND BOUND DESCRIPTION OF THE SUBJECT TRACT.

6) REFERENCE IS HEREBY MADE TO THAT CERTAIN TITLE COMMITMENT (THE "TITLE COMMITMENT") ISSUED BY TEXAN TITLE INSURANCE COMPANY, UNDER GF NO. GT2402660, EFFECTIVE 03/26/2024, ISSUED 04/04/2024. 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 NO. 2000039127, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS.

10a. (NOT A SURVEY MATTER)

10b. ELECTRIC UTILITY EASEMENT AND COVENANT OF ACCESS DATED JANUARY 5, 2001, EXECUTED BY ALAN COINDREAU TO BARTLETT ELECTRIC COOPERATIVE, INC., RECORDED UNDER DOCUMENT NO. 2002073544, OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS. (THE LOCATION CANNOT BE DETERMINED FROM THE RECORD DOCUMENT)

10c. WATER UTILITY EASEMENT DATED AUGUST 20, 2020, TO SONTERRA MUNICIPAL UTILITY DISTRICT, RECORDED UNDER DOCUMENT NO. 2020113488, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (THE LOCATION IS SHOWN)

10d. ANY PORTION OF THE HEREIN DESCRIBED PROPERTY WHICH LIES WITHIN THE BOUNDARIES OF A ROAD OR ROADWAY.

10e. TERMS, PROVISIONS AND CONDITIONS OF ANY LEASES NOT OF RECORD.

10f. (NOT A SURVEY MATTER)

10g. (NOT A SURVEY MATTER)

10h. ALL VISIBLE AND APPARENT EASEMENTS AND ALL UNDERGROUND EASEMENTS, THE EXISTENCE OF WHICH MAY ARISE BY UNRECORDED GRANT OR BY USE.

10i. RIGHTS OF PARTIES IN POSSESSION.

I, MIGUEL A. ESCOBAR, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE ABOVE DESCRIPTION AND THE ACCOMPANYING SKETCH IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THE PROPERTY DESCRIBED HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND BETWEEN JULY 2020 AND SEPTEMBER 2022, UNDER THE DIRECT SUPERVISION OF M. STEPHEN TRUESDALE, LSLS, RPLS NO. 4933 (NOW RETIRED).

INLAND GEODETICS

MIGUEL A. ESCOBAR, L.S.L.S., R.P.L.S.
TEXAS REG. NO. 5630
1504 CHISHOLM TRAIL RD #103
ROUND ROCK, TX 78681
TBPELS FIRM NO. 10059100



PROJECT NO.: SLAN-001

12/05/2024

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
JARRELL 3001 LLC

WILLIAMSON COUNTY

PROJECT
C.R. 314

PARCEL 38
0.0687 AC.
2,993 SQ. FT.

S:\SEILER-LANKES\CR 314\4-DRAWINGS\PARCELS\PARCEL 38 JARRELL 3001 LLC\PARCEL 38 JARRELL 3001 LLC.DWG

EXHIBIT “B”

EXHIBIT ____
PROPERTY DESCRIPTION

DESCRIPTION OF A 0.2420 ACRE (10,542 SQ. FT.) PARCEL OF LAND IN THE G. SCHNEIDER SURVEY, ABSTRACT NO. 579, IN WILLIAMSON COUNTY TEXAS, BEING A PART OF THAT CALLED 10.08 ACRE TRACT, PURPORTED TO BE OUT OF THE G. SCHNEIDER SURVEY, ABSTRACT 580, DESCRIBED AS TRACT 1 IN SPECIAL WARRANTY DEED TO JARRELL 3001 LLC IN DOCUMENT NO. 2024003443, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, SAID 0.2420 ACRE (10,542 SQ. FT.) OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2 inch iron rod found (Grid Coordinates determined as N=10,266,300.19, E=3,161,670.04) on the existing northerly right-of-way (ROW) line of County Road 314 (C.R. 314)(variable ROW width) being the southeasterly corner of that called 20.06 acre tract of land described in General Warranty Deed to Samuel S. Robinson and Stephanie Nicole Robinson in Document No. 2015101967, said Official Public Records, said point being the southwesterly corner of said 10.08 acre tract;

THENCE N 21°46’45” W, with the common boundary line of said 20.06 acre tract and said 10.08 acre tract, a distance of 31.53 feet to a 5/8 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set (Grid Coordinates determined as: N=10,266,329.46, E=3,161,658.34), being 68.00 feet left of Engineer’s baseline station 168+18.22, on the proposed northerly ROW line of C.R. 314 (variable ROW width), for the **POINT OF BEGINNING** and southwesterly corner of the herein described parcel;

1) **THENCE, N 21°46'45" W,** departing said proposed northerly ROW line, with said common boundary line of the 20.06 acre tract and the 10.08 acre tract, a distance of **15.00 feet** to a calculated point, for the northwesterly corner of the herein described parcel, from which a 1/2 inch iron rod with illegible plastic cap found being the northwesterly corner of said 10.08 acre tract bears N 21°46’45” W, a distance of 573.82 feet;

THENCE through the interior of said 10.08 acre tract, the following three (3) courses:

2) **N 69°30'27" E,** a distance of **391.78 feet** to a calculated point, for the beginning of a tangent curve to the right;

3) with said curve to the right, having a radius of **3,943.00 feet**, a delta angle of **03°16’57”**, an arc length of **225.90 feet**, and a chord which bears **N 71°08’55” E**, a distance of **225.87 feet** to a calculated point for a point of tangency;

4) **N 72°47'24" E,** a distance of **85.02 feet** to a calculated point in the westerly boundary line of that called 5.67 acre tract of land described as Tract 2 in Special Warranty Deed to Jarrell 3001 LLC recorded in Document No. 2024003443, said Official Public Records, same line being the easterly boundary line of said 10.08 acre tract, for the northeasterly corner of the herein described parcel, from which a 1/2 inch iron rod with illegible plastic cap found being the northeasterly corner of said 10.08 acre tract bears N 21°45'57" W, a distance of 596.92 feet;

5) **THENCE, S 21°45'57" E,** with the common boundary line of said 5.67 acre tract and said 10.08 acre tract, a distance of **15.05 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 175+17.02, on said proposed northerly ROW line, for the southeasterly corner of the herein described parcel;

THENCE, with said proposed northerly ROW line, through the interior of said 10.08 acre tract, the following three (3) courses:

6) **S 72°47'24" W**, a distance of **86.21 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 174+30.81, for the beginning of a tangent curve to the left;

7) with said curve to the left having a radius of **3,928.00 feet**, a delta angle of **03°16'57",** an arc length of **225.04 feet**, and a chord which bears **S 71°08'55" W**, a distance of **225.01 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 172+09.67, for a point of tangency;

8) **S 69°30'27" W,** a distance of **391.44 feet** to the **POINT OF BEGINNING**, having an area of 0.2420 acres (10,542 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

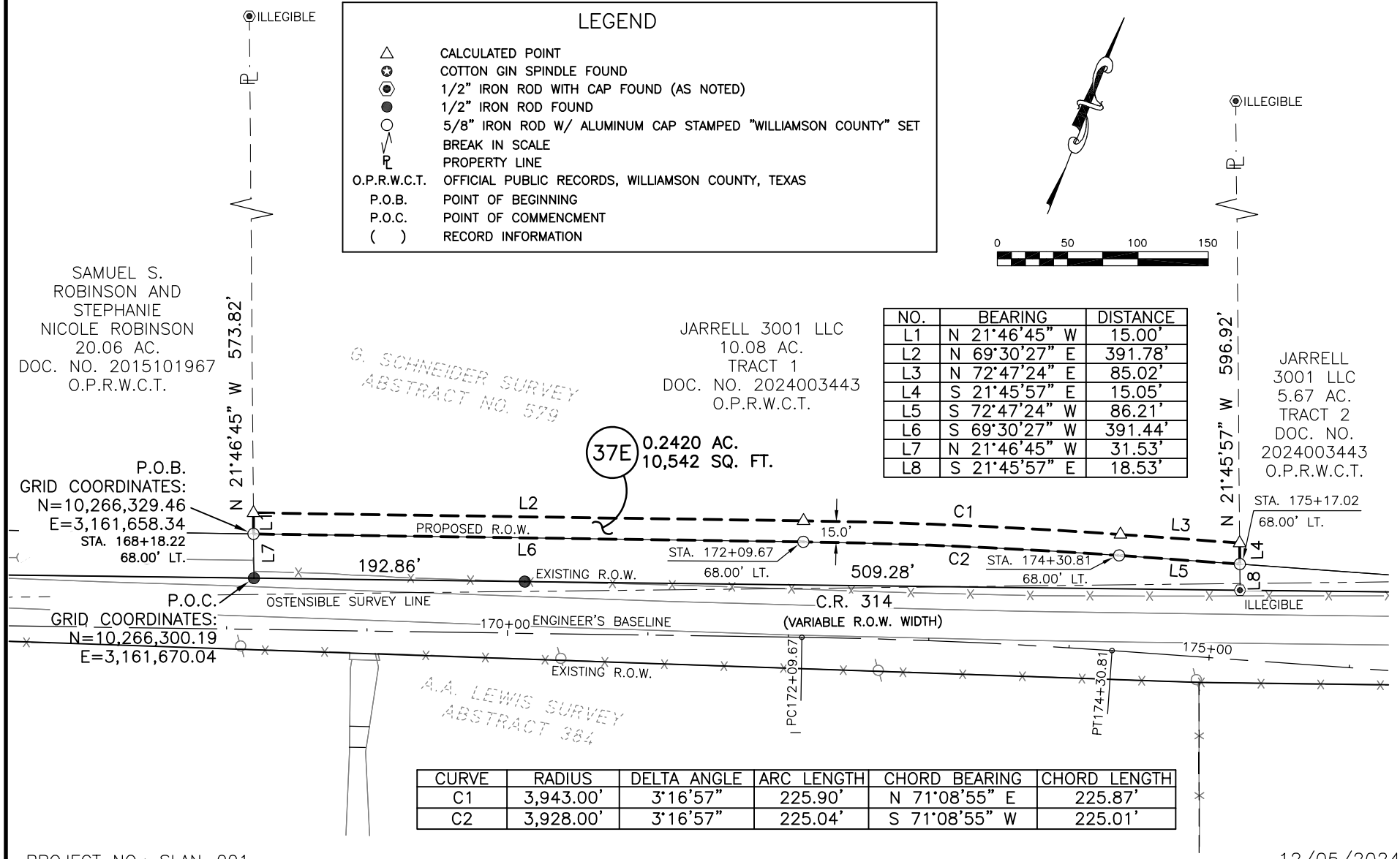




Miguel A. Escobar, L.S.L.S., R.P.L.S.
Texas Reg. No. 5630
1504 Chisholm Trail Rd #103
Round Rock, Tx 78681
TBPELS Firm No. 10059100
Project No: SLAN-001

EXHIBIT ___

PLAT TO ACCOMPANY DESCRIPTION



LEGEND

△	CALCULATED POINT
✪	COTTON GIN SPINDLE FOUND
⬢	1/2" IRON ROD WITH CAP FOUND (AS NOTED)
●	1/2" IRON ROD FOUND
○	5/8" IRON ROD W/ ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" SET
	BREAK IN SCALE
P.L.	PROPERTY LINE
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCMENT
( )	RECORD INFORMATION

NO.	BEARING	DISTANCE
L1	N 21°46'45" W	15.00'
L2	N 69°30'27" E	391.78'
L3	N 72°47'24" E	85.02'
L4	S 21°45'57" E	15.05'
L5	S 72°47'24" W	86.21'
L6	S 69°30'27" W	391.44'
L7	N 21°46'45" W	31.53'
L8	S 21°45'57" E	18.53'

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	3,943.00'	3°16'57"	225.90'	N 71°08'55" E	225.87'
C2	3,928.00'	3°16'57"	225.04'	S 71°08'55" W	225.01'

PROJECT NO.: SLAN-001

12/05/2024

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

JARRELL 3001 LLC

PARCEL 37E
0.2420 AC.
10,542 SQ. FT.

SCALE		PROJECT
1" = 100'	WILLIAMSON COUNTY	C.R. 314

S:\SEILER-LANKES\CR 314\4-DRAWINGS\PARCELS\PARCEL 37-JARRELL 3001 LLC\PARCEL 37E JARRELL 3001 LLC.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. GT2402660, EFFECTIVE 03/26/2024, ISSUED 04/04/2024. THE EASEMENTS AND RESTRICTIONS LISTED ON SCHEDULE B OF THE TITLE COMMITMENT WERE REVIEWED BY THE SURVEYOR AND ARE SHOWN HEREON. SURVEYOR HAS RELIED UPON THE TITLE COMMITMENT AND MADE NO INDEPENDENT INQUIRY AS TO EASEMENTS AND RESTRICTIONS AFFECTING THE PROPERTY, OTHER THAN VISIBLE AND APPARENT EASEMENTS NOTED BY SURVEYOR DURING THE PREPARATION OF THE SURVEY AND REFLECTED HEREON.

I, MIGUEL A. ESCOBAR, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE ABOVE DESCRIPTION AND THE ACCOMPANYING SKETCH IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THE PROPERTY DESCRIBED HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND BETWEEN JULY 2020 AND SEPTEMBER 2022, UNDER THE DIRECT SUPERVISION OF M. STEPHEN TRUESDALE, LSLS, RPLS NO. 4933 (NOW RETIRED).

INLAND GEODETICS



MIGUEL A. ESCOBAR, L.S.L.S., R.P.L.S.
TEXAS REG. NO. 5630
1504 CHISHOLM TRAIL RD #103
ROUND ROCK, TX 78681
TBPELS FIRM NO. 10059100



SCHEDULE B:

1. RESTRICTIVE COVENANTS RECORDED IN:
DOCUMENT NO. 2000039127, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS.

10a. (NOT A SURVEY MATTER)

10b. ELECTRIC UTILITY EASEMENT AND COVENANT OF ACCESS DATED JANUARY 5, 2001, EXECUTED BY ALAN COINDREAU TO BARTLETT ELECTRIC COOPERATIVE, INC., RECORDED UNDER DOCUMENT NO. 2002073544, OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS. (THE LOCATION CANNOT BE DETERMINED FROM THE RECORD DOCUMENT)

10c. WATER UTILITY EASEMENT DATED AUGUST 20, 2020, TO SONTERRA MUNICIPAL UTILITY DISTRICT, RECORDED UNDER DOCUMENT NO. 2020113488, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (THE LOCATION IS SHOWN)

10d. ANY PORTION OF THE HEREIN DESCRIBED PROPERTY WHICH LIES WITHIN THE BOUNDARIES OF A ROAD OR ROADWAY.

10e. TERMS, PROVISIONS AND CONDITIONS OF ANY LEASES NOT OF RECORD.

10f. (NOT A SURVEY MATTER)

10g. (NOT A SURVEY MATTER)

10h. ALL VISIBLE AND APPARENT EASEMENTS AND ALL UNDERGROUND EASEMENTS, THE EXISTENCE OF WHICH MAY ARISE BY UNRECORDED GRANT OR BY USE.

10i. RIGHTS OF PARTIES IN POSSESSION.

PROJECT NO.: SLAN–001

12/05/2024

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
JARRELL 3001 LLC

WILLIAMSON COUNTY

PROJECT
C.R. 314

PARCEL 37E
0.2420 AC.
10,542 SQ. FT.

S:\SEILER–LANKES\CR 314\4–DRAWINGS\PARCELS\PARCEL 37–JARRELL 3001 LLC\PARCEL 37E JARRELL 3001 LLC.DWG

EXHIBIT ____
PROPERTY DESCRIPTION

DESCRIPTION OF A 0.1332 ACRE (5,800 SQ. FT.) PARCEL OF LAND IN THE G. SCHNEIDER SURVEY, ABSTRACT NO. 579, AND IN THE A.A. LEWIS SURVEY, ABSTRACT NO. 384, IN WILLIAMSON COUNTY TEXAS, BEING A PART OF THAT CALLED 5.67 ACRE TRACT OF LAND, PURPORTED TO BE OUT OF THE G. SCHNEIDER SURVEY, ABSTRACT 580, DESCRIBED AS TRACT 2 IN SPECIAL WARRANTY DEED TO JARRELL 3001 LLC IN DOCUMENT NO. 2024003443, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, SAID 0.1332 ACRE (5,800 SQ. FT.) OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2 inch iron rod with illegible plastic cap found (Grid Coordinates determined as N=10,266,547.47, E=3,162,327.08) on the existing northerly right-of-way (ROW) line of County Road 314 (C.R. 314)(variable ROW width) being the southeasterly corner of that called 10.08 acre tract of land described as Tract 1 in Special Warranty Deed to Jarrell 3001 LLC in Document No. 2024003443, said Official Public Records, said point also being the southwesterly corner of said 5.67 acre tract;

THENCE, N 21°45'57" W, departing said existing northerly ROW line, with the common boundary line of said 10.08 acre tract and said 5.67 acre tract, a distance of 18.53 feet to a 5/8 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set (Grid coordinates determined as N=10,266,564.68, E=3,162,320.21), being 68.00 feet left of Engineer's baseline station 175+17.02, 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°45'57" W**, departing said proposed northerly ROW line, with said common boundary line of the 10.08 acre tract and the 5.67 acre tract, a distance **15.05 feet** to a calculated point, from which a 1/2 inch iron rod with illegible plastic cap found being the northwesterly corner of said 5.67 acre tract bears N 21°45'57" W, a distance of 596.92 feet;

THENCE, through the interior of said 5.67 acre tract, the following two (2) courses:

2) **N 72°47'24" E,** a distance of **196.22 feet** to a calculated point for the beginning of a tangent curve to the left;

3) with said curve to the left, having a radius of **3,777.00 feet**, a delta angle of **02°53'30"**, an arc length of **190.62 feet**, and a chord which bears **N 71°20'39" E**, a distance of **190.60 feet**, to a calculated point, on the westerly ROW line of County Road 3001 (variable ROW width), same line being the easterly boundary line of said 5.67 acre tract, for the northeasterly corner of the herein described parcel, from which a 1/2 inch iron rod with plastic cap stamped "FOREST-1847" found being the northeasterly corner of said 5.67 acre tract bears N 21°00'51" W, a distance of 621.05 feet;

4) **THENCE, S 21°00'51" E**, with said westerly ROW line and said easterly boundary line, a distance of **15.00 feet** to a 5/8 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set, being 68.00 feet left of Engineer's baseline station 179+07.09, on said proposed northerly ROW line, for the southeasterly corner of the herein described parcel, and the beginning of a non-tangent curve to the right from which a 1/2 inch iron rod found being the southeasterly corner of said 5.67 acre tract bears S 21°00'51" E, a distance of 0.23 feet;

THENCE, with said proposed northerly ROW line, through the interior of said 5.67 acre tract, the following two (2) courses:

5) with said curve to the right having a radius of **3,792.00 feet**, a delta angle of **02°53'43"**, an arc length of **191.61 feet**, and a chord which bears **S 71°20'33" W**, a distance of **191.59 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 177+12.04, for a point of tangency;

6) **THENCE, S 72°47'24" W** a distance of **195.02 feet** to the **POINT OF BEGINNING**, containing 0.1332 acres (5,800 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.

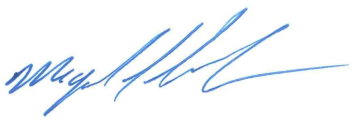
The use of the word certify or certification on this document only constitutes an expression of professional opinion regarding those facts or findings which are the subject of the certification, and does not constitute a warranty or guarantee, either expressed or implied.

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

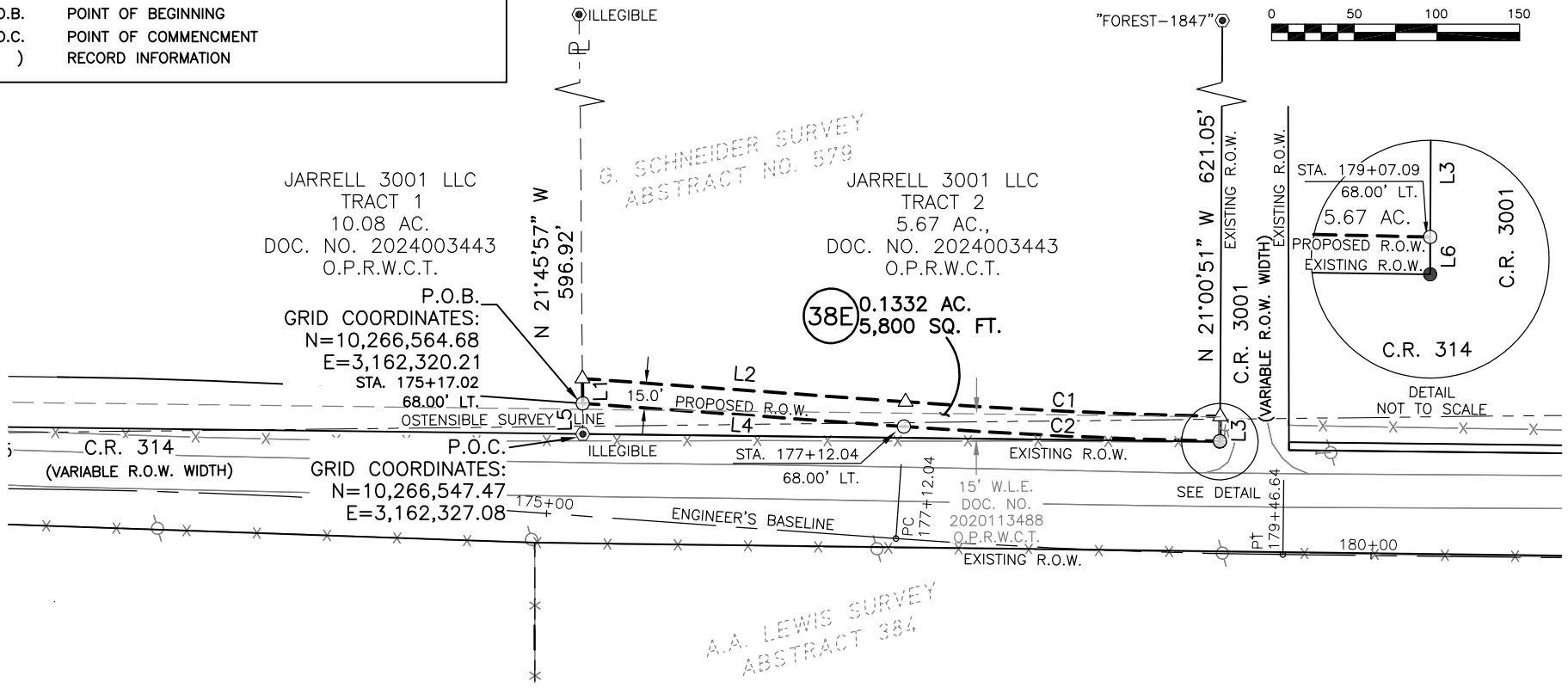
EXHIBIT ___

PLAT TO ACCOMPANY DESCRIPTION

LEGEND

△	CALCULATED POINT
✪	COTTON GIN SPINDLE FOUND
⬢	1/2" IRON ROD WITH CAP FOUND (AS NOTED)
●	1/2" IRON ROD FOUND
○	5/8" IRON ROD W/ ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" SET
√\	BREAK IN SCALE
℄	PROPERTY LINE
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCMENT
( )	RECORD INFORMATION

NO.	BEARING	DISTANCE
L1	N 21°45'57" W	15.05'
L2	N 72°47'24" E	196.22'
L3	S 21°00'51" E	15.00'
L4	S 72°47'24" W	195.02'
L5	N 21°45'57" W	18.53'
L6	S 21°00'51" E	0.23'



CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	3,777.00'	2°53'30"	190.62'	N 71°20'39" E	190.60'
C2	3,792.00'	2°53'43"	191.61'	S 71°20'33" W	191.59'

PROJECT NO.: SLAN-001

12/05/2024

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

JARRELL 3001 LLC

PARCEL 38E
0.1332 AC.
5,800 SQ. FT.

SCALE		PROJECT
1" = 100'	WILLIAMSON COUNTY	C.R. 314

S:\SEILER-LANKES\CR 314\4-DRAWINGS\PARCELS\PARCEL 38 JARRELL 3001 LLC\PARCEL 38E JARRELL 3001 LLC.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. GT2402660, EFFECTIVE 03/26/2024, ISSUED 04/04/2024. THE EASEMENTS AND RESTRICTIONS LISTED ON SCHEDULE B OF THE TITLE COMMITMENT WERE REVIEWED BY THE SURVEYOR AND ARE SHOWN HEREON. SURVEYOR HAS RELIED UPON THE TITLE COMMITMENT AND MADE NO INDEPENDENT INQUIRY AS TO EASEMENTS AND RESTRICTIONS AFFECTING THE PROPERTY, OTHER THAN VISIBLE AND APPARENT EASEMENTS NOTED BY SURVEYOR DURING THE PREPARATION OF THE SURVEY AND REFLECTED HEREON.

I, MIGUEL A. ESCOBAR, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE ABOVE DESCRIPTION AND THE ACCOMPANYING SKETCH IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THE PROPERTY DESCRIBED HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND BETWEEN JULY 2020 AND SEPTEMBER 2022, UNDER THE DIRECT SUPERVISION OF M. STEPHEN TRUESDALE, LSLS, RPLS NO. 4933 (NOW RETIRED).

INLAND GEODETICS

MIGUEL A. ESCOBAR, L.S.L.S., R.P.L.S.
TEXAS REG. NO. 5630
1504 CHISHOLM TRAIL RD #103
ROUND ROCK, TX 78681
TBPELS FIRM NO. 10059100



SCHEDULE B:

1. RESTRICTIVE COVENANTS RECORDED IN:
DOCUMENT NO. 2000039127, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS.

10a. (NOT A SURVEY MATTER)

10b. ELECTRIC UTILITY EASEMENT AND COVENANT OF ACCESS DATED JANUARY 5, 2001, EXECUTED BY ALAN COINDREAU TO BARTLETT ELECTRIC COOPERATIVE, INC., RECORDED UNDER DOCUMENT NO. 2002073544, OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS. (THE LOCATION CANNOT BE DETERMINED FROM THE RECORD DOCUMENT)

10c. WATER UTILITY EASEMENT DATED AUGUST 20, 2020, TO SONTERRA MUNICIPAL UTILITY DISTRICT, RECORDED UNDER DOCUMENT NO. 2020113488, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (THE LOCATION IS SHOWN)

10d. ANY PORTION OF THE HEREIN DESCRIBED PROPERTY WHICH LIES WITHIN THE BOUNDARIES OF A ROAD OR ROADWAY.

10e. TERMS, PROVISIONS AND CONDITIONS OF ANY LEASES NOT OF RECORD.

10f. (NOT A SURVEY MATTER)

10g. (NOT A SURVEY MATTER)

10h. ALL VISIBLE AND APPARENT EASEMENTS AND ALL UNDERGROUND EASEMENTS, THE EXISTENCE OF WHICH MAY ARISE BY UNRECORDED GRANT OR BY USE.

10i. RIGHTS OF PARTIES IN POSSESSION.

PROJECT NO.: SLAN-001

12/05/2024

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
JARRELL 3001 LLC

WILLIAMSON COUNTY

PROJECT
C.R. 314

PARCEL 38E
0.1332 AC.
5,800 SQ. FT.

S:\SEILER-LANKES\CR 314\4-DRAWINGS\PARCELS\PARCEL 38 JARRELL 3001 LLC\PARCEL 38E JARRELL 3001 LLC.DWG

EXHIBIT “B-1”

IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

WATER LINE EASEMENT

STATE OF TEXAS
COUNTY OF WILLIAMSON

EFFECTIVE DATE: _____, 2024

GRANTOR: **JARRELL 3001, LLC**

GRANTOR'S MAILING ADDRESS:

2899 Cedar Hollow Road
Georgetown, Texas 78628

GRANTEE: **SONTERRA MUNICIPAL UTILITY DISTRICT**, a political subdivision of the State of Texas

GRANTEE'S MAILING ADDRESS:

c/o Armbrust & Brown, PLLC
100 Congress Avenue, Suite 1300
Austin, Travis County, Texas 78701

CONSIDERATION: Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

LIENHOLDER(S):

LIENHOLDER'S MAILING ADDRESS (including County):

EASEMENT TRACT:

The 0.3752-acre tract or parcel of land located in Williamson County, Texas, more fully described on **Exhibit "A"** attached hereto and made a part hereof for all purposes (the "*Easement Tract*").

Grantor, for the consideration paid to Grantor, hereby grants, sells, and conveys to Grantee, its successors and assigns, a non-exclusive, perpetual easement for the purposes of placing, constructing, operating, repairing, maintaining, rebuilding, replacing, relocating and removing or causing to be placed, constructed, operated, repaired, maintained, rebuilt, replaced,

relocated and removed water lines and related facilities, appurtenances, structures or improvements as may be necessary or useful for the provision of water utility services (collectively, the "*Facilities*") in, upon, under and across the Easement Tract; making connections to the Facilities; maintaining the Easement Tract by clearing and removing vegetation and debris; and for access related to such purposes (the "*Water Easement*").

The Water Easement will be non-exclusive; however, (a) no permanent structure may be constructed on the surface of the Easement Tract; (b) Grantor may not use the Easement Tract in any manner or grant any other easement or conflicting rights on, over, across, or under the Easement Tract that interferes or is inconsistent with or prevents the use of the Water Easement by Grantee as contemplated herein; and (c) Grantee will have no obligation to restore or replace any landscaping or other improvements installed or placed on, over, or under the Easement Tract that are removed, damaged, or destroyed as a result of Grantee's use of the Water Easement as contemplated herein.

TO HAVE AND TO HOLD the Water Easement, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee and Grantee's successors and assigns forever; and Grantor does hereby bind Grantor, and Grantor's heirs, legal representatives, successors and assigns to WARRANT AND FOREVER DEFEND all and singular the Water Easement unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

(The remainder of this page has been intentionally left blank, and the signature page or pages follow.)

GRANTOR(s): JARRELL 3001, LLC

By: _____

Name: _____

Title: _____

THE STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the ___ day of _____, 2024 by _____.

_____
Notary Public Signature

(SEAL)

AFTER RECORDING, PLEASE RETURN TO:

Carter Dean
Armbrust & Brown, PLLC
100 Congress Ave., Ste. 1300
Austin, Texas 78701

CONSENT AND SUBORDINATION OF LIENHOLDER

_____ ("*Lender*"), is the present legal and equitable owner and holder of certain indebtedness of _____ ("*Borrower*"), secured by, among other things, the liens granted in a Deed of Trust dated _____, from Borrower to _____, Trustee, recorded under Document No. _____, Official Public Records of Williamson County, Texas (the "*Lien*").

Lender hereby joins in this Water Line Easement (the "*Easement*") for the sole purpose of consenting to the Easement and subordinating the Lien and all other liens it may have secured such indebtedness to the Easement. The undersigned has the authority to execute this Consent and Subordination of Lienholder on behalf of Lender and represents, in that regard, that all corporate action has been taken by Lender to make this a binding Consent and Subordination of Lienholder.

LENDER:

By: _____

Name: _____

Title: _____

THE STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the ___ day of _____, 2024 by _____.

_____
Notary Public Signature

(SEAL)

Commissioners Court - Regular Session **48.**

Meeting Date: 03/11/2025

Corridor J1 Donation Deed

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on the acceptance of a donation deed from Solana Development, LP, a Delaware limited partnership, for 12.594 acres needed as right of way on the Corridor J1 project. Funding: Bonds P584

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Deed

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/06/2025 05:16 PM
Form Started By: Charlie Crossfield		Started On: 03/05/2025 04:15 PM
Final Approval Date: 03/06/2025		

DONATION DEED
Corridor J1 Right of Way

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That **SOLANA DEVELOPMENT, LP, a Delaware limited partnership**, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Donate, Sell and Convey unto **WILLIAMSON COUNTY, TEXAS**, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows (the "Property"):

> Being a 12.594 acre parcel of land out of the Elisha Davis Survey, Abstract No. 127, in Williamson County, Texas; said parcel of land being more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof.

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property, to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of public roadway facilities and related appurtenances.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantor bur not otherwise.

IN WITNESS WHEREOF, this instrument is executed on this the ___ day of _____, 2025.

[signature on following page]

GRANTOR:

SOLANA DEVELOPMENT, LP,
a Delaware limited partnership

By: _____

Name: ANDREW BEAMS

Its: AUTHORIZED AGENT

ACKNOWLEDGMENT

STATE OF ~~TEXAS~~ Arizona §
§
COUNTY OF Maricopa §

This instrument was acknowledged before me on this the 28th day of February, 2025 by Andrew Beams in the capacity and for the purposes and consideration recited therein.

MARY E WESNOSKI
Notary Public - Arizona
Maricopa County
Commission # 621884
My Comm. Expires Mar 16, 2026

Mary E Wesnoski
Notary Public, State of ~~Texas~~ Arizona

ACCEPTED:

WILLIAMSON COUNTY, TEXAS

By:_____
Bill Gravell, Jr., County Judge

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on _____2025 by County Judge Bill Gravell, Jr. in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:
Sheets & Crossfield, PLLC
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:
Williamson County, Texas
Attn: County Auditor
710 Main Street, Suite 101
Georgetown, Texas 78626

AFTER RECORDING RETURN TO:

EXHIBIT "A"

County: Williamson
Project: Corridor J1
Tax ID: R012129
Parcel: Solana Development, LP ROW PARCEL - 12.594 acre tract

METES AND BOUNDS DESCRIPTION

FOR A 12.594 ACRE TRACT OF LAND SITUATED IN THE ELISHA DAVIS SURVEY, ABSTRACT NO. 172, WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION OF THE CALLED 5871.434 ACRE TRACT OF LAND CONVEYED TO SOLANA DEVELOPMENT, LP, RECORDED IN DOCUMENT NO. 2024002963 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 12.594 ACRE TRACT OF LAND BEING SURVEYED ON THE GROUND BY DIAMOND SURVEYING DURING THE MONTH OF JANUARY 2025, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a cotton gin spindle found (Grid Coordinates: N= 10283986.35, E= 3145393.79) monumenting the most southerly southwest corner of said 5871.434 acre Solana Development, LP tract and the southeast corner of the called 117.98 acre tract of land (Tract 2) conveyed to John Schuler and Rachel Schuler, recorded in Document No. 2017090693 of the Official Public Records of Williamson County, Texas, same being on the existing north right-of-way line of County Road 344 (right-of-way width varies), from which a cotton gin spindle found monumenting an angle point of the south boundary line of said 5871.434 acre Solana Development, LP tract and said north right-of-way line of County Road 344, bears N 11°58'03" E for a distance of 64.03 feet;

THENCE, N 21°28'25" W with the westerly boundary line of said 5871.434 acre Solana Development, LP tract and the east boundary line of said 117.98 acre Schuler tract for a distance of 2575.39 feet to a 5/8" iron rod set with aluminum cap marked "WILLIAMSON COUNTY" (Grid Coordinates: N= 10286382.69, E= 3144451.12), for the southwest corner and **POINT OF BEGINNING** hereof and being 200.00 feet right of Corridor J1 Engineer's Baseline Station 3411+31.70;

THENCE, **N 21°28'25" W** with said westerly boundary line of the 5871.434 acre Solana Development, LP tract and said east boundary line of the 117.98 acre Schuler tract, for a distance of **401.57 feet** to a calculated point in 12" cedar tree, for the northwest corner hereof and being 195.00 feet left of Corridor J1 Engineer's Baseline Station 3410+59.35, from which a 1/2" iron rod found monumenting the northeast corner of said 117.98 acre Schuler tract and the southeast corner of the called 60 acre tract of land (Second Tract) conveyed to Robert Burns Thomas and Samuel Ike Thomas as Trustees of the Robert Oliver Thomas Trust, recorded in Document No. 2008061054 of the Official Public Records of Williamson County, Texas, same being on said westerly boundary line of the 5871.434 acre Solana Development, LP tract, bears N 21°28'25" W for a distance of 433.59 feet;

THENCE, through the interior of said 5871.434 acre Solana Development, LP tract, the following five (5) courses and distances:

County: Williamson
Project: Corridor J1
Tax ID: R012129
Parcel: Solana Development, LP ROW PARCEL - 12.594 acre tract

1. With a curve to the left an arc length of **209.77 feet**, said curve having a radius of **13947.00 feet**, a delta angle of **0°51'42"** and a chord which bears **N 78°37'23" E** for a distance of **209.77 feet** to a 5/8" iron rod set with aluminum cap marked "WILLIAMSON COUNTY" on the end of this curve and being 195.00 feet left of Corridor J1 Engineer's Baseline Station 3412+72.05;

2. **N 78°11'32" E** for a distance of **261.83 feet** to a 5/8" iron rod set with aluminum cap marked "WILLIAMSON COUNTY" on the beginning of a curve to the right and being 195.00 feet left of Corridor J1 Engineer's Baseline Station 3415+33.88;

3. With said curve to the right an arc length of **272.28 feet**, said curve having a radius of **8617.00 feet**, a delta angle of **1°48'37"** and a chord which bears **N 79°05'51" E** for a distance of **272.27 feet** to a 5/8" iron rod set with aluminum cap marked "WILLIAMSON COUNTY, on the end of this curve and being 195.00 feet left of Corridor J1 Engineer's Baseline Station 3418+00;

4. **N 09°59'50" W** for a distance of **10.00 feet** to a 5/8" iron rod set with aluminum cap marked "WILLIAMSON COUNTY" and being 205.00 feet left of Corridor J1 Engineer's Baseline Station 3418+00;

5. With a curve to the right an arc length of **622.85 feet**, said curve having a radius of **8627.00 feet**, a delta angle of **4°08'12"** and a chord which bears **N 82°04'16" E** for a distance of **622.71 feet** to a 5/8" iron rod set with aluminum cap marked "WILLIAMSON COUNTY" on the end of this curve, same being on a point in the easterly boundary line of said 5871.434 acre Solana Development, LP tract and the west boundary line of the called 110.51 acre tract of land conveyed to Nelda Annette Hill and husband, Robert Hicks Hill, III, recorded in Document No. 2008000103 of the Official Public Records of Williamson County, Texas, for the northeast corner hereof and being 205.00 feet left of Corridor J1 Engineer's Baseline Station 3424+08.05, from which an iron rod found with cap marked "CUDE" monumenting an angle point of said easterly boundary line of the 5871.434 acre Solana Development, LP tract and the west boundary line of the called 134.83 acre tract of land conveyed to Nelda Annette Hill and husband, Robert Hicks Hill, III, recorded in Document No. 2008000104 of the Official Public Records of Williamson County, Texas, bears N 22°16'51" W for a distance of 2969.07 feet;

THENCE, **S 22°16'51" E** with said easterly boundary line of the 5871.434 acre Solana Development, LP tract and said west boundary line of the 110.51 acre Hill tract, for a distance of **423.13 feet** to a 5/8" iron rod set with aluminum cap marked "WILLIAMSON COUNTY" for the southeast corner hereof and being 200.00 feet right of Corridor J1 Engineer's Baseline Station 3425+30.57, from which a 1/2" iron rod found monumenting

County: Williamson
Project: Corridor J1
Tax ID: R012129
Parcel: Solana Development, LP ROW PARCEL - 12.594 acre tract

an interior ell corner of said 5871.434 acre Solana Development, LP tract and an exterior ell corner of said 110.51 acre Hill tract, bears S 22°16'51" E for a distance of 1021.78 feet;

THENCE, through the interior of said 5871.434 acre Solana Development, LP tract, the following three (3) courses and distances:

1. With a curve to the left an arc length of **973.02 feet**, said curve having a radius of **8222.00 feet**, a delta angle of **6°46'50"** and a chord which bears **S 81°34'57" W** for a distance of **972.45 feet** to a 5/8" iron rod set with aluminum cap marked "WILLAMSON COUNTY" on the end of this curve and being 200.00 feet right of Corridor J1 Engineer's Baseline Station 3415+33.88;

2. **S 78°11'32" W** for a distance of **261.83 feet** to a 5/8" iron rod set with aluminum cap marked "WILLIAMSON COUNTY" on the beginning of a curve to the right and being 200.00 feet right of Corridor J1 Engineer's Baseline Station 3412+72.05;

3. With said curve to the right an arc length of **142.34 feet**, said curve having a radius of **14342.00 feet**, a delta angle of **0°34'07"** and a chord which bears **S 78°28'36" W** for a distance of **142.34 feet** to the **POINT OF BEGINNING** hereof and containing 12.594 acres of land more or less.

Bearing Basis: NAD-83, Texas Central Zone (4203) State Plane System. Distances shown hereon are surface distances based on a combined surface adjustment factor of 1.00012.

A drawing has been prepared to accompany this metes and bounds description.

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NUMBER 10006900

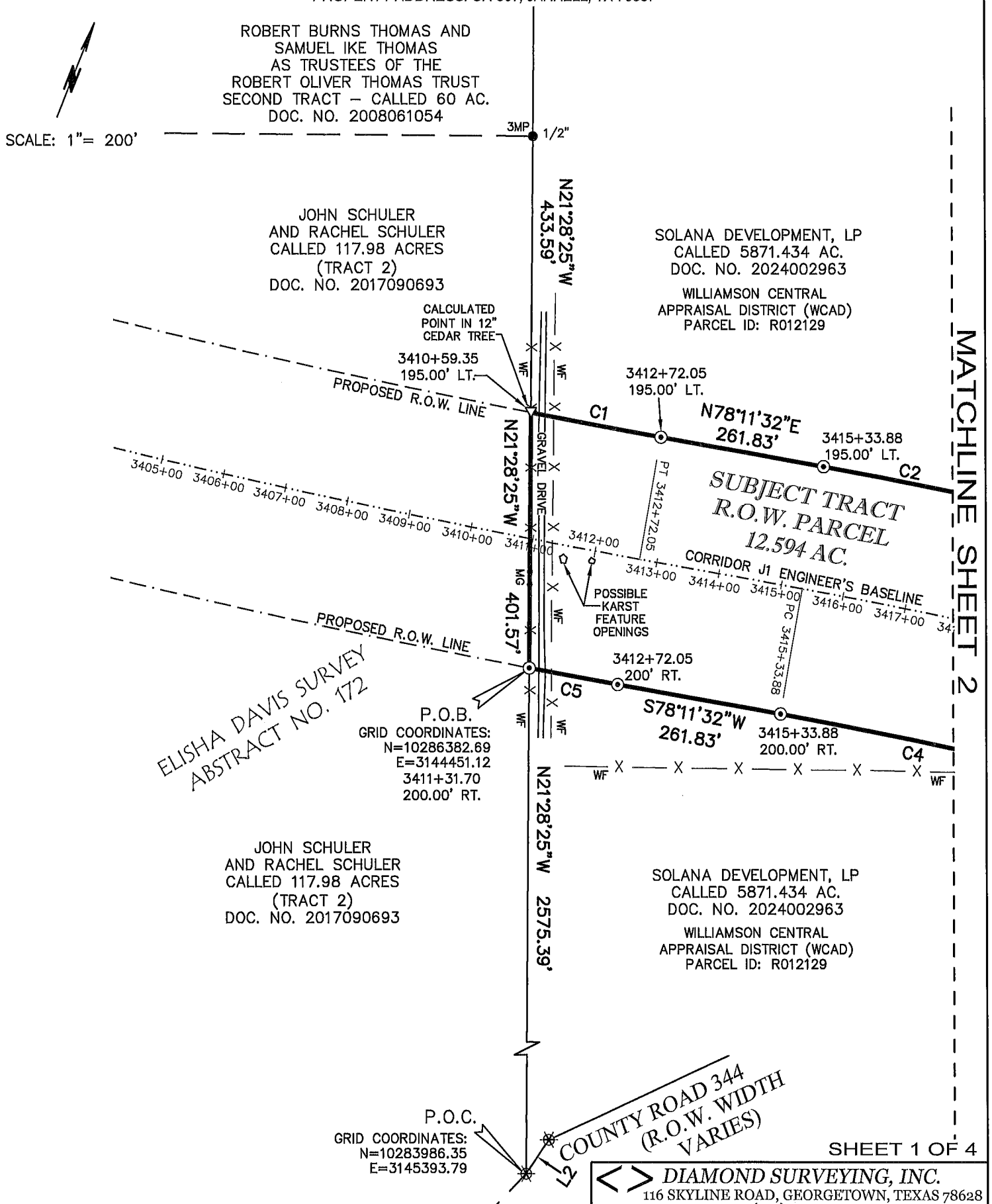
January 28, 2025

SHANE SHAFER, R.P.L.S. NO. 5281 DATE

STATE OF TEXAS
REGISTERED
SHANE SHAFER
5281
PROFESSIONAL
LAND SURVEYOR

Z:\WCRB___2024 WCRB WA-4 ON-CALL ROW TRACTS HNTB 2024-101\2024-101D - CORRIDOR J 2024-101D_FINAL ROW PARCELS\CORRIDOR J1 SOLANA DEVELOPMENT FINAL ROW PARCEL M&B 20250128.doc

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 12.594 ACRE TRACT OF LAND SITUATED IN THE ELISHA DAVIS SURVEY, ABSTRACT NO. 172, WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION OF THE CALLED 5871.434 ACRE TRACT OF LAND CONVEYED TO SOLANA DEVELOPMENT, LP, RECORDED IN DOCUMENT NO. 2024002963 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
PROPERTY ADDRESS: CR 307, JARRELL, TX 76537

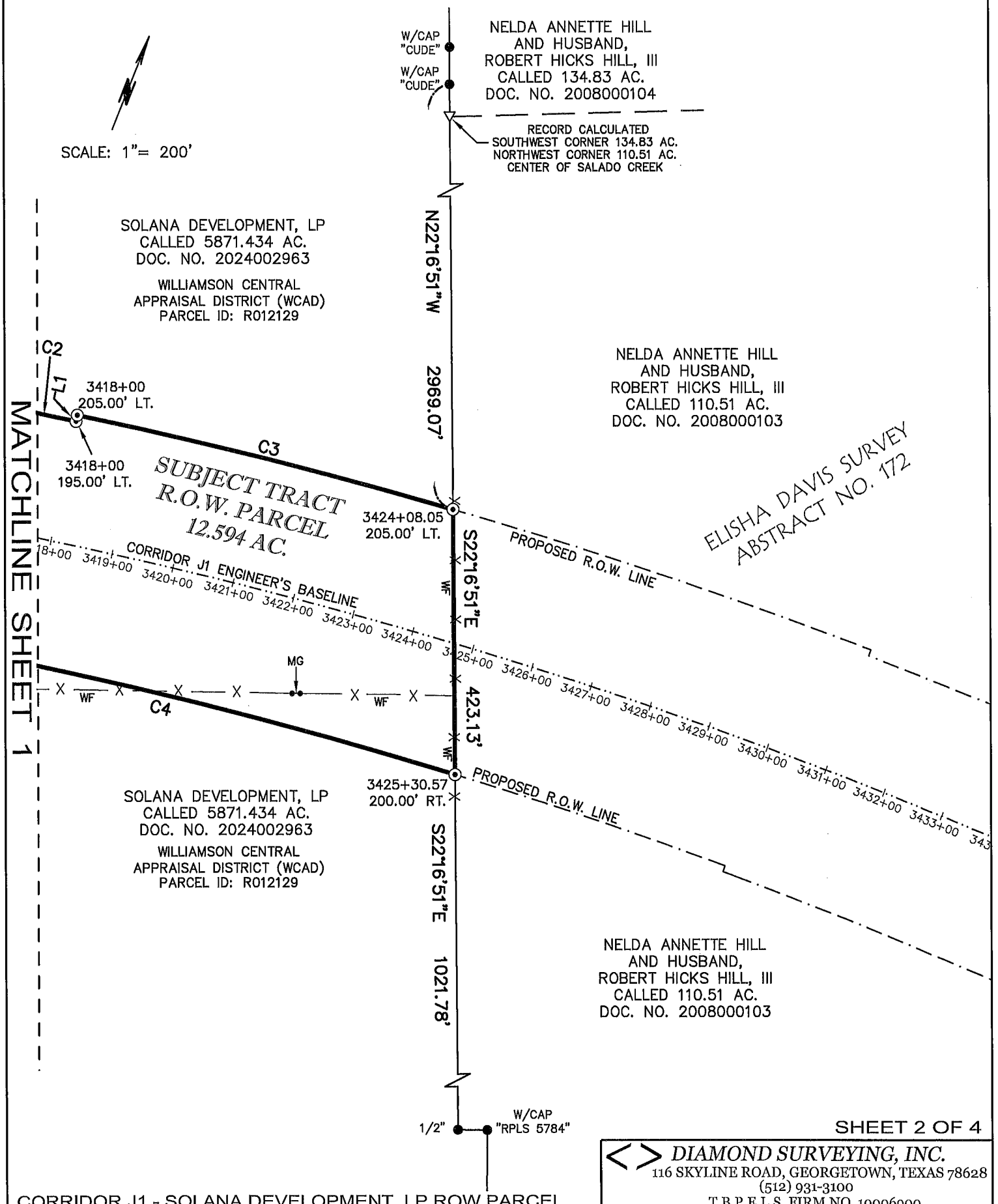


SHEET 1 OF 4

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NO. 10006900

CORRIDOR J1 - SOLANA DEVELOPMENT, LP ROW PARCEL

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 12.594 ACRE TRACT OF LAND SITUATED IN THE ELISHA DAVIS SURVEY, ABSTRACT NO. 172, WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION OF THE CALLED 5871.434 ACRE TRACT OF LAND CONVEYED TO SOLANA DEVELOPMENT, LP, RECORDED IN DOCUMENT NO. 2024002963 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
PROPERTY ADDRESS: CR 307, JARRELL, TX 76537



SHEET 2 OF 4

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NO. 10006900

CORRIDOR J1 - SOLANA DEVELOPMENT, LP ROW PARCEL

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 12.594 ACRE TRACT OF LAND SITUATED IN THE ELISHA DAVIS SURVEY, ABSTRACT NO. 172, WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION OF THE CALLED 5871.434 ACRE TRACT OF LAND CONVEYED TO SOLANA DEVELOPMENT, LP, RECORDED IN DOCUMENT NO. 2024002963 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
PROPERTY ADDRESS: CR 307, JARRELL, TX 76537

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N09°59'50"W	10.00'
L2	N11°58'03"E	64.03'

CURVE TABLE					
CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	13947.00'	209.77'	0°51'42"	N78°37'23"E	209.77'
C2	8617.00'	272.28'	1°48'37"	N79°05'51"E	272.27'
C3	8627.00'	622.85'	4°08'12"	N82°04'16"E	622.71'
C4	8222.00'	973.02'	6°46'50"	S81°34'57"W	972.45'
C5	14342.00'	142.34'	0°34'07"	S78°28'36"W	142.34'

LEGEND

●	IRON ROD FOUND
⊛	COTTON GIN SPINDLE FOUND
⊙	5/8" IRON ROD SET WITH ALUMINUM CAP MARKED "WILLIAMSON COUNTY"
▽	CALCULATED POINT
•3MP	3" METAL POST
—— x —— x —— x ——	WIRE FENCE (WF)
—— — · — — · ——	PROPOSED RIGHT-OF-WAY LINE
—— · · — · · — · · ——	ENGINEER'S BASELINE
MG	METAL GATE
R.O.W.	PROPOSED RIGHT-OF-WAY
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NO. 10006900

CORRIDOR J1 - SOLANA DEVELOPMENT, LP ROW PARCEL

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 12.594 ACRE TRACT OF LAND SITUATED IN THE ELISHA DAVIS SURVEY, ABSTRACT NO. 172, WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION OF THE CALLED 5871.434 ACRE TRACT OF LAND CONVEYED TO SOLANA DEVELOPMENT, LP, RECORDED IN DOCUMENT NO. 2024002963 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
PROPERTY ADDRESS: CR 307, JARRELL, TX 76537

NOTES:

1) BEARING BASIS: NAD-83, TEXAS CENTRAL ZONE (4203) STATE PLANE SYSTEM. DISTANCES SHOWN HEREON ARE SURFACE DISTANCES BASED ON A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00012.

2) ALL DOCUMENTS LISTED HEREON ARE RECORDED IN THE OFFICE OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

3) THE TRACT SHOWN HEREON LIES WITH IN ZONE 'X' (NO SCREEN) AREAS OF MINIMAL FLOOD HAZARD, ACCORDING TO THE FLOOD INSURANCE RATE MAP NO. 48491C0125F, FOR WILLIAMSON COUNTY, TEXAS, WITH AN EFFECTIVE DATE OF DECEMBER 20, 2019.

4) THE PROPOSED RIGHT-OF-WAY LINES SHOWN HEREON ARE PER FILE "CORRIDORJ1_RD-CM-ROW-ESMT-PROP.DGN" AND THE ENGINEERS BASELINE SHOWN HEREON IS PER FILE "CORRIDOR_RD_ALIGN_ML", BOTH FILES RECEIVED FROM HNTB ON OCTOBER 16, 2024

SURVEYOR TRANSLATED PROPOSED RIGHT-OF-WAY LINES AND BASELINE FROM BASELINE STATION PT 3303+85.65, GRID COORDINATES: N:10286114.89 E:3133687.44 TO SURFACE COORDINATES: N:10287349.22 E:3134063.48, BASED ON THE COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00012.

TITLE COMMITMENT NOTES:

Only those easements and restrictions listed in Schedule B of Chicago Title Insurance Company, Commitment for Title Insurance (T-7) GF No: cta-04-CTA2500051, which bears an Effective Date January 6, 2025 and an Issued Date of January 10, 2025 were reviewed by the Surveyor. No other easement record research was performed by Diamond Surveying, Inc.

10h. Electric easement rendered in Award dated June 30, 1972 recorded under Document No. 2018031897 of the Official Public Records of Williamson County, Texas. Not a part of the Subject Tract.

10i. Electric utility easement granted to Bartlett Electric Cooperative, Inc., by Instrument dated April 14, 2022, recorded under Document No. 2022084106 of the Official Public Records of Williamson County, Texas. Not a part of the Subject Tract.

To: Williamson County, Texas and Chicago Title Insurance Company, exclusively.

I, Shane Shafer, Registered Professional Land Surveyor in the State of Texas, hereby certify that this drawing represents a survey made on the ground under my direct supervision completed on January 22, 2025 At the time of this survey there were no encroachments, conflicts or protrusions apparent on the ground, EXCEPT AS SHOWN. This survey substantially complies with the standards for a CATEGORY 1A, CONDITION IV LAND TITLE SURVEY per the current Manual of Practice for Land Surveying in the State of Texas, Issued by the Texas Society of Professional Surveyors. USE OF THIS SURVEY BY OTHER PARTIES SHALL BE AT THEIR OWN RISK AND UNDERSIGNED SURVEYOR IS NOT RESPONSIBLE FOR ANY LOSS RESULTING THEREFROM.

JANUARY 28, 2025

SHANE SHAFER, R.P.L.S. NO. 5281 DATE

STATE OF TEXAS
REGISTERED
SHANE SHAFER
5281
PROFESSIONAL
LAND SURVEYOR

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NO. 10006900

CORRIDOR J1 - SOLANA DEVELOPMENT, LP ROW PARCEL

Commissioners Court - Regular Session **49.**

Meeting Date: 03/11/2025

Hero Way Assignment of Contract and Utility Joint Use Agreement

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an Assignment of Real Estate Contract and a Utility Joint Use Agreement with Roger Beasley Mazda, Inc., a Texas Corporation, and Roger Beasley Imports, Inc., a Texas Corporation, related to 3.688 acres needed as right of way for the Hero Way project (Parcel 301) . Funding TANS P588

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

contract

Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/06/2025 05:16 PM
Form Started By: Charlie Crossfield		Started On: 03/05/2025 04:18 PM
Final Approval Date: 03/06/2025		

ASSIGNMENT OF REAL ESTATE CONTRACT

Hero Way Right of Way

THIS ASSIGNMENT, made and entered into by and between **ROGER BEASLEY MAZDA, INC., a Texas Corporation**, (hereinafter referred to as "Assignor"), and **ROGER BEASLEY IMPORTS, INC., a Texas corporation** (hereinafter referred to as "Assignee");

RECITALS

1. Pursuant to a certain Real Estate Sale Contract, effective December 20, 2023, between Assignor, as Seller, and **WILLIAMSON COUNTY, TEXAS.**, as Purchaser, and any amendments (said agreement being hereinafter referred to as the "Contract"), Assignor acquired certain rights to sell certain real property located in the **City of Leander, Williamson County, Texas**, and being more particularly described in the Contract;

2. Assignor desires to assign such rights and to delegate its obligations under the Contract to Assignee and Assignee desires to accept such assignment and to assume such delegated obligations;

NOW, THEREFORE, in consideration of the sum of One and 00/100 Dollars ($1.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. ASSIGNMENT OF CONTRACT.

Assignor hereby assigns to Assignee all of Assignor's right, title and interest in and to the Contract, and Assignor hereby delegates to Assignee all of Assignor's duties and obligations under the Contract. Assignee hereby expressly accepts all right, title and interest of Assignor in and to the Contract and hereby agrees to perform, discharge and fulfill all of such duties and obligations of Assignor under the Contract.

2. CLOSING DATE.

The parties agree that the Closing Date in Section 5.01 of the Contract shall be modified to on or before March 31, 2025 at the office of Texas National Title Company, or at other time, date, and place agreed to by the parties, or otherwise within ten (10) days after the completion of any title curative matters if necessary for items shown on the Title Commitment or in the Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement or have caused the same to be executed and sealed by their authorized representatives as of the day and year first written below.

ASSIGNOR:

ROBER BEASLEY MAZDA, INC., a Texas corporation

By:_____
Roger K. Beasley, President

Date: 3-5-24

ASSIGNEE:

ROGER BEASLEY IMPORTS, INC., a Texas corporation

By:_____
Roger K. Beasley, President

Date: 3-5-24

ACKNOWLEDGED BY PURCHASER:

WILLIAMSON COUNTY, TEXAS

By:_____

Bill Gravell, Jr., County Judge

Date:_____

UTILITY JOINT USE AGREEMENT

PROJECT NAME: Hero Way (RM 2243)—Parcel 301
ADDRESS: 183A Toll Road & Hero Way, Leander
COUNTY, STATE: Williamson County, Texas 78641
LEGAL DESCRIPTION: R461858—13.342 acres, Talbot Chambers Survey, Abstract No. 125

THIS UTILITY JOINT USE AGREEMENT (this "Agreement") is made and entered into effective _____, 2025 (the "Effective Date") by and between ROGER BEASLEY IMPORTS, INC., a Texas corporation ("Beasley"), and the COUNTY OF WILLIAMSON, TEXAS, its successors or assigns ("County").

RECITALS:

WHEREAS, BEASLEY is conveying to the County certain property for the above indicated highway right-of-way, as set forth in deed of even date recorded in Doc. 202_____, Williamson County, Texas Official Public Records (the "R.O.W."); and

WHEREAS, the County proposes to make certain highway improvements on that section of the above-indicated highway; and

WHEREAS, BEASLEY proposes to retain, install, and/or use certain stormwater drainage utility rights and facilities for continued and/or proposed drainage conveyance to and from detention facilities on the remaining property of Beasley, or to the existing roadway drainage system in order to convey drainage from proposed development on its adjacent property to its proposed detention pond facility and/or the existing drainage system in the highway right-of-way, and to retain use of the limited property rights as described herein on, along or across, and within or over only those certain three (3) twenty-five foot (25') wide portions of the R.O.W. described as "25' U.J.U.A.A." in the locations as clouded on Exhibit A attached hereto and incorporated herein ("Joint Use Property").

AGREEMENT:

NOW, THEREFORE, in consideration of the covenants and acknowledgments herein contained, the parties mutually agree as follows:

1. It is agreed that joint usage for both highway and drainage purposes will be made of the Joint Use Property within the highway right-of-way limits as such area is defined and to the extent indicated on Exhibit A. Nothing in this Agreement shall serve to modify or extinguish any compensable property interest vested in BEASLEY within the above-described area. If the facilities located within the Joint Use Property shown on Exhibit A need to be altered or modified or new facilities constructed to either accommodate the proposed highway improvements or as part of BEASLEY's future proposed changes to its own facilities, BEASLEY and the County agree to notify each other at least 60 days prior thereto, and to furnish necessary plans showing location

and type of construction, unless an emergency situation occurs and immediate action is required. If an emergency situation occurs and immediate action is required, the party acting under the emergency agrees to notify the other party promptly.

2. If any such alteration, modification, or new construction proposed by BEASLEY conflicts with the current highway or planned future highway improvements, or could endanger the traveling public using said highway, County shall have the right, after receipt of notice from BEASLEY, to prescribe such regulations as necessary for the protection of the highway facility and the traveling public using said highway. Such regulations shall not, however, require the routing of any lines or facilities outside of the Joint Use Property above described or otherwise prohibit or restrict BEASLEY's drainage rights.

3. If BEASLEY's facilities are located along a controlled access highway, BEASLEY agrees that ingress and egress for servicing its facilities will be limited to highway frontage roads, nearby or adjacent public roads and streets, or trails along or near the highway right-of-way lines which connect to an intersecting road. Entry may be made to the outer portion of the highway right of way from any one or all access points. Where supports, manholes, or other appurtenances of BEASLEY's facilities are located in medians or interchange areas, access from the through-traffic roadways or ramps will be allowed by permit issued by County to BEASLEY setting forth the conditions for policing and other controls to protect highway users, provided, such condition shall not prohibit or restrict BEASLEY's stormwater drainage rights. In an emergency situation, if the means of access or service operations as herein provided will not permit emergency repairs as required for the safety and welfare of the public, BEASLEY shall have a temporary right of access to and from the through-traffic roadways and ramps as necessary to accomplish required repairs, provided County is notified immediately when such repairs are initiated and adequate provisions are made by BEASLEY for the convenience and safety of highway traffic. Except as expressly provided herein, BEASLEY's rights of access to the through-traffic roadways and/or ramps shall be subject to the same rules and regulations as applicable to the general public.

4. This Agreement shall run with the Joint Use Property portion of the R.O.W. described on Exhibit A, and shall apply to, be binding upon, an inure to the benefit of the parties and their respective successors and assigns.

5. To the extent allowed by law, in the event of any dispute between the parties arising out of or in connection with this Agreement, the prevailing party in such dispute will be entitled to recover from the non-prevailing party all of its costs and expenses incurred in connection with such dispute, including court costs, expert witness fees and reasonable attorney's fees.

6. This Agreement shall be governed and interpreted under the laws of the State of Texas.

7. This Agreement contains the entire agreement between the parties relating to the subject matter hereof, and neither party shall be bound by any verbal statement or agreement made heretofore. This Agreement cannot be varied except by written agreement executed by the parties.

8. If any items, terms, or provisions contained in this Agreement are in conflict with any applicable Federal, state, or local laws, then this Agreement shall be affected only as to its

application to such items, terms, or provisions, and shall in all other respects remain in full force and effect. The terms and provisions of this Agreement are severable, and if any provision, term, or part hereof or the application thereof to any person or circumstances shall ever be held by any court of competent jurisdiction to be illegal, unenforceable, invalid, or unconstitutional for any reason, (i) the remainder of this Agreement and the application of such provisions or part hereof to other persons or circumstances shall not be affected thereby, and (ii) this Agreement and its interpretation and enforcement shall be affected only as to the application of any such items, terms, or provisions deemed illegal, unenforceable, invalid, or unconstitutional, and this Agreement shall in all other respects remain in full force and effect.

9. All notices or other communications required or desired to be given with respect to this Agreement shall be in writing and shall be delivered by certified mail, return receipt requested, bearing adequate postage, or sent by nationally recognized overnight delivery service (such as FedEx or UPS), or sent by email, and properly addressed as provided below. Each notice given by mail shall be deemed to be given and received on the second (2nd) business day after deposit in the U.S. Mails; each notice delivered by overnight delivery service shall be deemed to have been given and received on the next business day following deposit thereof with the overnight delivery company; and each notice given by email shall be deemed to have been given and received upon transmission to the correct addressee; provided, a copy of such notice is also deposited on that date in the U.S. Mail or with an overnight delivery service for delivery to the party to be notified as provided therein. Upon change of address of either party, such party shall give written notice of such change to the other party in accordance with the foregoing. Inability to deliver because of changed address or status of which no notice was given shall be deemed to be receipt of the notice sent, effective as of the date such notice would otherwise have been effective as provided herein.

If to BEASLEY: Roger Beasley Imports, Inc.
6825 Burnet Road
Austin, Texas 78757
Attention: Mr. Roger K. Beasley
Telephone: 512.658.8813
E-mail: RKB6825@gmail.com

with required copy to: Roger Beasley Imports, Inc.
4506 South IH 35
Austin, Texas 78745
Attn: Mr. Steve Tonsi
Telephone: 512.507.4322
Email: cfo@rogerbeasley.com

If to County: Williamson County, Texas
710 Main Street, Suite 101
Georgetown, Texas 78626
Attention: County Auditor
Telephone: _____
E-mail: contractaudit@wilco.org

with required copy to: Williamson County General Counsel
401 W. 6th Street
Georgetown, Texas 78626
Attention: Hal Hawes or successor
Telephone: 512.943.3862
Email: hhawes@wilco.org

10. Each party agrees to execute, acknowledge, deliver, file, record and publish such further instruments and documents, and do all such other acts and things as may be required by law, or as may be required to carry out the purposes and intent of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the Effective Date.

[*Signatures on following Pages*]

BEASLEY:

ROGER BEASLEY IMPORTS, INC.,
a Texas corporation

By: _____
Roger K. Beasley, President

ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 5TH day of MARCH, 2025, by Roger K. Beasley, the President of Roger Beasley Imports, Inc., on behalf of said entity.

KARIN THOMPSON NOTARY PUBLIC STATE OF TEXAS ID# 7356041 EXPIRES 8-28-2026

_____
Notary Public, State of Texas

COUNTY:

WILLIAMSON COUNTY, TEXAS

By:_____
Bill Gravell, Jr
County Judge

ACKNOWLEDGMENT

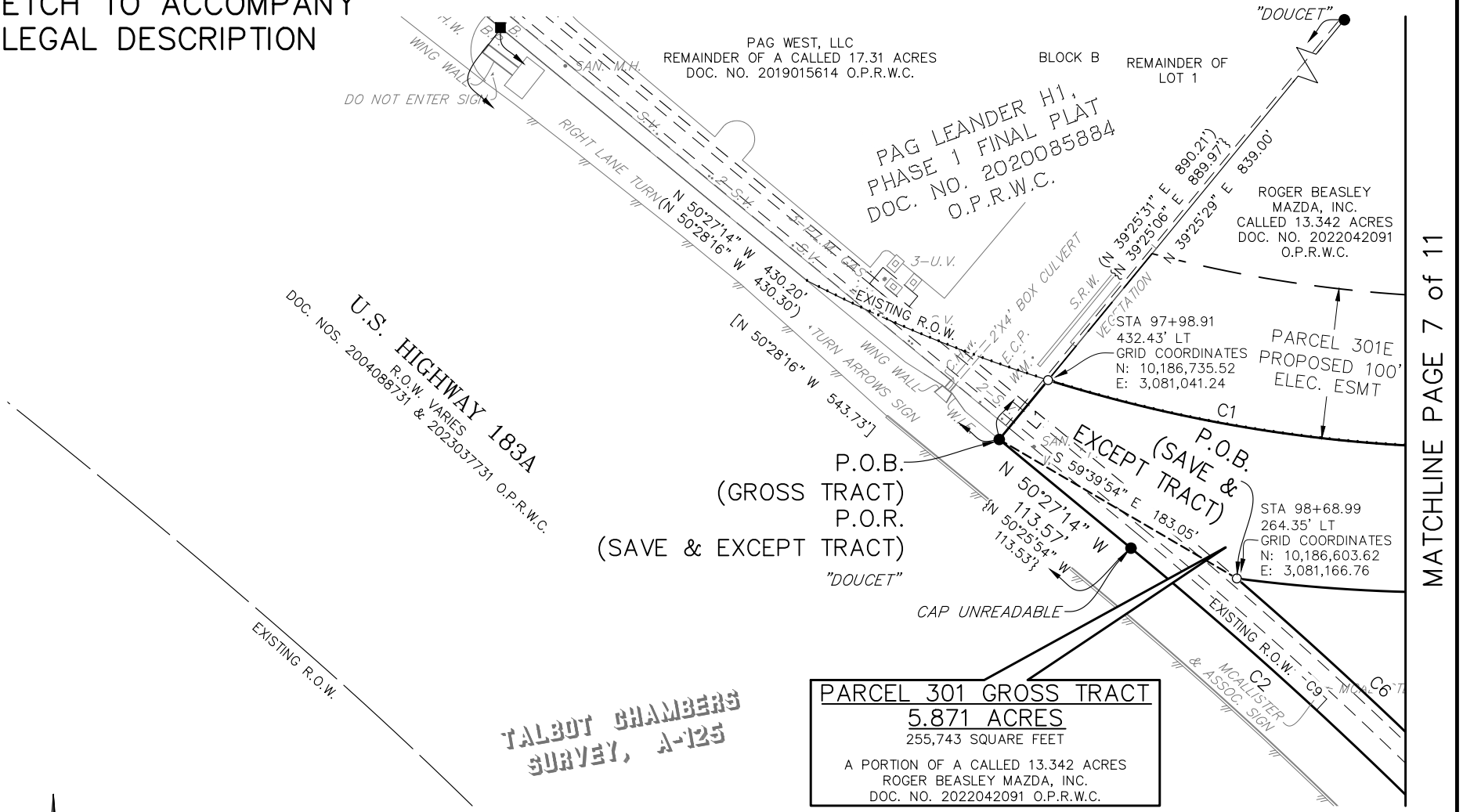
THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on _____, by Bill Gravell, Jr., County Judge of Williamson County, Texas, on behalf of said county.

_____
Notary Public, State of Texas

EXHIBIT “A” UTILITY JOINT USE AGREEMENT AREA
LOCATIONS FOLLOWS

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



PARCEL 301 GROSS TRACT
5.871 ACRES
255,743 SQUARE FEET

A PORTION OF A CALLED 13.342 ACRES
ROGER BEASLEY MAZDA, INC.
DOC. NO. 2022042091 O.P.R.W.C.

N

0 100

GENERAL NOTES:

1. BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83. DISTANCES SHOWN HEREON ARE IN SURFACE AND CAN BE CONVERTED TO GRID BY DIVIDING BY THE COMBINED SCALE FACTOR = 1.00012
2. A METES AND BOUNDS DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS SKETCH.
3. THIS PARCEL PLAT WAS MADE IN RELIANCE UPON THAT CERTAIN COMMITMENT FOR TITLE INSURANCE ISSUED BY FIRST AMERICAN TITLE GUARANTY COMPANY AND TEXAS NATIONAL TITLE, INC. UNDER G.F. NO. T-158402, DATED EFFECTIVE DECEMBER 20, 2023 AND ISSUED ON JANUARY 2, 2024.

REVISED 6/3/2022: UPDATED TITLE COMMITMENT
REVISED 11/27/2023: ADDED SAVE & EXCEPT TRACT
REVISED 1/2/2024: UPDATED TITLE COMMITMENT

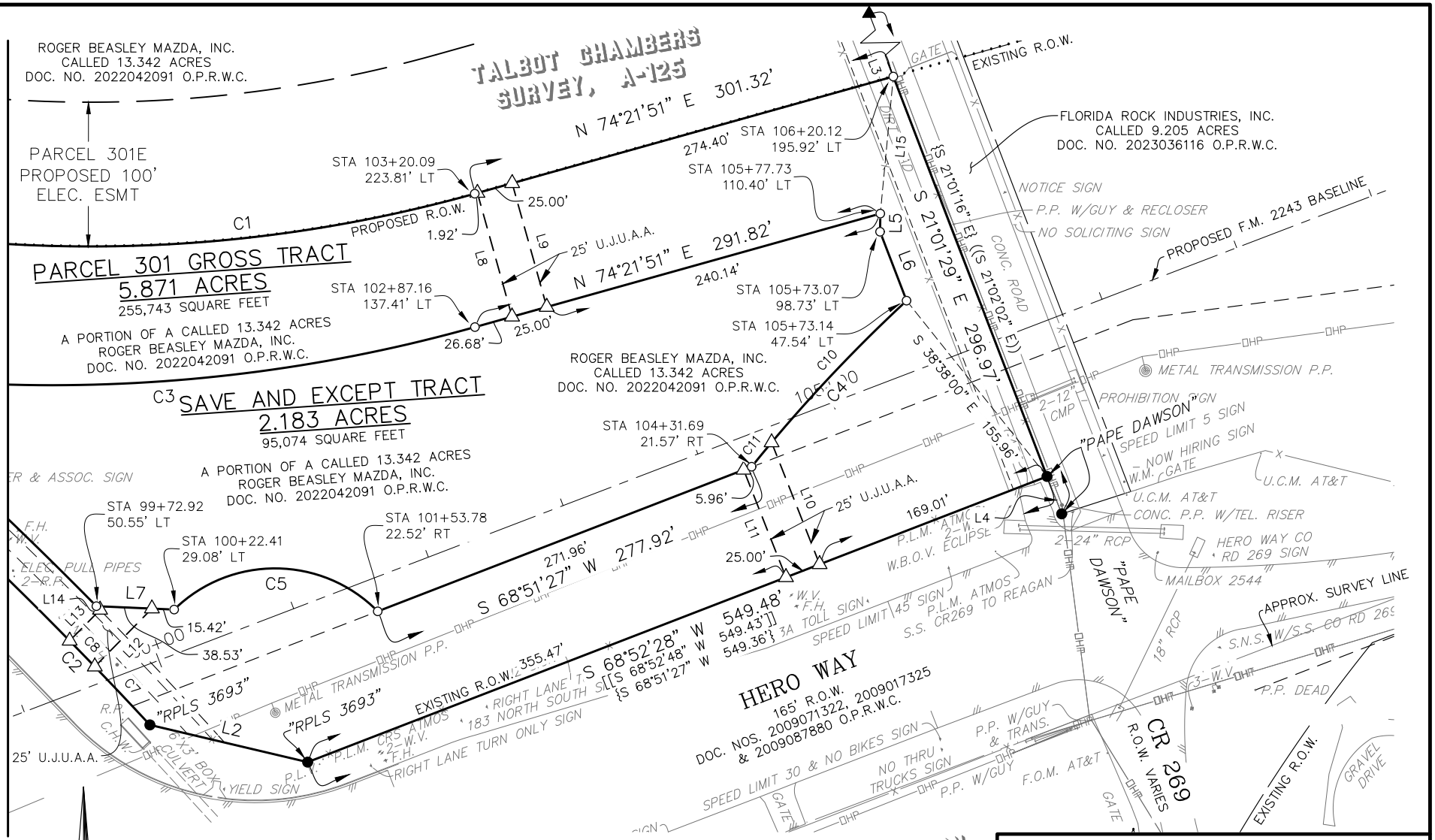
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101 West Louis Henna Blvd, Suite 400, Austin, TX 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPLS Licensed Surveying Firm No. 10106502

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PARCEL PLAT SHOWING PARCEL 301 3.688 ACRES FM 2243 WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	06/03/2022	6 of 11

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MATCHLINE PAGE 6 of 11

REVISED 6/3/2022: UPDATED TITLE COMMITMENT
REVISED 11/27/2023: ADDED SAVE & EXCEPT TRACT
REVISED 1/2/2024: UPDATED TITLE COMMITMENT

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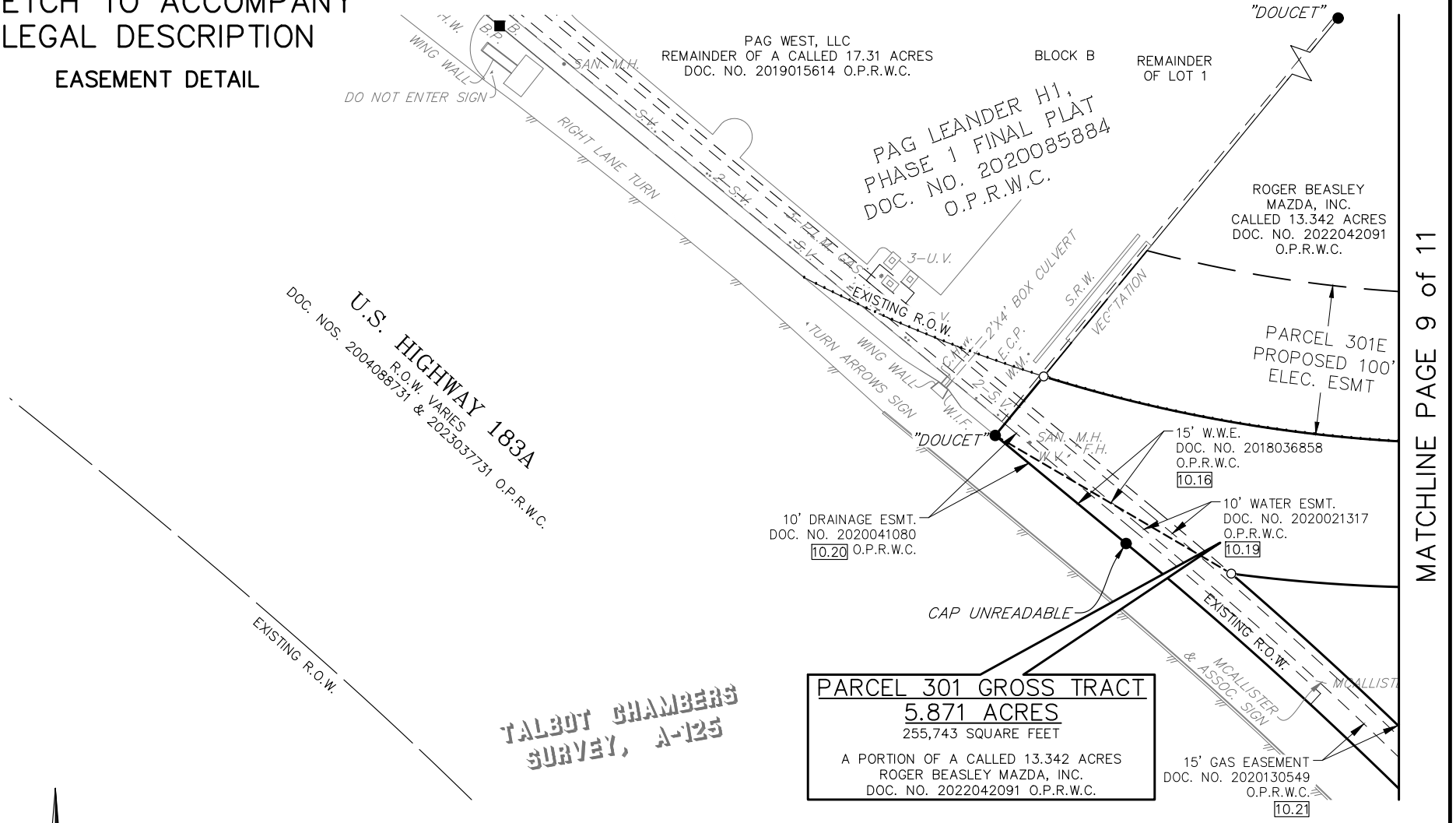
PARCEL PLAT
SHOWING PARCEL 301
3.688 ACRES
FM 2243
WILLIAMSON COUNTY, TEXAS

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SKETCH TO ACCOMPANY LEGAL DESCRIPTION

EASEMENT DETAIL



PARCEL 301 GROSS TRACT
5.871 ACRES
255,743 SQUARE FEET

A PORTION OF A CALLED 13.342 ACRES
ROGER BEASLEY MAZDA, INC.
DOC. NO. 2022042091 O.P.R.W.C.

N

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REVISED 6/3/2022: UPDATED TITLE COMMITMENT
REVISED 11/27/2023: ADDED SAVE & EXCEPT TRACT
REVISED 1/2/2024: UPDATED TITLE COMMITMENT

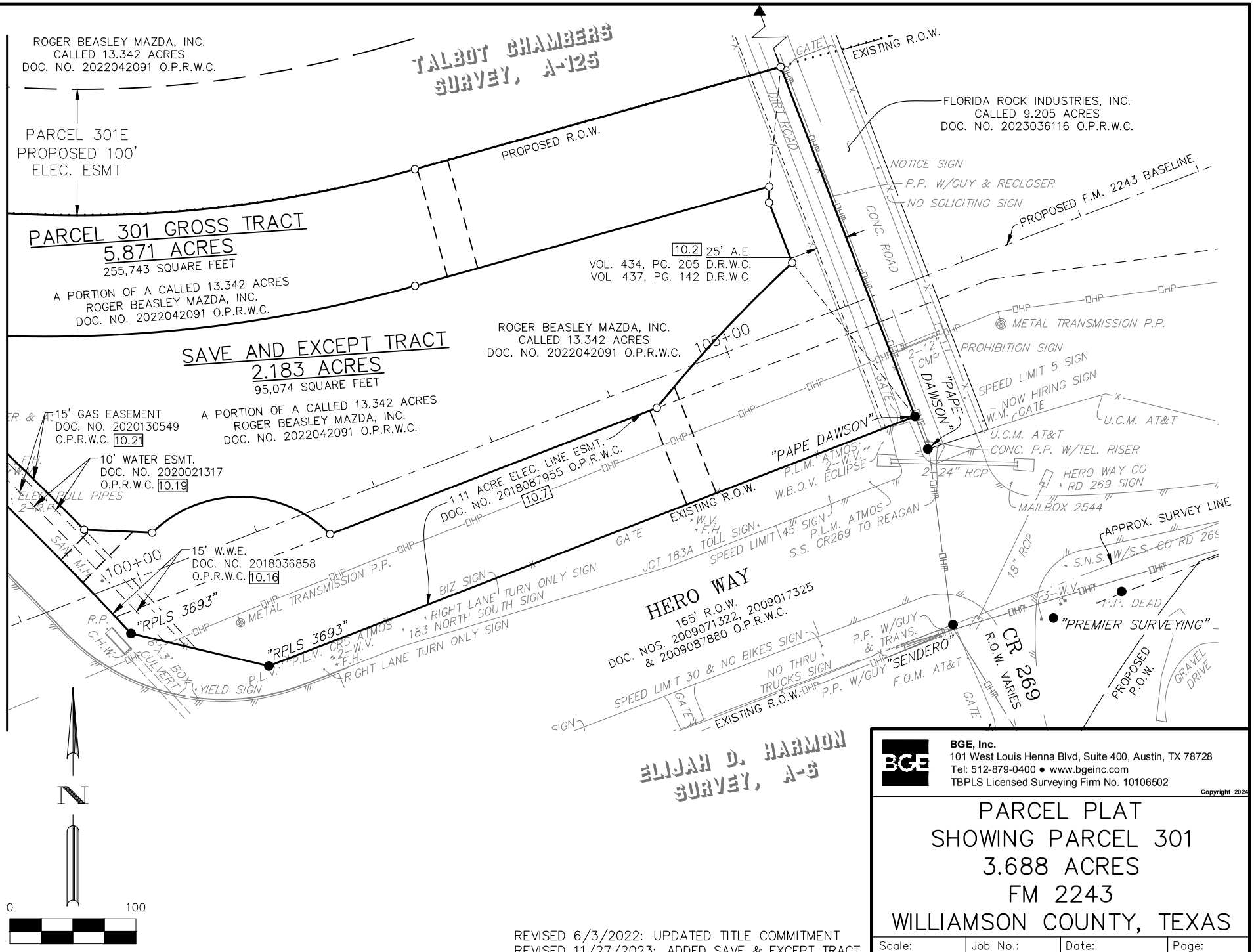
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MATCHLINE PAGE 8 of 11

REVISED 6/3/2022: UPDATED TITLE COMMITMENT
REVISED 11/27/2023: ADDED SAVE & EXCEPT TRACT
REVISED 1/2/2024: UPDATED TITLE COMMITMENT

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LEGEND

CMP	CORRUGATED METAL PIPE
CONC.	CONCRETE
DOC.	DOCUMENT
ELEC.	ELECTRIC
ESMT.	EASEMENT
F.H.	FIRE HYDRANT
F.O.M.	FIBER OPTIC MARKER
G.P.	GATE POST
M.H.	MANHOLE
NO.	NUMBER
NOS.	NUMBERS
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
P.L.M.	PIPELINE MARKER
P.L.V.	PIPELINE VENT
P.O.B.	POINT OF BEGINNING
P.P.	POWER POLE
RCP	REINFORCED CONCRETE PIPE
R.P.	REFLECTOR POST
R.W.	RETAINING WALL
R.O.W.	RIGHT-OF-WAY
SAN.	SANITARY
S.N.S.	STREET NAME SIGN
S.S.	STOP SIGN
TEL.	TELEPHONE
TRANS.	TRANSFORMER
U.C.M.	UNDERGROUND CABLE MARKER
U.J.U.A.A.	UTILITY JOINT USE AGREEMENT AREA
W.B.O.V.	WATER BLOW-OFF VALVE
W.M.	WATER METER
W.W.E.	WASTEWATER EASEMENT
W.V.	WATER VALVE
( )	RECORD INFO FOR DOC. NOS. 2020085884 & 2019015614 O.P.R.W.C.
[ ]	RECORD INFO FOR DOC. NO 2004088731 O.P.R.W.C.
{ }	RECORD INFO FOR DOC. NO 2022042091 O.P.R.W.C.
(( ))	RECORD INFO FOR DOC. NO 2023036116 O.P.R.W.C.
[[ ]]	RECORD INFO FOR DOC. NOS. 2009071322 & 2009087880 O.P.R.W.C.
●	FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
○	SET 1/2" IRON ROD W/CAP "WILCO ROW 5777"
■	FOUND TYPE II BRASS R.O.W. MONUMENT IN CONCRETE
▲	FOUND 60D NAIL
△	CALCULATED POINT
——X——	WIRE FENCE
——OHT——	OVERHEAD TELEPHONE
——OHP——	OVERHEAD POWER
——///	EDGE OF ASPHALT
10.2	SCHEDULE B ITEM

CURVE TABLE

NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	569.23'	988.00'	33°00'37"	S 89°07'51" E	561.39'
C2	386.51'	2,884.79'	7°40'36"	N 46°40'40" W	386.22'
C3	440.00'	1,088.93'	23°09'05"	N 85°56'23" E	437.01'
C4	157.56'	1,092.87'	8°15'38"	S 43°00'54" W	157.43'
C5	156.68'	100.00'	89°46'08"	N 89°30'05" W	141.14'
C6	237.79'	2,959.72'	4°36'11"	N 46°52'13" W	237.72'

RECORD CURVE TABLE

NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
[C2]		[2,884.79']			
[C2]	{386.51'}	{2,884.79'}	{7°40'36"}	{N 46°41'00" W}	{386.22'}

LINE TABLE

NUMBER	BEARING	DISTANCE
L1	N 39°25'29" E	51.10'
L2	N 76°44'15" W	112.38'
L3	N 21°01'29" W	651.45'
L4	S 21°27'24" E	27.86'
L5	S 00°48'00" W	12.57'
L6	S 21°01'16" E	51.19'
L7	N 87°29'45" W	53.95'
L8	N 15°36'49" W	89.07'
L9	S 15°36'49" E	89.07'
L10	S 21°30'13" E	90.78'
L11	N 21°30'13" W	80.08'
L12	N 44°32'50" E	56.47'
L13	S 44°32'50" W	30.08'
L14	S 45°00'00" E	3.62'
L15	N 05°25'11" E	95.44'

RECORD LINE TABLE

NUMBER	BEARING	DISTANCE
L2	{N 76°41'57" W}	{112.38'}
L2	[[N 76°45'53" W]]	[[111.49']]
L4	[[S 21°01'01" E]]	[[27.86']]

REVISED 6/3/2022: UPDATED TITLE COMMITMENT
REVISED 11/27/2023: ADDED SAVE & EXCEPT TRACT
REVISED 1/2/2024: UPDATED TITLE COMMITMENT

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RESTRICTIVE COVENANT AND EASEMENT NOTES:

10.2 AN ACCESS EASEMENT AS DESCRIBED IN VOLUME 434, PAGE 205 AND VOLUME 437, PAGE 142, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10.3 AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC. AS DESCRIBED IN VOLUME 516, PAGE 364, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.

10.4 AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC. AS DESCRIBED IN VOLUME 761, PAGE 331, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.

10.5 AN ELECTRIC DISTRIBUTION LINE EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC. AS DESCRIBED IN VOLUME 829, PAGE 932, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.

10.6 AN ACCESS EASEMENT AS DESCRIBED IN VOLUME 925, PAGE 926, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.

10.7. A SEWER/WATER LINES EASEMENT GRANTED TO THE CITY OF LEANDER AS DESCRIBED IN VOLUME 1280, PAGE 632, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.

10.8 A SEWER/WATER LINES EASEMENT GRANTED TO THE CITY OF LEANDER AS DESCRIBED IN VOLUME 1287, PAGE 898, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.

10.9 A PUBLIC UTILITY EASEMENT GRANTED TO THE CITY OF LEANDER AS DESCRIBED IN VOLUME 1909, PAGE 230, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.

10.10 AN ACCESS EASEMENT AS DESCRIBED IN DOCUMENT NO. 1999041720, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.

10.11 THE RIGHT TO PROHIBIT, LIMIT, RESTRICT OR CONTROL ACCESS TO HIGHWAY 183-A, AS SET FORTH IN DOCUMENT NO. 2004088731, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT.

10.12 A TEMPORARY DRAINAGE EASEMENT GRANTED TO THE CITY OF LEANDER AS DESCRIBED IN DOCUMENT NO. 2007069448, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.

10.13 A TEMPORARY DRAINAGE EASEMENT GRANTED TO THE CITY OF LEANDER AS DESCRIBED IN DOCUMENT NO. 2007090678, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.

10.14 TERMS, CONDITIONS AND STIPULATIONS AS SET FORTH IN THAT CERTAIN DEVELOPMENT AND REIMBURSEMENT AGREEMENT RECORDED UNDER DOCUMENT NO. 2011086121; AS FURTHER AFFECTED BY ADDENDUM AND AMENDED ADDENDUM RECORDED IN DOCUMENT NO(S) 2012030292 AND 2016010199; AND BY AMENDMENT OF DEVELOPMENT AND REIMBURSEMENT AGREEMENT RECORDED IN DOCUMENT NO. 2019039796, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.

10.15 TERMS, CONDITIONS AND STIPULATIONS AS SET FORTH IN THAT CERTAIN RELEASE AND RELINQUISHMENT OF ACCESS RIGHTS RECORDED IN DOCUMENT NO. 2013078880, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.

10.16 A WASTEWATER EASEMENT GRANTED TO THE CITY OF LEANDER AS DESCRIBED IN DOCUMENT NO. 2018036858, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10.17 AN ELECTRIC LINE EASEMENT GRANTED TO LCRA TRANSMISSION SERVICES CORPORATION AS DESCRIBED IN DOCUMENT NOS. 2018087952 AND 2018087955, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. DOCUMENT NO. 2018087952 DOES NOT AFFECT THE SUBJECT TRACT, DOCUMENT NO. 2018087955 DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10.18 TERMS, CONDITIONS, AND STIPULATIONS IN THE RIGHT OF FIRST OFFER AGREEMENT BY AND BETWEEN RB 270 PARTNERSHIP, L.P., A TEXAS GENERAL PARTNERSHIP (SELLER), AND PAG WEST, LLC, A DELAWARE LIMITED LIABILITY COMPANY (BUYER) AS RECORDED IN DOCUMENT NO. 2019015615, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.

10.19 A WATER UTILITY EASEMENT GRANTED TO THE CITY OF LEANDER AS DESCRIBED IN DOCUMENT NOS. 2020021316 AND 2020021317, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. DOCUMENT NO. 2020021316 DOES NOT AFFECT THE SUBJECT TRACT, DOCUMENT NO. 2020021317 DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10.20 A DRAINAGE EASEMENT GRANTED TO CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY AS DESCRIBED IN DOCUMENT NO. 2020041080, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10.21 AN UNDERGROUND GAS PIPELINE(S) AND APPURTENANCES EASEMENT GRANTED TO ATMOS ENERGY CORPORATION AS DESCRIBED IN DOCUMENT NO. 2020130549, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

I hereby certify that this survey was made on the ground by BGE, Inc. under my supervision on May 12, 2022 and is true and correct to the best of my knowledge. The property has access to a public roadway and there are no visible encroachments, except as shown hereon.



01/02/2024

JONATHAN O. NOBLES RPLS NO. 5777
BGE, INC.
101 WEST LOUIS HENNA BLVD., SUITE 400
AUSTIN, TEXAS 78728
TELEPHONE: (512) 879-0400

REVISED 6/3/2022: UPDATED TITLE COMMITMENT
REVISED 11/27/2023: ADDED SAVE & EXCEPT TRACT
REVISED 1/2/2024: UPDATED TITLE COMMITMENT

BGE, Inc.
101 West Louis Henna Blvd, Suite 400, Austin, TX 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPLS Licensed Surveying Firm No. 10106502
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PARCEL PLAT
SHOWING PARCEL 301
3.688 ACRES
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	06/03/2022	11 of 11

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Meeting Date: 03/11/2025

Executive Session

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Executive Session

Information

Agenda Item

Discuss real estate matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.072 Deliberation Regarding Real Estate Property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with third person.)

A. Real Estate Owned by Third Parties

Preliminary discussions relating to the proposed or potential purchase or lease of property owned by third parties

a) Discuss the acquisition of real property: Bud Stockton Dr.
b) Discuss the acquisition of real property for CR 143
c) Discuss the acquisition of real property for County Facilities.
d) Discuss the acquisition of real property for CR 255.
e) Discuss the acquisition of real property for SH 195 @ Ronald Reagan.
f) Discuss the acquisition of real property for future SH 29 corridor.
g) Discuss the acquisition of right-of-way for Hero Way.
h) Discuss the acquisition of right-of-way for E. Wilco Highway.
i) Discuss the acquisition of right-of-way for Corridor A-2.
j) Discuss the acquisition of right-of-way for Corridor B
k) Discuss the acquisition of right-of-way for Corridor C.
l) Discuss the acquisition of right-of-way for Corridor D.
m) Discuss the acquisition of right-of-way for Corridor E.
n) Discuss the acquisition of right-of-way for Corridor F
o) Discuss the acquisition of right-of-way for Corridor H
p) Discuss the acquisition of right of way for Corridor J.
q) Discuss the acquisition of right of way for Arterial K.
r) Discuss the acquisition of right of way for Corridor I.
s) Discuss the acquisition of right-of-way for Ronald Reagan Widening.
t) Discuss the acquisition of right-of-way for CR 313.
u) Discuss the acquisition of right of way for Bagdad Road/CR 279.
v) Discuss the acquisition of right of way for CR 314.
w) Discuss the acquisition of real property for the Seward Junction Loop
x) Discuss the acquisition of real property for CR 110N
y) Discuss 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
e) Discuss potential sale of the Williamson County owned properties within the downtown Georgetown area.

f) Discuss potential sale of a parcel of land located adjacent to the Brushy Creek Regional Trail in Round Rock, Texas.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/06/2025 05:16 PM
Form Started By: Charlie Crossfield		Started On: 03/05/2025 04:23 PM
Final Approval Date: 03/06/2025		

Commissioners Court - Regular Session **51.**

Meeting Date: 03/11/2025

Economic Development

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Executive Session

Information

Agenda Item

Discussion regarding economic development negotiations pursuant to Texas Government Code, Section 551.087: Business prospect(s) that may locate or expand within Williamson County.

a) Project Skyfall
b) Project Garden
c) Project School Bus
d) Project Lunch Lady
e) Project Sequoia

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/06/2025 05:16 PM
Form Started By: Charlie Crossfield		Started On: 03/05/2025 04:24 PM
Final Approval Date: 03/06/2025		