NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONERS COURT
Commissioners Courtroom
710 S. Main Street, Georgetown
July 1, 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 – 38)

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

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM	0100-0409-004998	Non-Departmental/Contingencies	$6,674
TO	0100-0409-004711	Non-Departmental/Tax App Dist	$6,674

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

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM	0100-0409-004998	Non-Departmental/Contingencies	$256,478

TO	0100-0453-004190	JP#3/Autopsies	$229,175
TO	0100-0453-004192	JP#3/Autopsy Transport	$27,303

5. Discuss, consider and take appropriate action on a line item transfer for County Court at Law #1, County Court at Law #2, County Court at Law #3, County Court at Law #4 and County Court at Law #5.

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM	0100-0409-004998	Non-Departmental/Contingencies	$21,321.12
TO	0100-0426-001100	Cty Court at Law #1/FT Salary	$3,257.69
TO	0100-0426-002010	Cty Court at Law #1/FICA	$249.21
TO	0100-0426-002020	Cty Court at Law #1/Retirement	$522.86
TO	0100-0427-001100	Cty Court at Law #2/FT Salary	$3,553.85
TO	0100-0427-002010	Cty Court at Law #2/FICA	$271.87
TO	0100-0427-002020	Cty Court at Law #2/Retirement	$570.39
TO	0100-0428-001100	Cty Court at Law #3/FT Salary	$3,731.54
TO	0100-0428-002010	Cty Court at Law #3/FICA	$285.46
TO	0100-0428-002020	Cty Court at Law #3/Retirement	$598.91
TO	0100-0429-001100	Cty Court at Law #4/FT Salary	$3,731.54
TO	0100-0429-002010	Cty Court at Law #4/FICA	$285.46
TO	0100-0429-002020	Cty Court at Law #4/Retirement	$598.91
TO	0100-0430-001100	Cty Court at Law #5/FT Salary	$2,961.54
TO	0100-0430-002010	Cty Court at Law #5/FICA	$226.56

TO	0100-0430-002020	Cty Court at Law #5/Retirement	$475.33

6. Discuss, consider and take appropriate action on a line item transfer for the General Fund Drug Court Program.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0382.003100	Office Supplies	$256.02
From	0100.0382.004232	Training, Conf., Seminars	$4,913.52
From	0100.0382.004999	Miscellaneous	$300.00
To	0100.0382.004100	Professional Services	$5,469.54

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0453.004002	Jurors, Grand Jurors, Jury Com	1887.10
To	0100.0453.001107	Temp Labor-Seasonal Help	1753.00
To	0100.0453.002010	FICA	134.10

8. 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	$6,500.00
From	0100.0509.003005	Office Furniture < $5,000	$3,500.00
To	0100.0509.003001	Tools & Equipment < $5,000	$10,000.00

9. Discuss, consider and take appropriate action on line item transfers for the County Courts at Law.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0425-004134	Misd. Court Appts	50,000
To	0100-0425-004162	CUSTODIAL MOTHER-CRT APPT ATTY	30,000
To	0100-0425-004165	CUSTODIAL FATHER-CRT APPT ATTY	20,000

10. Discuss, consider, and take appropriate action on a policy exception to utilize surplus salary dollars to fund temporary staff within the District Attorney's Office.

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0440-001100	F/T Salaries	50,000
To	0100-0440-001107	Temp Seasonal Help	50,000

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

13. Discuss, consider, and take appropriate action to establish six $100 cash drawers for the Animal Shelter.

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

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

16. Discuss, consider and take appropriate action on approving an amendment to the rates set forth in the Agreement for Legal Services between the firm of Husch Blackwell and Williamson County dated September 6, 2022.

17. Discuss, consider and take appropriate action on a Commercial Contract Amendment between Novert A. Morales & Wendy Morales, as Sellers, and Williamson County, Texas, as Buyer, to extend the feasibility period to September 4, 2025 on the Commercial Contract for Improved Property for the purchase of the real property and improvements located at 600 Forest Street, Georgetown, Texas (S3667 -- City of Georgetown, Lot 1,2 (N/PT), 0.275 acres).

18. Discuss, consider and take appropriate action on canceling Commissioners Court on Tuesday, September 2, 2025.

19. Discuss, consider and take appropriate action on granting consent to the Coupland Civic Organization, Inc.'s donation, transfer and conveyance to the City of Coupland of property that includes the Caboose located in the Historic Depot in Coupland, Texas, which was previously renovated through funding from the Williamson County Community Recreational Facility Fund pursuant to a Contract in the Public Interest Between Williamson County, Texas and Coupland Civic Organization, Inc. (Community Recreation Facility Fund) dated effective August 2, 2017.

20. Discuss, consider, and take appropriate action concerning the appointment of Adam Hughes as Deputy Constable for Precinct 3.

21. Discuss, consider, and take appropriate action on approving Agreement #2025269 between Williamson County and LexisNexis for a period of three (3) years to be used by the Sheriff's Open Records team for research purposes in the amount of $17,496.00 and authorizing the execution of the agreement.

22. Discuss and take appropriate action on the renewal of the contract with the Texas State Library and Archives Commission for County Clerk microfilm storage and creation for the State's FY 9-1-2025 thru 8-1-2026.

23. Discuss, consider and take action on the Subrecipient Agreements between Williamson County and Hill Country Ministries, Granger Housing Authority and Hope Alliance/Crisis Center for Community Development Block Grant funding.

24. Discuss, consider and take appropriate action on approving the FY26 CSCD (Adult Probation) CSR Memorandum of Understanding.

25. Discuss, consider and take appropriate action on approving the FY26 CSCD (Adult Probation) DWI-Drug Court Counselor Memorandum of Understanding.

26. Discuss, consider and take appropriate action on approving the FY26 CSCD (Adult Probation) Collection of Fines and Fees Memorandum of Understanding.

27. Discuss, consider and take appropriate action on a Lease Agreement between Williamson County, as Lessor, and the Williamson County Community Supervision and Corrections Department, as Lessee, for the premises located at 601 N. Alligator Street, Granger, Texas (the Central Texas Treatment Center Facility).

28. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed responses for a General Contractor for ESOC Data Center Computer Room Air Conditioning (CRAC) Unit, under RFCSP #25RFCSP69, funding source is P#609.

29. Discuss, consider, and take appropriate action on approving the Agreement for Construction Contract #2025267 with Falkenberg Construction Company Inc. for the Berry Springs Fencing Project pursuant to BuyBoard Contract #728-24 at Berry Springs Park for the Parks Department, in the amount of $81,578.83, and authorize execution of this agreement. The funding source is P711.

30. Discuss, consider, and take appropriate action on awarding RFSQ #25RFSQ7 to Cleary Zimmermann Engineers, LLC. for Commissioning Services of the Williamson County Exposition Center West Arena New in the not-to-exceed amount of Eight Thousand Three Hundred Thirty Dollars ($8,300.00) and authorize execution of the agreement, the funding source is P635.

31. Discuss, consider, and take appropriate action on awarding RFSQ #25RFSQ7 to DBR Engineering Consultants, Inc. for Williamson County Berry Springs Park Addition Commissioning Services in the not-to-exceed amount of Sixteen Thousand Five Hundred Fifty Dollars ($16,550.00) and authorize execution of the agreement, the funding source is P559.

32. Discuss, consider, and take appropriate action on approving the Construction Service Agreement No. 2025283 between Williamson County and Workplace Solutions, Inc. for the Central Maintenance Facility (CMF) demountable wall in the not-to-exceed amount of Thirteen Thousand One Hundred Nine Dollars and Eighty Cents ($13,109.80) and authorize execution of the agreement.

33. Discuss, consider, and take appropriate action on Supplemental No. 2 to Work Authorization No. 1 to the CR 123 at Brushy Creek contract executed July 3, 2024, between Williamson County and Doucet & Associates, Inc., relating to the 2023 Road Bond Program. Project: P682 Fund Source: Road Bonds

34. Discuss, consider, and take appropriate action on Work Authorization No. 2 to the CR 123 at Brushy Creek contract executed July 3, 2024, between Williamson County and Doucet & Associates, Inc., relating to the 2023 Road Bond Program. Project: P682 Fund Source: Road Bonds

35. Discuss, consider, and take appropriate action on approving the submission of a formal protest/request for a contested case hearing and written comments, information and recommendations by legal counsel for Williamson County to the Texas Commission on Environmental Quality relating to a petition for the creation of Northwest Williamson County MUD No. 3.

36. Discuss, consider and take appropriate action on approval of the preliminary plat for the Pine Hurst Estates subdivision – Precinct 2.

37. Discuss, consider and take appropriate action on approval of the final plat for the Rockney subdivision – Precinct 4.

38. Discuss, consider and take appropriate action on approval of the final plat for the Lariat Section 10 subdivision – Precinct 2.

REGULAR AGENDA

39. Discuss, consider and take any necessary action to approve an Order for Interment by cremation of deceased (Anna Mae Branham) who passed away in Williamson County, Texas, where the County has discretion to inter, pursuant to Tex. Health & Safety Code § 711.002(e), and authorize Beck Funeral Home to move forward with interment.

40. Discuss, consider and take appropriate action on re-appointing John Moman as the commissioner for the Texas Housing Foundation Board of Commissioners to represent Williamson County on the Texas Housing Foundation Board to serve a two (2) year term commencing on July 1, 2025 and ending on June 30, 2027, pursuant to Texas Local Government Code Section 392.033.

41. Hear an update on the Samsung paid internship program with Taylor ISD.

42. Discuss, consider and take appropriate action on a Real Estate Professional Consulting Services Agreement between Williamson County, Texas and McAllister & Associates; 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).

43. Discuss and take appropriate action on the Community Development Block Grant 2025 proposed projects to be included in the 2025 Action Plan.

44. Discuss, consider and take appropriate action on Interlocal Agreements (ILAs) allowing Granger and Thrall ISDs to use the EXPO Center as a Family Assistance Center in the event of a major public safety incident.

45. Discuss, consider and take appropriate action on approving the Services and Goods Agreement #2025254 for drafting the county's request for proposals specification for new body-worn and in-car camera system between Williamson County and Mission Critical Partners, LLC for solicitation support in the not-to-exceed amount of $140,546.91, utilizing Houston Galveston Area Council (H-GAC) cooperative Contract #HP08-21 and authorizing the execution of the Agreement.

46. Discuss, consider and take appropriate action on authorizing renewal #1 and amendment #1 of contract #24RFP32 for Food Services for Juvenile Services with Aramark Correctional Services, for the same terms and conditions as the existing contract for the term beginning July 1, 2025, to June 30, 2026, and authoring execution of the documents.

47. Discuss, consider, and take appropriate action on approving a 2025 CIP transfer to move $100,000 from P717 (Jail Roof) to P611 (Jester Annex HVAC).

48. Discuss, consider, and take appropriate action on awarding #25RFP41 Roofing Repair and Services for Facilities to Empire Roofing as the vendor back-up for this Master Service Agreement in the not-to-exceed amount of Five Hundred Thousand Dollars ($500,000.00) and authorize execution of this agreement.

49. Discuss, consider, and take appropriate action on awarding #25RFP41 Roofing Repair and Services for Facilities to Texas Traditions Roofing as the primary vendor for this Master Service Agreement in the not-to-exceed amount of Five Hundred Thousand Dollars ($500,000.00) and authorize the execution of this agreement.

50. Discuss, consider, and take appropriate action on approving the Construction Service Agreement No. 2025285 between Williamson County and J.T. Vaughn Construction, LLC for the Veterans Services Remodel in the not-to-exceed amount of One Hundred Sixty-Nine Thousand Thirty-Two Dollars ($169,032.00) pursuant to OMNIA Cooperative Contract #R200107 and authorize execution of the agreement.

51. Discuss, consider, and take appropriate action on awarding RFSQ #25RFSQ7 to NV5 Consultants, Inc. for Commissioning Services of the Williamson County Juvenile Justice Center Addition to the not-to-exceed amount of Four Hundred Seventy-Two Thousand Seven Hundred Thirteen Dollars ($472,713.00) and authorize execution of the agreement, the funding source is P578.

52. Discuss, consider, and take appropriate action to authorize the first renewal of Contract #23RFP64 – Standby Generator and Automatic Transfer Switch with Austin Generator Service, including a price increase within the 25% limit, and continuing under the same terms and conditions for the 12-month period of October 1, 2025, through September 30, 2026.

53. Discuss, consider, and take appropriate action on approving the Construction Service Agreement No. 2025281 between Williamson County and Southwest Solutions Group, Inc. for the High-Capacity Storage System with Rail Installation in the not-to-exceed amount of Five Hundred Forty Thousand and No/100 Dollars ($540,000.00) pursuant to Sourcewell Cooperative Contract #110923-SPC and authorize execution of the agreement. The funding source is P577.

54. Discuss, consider, and take appropriate action on awarding RFSQ #25RFSQ7 to Command Commissioning LLC for the Wilco HQ Commissioning Services in the not-to-exceed amount of Three Hundred Seventy-Seven Thousand Seven Hundred Nine and No/100 Dollars ($377,709.00) and authorize execution of the agreement, the funding source is P577.

55. Discuss, consider, and take appropriate action on approving the second renewal for Contract #23RFP9 Vending Machine Services with Compass Group USA/Canteen, for the same terms and conditions as the existing contract, for a 12-month term from October 1, 2025, to September 30, 2026.

56. Discuss, consider and take appropriate action on a Roadway Conveyance & Construction Agreement and a Roadway Settlement Agreement with Savannah Prominent Scofield Development, LLC.

57. Discuss, consider and take appropriate action on a Development Agreement with 705 LimmerLoop JV, LLC.

58. Discuss, consider, and take appropriate action regarding Change Order No. 23 in the amount of $147,187.12 for Project 22IFB139 FM3349 at US79 (James Construction Group) P: 332 Funding Source: 2019 Road Bond in Commissioners Precinct 4.

59. Discuss, consider, and take appropriate action regarding Change Order No. 3 in the amount of ($1,686,657.10) for Project 24IFB59 East Wilco Hwy Segment 2 Phase 1 (Capital Excavation) P: 392 Funding Source: 2023 Road Bond in Commissioners Precinct 4.

60. Discuss, consider, and take appropriate action on Contract Amendment No. 1 and Work Authorization No. 2 to the West Main Street contract executed March 19, 2024, between Williamson County and RS&H, Inc. relating to the 2023 Road Bond Program. Project: P676 Fund Source: Road Bonds

61. Discuss, consider, and take appropriate action on Contract Amendment No. 6 and Supplemental No. 8 to Work Authorization No. 4 to the CR 314 Road Improvement contract executed April 23, 2020, between Williamson County and Seiler Lankes Group, Inc. relating to the 2019 Road Bond Program. Project: P364 Fund Source: Road Bonds

62. Discuss, consider, and take appropriate action regarding an Antiquities Permit Application to the Texas Historical Commission (THC), required as part of the Due Diligence Environmental Investigation on the SE Loop, Segment 2, Phase 1 project, a 2019 Road Bond project in Commissioner Precinct 4. Project: P392.

63. Discuss, consider and take appropriate action on a claim for payment of housing supplement with Henry A. Boyd Jr. related to the right of way acquired for the RM 2243 project (Parcel 206). Funding Source: TANS P588

64. Discuss, consider and take appropriate action on a survey access agreement with HS Farms, LLC in relation to the Corridor A2 project. Funding Source: TANS P588

65. Discuss, consider and take appropriate action on an Agreed Order with the Texas Commission on Environmental Quality regarding the failure to obtain authorization to discharge stormwater prior to construction on the Bagdad Rd. @ CR 279 project. Funding Source: Bonds P343

66. Discuss, consider and take appropriate action on a real estate contract with Savannah R. Doleva a/k/a Savannah Doleva a/k/a Savannah Rachel Doleva, individually and as independent executor of the estate of Christopher Michael Doleva (deceased) to acquire 0.2118 AC needed as right of way on the Ronald Reagan segment C project (Parcel 4). Funding Source: TANS P588

67. Discuss, consider and take appropriate action on accepting a deed from Middlebrook Ltd. a Texas limited partnership, for 3 tracts of land totaling 2.987 AC needed as right of way on the Seward Junction NE Loop project. (Parcels 2, 3, & 5). Funding Source: TANS P588

68. Discuss, consider and take appropriate action on a real estate contract with Tex Mix Land, LLC. to acquire 0.4285 AC required as right of way on the Ronald Reagan Segment C project (Parcel 7). Funding Source: 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)."

69. Discuss the following real property matters pursuant to Texas Government Code Section 551.072:

a. Discuss the acquisition of a real property site for the potential future site of the Williamson County Justice and Jail Complex.

70. Discuss the following economic development negotiations pursuant to the Texas Government Code Section 551.087:

a. Project Sequoia

71. Discuss the following pending or contemplated litigation, settlement matters and/or other confidential attorney-client legal matters pursuant to the Texas Government Code Section 551.071:

a. Claims/matters related to Terry Ballard.

REGULAR AGENDA (continued)

72. Discuss, consider, and take appropriate action on setting dates for holding Special Sessions of the Williamson County Commissioners Court.

73. Comments from Commissioners.

74. 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.

_____
Steven Snell, 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 27th day of June 2025 at 5:00 PM and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Commissioners Court - Regular Session **3.**

Meeting Date: 07/01/2025

Line Item Transfer

Submitted By: Ashlie Holladay, Budget Office

Department: Budget Office

Agenda Category: Consent

Information

Agenda Item

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

Background

We received the Q3 invoice from the Williamson Central Appraisal District and noticed it was slightly higher than the previous two invoices. When we asked WCAD to explain the difference, we were told "one of the entity's levies was entered incorrectly, and it was discovered shortly after the 2nd quarter allocations were mailed out. We had to re-figure the allocations for everyone. This will be the new rate for the third and fourth quarter payments."

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM	0100-0409-004998	Non-Departmental/Contingencies	$6,674
TO	0100-0409-004711	Non-Departmental/Tax App Dist	$6,674

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	06/20/2025 10:36 AM
Form Started By: Ashlie Holladay		Started On: 06/20/2025 10:12 AM
Final Approval Date: 06/20/2025		

Commissioners Court - Regular Session **4.**

Meeting Date: 07/01/2025

Line Item Transfer

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

Department: Budget Office

Agenda Category: Consent

Information

Agenda Item

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

Background

The number of deaths along with required autopsies has increased and funds have been exhausted in both lines with 3+ months to go in the fiscal year. This transfer will cover the deficit. FY26 budgets have been adjusted.

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM	0100-0409-004998	Non-Departmental/Contingencies	$256,478
TO	0100-0453-004190	JP#3/Autopsies	$229,175
TO	0100-0453-004192	JP#3/Autopsy Transport	$27,303

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	06/23/2025 10:44 AM
Form Started By: Ashlie Holladay		Started On: 06/23/2025 10:29 AM
Final Approval Date: 06/23/2025		

Commissioners Court - Regular Session **5.**

Meeting Date: 07/01/2025

Line Item Transfer

Submitted By: Ashlie Holladay, Budget Office

Department: Budget Office

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer for County Court at Law #1, County Court at Law #2, County Court at Law #3, County Court at Law #4 and County Court at Law #5.

Background

Please see the attached memo from the Office of Court Administration. Effective 9/1/25, salaries and allowable supplements for District and County Court at Law Judges have been increased during the 89th Legislative Session. This transfer will provide the necessary funding for the month of September 2025. All FY26 salaries have been adjusted in the budget software as well. Any supplement increases are to be determined at a later date when an applicable agenda item is submitted for consideration during compensation discussions for FY26.

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM	0100-0409-004998	Non-Departmental/Contingencies	$21,321.12
TO	0100-0426-001100	Cty Court at Law #1/FT Salary	$3,257.69
TO	0100-0426-002010	Cty Court at Law #1/FICA	$249.21
TO	0100-0426-002020	Cty Court at Law #1/Retirement	$522.86
TO	0100-0427-001100	Cty Court at Law #2/FT Salary	$3,553.85
TO	0100-0427-002010	Cty Court at Law #2/FICA	$271.87
TO	0100-0427-002020	Cty Court at Law #2/Retirement	$570.39
TO	0100-0428-001100	Cty Court at Law #3/FT Salary	$3,731.54
TO	0100-0428-002010	Cty Court at Law #3/FICA	$285.46
TO	0100-0428-002020	Cty Court at Law #3/Retirement	$598.91

TO	0100-0429-001100	Cty Court at Law #4/FT Salary	$3,731.54
TO	0100-0429-002010	Cty Court at Law #4/FICA	$285.46
TO	0100-0429-002020	Cty Court at Law #4/Retirement	$598.91
TO	0100-0430-001100	Cty Court at Law #5/FT Salary	$2,961.54
TO	0100-0430-002010	Cty Court at Law #5/FICA	$226.56
TO	0100-0430-002020	Cty Court at Law #5/Retirement	$475.33

Attachments

Judicial Salary Increase

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	06/26/2025 09:39 AM
Budget Office (Originator)	Saira Hernandez	06/26/2025 11:48 AM
Budget Office (Originator)	Ashlie Holladay	06/27/2025 08:21 AM
Form Started By: Ashlie Holladay		Started On: 06/26/2025 08:56 AM
Final Approval Date: 06/27/2025		

OFFICE OF COURT ADMINISTRATION

MEGAN LAVOIE
Administrative Director

To: State and County Judges
County Treasurers and Auditors
From: Megan LaVoie
Re: Effect of Judicial Compensation Bills (SB 293, HB 40, and HB 2529, 89th Legislature)
Date: June 24, 2025

The 89th Texas Legislature passed several bills that will impact judicial compensation effective September 1, 2025. The following are the key judicial pay provisions of each bill:

Senate Bill 293:

- Increases the "base salary" of a district judge from $140,000 to $175,000
- Increases the additional compensation for the chief justice or presiding judge of an appellate court from a flat $2,500 to 7 percent of the state base salary of the judges or justices on the court
- Entitles local administrative district judges in counties with three or more district courts to additional compensation (currently only applies to local administrative district judges in counties with more than five district courts) and increases the additional compensation from a flat $5,000 to a percentage of the state base salary of a district judge, depending on the number of district courts in the county
- Authorizes additional compensation to the administrative presiding judge of the business court equal to the additional compensation due to a local administrative district judge in a county with ten or more district courts (also included in HB 40)

House Bill 40:

- Increases the state salary of a business court judge by providing additional compensation from the state equal to the maximum county supplement amount a district court judge may be paid under Tex. Gov't Code Sec. 659.012(a)

House Bill 2529:

- Increases the state supplement paid to eligible constitutional county court judges from 18 percent of the base salary of a district judge to 18 percent of the annual salary paid to a district judge with comparable years of service as the county judge

The following tables include the statutory changes discussed above. A more detailed document with information regarding the computation and timing of judicial salaries is available on our website at: https://www.txcourts.gov/statistics/information-on-texas-judges/.

DISTRICT COURT JUDGES

(Tex. Gov't Code Secs. 659.012(a)(1), 659.012(b), 659.0445, 32.001)

Years of Service	State Salary	State Longevity Pay	Maximum County Supplement	Total Maximum Compensation
0-4 years (Base Salary)	$175,000	$0	$25,000	$200,000
4-8 years	$192,500	$0	$25,000	$217,500
8+ years	$210,000	$0	$25,000	$235,000
12+ years (Longevity)	$210,000	$10,500	$25,000	$245,500

LOCAL ADMINISTRATIVE DISTRICT JUDGE SUPPLEMENT

(Tex. Gov't Code Sec. 659.012(d))

# of Courts		Percentage of District Judge Base Salary	$ Amount
Min	Max		
0	2	0%	$0
3	4	3%	$5,250
5	9	5%	$8,750
10 +	-	7%	$12,250

SUPREME COURT JUSTICES AND COURT OF CRIMINAL APPEALS JUDGES

(Tex. Gov't Code Secs. 659.012(a)(4), 659.012(a)(5))

Years of Service	State Salary	State Longevity Pay
0-4 years (Base Salary)	$210,000	$0
4-8 years	$231,000	$0
8+ years	$252,000	$0
12+ years (Longevity)	$252,000	$12,600
Chief Justice/Presiding Judge Additional Compensation	$14,700	

COURT OF APPEALS JUSTICES –

1ST – 14TH Appellate Districts

(Tex. Gov't Code Secs. 659.012(a)(2), 659.012(b), 659.0445, 31.001)

Years of Service	State Salary	State Longevity Pay	Maximum County Supplement	Total Maximum Compensation
0-4 years (Base Salary)	$192,500	$0	$12,500	$205,000
4-8 years	$211,750	$0	$12,500	$224,250
8+ years	$231,000	$0	$12,500	$243,500
12+ years (Longevity)	$231,000	$11,550	$12,500	$255,050
Chief Justice Additional Compensation	$13,475			

15TH APPELLATE DISTRICT

(Tex. Gov't Code Sec. 659.012(a)(3), 659.012(a)(5), 659.0445)

Years of Service	State Salary	State Longevity Pay
0-4 years (Base Salary)	$205,000	$0
4-8 years	$225,500	$0
8+ years	$246,000	$0
12+ years (Longevity)	$246,000	$12,300
Chief Justice Additional Compensation	$14,350	

BUSINESS COURT JUDGES

(Tex. Gov't Code Secs. 659.012(a)(1), 659.012 (a-1), 659.012(b), 659.012(d-1), 659.0445, and 25A.011)

Years of Service	State Salary	State Longevity Pay
0-4 years (Base Salary)	$200,000	$0
4-8 years	$217,500	$0
8+ years	$235,000	$0
12+ years (Longevity)	$235,000	$10,500
Administrative Presiding Judge Additional Amount	$12,250	

COUNTY COURT AT LAW JUDGES

(Tex. Gov't Code Sec. 25.0005)

Years of Service	Minimum County Salary** (assuming maximum District Judge supplement*)	Maximum County Salary
0-4 years (Base Salary)	$199,000	$244,500
4-8 years	$216,500	$244,500
8+ years	$234,000	$244,500
12+ years	$234,000**	$244,500

**If a district judge is not receiving the maximum county supplement amount of $25,000, the minimum county salary amount for a CCAL judge should be reduced by the difference between the maximum county supplement allowed ($25,000) and the actual county supplement amount being paid to the district judge.*

***If a district judge in the county with comparable years of service is receiving state longevity pay ($10,500 – Gov't Code Sec. 659.0445(b)), the minimum county salary is $244,500. (See Office of the Attorney General Opinion No. KP-0339 (Oct. 23, 2020)).*

Note: The state paid portion of the CCAL judge salary is $105,000.

STATUTORY PROBATE COURT JUDGES

(Tex. Gov't Code Sec. 25.0235)

Years of Service	Minimum County Salary** (assuming maximum District Judge supplement*)	Maximum County Salary
0-4 years (Base Salary)	$200,000	$244,500
4-8 years	$217,500	$244,500
8+ years	$235,000	$244,500
12+ years	$235,000**	$244,500

**If a district judge is not receiving the maximum county supplement amount of $25,000, the minimum county salary amount for a SPC judge should be reduced by the difference between the maximum county supplement allowed ($25,000) and the actual county supplement amount being paid to the district judge.*

***If a district judge in the county with comparable years of service is receiving state longevity pay ($10,500 – Gov't Code Sec. 659.0445(b)), the minimum county salary is $244,500. (See Office of the Attorney General Opinion No. KP-0339 (Oct. 23, 2020)).*

Note: The state paid portion of the SPC judge salary is $105,000.

CONSTITUTIONAL COUNTY JUDGES

(Tex. Gov't Code Sec. 26.006 (a))

Years of Service	State Salary Supplement
0-4 years	$31,500
4-8 years	$34,650
8+ years	$37,800

Commissioners Court - Regular Session **6.**

Meeting Date: 07/01/2025

Line-Item transfer for General Fund Drug Court Program

Submitted By: Tanya Kunz, County Court At Law #2

Department: County Court At Law #2

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer for the General Fund Drug Court Program.

Background

This line item transfer is needed in order to pay for client services for the Drug Court Program. A policy exception to the Budget policy is being requested. The policy states that transfers from Training are prohibited. When this budget was created for the first time in FY 2025 the needs were not clear at the time as there were grant funds that were paying for some client services. Those grant funds were not renewed when they ended back in the Spring.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0382.003100	Office Supplies	$256.02
From	0100.0382.004232	Training, Conf., Seminars	$4,913.52
From	0100.0382.004999	Miscellaneous	$300.00
To	0100.0382.004100	Professional Services	$5,469.54

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	06/23/2025 01:43 PM
Budget Office	Saira Hernandez	06/25/2025 09:29 AM
County Court 2 (Originator)	Tanya Kunz	06/26/2025 10:08 AM
Budget Office	Saira Hernandez	06/26/2025 10:11 AM
County Court 2 (Originator)		06/26/2025 10:11 AM
County Judge Exec Asst.	Andrea Schiele	06/26/2025 02:11 PM
Budget Office	Saira Hernandez	06/26/2025 02:13 PM
Form Started By: Tanya Kunz		Started On: 06/23/2025 11:50 AM
Final Approval Date: 06/26/2025		

Commissioners Court - Regular Session **7.**

Meeting Date: 07/01/2025

Line Item Transfer

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

Department: J.P. Pct. #3

Agenda Category: Consent

Information

Agenda Item

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

Background

Line item 0100.0453.001107 (Temp Labor-Seasonal Help) has experienced a deficit in the current fiscal year due to unanticipated workload increases and special projects that exceeded initial staffing projections. Key contributing factors include: digitizing death inquest files by scanning and organizing inquest files as part of a digitization initiative aimed at improving records access and preservation; verifying the accuracy and completeness of scanned citations for accurate case management; entering citations due to increased volume of citations requiring timely data entry into Odyssey, necessitating the use of temporary personnel to avoid processing delays and maintain data accuracy.

These activities were critical in maintaining operational efficiency, but they resulted in expenditures beyond the amount originally allocated for temporary staffing. Staff is requesting approval for this transfer to resolve the deficit and support ongoing department operations. This transfer reallocates existing funds to address a shortfall in a specific line item necessary to meet operational needs.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0453.004002	Jurors, Grand Jurors, Jury Com	1887.10
To	0100.0453.001107	Temp Labor-Seasonal Help	1753.00
To	0100.0453.002010	FICA	134.10

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	06/26/2025 11:05 AM
Budget Office	Saira Hernandez	06/26/2025 11:25 AM
Form Started By: Cherie Vasquez		Started On: 06/26/2025 10:50 AM
Final Approval Date: 06/26/2025		

Commissioners Court - Regular Session **8.**

Meeting Date: 07/01/2025

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 Tools & Equipment <$5,000. Facilities had to purchase several equipment items that were not in our budget and funds need to be moved to cover the costs.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0509.004962	Janitorial Services	$6,500.00
From	0100.0509.003005	Office Furniture < $5,000	$3,500.00
To	0100.0509.003001	Tools & Equipment < $5,000	$10,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	06/25/2025 04:40 PM
Budget Office	Saira Hernandez	06/26/2025 10:11 AM
Form Started By: Gina Wrehsnig		Started On: 06/25/2025 02:19 PM
Final Approval Date: 06/26/2025		

Commissioners Court - Regular Session **9.**

Meeting Date: 07/01/2025

Line item Transfer

Submitted By: Sharrion Threadgill, County Court At Law #4

Department: County Court At Law #4

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on line item transfers for the County Courts at Law.

Background

Additional funds are needed for custodial fathers and custodial mothers court appointments.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0425-004134	Misd. Court Appts	50,000
To	0100-0425-004162	CUSTODIAL MOTHER-CRT APPT ATTY	30,000
To	0100-0425-004165	CUSTODIAL FATHER-CRT APPT ATTY	20,000

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	06/25/2025 04:38 PM
Budget Office	Saira Hernandez	06/26/2025 10:11 AM
Form Started By: Sharrion Threadgill		Started On: 06/25/2025 12:04 PM
Final Approval Date: 06/26/2025		

Commissioners Court - Regular Session **10.**

Meeting Date: 07/01/2025

District Attorney Request for Attorney General Project Funding

Submitted By: Gloria Favela, District Attorney

Department: District Attorney

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on a policy exception to utilize surplus salary dollars to fund temporary staff within the District Attorney's Office.

Background

This transfer would allow a temporary employee to complete work on a project related to the direction given by the Attorney General's Office.

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	06/26/2025 09:38 AM
Form Started By: Gloria Favela		Started On: 06/25/2025 05:33 PM
Final Approval Date: 06/26/2025		

Commissioners Court - Regular Session **11.**

Meeting Date: 07/01/2025

Line Item Transfer for District Attorney's Office

Submitted By: Gloria Favela, District Attorney

Department: District Attorney

Agenda Category: Consent

Information

Agenda Item

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

Background

This transfer would allow a temporary employee to complete work on a project related to the direction given by the Attorney General's Office. Past funding for this project has been from Non-Departmental (0100-0409-004998) but the District Attorney's Office has available surplus salary dollars that may be used, at the Court's option.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0440-001100	F/T Salaries	50,000
To	0100-0440-001107	Temp Seasonal Help	50,000

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	06/26/2025 09:41 AM
Budget Office	Saira Hernandez	06/26/2025 10:11 AM
Form Started By: Gloria Favela		Started On: 06/24/2025 03:22 PM
Final Approval Date: 06/26/2025		

Commissioners Court - Regular Session **12.**

Meeting Date: 07/01/2025

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	06/26/2025 10:04 AM
County Judge Exec Asst.	Andrea Schiele	06/26/2025 11:02 AM
Form Started By: Kayla Marek		Started On: 06/25/2025 03:41 PM
Final Approval Date: 06/26/2025		

Department	Position	Emp Num	Current Annual Salary	Merit Amt	Merit %	New Annual Salary	Lump-sum Merit	Pay Proposal Reason	Effective Date of Change
Commisisoners Court	Senior Paralegal.2018.001100.	17209	$70,990.40	$2,129.71	3.00	$73,120.11	-	MERIT	4-Jul-25
Unified Road Systems	Engineer III.1502.001100.	17434	$141,491.48	$9,904.44	7.00	$151,395.92	-	MERIT	4-Jul-25
Wilco Pretrial Services	Pretrial Officer.1959.001100.	17399	$50,593.92	$1,517.82	3.00	$52,111.74	-	MERIT	4-Jul-25

				(TO)	(FROM)
entity	**fund**	**dept**	**object**	**dr**	**cr**
01	0100	0591	001100	1,517.82	
01	0100	0591	001130		1517.82
01	0200	0210	001100	9904.44	
01	0200	0210	001130		9904.44
01	0100	0401	001100	2129.71	
01	0100	0401	001130		2129.71

Commissioners Court - Regular Session **13.**

Meeting Date: 07/01/2025

Cash Drawesr for WCRAS

Submitted By: Misty Valenta, Animal Services

Department: Animal Services

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action to establish six $100 cash drawers for the Animal Shelter.

Background

On July 14, 2025, the Williamson County Regional Animal Shelter will begin running adoptions out of the former Georgetown Animal Shelter. We will staff this location with six personnel. Each needs a $100 cash drawer.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	06/23/2025 02:25 PM
Form Started By: Misty Valenta		Started On: 06/23/2025 12:50 PM
Final Approval Date: 06/23/2025		

Commissioners Court - Regular Session **14.**

Meeting Date: 07/01/2025

VSC Assets for Auction

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

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

Background

Please see attached for details on items through 5/26/25.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

VSC Assets for Auction

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	06/26/2025 07:31 AM
County Judge Exec Asst.	Andrea Schiele	06/26/2025 09:42 AM
Form Started By: Cheryl Johnson		Started On: 06/25/2025 02:12 PM
Final Approval Date: 06/26/2025		

Vehicle Status Change Assets for Commissioners Court

Department	Created	County VIN/Serial Number	Equipment Unit Number	Reason for Status Change	Enter Agenda Date:	Make	Model	License Plate	Year	Short VIN
553 - Constable Pct 3	5/8/2025 1:47 PM	1GNLCDEC2KR288298	3B1912	Other- See Comments	7/1/2025	CHEVROLET	TAHOE	140-6811	2019	
560 - Sheriffs Office	5/14/2025 1:13 PM	49TSG162831061439	SF0334	REACHED OPERATIONAL LIFE EXPECTANCY	7/1/2025	CMT	BRUSH BUSTER	9064162	2003	

Commissioners Court - Regular Session **15.**

Meeting Date: 07/01/2025

VSC Asset for Transfer

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

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

Background

Please see the attachment for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

VSC Transfer

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	06/26/2025 07:35 AM
County Judge Exec Asst.	Andrea Schiele	06/26/2025 09:42 AM
Form Started By: Cheryl Johnson		Started On: 06/25/2025 04:03 PM
Final Approval Date: 06/26/2025		

Vehicle Status Change

Vehicle Information	
County VIN/Serial Number	1GC5WLE7XLF227323
Make	Chevrolet
Model	2500
Year	2020
License Plate	1426283
Equipment Unit Number	IB2017
Does vehicle have a toll TAG?	No
Toll TAG Destroyed	No

Status Change Details	
Reason for Status Change	TRANSFER (complete Receiving Department section)
Department	390 - Records Management
Department Authorized Signer	Richard Semple
Elected Official/Dept Head/ Authorized Staff Digital Signature	✓ Richard Semple 3/20/2025 9:55 AM 1.0
Receiving Department	503 - Information Systems
Receiving Department Authorized Signer	Richard Semple
Receiving Department Signature	✓ Richard Semple 3/21/2025 8:34 AM 4.0

Approvals	
Budget Office Signature Acknowledgement	✓ Ashlie Holladay 3/21/2025 9:09 AM 5.0
Authorized Fleet Staff Digital Signature	✓ Kevin Teller 3/21/2025 9:55 AM 6.0
Authorizing Risk Employee Signature	✓ Kristin McGrath 4/1/2025 4:05 PM 7.0
Auditor's Authorized Employee Signature	✓ Nancy Schiller 4/2/2025 8:16 AM 8.0
Purchasing Department Signature	✓ Cheryl Johnson 6/25/2025 4:05 PM 12.0
Enter Agenda Date:	7/1/2025

Commissioners Court - Regular Session **16.**

Meeting Date: 07/01/2025

Husch Blackwell 2025 Rate Amd

Submitted By: Hal Hawes, General Counsel

Department: General Counsel

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving an amendment to the rates set forth in the Agreement for Legal Services between the firm of Husch Blackwell and Williamson County dated September 6, 2022.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Husch Blackwell Rate Amendment 2025

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	06/24/2025 02:22 PM
Form Started By: Hal Hawes		Started On: 06/24/2025 01:11 PM
Final Approval Date: 06/24/2025		

HUSCH BLACKWELL

JAMES K. MCCLENDON
Senior Counsel

111 Congress Avenue, Suite 1400
Austin, TX 78701-4093
Direct: 512.479.9761
Fax: 512.479.1101
james.mcclendon@huschblackwell.com

June 23, 2025

VIA E-MAIL: hal.hawes@wilcotx.gov

Williamson County EMS
a/k/a County of Williamson, Texas
c/o Hal C. Hawes, General Counsel
710 Main Street, Suite 200
Georgetown, TX 78626

Re: Amended Agreement for Legal Services

Dear Mr. Hawes:

Thank you for asking Husch Blackwell to represent Williamson County EMS a/k/a County of Williamson, Texas.

By your signature below, this will confirm updated hourly rates for the year 2025 starting July 1, 2025 will be as follows: James K. McClendon/Partners - $635; Associates - $500; Paralegals - $275. All other terms of our engagement agreement dated September 6, 2022 remain the same.

Please return a signed copy of this Agreement to me.

Very truly yours,

HUSCH BLACKWELL LLP

By: Jim McClendon
James K. McClendon
Senior Counsel

JKM:clc

AGREED:

Williamson County, Texas
WILLIAMSON COUNTY EMS
A/K/A COUNTY OF WILLIAMSON, TEXAS

BY: _____
As Presiding Officer of the Williamson
County Commissioners Court

_____
Dated:

Commissioners Court - Regular Session **17.**

Meeting Date: 07/01/2025

Extension Amd Forest St

Submitted By: Hal Hawes, General Counsel

Department: General Counsel

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a Commercial Contract Amendment between Novert A. Morales & Wendy Morales, as Sellers, and Williamson County, Texas, as Buyer, to extend the feasibility period to September 4, 2025 on the Commercial Contract for Improved Property for the purchase of the real property and improvements located at 600 Forest Street, Georgetown, Texas (S3667 -- City of Georgetown, Lot 1,2 (N/PT), 0.275 acres).

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Extension Amendment - Forest St. Property

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	06/23/2025 08:19 AM
Form Started By: Hal Hawes		Started On: 06/20/2025 03:17 PM
Final Approval Date: 06/23/2025		

TEXAS REALTORS

COMMERCIAL CONTRACT AMENDMENT

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.
©Texas Association of REALTORS®, Inc., 2022

AMENDMENT TO COMMERCIAL CONTRACT BETWEEN THE UNDERSIGNED BUYER AND SELLER CONCERNING THE PROPERTY AT

600 Forest, Georgetown, TX 78626

Effective _____, Seller and Buyer amend the contract as follows: *(Check all applicable boxes.)*

☐ A. Sales Price: The sales price in Paragraph 3 of the contract is changed to:

Cash portion payable by Buyer at closing. . . . . $ _____

Sum of all financing described in the contract. . . . . $ _____

Sales price (sum of cash portion and sum of all financing) . . . . . $ _____

☐ B. Property Description: The Property's legal description in Paragraph 2A of the contract is changed to the legal description described on the attached Exhibit _____ or as follows:

☐ C. Repairs: Buyer accepts the Property in its present condition except that Seller, at Seller's expense, will complete the following before closing:

☒ D. Extension of Feasibility Period: Prior to the expiration of the feasibility period, Buyer may extend the feasibility period until 11:59 p.m. on September 4, 2025 *(date)* by delivering $1,000.00 to the title company as additional earnest money.

(1) $500.00 of the additional earnest money will be retained by Seller as additional independent consideration for Buyer's unrestricted right to terminate, but will be credited to the sales price only upon closing of the sale. If Buyer terminates under this Paragraph D, the additional earnest money will be refunded to Buyer and Seller will retain the additional independent consideration.

(2) Buyer authorizes escrow agent to release and deliver to Seller the following at any time upon Seller's request without further notice to or consent from Buyer:
(a) The additional independent consideration.
(b) *(Check no boxes or only one box.)*
☐ all or ☒ $500.00 of the remaining portion of the additional earnest money, which will be refunded to Buyer if Buyer terminates under this Paragraph 7B or if Seller defaults under the contract.

If no dollar amount is stated in this Paragraph D as additional earnest money or as additional independent consideration, or if Buyer fails to timely deliver the additional earnest money, the extension of the feasibility period will not be effective.

Amendment to Commercial Contract concerning **600 Forest, Georgetown, TX 78626**

☐ E. Extension of Financing Deadline: The deadline for Buyer to give notice of inability to obtain the:

☐ (1) Third party loan(s) described in Subparagraph A(2) of the Commercial Contract Financing Addendum is extended until _____ *(date)*.

☐ (2) Assumption approval described in Subparagraph B(6) of the Commercial Contract Financing Addendum is extended until _____ *(date)*.

☐ (3) Buyer has paid Seller additional consideration of $ _____ for the extension financing deadline. This additional consideration ☐ will ☐ will not be credited to the sales price upon the closing of the sale.

☐ F. Closing: The closing date in Paragraph 10A of the contract is changed to _____.

☐ G. Expenses: At closing Seller will pay the first $ _____ of Buyer's expenses under Paragraph 13 of the contract.

☐ H. Waiver of Right to Terminate: Upon final acceptance of this Amendment, Buyer waives the right to terminate under Paragraph 7B of the contract.

☐ I. Counterparts: If this amendment is executed in a number of identical counterparts, each counterpart is an original and all counterparts, collectively, constitute one agreement.

☐ J. Other Modifications:

Seller: _____

By: _____

By (signature): Signed by: NOVERT MORALES 6/19/2025 CD2B8FD84249A1D...

Printed Name: **Novert A Morales**

Title: _____

By: _____

By (signature): Signed by: WENDY MORALES 6/19/2025 2F4363C654444D4...

Printed Name: **Wendy Morales**

Title: _____

Buyer: _____

By: _____

By (signature): _____

Printed Name: **Steven Snell Williamson County Judge**

Title: **Williamson County Judge**

By: _____

By (signature): _____

Printed Name: _____

Title: _____

Commissioners Court - Regular Session **18.**

Meeting Date: 07/01/2025

Court Cancellation

Submitted For: Steven Snell **Submitted By:** Andrea Schiele, County Judge

Department: County Judge

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on canceling Commissioners Court on Tuesday, September 2, 2025.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Andrea Schiele	06/26/2025 04:37 PM
Form Started By: Andrea Schiele		Started On: 06/26/2025 04:31 PM
Final Approval Date: 06/26/2025		

Commissioners Court - Regular Session **19.**

Meeting Date: 07/01/2025

Discuss, consider and take appropriate action on granting consent to the Coupland Civic Organization, Inc.'s donation, transfer and conveyance to the City of Coupland of property that includes the Caboose located in the Historic Depot in Coupland, Texas, which was previously renovated through funding from the Williamson County Community Recreational Facility Fund pursuant to a Contract in the Public Interest Between Williamson County, Texas and Coupland Civic Organization, Inc. (Community Recreation Facility Fund) dated effective August 2, 2017.

Submitted For: Russ Boles **Submitted By:** Kelley Hernandez, Commissioner Pct. #4

Department: Commissioner Pct. #4

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on granting consent to the Coupland Civic Organization, Inc.'s donation, transfer and conveyance to the City of Coupland of property that includes the Caboose located in the Historic Depot in Coupland, Texas, which was previously renovated through funding from the Williamson County Community Recreational Facility Fund pursuant to a Contract in the Public Interest Between Williamson County, Texas and Coupland Civic Organization, Inc. (Community Recreation Facility Fund) dated effective August 2, 2017.

Background

Williamson County provided $10,000.00 of funding to the Coupland Civic Organization, Inc. from the Williamson County Community Recreational Facility Fund for renovations to the Caboose located in the Historic Depot in Coupland, Texas. The terms of the funding were set out in a Contract in the Public Interest Between Williamson County, Texas and Coupland Civic Organization, Inc. (Community Recreation Facility Fund) dated effective August 2, 2017 (the "Contract"). The Contract requires the Coupland Civic Organization, Inc. to obtain the County's consent prior to any type of conveyance, lease or transfer of the Caboose to another party. In the event such consent is not obtained, the Coupland Civic Organization, Inc. would be required to reimburse Williamson County the $10,000.00 of funding. The proposed donation, transfer and conveyance of the property containing the Caboose is to the City of Coupland. The City of Coupland will continue to maintain the Caboose as a feature of the property, and it will remain open to the public.

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	06/25/2025 04:42 PM
Form Started By: Kelley Hernandez		Started On: 06/25/2025 11:06 AM
Final Approval Date: 06/25/2025		

Commissioners Court - Regular Session **20.**

Meeting Date: 07/01/2025

Deputy Appointment

Submitted For: Kevin Wilkie **Submitted By:** Byron Totty, Constable Pct. #3

Department: Constable Pct. #3

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action concerning the appointment of Adam Hughes as Deputy Constable for Precinct 3.

Background

Adam Hughes has been selected to fill the vacant Deputy position at Constable Pct. 3 after having completed a background investigation and interview process. Hughes is an Advanced Peace Officer with over 6 years of service and over 5 years of that to Williamson County as a Deputy Sheriff. Hughes is a resident of Williamson County.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	06/20/2025 10:29 AM
Form Started By: Byron Totty		Started On: 06/20/2025 08:13 AM
Final Approval Date: 06/20/2025		

Commissioners Court - Regular Session **21.**

Meeting Date: 07/01/2025

Approval of Agreement for Public Records Data with Lexis Nexis for Sheriff's Office

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving Agreement #2025269 between Williamson County and LexisNexis for a period of three (3) years to be used by the Sheriff's Open Records team for research purposes in the amount of $17,496.00 and authorizing the execution of the agreement.

Background

The approval of this agreement is currently being utilized by the Sheriff's Office. The subscription will be for a period of three (3) years beginning on October 1, 2025–September 30, 2028. Monthly subscription fees are $462.00 in year one, $486.00 in year two, and $510.00 in year three. The line item to be charged is 01.0100.0560.004210 for FY25. Origination #2820. The point of contact is Virginia Johnson.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Form 1295

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	06/26/2025 08:18 AM
County Judge Exec Asst.	Andrea Schiele	06/26/2025 09:57 AM
Form Started By: Barbi Hageman		Started On: 06/24/2025 02:14 PM
Final Approval Date: 06/26/2025		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

COUNTY ADDENDUM No. 1
WITH
LEXIS NEXIS A DIVISION OF RELX, INC.
(Account Number: 100004Y9B)

The underlying Lexis Subscription Agreement and its Amendments (Collectively the "Agreement") regarding account number: 100004Y9B (the "Amendment"), between Lexis Nexis a division of RELX, INC. ("LN") and Williamson County, Texas ("Subscriber") is amended as specifically set forth herein to incorporate the terms and conditions of this Addendum No. 1. As amended, the Agreement shall remain in full force and effect according to its terms and conditions. All terms used in this Addendum No. 1 shall have the meanings attributed to them in the Agreement. This Addendum No. 1 supersedes any and all prior understandings and agreements, oral or written, relating to the subject matter. In the event there is a conflict between the terms and conditions of the Agreement and the terms and conditions of this Addendum No. 1, the following terms and conditions of this Addendum No. 1 shall control:

1. **Termination for Convenience.** Subscriber may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to LN. In the event of such termination, it is understood and agreed that only the amounts due to LN 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 Subscriber's termination of this Agreement for convenience.

2. **No Indemnification by Subscriber.** LN acknowledges and agrees that under the Constitution and the laws of the State of Texas, Subscriber cannot enter into an agreement whereby Subscriber agrees to indemnify or hold harmless any other party, including but not limited to LN; therefore, all references of any in this Agreement to Subscriber indemnifying, holding or saving harmless any other party, including but not limited to LN, for any reason whatsoever are hereby deemed void and deleted.

3. **Venue and Governing Law.** Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Williamson County, Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

4. **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 Subscriber, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Subscriber 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.

5. **The County's Right to Audit.** LN agrees that Subscriber 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 LN which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. LN agrees that Subscriber shall have access during normal working hours to all necessary LN facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. Subscriber shall give LN reasonable advance notice of intended audits.

6. **Non-Appropriation and Fiscal Funding.** The obligations of Subscriber under this Agreement do not constitute a general obligation or indebtedness of Subscriber for which Subscriber is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that The County shall have the right to terminate this Agreement at the end of any Subscriber's fiscal year if the governing body of Subscriber does not appropriate sufficient funds as determined by Subscriber's budget for the fiscal year in question. Subscriber may effect such termination by giving written notice of termination to LN at the end of its then-current fiscal year to be effective as of the last day of Subscriber's fiscal year. For purposes of this Agreement, the Subscriber 's fiscal year shall be October 1st to September 30th.

7. **Payment, Interest and Late Payments.** Subscriber'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 Subscriber 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 Subscriber 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 Subscriber'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 LN, Subscriber shall notify LN of the error not later than the twenty first (21st) day after the date Subscriber receives the invoice. If the error is resolved in favor of LN, LN shall be entitled to receive interest on the unpaid balance of the invoice submitted by LN beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of Subscriber, LN 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.

8. **General Insurance Requirements.** This provision shall apply in the event insurance is required under the Agreement. **"Williamson County, Texas" and its directors, officers and employees shall be added as additional insureds** under the general liability and auto liability coverages of required policies, and on those policies where Subscriber, its directors, officers and employees are additional insureds, such insurance shall be primary, and any insurance maintained by Subscriber shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of Subscriber. The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A- rating,as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued. LN shall furnish Subscriber with a certification of coverage issued by the insurer. LN shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requirements set forth hereunder, LN shall also notify Subscriber, 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.**

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

10. **Sales and Use Tax Exemption.** Subscriber is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. § 151.309, as amended, and the services and materials subject hereof are being secured for use by Subscriber. Exemption certificates will be provided to contractors and suppliers upon request.

11. **Texas Public Information Act.** To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that Subscriber, 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 Subscriber as to whether or not the same are available to the public. It is further understood that Subscriber's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Subscriber, 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 Subscriber by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

12. **Execution in Counterparts.** This Agreement may be executed in counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which together shall constitute one and the same document.

13. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.

Lexis Nexis a division of RELX, INC.

By: Korinne Pace Digitally signed by Korinne Pace Date: 2025.06.24 14:02:34 -04'00'

Printed Name: Korinne Pace

Title: Contract Analyst

Date: June 24, 2025

Williamson County, Texas

By: _____

Printed Name: _____

Title: As Presiding Officer, Williamson Commissioners Court

Date: _____ ____, 20___

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Jun 25 2025 Time: 9:24 am

Reviewed by Contract Audit
SARA GREER, CGAP
Contract Auditor
Williamson County Auditor's Office
Date: Jun 24 2025 Time: 2:08 pm

AMENDMENT
LEXIS®/LEXIS®+/LEXIS®+AI FOR STATE/LOCAL GOVERNMENT
(EXISTING SUBSCRIBER VERSION - AAR)

"**Subscriber**" **Name: Williamson County-Sheriff's Office**
Account Number: 100004Y9B
"LN": LexisNexis, a division of RELX Inc.

1. Amendment

This Amendment ("Amendment") amends and supplements the terms of the Lexis Subscription Agreement previously entered into between LexisNexis, a division of RELX Inc. ("LN") and Subscriber (the "Subscription Agreement"). This Amendment shall serve as Subscriber's acceptance of the General Terms & Conditions for Use of the Online Services in effect as of the date of this Amendment and displayed at: https://www.lexisnexis.com/en-us/terms/GovtAcademic/terms.page.

2. Certification

2.1. Subscriber certifies that the number of government professionals in Subscriber's organization is as set forth below. A "Government Professional User" is defined as an attorney, judge, librarian, researcher, investigator or analyst who is employed by the Subscriber.

Number of Government Professional Users:	**1**

2.2. A "Support Staff User" is defined as a person who supports the Government Professional User, including, but not limited to: paralegals, interns, legal secretaries or other administrative support members. 1 ID will be issued to support staff for each Government Professional User accounted for above. Support Staff Users will receive access at no additional charge.

2.3. Each LN ID must be issued for individual use by the Government Professional User or Support Staff User.

2.4. If Subscriber, at the time of signing this Amendment has 11 or more Government Professional Users, then Subscriber is required to notify LN if the number of Government Professional Users falls below 11. Subscriber shall, within 30 days of the staffing change, notify LN in writing.

2.5. Subscriber acknowledges that the pricing and menus provided to Subscriber in this Amendment depend in part on the number of Government Professional Users in Subscriber's organization. Subscriber certifies that as of the date Subscriber signs this Amendment there are the number of Government Professional Users in Subscriber's organization (the "Reference Number") as Subscriber has specified above.

(a) At LN's request from time to time, Subscriber will certify in writing the then-current Reference Number.

(b) If there is a change in the Reference Number during the Term, LN may, in its sole discretion on at least 30 days prior written notice to Subscriber, increase or decrease the Monthly Commitment by an amount that does not exceed, on a percentage basis, the change in the Reference Number.

3. Lexis+ Product and Charges

3.1. This Section 3 amends the Subscription Agreement with respect to the Lexis+ product offering described below. The term of Subscriber's commitment for the Lexis+ product offering will begin upon the date Subscriber's billing account ("Account Number") is activated ("Activation") and will continue for the last period set forth in Section 3.4 below (the "Committed Term"). Subscriber may not terminate this Amendment for convenience under the General Terms during the Committed Term. Notwithstanding the foregoing, Subscriber may terminate this Amendment during the Committed Term for a material breach by LN that remains uncured for more than 30 days after LN receives written notice from Subscriber identifying a specific breach. If Subscriber terminates this Amendment pursuant to this Section, then Subscriber will pay all charges incurred up to the date of termination.

Lexis+ Content & Features		
Product	**SKU Number**	**Number of Users**
TX Briefs, Pleadings & Motions	1010495	1
TX Practice Library	1010629	1
TX Enhanced with Full Federal	1011587	1
Lexis+™ Practical Guidance - State & Local Government	1534660	1

3.2. This Agreement commences on the Effective Date and continues for the Committed Term designated in Section 3.4; provided, that, after the Committed Term, this Agreement shall automatically renew for successive one-year renewal terms (each, a "Renewal Term"), unless either Party provides written notice of non-renewal at least thirty (30) days' prior to the expiration of the then-current Committed Term or Renewal Term, as the case may be. "Term" means, collectively, the Initial Term, Committed Term and all Renewal Terms.

3.3. Commencing at the Renewal Term (defined in Section 3.2), at each anniversary of the Effective Date, LN shall increase all recurring fees by seven point five per cent (7.5%) per Contract Year.

3.4. In exchange for access to the Lexis+ Content, Feature and/or Service set forth above in Section 3.1, Subscriber will pay to LN the following amount (the "Monthly Commitment") during the periods set forth below.

Committed Term	Monthly Commitment
10/1/2025 - 9/30/2026	$462
10/1/2026 - 9/30/2027	$486
10/1/2027 - 9/30/2028	$510

Some of the Online Services may allow Authorized Users to upload documents within the LN Online Services, known as the Vault ("Vault"). Subscriber may elect to disable the Vault for its Authorized Users by initialing below.

To have the Vault disabled for your Authorized Users, initial here _____
(Initial)

3.5. During the Term, LN may make content and features available to Subscriber that are not included in the Lexis+ Content described above at an additional charge ("Out of Plan Materials"). Authorized Users trying to access Out of Plan Materials will be notified of the additional charges before the materials are displayed. If an Authorized User accesses the Out of Plan Materials, Subscriber will pay the transactional charge(s) displayed at the time of access. If Subscriber does not initial below, Out of Plan Materials will be excluded from Authorized User's search.

To have Out of Plan Materials available for your Authorized Users, initial here _____
(Initial)

3.6. Use of Lexis+ under this Amendment is available to Subscriber and its Authorized Users (defined in the General Terms).

3.7. LN may temporarily suspend access to Lexis+ until all unpaid amounts are paid in full. No claims directly or indirectly related to this Amendment with respect to amounts billed or payments made under this Amendment may be initiated by Subscriber more than 6 months after such amounts were first billed to Subscriber.

4. Closed Offer
The prices and other terms are subject to change if Subscriber has not submitted a signed original or copy on or before 7/20/2025.

5. Confidential Information
Subject to any state open records or freedom of information statutes, this Amendment contains confidential pricing information of LN. Subscriber understands that disclosure of the pricing information contained herein could cause competitive harm to LN and will receive and maintain this Amendment in trust and confidence and take reasonable

precautions against such disclosure to any third person. This Section 5 will survive the termination or expiration of this Amendment.

6. Support and Training

During the Term, Subscriber, with the support of LN, agrees to encourage the effective use of Lexis+ through:

(a) Meaningful participation in additional ongoing programs presented by LN to update and train Authorized Users;

(b) Authorize the periodic distribution of memos or other communications by LN and/or Subscriber to Authorized Users; and

(c) The periodic review with LN of Subscriber's Authorized User's use of materials and training under this Amendment.

7. Miscellaneous

This Amendment does not bind either party until it has been accepted by both parties. Subscriber may accept this Amendment by signing below. LN will accept this Amendment by providing Subscriber with access to Lexis+ or by signing below.

LEXISNEXIS WILL NOT ACCEPT ANY CHANGES, CORRECTIONS OR ADDITIONS TO THIS AMENDMENT UNLESS SUCH CHANGES ARE EXPRESSLY ACCEPTED BY LN IN WRITING. SUCH CHANGES WILL HAVE NO LEGAL EFFECT.

AGREED TO AND ACCEPTED BY:

Subscriber:	**Williamson County-Sheriff's Office**
[MUST BE COMPLETED BY SUBSCRIBER]	
Authorized Subscriber Signature:	
Printed Name:	
Job Title:	
Date:	

LexisNexis, a division of RELX Inc.

[COMPLETED BY LEXISNEXIS]

Authorized Signature:	Korinne Pace Digitally signed by Korinne Pace Date: 2025.06.24 10:31:03 -04'00'
Name:	Korinne Pace
Job Title:	Contract Analyst
Date:	6/24/2025

AMENDMENT
LEXIS®/LEXIS®+/LEXIS®+AI FOR STATE/LOCAL GOVERNMENT
(EXISTING SUBSCRIBER VERSION - AAR)

Customer Information (please print or type)			
Organization Name (full legal name)		Williamson County-Sheriff's Office	
Billing Frequency		☐ Monthly	☒ Annually
Tax Exempt (if yes please provide exemption certificate)		☒ Yes	☐ No
New Invoice Contact Person	☐ Yes ☒ No	First & Last Name	Email Address
PO Required?	☐ Yes ☒ No	PO #	
MSA # if applicable			

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1328294

Date Filed:
06/24/2025

Date Acknowledged:

1 **Name of business entity filing form, and the city, state and country of the business entity's place of business.**
LexisNexis, a division of RELX Inc.
Miamisburg , OH United States

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

3 **Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**
2025269
LexisNexis Renewal- Open Records

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
RELX Group PLC	London England United Kingdom	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), US (country).

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

Executed in Montgomery County, State of OH, on the 24 day of June (month), 20 25 (year).

Korinne Pace
Digitally signed by Korinne Pace
Date: 2025.06.24 10:41:03 -04'00'

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1328294

Date Filed:
06/24/2025

Date Acknowledged:
06/24/2025

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

LexisNexis, a division of RELX Inc.
Miamisburg , OH United States

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

William's County Sherrif's Office

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

2025269
LexisNexis Renewal- Open Records

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
RELX Group PLC	London England United Kingdom	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 **22.**

Meeting Date: 07/01/2025

Annual renewal of Texas State Library Contract

Submitted For: Nancy Rister **Submitted By:** Nancy Rister, County Clerk

Department: County Clerk

Agenda Category: Consent

Information

Agenda Item

Discuss and take appropriate action on the renewal of the contract with the Texas State Library and Archives Commission for County Clerk microfilm storage and creation for the State's FY 9-1-2025 thru 8-1-2026.

Background

This is the annual renewal for the Texas State Library and Archives Commission for FY 2025-2026.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

TSL Contract for CC microfilm

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	06/25/2025 10:40 AM
County Judge Exec Asst.	Andrea Schiele	06/25/2025 04:47 PM
Form Started By: Nancy Rister		Started On: 06/24/2025 05:34 PM
Final Approval Date: 06/25/2025		

Interlocal Cooperation Contract for Storage & Imaging Services

SLRM Contract Number: 6-26-1246
WILCO Receiving Agency Contract Number:

This Interlocal Cooperation Contract **6-26-1246** is entered into by and between the Contracting Agencies shown below pursuant to the authority granted in and in compliance with the provisions of the Interlocal Cooperation Act, Texas Government Code, Chapter 791.

I. CONTRACTING AGENCIES

Receiving Agency

Agency Name:	Williamson County Clerk
Agency Code:	1246
Contact Person:	Nancy Rister
Contact Phone:	(512) 943-1549
Contact Email:	nrister@wilco.org

Performing Agency

Name:	Texas State Library and Archives Commission
Agency Number:	306
TINS Number	33063063060013
Contact Person:	Zach Bruton
Contact Phone:	(512) 475-5151
Contact Email:	zbruton@tsl.texas.gov

II. STATEMENT OF SERVICES TO BE PERFORMED

The Performing Agency will perform records storage and imaging related services in levels not to exceed the total billable amounts in Section V of this Contract. Billable fees for records storage and imaging related services will be assessed monthly based on actual services performed. Fees for services under this Contract are outlined in the attached Fee Schedules.

Information regarding the eligibility for storage and imaging, record preparation, transferring and transporting records, requesting, or returning stored records, and the final disposition of stored records is available on the Performing Agency's website in the "Records Management" Section.

III. WARRANTIES

Receiving Agency warrants that (1) the services are necessary and authorized for activities that are properly within its statutory functions and programs; (2) it has authority to contract for the services under authority granted in Williamson County and Texas Government Code, Chapter 791; (3) it has all necessary power and has received all necessary approvals to execute and deliver this Contract; and (4) the representative signing this Contract on its behalf is authorized by its governing body to sign this Contract.

The Performing Agency warrants that (1) it has authority to perform these services under authority granted in Texas Government Code, Chapter 441, and Texas Government Code, Chapter 791; 2) it

has all necessary power and has received all necessary approvals to execute and deliver this Contract; and (3) the representative signing this Contract on its behalf is authorized by its governing body to sign this Contract.

IV. BASIS FOR CALCULATING REIMBURSABLE COSTS

All fees charged under this Contract are formulated on a cost recovery model and are reviewed and approved by the Texas State Library and Archives Commission. Reimbursable costs under this Contract will be calculated for Records Center Services in accordance with Texas Government Code, Chapter 441, and 13 Texas Administrative Code §6.121 and §6.122, and as listed in the attached Fee Schedules effective September 1, 2025.

V. CONTRACT AMOUNT

The total amount of this Contract shall not exceed **$57,000.00**. Of the total amount of this Contract, $7,000.00 of this amount is designated for storage services and $50,000.00 is designated for imaging services.

If the services provided under this Contract are anticipated to exceed the total contract amount as stated in this section, or if the scope of services changes during the contract term, the Performing and Receiving Agencies agree to amend this Contract in writing to reflect the updated total contract amount(s) and/or amended scope of services.

VI. INVOICING FOR SERVICES

The Performing Agency will submit invoices to the Receiving Agency on a monthly basis and will provide supporting documentation for all services provided and the charges incurred during the invoicing period. Any additional reports requested by the Receiving Agency regarding services provided will be charged as "Other Services" and will be discussed and agreed upon by both parties prior to the start of the work.

Invoices will be submitted to the Receiving Agency as PDF files via email to the contact listed below. The Receiving Agency is responsible for informing the Performing Agency at ar@tsl.texas.gov if the billing email address changes or some other method of submission is necessary for the invoices.

The Receiving Agency's email address for receiving invoices is: nrister@wilco.org.

Questions concerning billing and accounting transactions related to this Contract should be directed to the attention of:

Texas State Library and Archives Commission
State and Local Records Management
Attention: Accounting
Box 12516
Austin, TX 78711-2516
Email: ar@tsl.texas.gov

VII. PAYMENT FOR SERVICES

Payment for services performed under this Contract will be made by Receiving Agency on a cost-reimbursable basis on receipt of a monthly invoice from Receiving Agency for actual expenditures.

Payments made under this Contract will (1) fairly compensate Performing Agency for the services performed under this Contract, and (2) be paid from current revenues available to the Receiving Agency.

The Receiving Agency will remit payment to the following address:

Texas State Library and Archives Commission
Accounts Receivable
Box 12516
Austin, TX 78711-2516

VIII. TERM OF CONTRACT

This Contract begins September 1, 2025, and terminates on August 31, 2026.

IX. TERMINATION

In the event of a material failure by a Contracting Agency to perform its duties and obligations in accordance with the terms of this Contract, the other agency may terminate this Contract upon 30 days' advance written notice of termination setting forth the nature of the material failure; provided that the material failure is through no fault of the terminating agency. The termination will not be effective if the material failure is fully cured prior to the end of the 30-day period.

A Contracting Agency may terminate this Contract without cause upon 30 days' advance written notice of intent to terminate the Contract to the other Contracting Agency. The notice of intent to terminate must reference the State and Local Records Management (SLRM) Contract Number and must be dated and signed by the agency head or the authorized records management officer. The date of actual Contract termination must be mutually agreed to in writing by both parties to allow for the appropriate and efficient disposition of all records in storage or micro- conversion in process at the time of cancellation notice. Payment for storage services performed will be the responsibility of the Receiving Agency until all records are removed from storage, and payment for imaging services will be due for all imaging services performed prior to the agreed termination date. All fees will be calculated as outlined in the attached fee schedules.

X. NOTICES

All notices, consents, approvals, demands, requests, or other communications provided for or permitted to be given under any of the provisions of this Contract shall be in writing by email to the Contact Persons identified in Section I above or such other person or address as may be given in writing by either agency to the other in accordance with this Section.

The Contracting Agencies bind themselves to the faithful performance of this Contract, executed effective as of the Effective Date by the following duly authorized representatives of the Contracting Agencies.

RECEIVING AGENCY
Williamson County Clerk

By: _____
Steven Snell, County Judge

Date: _____

PERFORMING AGENCY
Texas State Library and Archives Commission

By: _____
Donna Osborne, Chief Operations and Fiscal Officer

Date: _____

By: _____
Sarah Swanson, General Counsel

Date: _____

By: _____
Craig Kelso, Division Director – SLRM

Date: _____

GENERAL INSTRUCTIONS

An electronic copy of this entire document, including any attachments, addenda, and/or exhibits must be submitted to the Receiving Agency for approval. The Receiving Agency must sign and return an electronic copy to: ar@tsl.texas.gov

Commissioners Court - Regular Session **23.**

Meeting Date: 07/01/2025

CDBG FY24 Agreements

Submitted By: Sally Bardwell, HUD Grants

Department: HUD Grants

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take action on the Subrecipient Agreements between Williamson County and Hill Country Ministries, Granger Housing Authority and Hope Alliance/Crisis Center for Community Development Block Grant funding.

Background

The attached agreements coincide with projects outlined in the approved CDBG FY24 Annual Action Plan.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Hill Country Ministries CDBG FY24

Granger Housing Authority CDBG FY24

Hope Alliance CDBG FY24

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	06/25/2025 04:43 PM
Form Started By: Sally Bardwell		Started On: 06/25/2025 12:09 PM
Final Approval Date: 06/25/2025		

AGREEMENT BETWEEN WILLIAMSON COUNTY
AND HILL COUNTRY MINISTRIES
FOR THE USE OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
FISCAL YEAR 2024 FUNDING

THIS AGREEMENT, entered into this ___ day of _____, 2025, by and between Williamson County ("County"), and Hill Country Ministries ("Subrecipient");

WHEREAS, the County is the recipient of Community Development Block Grant (CDBG) funds granted by the U.S. Department of Housing and Urban Development (HUD) under Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301) and under the l

WHEREAS, the County wishes to utilize CDBG funds to assist Subrecipient in providing rental and utility assistance to income qualified households.; and

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

PART I

1. **PURPOSE AND SCOPE OF SERVICES:**

A. Subrecipient will perform the services described in Exhibit A attached to this Agreement pursuant to the project description, timeline and budget.

B. Upon request, the County will provide technical assistance to the subrecipient concerning compliance with the terms of this Agreement. The subrecipient shall be responsible for all bidding procedures and subcontractural arrangements. All procedures shall be carried out in accordance with all Federal, State and local standards, and shall be monitored by the County.

C. The Project shall be completed in compliance with all applicable state and local codes. Upon completion, this Project shall be operated in compliance with all applicable federal, state and local laws. Subrecipient agrees the funding shall be used solely for the purpose of costs as detailed in Part I.1.A. of this Agreement.

2. **TIME OF PERFORMANCE:**

Subrecipient shall perform according to the schedule described in Exhibit A. The schedule for performance is subject to change by mutual agreement of both parties in writing.

3. **PROPOSED PROJECT BUDGET**

See attached budget in Exhibit A.

Objective and Outcome Statement: Availability/Accessibility for the purpose of creating suitable living environments.

5. **Project Indicators:**

Indicators will be requested of the Subrecipient by the Williamson County Community Development Administrator and could include but is not limited to such items as amount of money leveraged; number of persons, households, businesses, unit or beds assisted, as appropriate; income levels of persons or households; race, ethnicity, and disability data. Subrecipient agrees to fulfill the Community Development Administrator's request in a reasonable time but not to extend past 15 days after request.

6. **COMPENSATION AND METHOD OF PAYMENT:**

The County shall pay and Subrecipient agrees to accept in full $25,000 (Grant Amount – Twenty Five Thousand Dollars and no/100) (hereinafter "Grant") for performance under this Agreement, as follows:

A. Based on the approved budget, partial payments shall be made upon presentation of (i) architect's Certificates for Payment for applicable labor and construction materials and supplies purchased or billed from the contractor for progress payments for project work completed, and/or (ii) purchase agreements, invoices, executed lien waivers, and other supporting documents covering all amounts to be paid, and/or (iii) time sheets and other source documents. Payments will be made for eligible expenses actually incurred by Subrecipient, and not to exceed actual cash requirements.

B. All payments under this agreement are subject to receipt by the County of sufficient federal funds for the CDBG program. CDBG funds shall be drawn from the U.S. Treasury by the County through the Integrated Disbursement and Information System (IDIS). The County shall retain exclusive direct access rights to the IDIS system. All access to the IDIS system will be by duly authorized persons designated by the County as approved by HUD. Any termination, reduction or delay of receipt of CDBG funds to the County shall, at the sole option of the County, result in the termination, reduction or delay of CDBG funds to the subrecipient.

C. Subrecipient shall not hold funds. Any funds not immediately disbursed by the subrecipient shall be returned to the County and will be deposited in the U.S. Treasury, CDBG Trust Account. Any interest earned on cash advances from the U.S. Treasury and/or County of less than one hundred dollars ($100.00) per year may be retained by the subrecipient and used for project expenses. Any interest in excess of one hundred dollars ($100.00) per year shall be remitted promptly to the County.

D. Subrecipient shall report all program income as defined at 24 CFR 570.500(a) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. Subrecipient may use such income during the contract period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unused program income shall be returned to the County at the end of the Agreement period. Any interest earned on cash advances from the U.S. Treasury is not program income and shall be remitted promptly to the County.

7. **TERMS AND CONDITIONS:**

A. Subrecipient agrees to comply with all applicable federal, state, and local laws and regulations governing the funds provided under this Agreement.

B. The County shall have no responsibility or liability for the maintenance, operation or program funding for Subrecipient.

C. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. Subrecipient shall at all times remain independent with respect to the services to be performed under this Agreement. The County shall be exempt from payment of all unemployment compensation, FICA, retirement, life and/or medical insurance and workers' compensation insurance.

D. During the period of this Agreement, effective as of the start of the Project, the Subrecipient and/or contractor and/or subcontractor performing any portion of the work on the Project that involves any construction trade (hereinafter collectively referred to in this provision as “Construction Trade Participant(s)”) shall, at their own expense, procure and maintain all-risk property damage and liability insurance. For the term of this Agreement, Construction Trade Participant(s) shall list the County as an additional insured on said all-risk property damage and liability insurance. Property damage coverage shall not be less than the current market value of the property. Liability coverage shall include contractual insurance as well as comprehensive form insurance, and shall provide coverage of not less than $1,000,000 bodily injury per person, $1,000,000 bodily injury per occurrence, and $500,000 property damage. Subrecipient, on behalf of itself and on behalf of any other Construction Trade Participant(s), shall furnish the County with a certificate of insurance before any work is started by any such party. The certificate of insurance shall include a statement guaranteeing that the insurance policy shall not be cancelled, non-renewed or materially changed without thirty (30) days advance written notice being given to the Community Development Administrator. Construction Trade Participant(s) shall provide Workers' Compensation Insurance coverage as required by Texas law for all employees involved in the performance of this Agreement. The insurance company providing the insurance must be licensed to do business in the State of Texas and rated as A or better by A.M. Best. The Subrecipient hereby acknowledges and agrees that it shall be the responsibility of the Subrecipient to ensure that all Construction Trade Participant(s) comply with the herein stipulated minimum

insurance requirements. Furthermore, the Subrecipient hereby agrees to include and require that the language of this provision be included in all contracts or subcontracts relating to the Project.

E. Until at least the date determined in Exhibit A of this Agreement (Monitoring Period), Subrecipient shall fulfill its stated purpose in a manner satisfactory to the County as outlined in Exhibit A (Project Description and Scope of Services) of this Agreement and provide continued service. All records and public information created in connection with this Agreement or the Project shall be retained by Subrecipient until at least the date determined in Exhibit A (Monitoring Period).

F. In the event Subrecipient discontinues its services and/or the Project funded under this Agreement prior to the date determined in Exhibit A (Monitoring Period) of this Agreement**,** the value of the pro-rated portion of real and personal property (tangible and intangible) secured with the CDBG funds, if applicable, under this Agreements shall revert to the County. If said property has been disposed of, then the County will be reimbursed in the amount of the current fair market value of the property less any portion of the fair market value attributable to non- County CDBG funds. (Personal property includes, but is not limited to, equipment, furnishings, and vehicles.)

G. Except as provided herein, the terms of this Agreement shall be effective from the date of execution through and including the date determined in Exhibit A of this Agreement (Monitoring Period).

PART II

1. **PERFORMANCE AND REPORTING:**

A. Subrecipient shall direct all notices, reports, insurance policies, and other communications related to or required by this Agreement to the office of the Williamson County Community Development Administrator, 710 Main Street, Ste 101 Georgetown, TX 78626. Notice by both Subrecipient and County shall be given by ordinary mail. All reports shall comply with relevant state and federal regulations, including but not limited to 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

B. Until the completion of the Project and expenditure of all CDBG funds disbursed under this Agreement, Subrecipient shall submit monthly reports describing progress of the project activities.

C. Not later than date determined in Exhibit A of this Agreement (Project Completion Date), Subrecipient shall provide the County with a Certified Statement of the Expenditure of Funds disbursed under this Agreement.

D. Following completion of the Project, Subrecipient shall submit annual reports by the first day of October of each contract year until the date determined in Exhibit A

(Monitoring Period) of this Agreement. The annual report shall, at a minimum, include statistics pertaining to the number, race, disability, household income, household size and place of residence of clients served at Subrecipient's Facility.

E. No reporting requirements shall extend beyond the date determined in Exhibit A of this Agreement (Monitoring Period).

2. **OTHER REPORTS, AUDITS AND INSPECTIONS:**

A. Subrecipient shall promptly furnish the County or HUD with such statements, records, data and information as the County or HUD may reasonably request pertaining to this Agreement.

B. During the term of this Agreement, any time during normal business hours, Subrecipient shall make available to the County, HUD and/or the Comptroller General of the United States, or their duly authorized representatives, all of Subrecipient's records in order to permit examination of any audits, invoices, materials, payrolls, personnel records, conditions of employment, and other data relating to all matters covered by this Agreement.

C. Subrecipient shall retain financial records, supporting documents, statistical records, and all other records pertaining to expenditures under this Agreement until the date determined in Exhibit A.

3. **ADMINISTRATIVE REQUIREMENTS AND AUDIT REQUIREMENTS:**

A. Financial Management

1. Accounting Standards

Subrecipient agrees to comply with Subpart E of 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred. All financial transactions and documentation must comply with the audit requirements in 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Procedures for Accounts Payable, Purchasing, and other accounting functions must meet all standards established by the Williamson County Auditor, and Subrecipient will provide any reports required by those standards.

2. Uniform Administrative Requirements

Subrecipient will comply with 24 CFR 570.502, Applicability of Uniform Administrative Requirements, Section (a), recipients and subrecipients that are governmental entities (including public agencies) and Section (b), subrecipients, except subrecipients that are governmental entities.

Subrecipients shall comply with the requirements and standards of 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

3. Audit Requirements

Subrecipient agrees to comply with the Williamson County Community Development Block Grant Audit Requirements attached as Exhibit B to this Agreement.

Subrecipients shall comply with the requirements and standards of 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

Subrecipient agrees to furnish County with a current Financial Report (financial statements) within six (6) months from the end of its fiscal year covering the period of this Agreement that includes detailed receipts and disbursement of payments to Subrecipient hereunder. **Grant funds will automatically be forfeited if the SUBRECIPIENT fails to submit a Financial Report.**

However, if Subrecipient expends Seven Hundred Fifty Thousand Dollars ($750,000.00) or more in federal funds (all sources), Subrecipient must, within nine (9) months from the end of its fiscal year, supply County with a single audit and is required to submit their audit report to the Federal Audit Clearinghouse (FAC) within the earlier of 30 days after the receipt of the auditor's report, or within 9 months after the end of the audit period. **Grant funds will automatically be forfeited if the SUBRECIPIENT fails to submit an audit within the allotted time.**

If the Subrecipient expends less than Seven Hundred Fifty Thousand Dollars ($750,000.00) a year in federal funds (all sources), then they are exempt from Single Audit requirement for that year; however, records must be available for review or audit by appropriate officials of the federal agency, pass-through entity and the General Accounting Office.

Subrecipient is required to submit a 990 Tax Return (Return of Organization Exempt from Income Tax) for the most recent fiscal year within six (6) months if submitting a Financial Report or within nine (9) months if submitting a Financial Audit. If the Subrecipient is not classified as an exempt entity as defined in 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, the Subrecipient will not be awarded grant funds.

If applicable, Subrecipient agrees to cooperate with County relating to any inquiries regarding the Financial Audit or Financial Report and Subrecipient acknowledges that a Financial Audit or Financial Report shall be provided to County at the expense of the Subrecipient**.** Financial Audit or Financial Report shall be available to County staff, and any and all applicable federal agencies, and be of unrestricted access, as listed in 24 CFR Part 85.42.

4. Cost Principles

Subrecipient shall administer its program in conformance with 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as applicable, for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record-Keeping

1. Records to Be Maintained

Subrecipient shall maintain all records that are pertinent to the activities to be funded under this Agreement, including but not limited to:

a. Records providing a full description of each activity undertaken;

b. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;

c. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program; and

d. Financial records as required by 24 CFR 570.502, and 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

2. Client Data

Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to a signed and dated verification of income statement, or other basis for determining eligibility, and description of service provided. Such information shall be made available to County monitors or their designees for review upon request.

3. National Objectives

Subrecipient agrees to maintain documentation that demonstrates that the activities carried out with funds provided under this Agreement benefit low/moderate income persons, as defined in 24 CFR 570.208.

C. Procurement

1. Compliance

Subrecipient shall comply with current County policy concerning the purchase of equipment and shall maintain an inventory record of all non-expendable personal property as defined by such policy as may be procured with funds provided herein.

All program assets (unexpended program income, property, equipment, etc.) shall revert to the County upon termination of this Agreement. As necessary, the procurement procedures and related documents involving all purchases with grant funds are subject to review and oversight by the County's Contract Audit, Legal, and Purchasing Department.

2. OMB Standards

Subrecipient shall procure materials in accordance with the requirements of 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Procurement Standards, and shall subsequently follow, Property Management Standards, covering utilization and disposal of property. Copies of said circulars are provided and by execution of this Agreement, Subrecipient acknowledges their receipt.

D. Amendments

The County or Subrecipient may amend this Agreement at any time provided that such amendments are executed in writing and signed by a duly authorized representative of both organizations.

4. **NON-DISCRIMINATION:**

No person shall be excluded from or denied the benefits of Subrecipient's service on the basis of age, race, color, religion, creed, national origin, gender identity, sex, marital status, disability, sexual orientation or, with respect to the sale, lease, rental, use or occupancy of real property or housing accommodations, the presence or absence of dependents, familial status or public assistance source of income. All current and prospective project beneficiaries must, however, be persons in need of the programs provided by Subrecipient.

5. **SECTION 504 COMPLIANCE:**

No otherwise qualified individual with handicaps shall, solely by reason of his/her handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. This includes, but is not limited to, programs and/or activities related to housing, employment, and the delivery of services.

6. **EQUAL EMPLOYMENT OPPORTUNITY, FAIR HOUSING AND DRUG-FREE WORKPLACE:**

The subrecipient certifies that it is an "Equal Opportunity Employer" and that it will comply with the Texas Human Rights Commission Act, and all applicable HUD regulations pertaining to equal opportunity and affirmative action in employment. Further, the SUBRECIPIENT shall ensure that all contracts for work under this Agreement contain appropriate equal employment opportunity statements.

SUBRECIPIENT shall comply with all provisions of 24 CFR Part 100-115, which implement the Fair Housing Act. This Act prohibits discrimination in the sale or rental of

housing, the financing of housing or the provision of brokerage services against any person on the basis of race, color, religion, sex, national origin, handicap or familial status.

In addition, SUBRECIPIENT certifies it will provide a drug-free workplace as defined in 24 CFR Part 24, subpart F and/or follow the requirements of 24 CFR 92.350.

7. **SECTION 3:**

Subrecipient agrees to comply with Section 3 requirements, the regulations set forth in 24 CFR 135, and to include the following language in all subcontracts executed under this Agreement:

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate actions, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contract is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

8. **WOMEN AND MINORITY-OWNED BUSINESS ENTERPRISES:**

Subrecipient will use its best efforts to afford minority and women-owned business enterprises (at least fifty-one (51) percent owned and controlled by minority group members or women) the maximum practicable opportunity to participate in the performance of this Agreement.

9. **LABOR:**

Construction projects funded under the CDBG program in excess of $2,000 shall comply with the labor provisions outlined in 24 CFR 570.603. Subrecipient will comply with Davis-Bacon Act (40 U.S.C. 276a-276a-5). Such contracts must also be subject to the overtime provisions, as applicable, of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332). The Subrecipient agrees to adhere to said provisions and will not use suspended or debarred contractors.

10. **ENVIRONMENTAL ASSESSMENT AND HISTORIC PRESERVATION:**

Subrecipient shall assist the County in complying with all applicable environmental assessment and historic preservation requirements of HUD and the State Historic Preservation Officer of Texas.

11. **LEAD-BASED PAINT POISONING PREVENTION:**

Subrecipient shall comply with requirements of Section 302 of the Lead-Based Paint Poisoning Prevention Act and HUD regulations thereunder (24 CFR Part 570) insofar as they apply to the performance of this Agreement.

12. **ELIGIBILITY RESTRICTIONS FOR CERTAIN RESIDENT ALIENS (570.613):**

1. Restriction The subrecipient agrees to comply with 24 CFR 570.613, which states that certain newly legalized aliens, as described in 24 CFR part 5 subpart E are not eligible to apply for benefits under covered activities funded by the County's CDBG programs. "Benefits" under this section means financial assistance, public services, jobs and access to new or rehabilitated housing and other facilities funded through the

County's CDBG programs. "Benefits" do not include relocation services and payments to which displacees are entitled by law.

2. Covered Activities "Covered activities" under this section means activities meeting the requirements of Sec. 570.208(a) that either:

a. Have income eligibility requirements limiting the benefits exclusively to low and moderate income persons; or

b. Are targeted geographically or otherwise to primarily benefit low and moderate income persons (excluding activities serving the public at large, such as sewers, roads, sidewalks, and parks), and that provide benefits to persons on the basis of an application.

3. Limitation on Coverage

The restrictions under this section apply only to applicants for new benefits not being received by covered resident aliens as of the effective date of this agreement.

4. Compliance

Compliance can be accomplished by the subrecipient obtaining certification as provided in 24 CFR part 5 subpart E evidencing citizenship or eligible immigration status.

13. **TERMINATION OF AGREEMENT FOR CAUSE:**

If Subrecipient fails to fulfill its obligations under this Agreement in a timely and proper manner, or if Subrecipient violates any of the terms, agreements or stipulations of this Agreement, the County shall thereupon have the right to terminate this Agreement by giving written notice to Subrecipient of such termination, specifying the default or defaults, and stating that this Agreement shall be terminated 30 days after the giving of such notice unless such default or defaults are remedied within such cure period. The County shall be obligated to make no payment due hereunder after it gives said notice unless the defaults are remedied with said 30-day period. In the event of such termination, Subrecipient shall promptly repay to the County the full grant amount or that portion of the amounts that have been disbursed to Subrecipient prior to such termination.

14. **TERMINATION OF AGREEMENT FOR CONVENIENCE:**

This Agreement may be terminated in whole or in part upon the mutual agreement of the parties hereto, in which case the County and Subrecipient shall agree upon the termination conditions, including the effective date, the disposition of contract amounts, and in the case of partial termination, the portion to be terminated. However, if, in the case of partial termination, the County determines that the remaining portion of the award will not accomplish the purposes for which the award was made, and the award is terminated in its entirety, Subrecipient shall promptly repay to the County the full grant amount or that portion of the amount which has been disbursed to Subrecipient prior to such termination.

15. **INTEREST OF CERTAIN FEDERAL AND OTHER OFFICIALS:**

A. No member or delegate to the Congress of the United States, and no resident Commissioner, shall be admitted to any share or part of this Agreement, or to any benefit to arise herefrom.

B. No member of the governing body of the County, no officer, employee, official or agent of the County, or other local public official who exercises any functions or responsibilities in connection with the review, approval or carrying out of the Project to which this Agreement pertains, shall have any private interest, direct or indirect, in this Agreement.

C. No federal funds appropriated under this Agreement shall be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to influence a member of Congress, an officer or employee of Congress or any federal agency in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or agreement.

D. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal agreement, Subrecipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

E. Subrecipient shall require that the language of this certification be included in the award documents for all sub-Subrecipients and that all sub-Subrecipients shall certify and disclose accordingly.

16. **CONFLICT OF INTEREST:**

Subrecipient covenants that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the services to be undertaken through this Agreement. Subrecipient further covenants that in the performance of this Agreement, no person having such an interest shall be employed by Subrecipient.

17. **GRANTOR RECOGNITION:**

All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as CDBG funded. In addition, Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

18. **ASSIGNABILITY:**

Subrecipient shall not assign or transfer any interest in this Agreement without the prior written approval of the County. Any assignment made without such consent shall be void. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

19. **HOLD HARMLESS PROVISION:**

Subrecipient shall indemnify, defend and hold harmless the County, its officers, employees and agents from all liability, loss, cost, damage and expense (including reasonable attorney's fees and court costs) resulting from or incurred by reason of any actions based upon the negligent acts or omissions of Subrecipient's employees or agents during the performance of this Agreement.

20. **SEVERABILITY CLAUSE:**

If any one or more of the provisions contained in this Agreement are held to be invalid, illegal, or unenforceable, this Agreement shall be deemed severable and the remainder of the Agreement shall remain in full force and effect.

21. **LIMITATIONS OF COUNTY LIABILITY - DISCLAIMER OF RELATIONSHIP:**

The County shall not be liable to Subrecipient, or to any party, for completion of or failure to complete any improvements which are parts of the Project. Nothing contained in this Agreement, nor any act or omission of the County or Subrecipient, shall be construed to create any special duty, relationship, third-party beneficiary, respondent superior, limited or general partnership, joint venture, or any association by reason of Subrecipient's involvement with the County.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on this _____ day of May, 2025.

Williamson County, Texas

By: _____

Steve Snell
County Judge/Authorized Official
Williamson County

ACKNOWLEDGMENT

STATE OF TEXAS *)*
) SS:
WILLIAMSON COUNTY *)*

On this _____ day of May, 2025, before me, Andrea Schiele, a Notary Public in and for said State, personally appeared Steve Snell, to me personally known, who being by me duly sworn, did say that he is the County Judge/Authorized Official of said County executing the within and foregoing instrument that the seal affixed hereto is the seal of said County, and that the said Steve Snell acknowledged the execution of said instrument to be the voluntary act and deed of said County, by it and by him voluntarily executed.

_____
Notary Public in and for Williamson County, Texas

Hill Country Ministries (Subrecipient)

By: Tiesa Hollaway
Tiesa Hollaway
Executive Director

ATTEST: Carol Monroe
Secretary

ACKNOWLEDGMENT

STATE OF TEXAS)
) *SS:*
WILLIAMSON COUNTY)

On this 15th day of May, 2025, before me, the undersigned, a Notary Public in and for the State of Texas, personally appeared Tiesa Hollaway and Carol Monroe, to me personally known, who being by me duly sworn, did say that they are the Executive Director and Secretary, respectively, of the organization executing the foregoing instrument; that the seal affixed hereto is the seal of said organization; that the instrument was signed on behalf of the organization by proper authority; that Tiesa Hollaway and Carol Monroe acknowledged the execution of the instrument to be the voluntary act and deed of the organization, by it and by them voluntarily executed.

Rusty Hohmann
Notary Public in and for the State of Texas

RUSTY HOHMANN
Notary Public, State of Texas
Comm. Expires 02-12-2028
Notary ID 130530479

EXHIBIT A

**TO AGREEMENT BETWEEN WILLIAMSON COUNTY
AND HILL COUNTRY MINISTRIES
FOR THE USE OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
FISCAL YEAR 2024 FUNDING**

---

1. PROJECT DESCRIPTION AND SCOPE OF SERVICES:

A. Subrecipient will provide rental and utility assistance to income qualified households.

B. Upon request, the County will provide technical assistance to the subrecipient concerning compliance with the terms of this Agreement. The subrecipient shall be responsible for all bidding procedures and subcontractural arrangements. All procedures shall be carried out in accordance with all Federal, State and local standards, and shall be monitored by the County.

C. The Project shall be completed in compliance with all applicable state and local codes. Upon completion, this Project shall be operated in compliance with all applicable federal, state and local laws. Subrecipient agrees the funding shall be used solely for the purpose of costs as detailed in Part I.1.A. of this Agreement.

2. TIME OF PERFORMANCE:

Subrecipient shall perform according to the following schedule:

	Program Element
1. May 2025	Award of funds and contract with Williamson County
2. April 2025-September 2025	Program Implementation
3. Monitoring Period	To be determined based on statement below

Records are to be retained for four years from the date of submission of the County's CAPER in which the specific activity is reported for the last time, unless there is litigation, claims, audit, negotiation, or other actions involving the records, which has started before expiration of the four year period. In such cases, the records must be retained until completion of the action and resolution of all issues which arise from it or the end of the regular four year period, whichever is longer.

3. PROPOSED PROJECT BUDGET (see attached HUD budget):

	CDBG Amount	Subrecipient Amount
A. Social Services	$25,000	_____
B. Eligible equipment (as outlined in 24 CFR 570.207(1))	_____	_____
C. Engineering, planning & administrative costs	_____	_____
D. Property Acquisition	_____	_____
CDBG Grant	$25,000	

EXHIBIT B
Williamson County Community Development Block Grant Audit Requirements

Williamson County Subrecipients will adhere to the following guidelines with regards to audit requirements:

Subrecipient agrees to comply with the applicable requirements and standards as set forth in 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

Subrecipient agrees to furnish County with a current Financial Report (financial statements) within six (6) months from the end of its fiscal year covering the period of this Agreement that includes detailed receipts and disbursement of payments to Subrecipient hereunder. Future and unused grant funds will automatically be forfeited if the Subrecipient fails to submit a Financial Report.

However, if Subrecipient expends Seven Hundred Fifty Thousand Dollars ($750,000.00) or more in federal funds (all sources), Subrecipient must, within nine (9) months from the end of its fiscal year, supply County with a single audit and is required to submit their audit report to the Federal Audit Clearinghouse (FAC) within the earlier of 30 days after the receipt of the auditor's report, or within 9 months after the end of the audit period. Grant funds will automatically be forfeited if the Subrecipient fails to submit an audit within the allotted time.

If the Subrecipient expends less than Seven Hundred Fifty Thousand Dollars ($750,000.00) a year in federal funds (all sources), then they are exempt from the Single Audit requirements for that year; however, records must be available for review or audit by appropriate officials of the federal agency, pass-through entity and the General Accounting Office.

If applicable, Subrecipient is required to submit a 990 Tax Return (Return of Organization Exempt from Income Tax) for the most recent fiscal year within six (6) months if submitting a Financial Report or within nine (9) months if submitting a Financial Audit. If the Subrecipient is not classified as an exempt entity as defined in 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, the Subrecipient will not be awarded grant funds.

If applicable, Subrecipient agrees to cooperate with County relating to any inquiries regarding the Financial Audit or Financial Report and Subrecipient acknowledges that a Financial Audit or Financial Report shall be provided to County at the expense of the Subrecipient. Financial Audit or Financial Report shall be available to County staff, and any and all applicable federal agencies, and be of unrestricted access, in accordance with 24 CFR Part 85.42 and 24 CFR Part 84.53 as applicable.

The Williamson County CDBG office will issue letters to remind Subrecipients of the audit requirements and request timely submission. Letters will be issued on or around January 5 of each year. If no response is received, a second letter will be issued on or around February 15 of each year. If no response is received, a third request will be made approximately two weeks following. If no response is received by March 15, a final notification will be issued advising the subrecipient of suspension of reimbursement and future funding pending receipt of requested information.

ursement and future funding pending receipt of requested information.

rsement and future funding pending receipt of requested information.

Failure to follow these guidelines could result in the forfeit of future Williamson County CDBG funds and/or repayment of Williamson County CDBG funds already utilized.

Upon receipt of the required audit documents, the Williamson County Community Development Block Grant office will do an initial review to identify findings that affect the Williamson County CDBG program or any cross-cutting findings that could affect future funding. The CDBG office will also request a review by the Williamson County Auditor's office.

or's office.

In the event of a finding, Williamson County will issue a letter requesting additional information regarding the finding and the intentions of the Subrecipient to remedy the finding. Working with the Williamson County Auditor's office, the CDBG office will determine next steps to ensure that all federal, state, or local laws/statures are met.

If a Subrecipient is unable to provide required audit documentation and has utilized CDBG funding, Williamson County will have the option to request repayment and recapture unused funds. If a Subrecipient is unable to provide required audit documentation and has not utilized CDBG funding, Williamson County will not issue funding until requirements are met or will reallocate funds to an alternate project if necessary.

AGREEMENT BETWEEN WILLIAMSON COUNTY
AND THE GRANGER HOUSING AUTHORITY
FOR THE USE OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
FISCAL YEAR 2024 FUNDING

THIS AGREEMENT, entered into this ___ day of _____, 2025, by and between Williamson County ("County"), and the Granger Housing Authority ("Subrecipient");

WHEREAS, the County is the recipient of Community Development Block Grant (CDBG) funds granted by the U.S. Department of Housing and Urban Development (HUD) under Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301) and under the 1990 National Affordable Housing Act (Public Law 102-550); and

WHEREAS, the County wishes to utilize CDBG funds to assist Subrecipient in rehabilitating and improving the condition of housing affordable to lower-income households through reconfiguring and replacing kitchen sink drains in each of 13 public housing units and bathtub drains in 26 public housing units; and

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

PART I

1. **PURPOSE AND SCOPE OF SERVICES:**

A. Subrecipient will perform the services described in Exhibit A attached to this Agreement pursuant to the project description, timeline and budget.

B. Upon request, the County will provide technical assistance to the subrecipient concerning compliance with the terms of this Agreement. The subrecipient shall be responsible for all bidding procedures and subcontractural arrangements. All procedures shall be carried out in accordance with all Federal, State and local standards, and shall be monitored by the County.

C. The Project shall be completed in compliance with all applicable state and local codes. Upon completion, this Project shall be operated in compliance with all applicable federal, state and local laws. Subrecipient agrees the funding shall be used solely for the purpose of costs as detailed in Part I.1.A. of this Agreement.

2. **TIME OF PERFORMANCE:**

Subrecipient shall perform according to the schedule described in Exhibit A. The schedule for performance is subject to change by mutual agreement of both parties in writing.

3. **PROPOSED PROJECT BUDGET**

See attached budget in Exhibit A.

4. **Objective and Outcome Statement: Sustainability for the purpose of creating suitable living environments.**

5. **Project Indicators:**

Indicators will be requested of the Subrecipient by the Williamson County Community Development Administrator and could include but is not limited to such items as amount of money leveraged; number of persons, households, businesses, unit or beds assisted, as appropriate; income levels of persons or households; race, ethnicity, and disability data. Subrecipient agrees to fulfill the Community Development Administrator's request in a reasonable time but not to extend past 15 days after request.

6. **COMPENSATION AND METHOD OF PAYMENT:**

The County shall pay and Subrecipient agrees to accept in full $62,500 (Grant Amount – Sixty Two Thousand Five Hundred Dollars and no/100) (hereinafter "Grant") for performance under this Agreement, as follows:

A. Based on the approved budget, partial payments shall be made upon presentation of (i) architect's Certificates for Payment for applicable labor and construction materials and supplies purchased or billed from the contractor for progress payments for project work completed, and/or (ii) purchase agreements, invoices, executed lien waivers, and other supporting documents covering all amounts to be paid, and/or (iii) time sheets and other source documents. Payments will be made for eligible expenses actually incurred by Subrecipient, and not to exceed actual cash requirements.

B. All payments under this agreement are subject to receipt by the County of sufficient federal funds for the CDBG program. CDBG funds shall be drawn from the U.S. Treasury by the County through the Integrated Disbursement and Information System (IDIS). The County shall retain exclusive direct access rights to the IDIS system. All access to the IDIS system will be by duly authorized persons designated by the County as approved by HUD. Any termination, reduction or delay of receipt of CDBG funds to the County shall, at the sole option of the County, result in the termination, reduction or delay of CDBG funds to the subrecipient.

C. nty shall, at the sole option of the County, result in the termination, reduction or delay of CDBG funds to the subrecipient.

D. Subrecipient shall not hold funds. Any funds not immediately disbursed by the subrecipient shall be returned to the County and will be deposited in the U.S. Treasury, CDBG Trust Account. Any interest earned on cash advances from the U.S. Treasury and/or County of less than one hundred dollars ($100.00) per year

may be retained by the subrecipient and used for project expenses. Any interest in excess of one hundred dollars ($100.00) per year shall be remitted promptly to the County.

E. Subrecipient shall report all program income as defined at 24 CFR 570.500(a) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. Subrecipient may use such income during the contract period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unused program income shall be returned to the County at the end of the Agreement period. Any interest earned on cash advances from the U.S. Treasury is not program income and shall be remitted promptly to the County.

7. **TERMS AND CONDITIONS:**

A. Subrecipient agrees to comply with all applicable federal, state, and local laws and regulations governing the funds provided under this Agreement.

B. The County shall have no responsibility or liability for the maintenance, operation or program funding for Subrecipient.

C. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. Subrecipient shall at all times remain independent with respect to the services to be performed under this Agreement. The County shall be exempt from payment of all unemployment compensation, FICA, retirement, life and/or medical insurance and workers' compensation insurance.

D. During the period of this Agreement, effective as of the start of the Project, the Subrecipient and/or contractor and/or subcontractor performing any portion of the work on the Project that involves any construction trade (hereinafter collectively referred to in this provision as “Construction Trade Participant(s)”) shall, at their own expense, procure and maintain all-risk property damage and liability insurance. For the term of this Agreement, Construction Trade Participant(s) shall list the County as an additional insured on said all-risk property damage and liability insurance. Property damage coverage shall not be less than the current market value of the property. Liability coverage shall include contractual insurance as well as comprehensive form insurance, and shall provide coverage of not less than $1,000,000 bodily injury per person, $1,000,000 bodily injury per occurrence, and $500,000 property damage. Subrecipient, on behalf of itself and on behalf of any other Construction Trade Participant(s), shall furnish the County with a certificate of insurance before any work is started by any such party. The certificate of insurance shall include a statement guaranteeing that the insurance policy shall not be cancelled, non-renewed or materially changed without thirty (30) days advance written notice being given to the Community Development Administrator. Construction Trade Participant(s) shall provide Workers' Compensation Insurance coverage as required by Texas law for all employees involved in the performance of this Agreement. The insurance company providing the insurance must be licensed to do business in the State of Texas

and rated as A or better by A.M. Best. The Subrecipient hereby acknowledges and agrees that it shall be the responsibility of the Subrecipient to ensure that all Construction Trade Participant(s) comply with the herein stipulated minimum insurance requirements. Furthermore, the Subrecipient hereby agrees to include and require that the language of this provision be included in all contracts or subcontracts relating to the Project.

E. Until at least the date determined in Exhibit A of this Agreement (Monitoring Period), Subrecipient shall fulfill its stated purpose in a manner satisfactory to the County as outlined in Exhibit A (Project Description and Scope of Services) of this Agreement and provide continued service. All records and public information created in connection with this Agreement or the Project shall be retained by Subrecipient until at least the date determined in Exhibit A (Monitoring Period).

F. In the event Subrecipient discontinues its services and/or the Project funded under this Agreement prior to the date determined in Exhibit A (Monitoring Period) of this Agreement**,** the value of the pro-rated portion of real and personal property (tangible and intangible) secured with the CDBG funds, if applicable, under this Agreements shall revert to the County. If said property has been disposed of, then the County will be reimbursed in the amount of the current fair market value of the property less any portion of the fair market value attributable to non- County CDBG funds. (Personal property includes, but is not limited to, equipment, furnishings, and vehicles.)

G. Except as provided herein, the terms of this Agreement shall be effective from the date of execution through and including the date determined in Exhibit A of this Agreement (Monitoring Period).

PART II

1. **PERFORMANCE AND REPORTING:**

A. Subrecipient shall direct all notices, reports, insurance policies, and other communications related to or required by this Agreement to the office of the Williamson County Community Development Administrator, 710 Main Street, Ste 101 Georgetown, TX 78626. Notice by both Subrecipient and County shall be given by ordinary mail. All reports shall comply with relevant state and federal regulations, including but not limited to 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

B. Until the completion of the Project and expenditure of all CDBG funds disbursed under this Agreement, Subrecipient shall submit monthly reports describing progress of the project activities.

C. Not later than date determined in Exhibit A of this Agreement (Project Completion Date), Subrecipient shall provide the County with a Certified Statement of the Expenditure of Funds disbursed under this Agreement.

D. Following completion of the Project, Subrecipient shall submit annual reports by the first day of October of each contract year until the date determined in Exhibit A (Monitoring Period) of this Agreement. The annual report shall, at a minimum, include statistics pertaining to the number, race, disability, household income, household size and place of residence of clients served at Subrecipient's Facility.

E. No reporting requirements shall extend beyond the date determined in Exhibit A of this Agreement (Monitoring Period).

2. **OTHER REPORTS, AUDITS AND INSPECTIONS:**

A. Subrecipient shall promptly furnish the County or HUD with such statements, records, data and information as the County or HUD may reasonably request pertaining to this Agreement.

B. During the term of this Agreement, any time during normal business hours, Subrecipient shall make available to the County, HUD and/or the Comptroller General of the United States, or their duly authorized representatives, all of Subrecipient's records in order to permit examination of any audits, invoices, materials, payrolls, personnel records, conditions of employment, and other data relating to all matters covered by this Agreement.

C. Subrecipient shall retain financial records, supporting documents, statistical records, and all other records pertaining to expenditures under this Agreement until the date determined in Exhibit A.

3. **ADMINISTRATIVE REQUIREMENTS AND AUDIT REQUIREMENTS:**

A. Financial Management

1. Accounting Standards

Subrecipient agrees to comply with Subpart E of 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred. All financial transactions and documentation must comply with the audit requirements in 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Procedures for Accounts Payable, Purchasing, and other accounting functions must meet all standards established by the Williamson County Auditor, and Subrecipient will provide any reports required by those standards.

2. Uniform Administrative Requirements

Subrecipient will comply with 24 CFR 570.502, Applicability of Uniform Administrative Requirements, Section (a), recipients and subrecipients that are governmental entities (including public agencies) and Section (b), subrecipients, except subrecipients that are governmental entities.

Subrecipients shall comply with the requirements and standards of 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

3. Audit Requirements

Subrecipient agrees to comply with the Williamson County Community Development Block Grant Audit Requirements attached as Exhibit B to this Agreement.

Subrecipients shall comply with the requirements and standards of 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

Subrecipient agrees to furnish County with a current Financial Report (financial statements) within six (6) months from the end of its fiscal year covering the period of this Agreement that includes detailed receipts and disbursement of payments to Subrecipient hereunder. **Grant funds will automatically be forfeited if the SUBRECIPIENT fails to submit a Financial Report.**

However, if Subrecipient expends Seven Hundred Fifty Thousand Dollars ($750,000.00) or more in federal funds (all sources), Subrecipient must, within nine (9) months from the end of its fiscal year, supply County with a single audit and is required to submit their audit report to the Federal Audit Clearinghouse (FAC) within the earlier of 30 days after the receipt of the auditor's report, or within 9 months after the end of the audit period. **Grant funds will automatically be forfeited if the SUBRECIPIENT fails to submit an audit within the allotted time.**

If the Subrecipient expends less than Seven Hundred Fifty Thousand Dollars ($750,000.00) a year in federal funds (all sources), then they are exempt from Single Audit requirement for that year; however, records must be available for review or audit by appropriate officials of the federal agency, pass-through entity and the General Accounting Office.

Subrecipient is required to submit a 990 Tax Return (Return of Organization Exempt from Income Tax) for the most recent fiscal year within six (6) months if submitting a Financial Report or within nine (9) months if submitting a Financial Audit. If the Subrecipient is not classified as an exempt entity as defined in 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, the Subrecipient will not be awarded grant funds.

If applicable, Subrecipient agrees to cooperate with County relating to any inquiries regarding the Financial Audit or Financial Report and Subrecipient acknowledges that a Financial Audit or Financial Report shall be provided to County at the expense of the Subrecipient**.** Financial Audit or Financial Report shall be available to County staff, and any and all applicable federal agencies, and be of unrestricted access, as listed in 24 CFR Part 85.42.

4. Cost Principles

Subrecipient shall administer its program in conformance with 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as applicable, for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record-Keeping

1. Records to Be Maintained

Subrecipient shall maintain all records that are pertinent to the activities to be funded under this Agreement, including but not limited to:

a. Records providing a full description of each activity undertaken;

b. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;

c. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program; and

d. Financial records as required by 24 CFR 570.502, and 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

2. Client Data

Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to a signed and dated verification of income statement, or other basis for determining eligibility, and description of service provided. Such information shall be made available to County monitors or their designees for review upon request.

3. National Objectives

Subrecipient agrees to maintain documentation that demonstrates that the activities carried out with funds provided under this Agreement benefit low/moderate income persons, as defined in 24 CFR 570.208.

C. Procurement

1. Compliance

Subrecipient shall comply with current County policy concerning the purchase of equipment and shall maintain an inventory record of all non-expendable personal

property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the County upon termination of this Agreement. As necessary, the procurement procedures and related documents involving all purchases with grant funds are subject to review and oversight by the County's Contract Audit, Legal, and Purchasing Department.

2. OMB Standards

Subrecipient shall procure materials in accordance with the requirements of 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Procurement Standards, and shall subsequently follow, Property Management Standards, covering utilization and disposal of property. Copies of said circulars are provided and by execution of this Agreement, Subrecipient acknowledges their receipt.

D. Amendments

The County or Subrecipient may amend this Agreement at any time provided that such amendments are executed in writing and signed by a duly authorized representative of both organizations.

4. **NON-DISCRIMINATION:**

No person shall be excluded from or denied the benefits of Subrecipient's service on the basis of age, race, color, religion, creed, national origin, gender identity, sex, marital status, disability, sexual orientation or, with respect to the sale, lease, rental, use or occupancy of real property or housing accommodations, the presence or absence of dependents, familial status or public assistance source of income. All current and prospective project beneficiaries must, however, be persons in need of the programs provided by Subrecipient.

5. **SECTION 504 COMPLIANCE:**

No otherwise qualified individual with handicaps shall, solely by reason of his/her handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. This includes, but is not limited to, programs and/or activities related to housing, employment, and the delivery of services.

6. **EQUAL EMPLOYMENT OPPORTUNITY, FAIR HOUSING AND DRUG-FREE WORKPLACE:**

The subrecipient certifies that it is an "Equal Opportunity Employer" and that it will comply with the Texas Human Rights Commission Act, and all applicable HUD regulations pertaining to equal opportunity and affirmative action in employment. Further, the SUBRECIPIENT shall ensure that all contracts for work under this Agreement contain appropriate equal employment opportunity statements.

SUBRECIPIENT shall comply with all provisions of 24 CFR Part 100-115, which implement the Fair Housing Act. This Act prohibits discrimination in the sale or rental of housing, the financing of housing or the provision of brokerage services against any person on the basis of race, color, religion, sex, national origin, handicap or familial status.

In addition, SUBRECIPIENT certifies it will provide a drug-free workplace as defined in 24 CFR Part 24, subpart F and/or follow the requirements of 24 CFR 92.350.

7. **SECTION 3:**

Subrecipient agrees to comply with Section 3 requirements, the regulations set forth in 24 CFR 135, and to include the following language in all subcontracts executed under this Agreement:

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate actions, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contract is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR

part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

8. **WOMEN AND MINORITY-OWNED BUSINESS ENTERPRISES:**

Subrecipient will use its best efforts to afford minority and women-owned business enterprises (at least fifty-one (51) percent owned and controlled by minority group members or women) the maximum practicable opportunity to participate in the performance of this Agreement.

9. **LABOR:**

Construction projects funded under the CDBG program in excess of $2,000 shall comply with the labor provisions outlined in 24 CFR 570.603. Subrecipient will comply with Davis-Bacon Act (40 U.S.C. 276a-276a-5). Such contracts must also be subject to the overtime provisions, as applicable, of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332). The Subrecipient agrees to adhere to said provisions and will not use suspended or debarred contractors.

10. **ENVIRONMENTAL ASSESSMENT AND HISTORIC PRESERVATION:**

Subrecipient shall assist the County in complying with all applicable environmental assessment and historic preservation requirements of HUD and the State Historic Preservation Officer of Texas.

11. **LEAD-BASED PAINT POISONING PREVENTION:**

Subrecipient shall comply with requirements of Section 302 of the Lead-Based Paint Poisoning Prevention Act and HUD regulations thereunder (24 CFR Part 570) insofar as they apply to the performance of this Agreement.

12. **ELIGIBILITY RESTRICTIONS FOR CERTAIN RESIDENT ALIENS (570.613):**

1. Restriction The subrecipient agrees to comply with 24 CFR 570.613, which states that certain newly legalized aliens, as described in 24 CFR part 5 subpart E are not eligible to apply for benefits under covered activities funded by the County's CDBG

programs. "Benefits" under this section means financial assistance, public services, jobs and access to new or rehabilitated housing and other facilities funded through the County's CDBG programs. "Benefits" do not include relocation services and payments to which displacees are entitled by law.

2. Covered Activities "Covered activities" under this section means activities meeting the requirements of Sec. 570.208(a) that either:

a. Have income eligibility requirements limiting the benefits exclusively to low and moderate income persons; or

b. Are targeted geographically or otherwise to primarily benefit low and moderate income persons (excluding activities serving the public at large, such as sewers, roads, sidewalks, and parks), and that provide benefits to persons on the basis of an application.

3. Limitation on Coverage

The restrictions under this section apply only to applicants for new benefits not being received by covered resident aliens as of the effective date of this agreement.

4. Compliance

Compliance can be accomplished by the subrecipient obtaining certification as provided in 24 CFR part 5 subpart E evidencing citizenship or eligible immigration status.

13. **TERMINATION OF AGREEMENT FOR CAUSE:**

If Subrecipient fails to fulfill its obligations under this Agreement in a timely and proper manner, or if Subrecipient violates any of the terms, agreements or stipulations of this Agreement, the County shall thereupon have the right to terminate this Agreement by giving written notice to Subrecipient of such termination, specifying the default or defaults, and stating that this Agreement shall be terminated 30 days after the giving of such notice unless such default or defaults are remedied within such cure period. The County shall be obligated to make no payment due hereunder after it gives said notice unless the defaults are remedied with said 30-day period. In the event of such termination, Subrecipient shall promptly repay to the County the full grant amount or that portion of the amounts that have been disbursed to Subrecipient prior to such termination.

14. **TERMINATION OF AGREEMENT FOR CONVENIENCE:**

This Agreement may be terminated in whole or in part upon the mutual agreement of the parties hereto, in which case the County and Subrecipient shall agree upon the termination conditions, including the effective date, the disposition of contract amounts, and in the case of partial termination, the portion to be terminated. However, if, in the case of partial termination, the County determines that the remaining portion of the award will not accomplish the purposes for which the award was made, and the award is terminated in its entirety, Subrecipient shall promptly repay to the County the full grant amount or that portion of the amount which has been disbursed to Subrecipient prior to such termination.

15. **INTEREST OF CERTAIN FEDERAL AND OTHER OFFICIALS:**

A. No member or delegate to the Congress of the United States, and no resident Commissioner, shall be admitted to any share or part of this Agreement, or to any benefit to arise herefrom.

B. No member of the governing body of the County, no officer, employee, official or agent of the County, or other local public official who exercises any functions or responsibilities in connection with the review, approval or carrying out of the Project to which this Agreement pertains, shall have any private interest, direct or indirect, in this Agreement.

C. No federal funds appropriated under this Agreement shall be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to influence a member of Congress, an officer or employee of Congress or any federal agency in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or agreement.

D. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal agreement, Subrecipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

E. Subrecipient shall require that the language of this certification be included in the award documents for all sub-Subrecipients and that all sub-Subrecipients shall certify and disclose accordingly.

16. **CONFLICT OF INTEREST:**

Subrecipient covenants that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the services to be undertaken through this Agreement. Subrecipient further covenants that in the performance of this Agreement, no person having such an interest shall be employed by Subrecipient.

17. **GRANTOR RECOGNITION:**

All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as CDBG funded. In addition, Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

18. **ASSIGNABILITY:**

Subrecipient shall not assign or transfer any interest in this Agreement without the prior written approval of the County. Any assignment made without such consent shall be void.

This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

19. **HOLD HARMLESS PROVISION:**

Subrecipient shall indemnify, defend and hold harmless the County, its officers, employees and agents from all liability, loss, cost, damage and expense (including reasonable attorney's fees and court costs) resulting from or incurred by reason of any actions based upon the negligent acts or omissions of Subrecipient's employees or agents during the performance of this Agreement.

20. **SEVERABILITY CLAUSE:**

If any one or more of the provisions contained in this Agreement are held to be invalid, illegal, or unenforceable, this Agreement shall be deemed severable and the remainder of the Agreement shall remain in full force and effect.

21. **LIMITATIONS OF COUNTY LIABILITY - DISCLAIMER OF RELATIONSHIP:**

The County shall not be liable to Subrecipient, or to any party, for completion of or failure to complete any improvements which are parts of the Project. Nothing contained in this Agreement, nor any act or omission of the County or Subrecipient, shall be construed to create any special duty, relationship, third-party beneficiary, respondent superior, limited or general partnership, joint venture, or any association by reason of Subrecipient's involvement with the County.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on this _____ day of _____, 2025.

Williamson County, Texas

By: _____

Steve Snell
County Judge/Authorized Official

ACKNOWLEDGMENT

STATE OF TEXAS *)*
) SS:
WILLIAMSON COUNTY *)*

On this _____ day of _____, 2025, before me, Andrea Schiele, a Notary Public in and for said State, personally appeared Steve Snell, to me personally known, who being by me duly sworn, did say that he is the County Judge/Authorized Official of said County executing the within and foregoing instrument that the seal affixed hereto is the seal of said County, and that the said Steve Snell acknowledged the execution of said instrument to be the voluntary act and deed of said County, by it and by him voluntarily executed.

_____
Notary Public in and for Williamson County, Texas

Granger Housing Authority (Subrecipient)

By: _____
Autumn Abrams
Executive Director

ATTEST: _____
Secretary

ACKNOWLEDGMENT

STATE OF TEXAS)
) *SS:*
WILLIAMSON COUNTY)

On this 24 day of June, 2025, before me, the undersigned, a Notary Public in and for the State of Texas, personally appeared Autumn Abrams and _____, to me personally known, who being by me duly sworn, did say that they are the Executive Director and _____, respectively, of the Granger Housing Authority executing the foregoing instrument; that the seal affixed hereto is the seal of said organization; that the instrument was signed on behalf of the organization by proper authority; that Autumn Abrams and _____ acknowledged the execution of the instrument to be the voluntary act and deed of the organization, by it and by them voluntarily executed.

KRYSTAL JUAREZ - ID 131997237-7
NOTARY PUBLIC
STATE OF TEXAS
EXP: 04-26-2027

_____
Notary Public in and for the State of Texas

EXHIBIT A

**TO AGREEMENT BETWEEN WILLIAMSON COUNTY
AND THE GRANGER HOUSING AUTHORITY
FOR THE USE OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
FISCAL YEAR 2025 FUNDING**

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1. PROJECT DESCRIPTION AND SCOPE OF SERVICES:

A. Subrecipient will utilize CDBG funds for rehabilitating and improving the condition of housing affordable to lower-income households through reconfiguring and replacing kitchen sink drains in each of 13 public housing units and bathtub drains in 26 public housing units.

B. Upon request, the County will provide technical assistance to the subrecipient concerning compliance with the terms of this Agreement. The subrecipient shall be responsible for all bidding procedures and subcontractural arrangements. All procedures shall be carried out in accordance with all Federal, State and local standards, and shall be monitored by the County.

C. The Project shall be completed in compliance with all applicable state and local codes. Upon completion, this Project shall be operated in compliance with all applicable federal, state and local laws. Subrecipient agrees the funding shall be used solely for the purpose of costs as detailed in Part I.1.A. of this Agreement.

2. TIME OF PERFORMANCE:

Subrecipient shall perform according to the following schedule:

	Program Element
1. July 2025	Award of funds and contract with Williamson County
2. July 2025	Environmental Assessment/Planning/Engineering
3. July 2025-September 2025	Construction
4. Monitoring Period	To be determined based on statement below

Records are to be retained for four years from the date of submission of the County's CAPER in which the specific activity is reported for the last time, unless there is litigation,

claims, audit, negotiation, or other actions involving the records, which has started before expiration of the four year period. In such cases, the records must be retained until completion of the action and resolution of all issues which arise from it or the end of the regular four year period, whichever is longer.

3. PROPOSED PROJECT BUDGET (see attached HUD budget):

	CDBG Amount	Subrecipient Amount
A. Construction\Rehabilitation\Installation and/or Engineering, planning & administrative costs	$62,500	_____
B. Eligible equipment (as outlined in 24 CFR 570.207(1))	_____	_____
C. Property Acquisition	_____	_____
Total	$62,500	

EXHIBIT B
Williamson County Community Development Block Grant Audit Requirements

Williamson County Subrecipients will adhere to the following guidelines with regards to audit requirements:

Subrecipient agrees to comply with the applicable requirements and standards as set forth in 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

Subrecipient agrees to furnish County with a current Financial Report (financial statements) within six (6) months from the end of its fiscal year covering the period of this Agreement that includes detailed receipts and disbursement of payments to Subrecipient hereunder. Future and unused grant funds will automatically be forfeited if the Subrecipient fails to submit a Financial Report.

However, if Subrecipient expends Seven Hundred Fifty Thousand Dollars ($750,000.00) or more in federal funds (all sources), Subrecipient must, within nine (9) months from the end of its fiscal year, supply County with a single audit and is required to submit their audit report to the Federal Audit Clearinghouse (FAC) within the earlier of 30 days after the receipt of the auditor's report, or within 9 months after the end of the audit period. Grant funds will automatically be forfeited if the Subrecipient fails to submit an audit within the allotted time.

If the Subrecipient expends less than Seven Hundred Fifty Thousand Dollars ($750,000.00) a year in federal funds (all sources), then they are exempt from the Single Audit requirements for that year; however, records must be available for review or audit by appropriate officials of the federal agency, pass-through entity and the General Accounting Office.

If applicable, Subrecipient is required to submit a 990 Tax Return (Return of Organization Exempt from Income Tax) for the most recent fiscal year within six (6) months if submitting a Financial Report or within nine (9) months if submitting a Financial Audit. If the Subrecipient is not classified as an exempt entity as defined in 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, the Subrecipient will not be awarded grant funds.

If applicable, Subrecipient agrees to cooperate with County relating to any inquiries regarding the Financial Audit or Financial Report and Subrecipient acknowledges that a Financial Audit or Financial Report shall be provided to County at the expense of the Subrecipient. Financial Audit or Financial Report shall be available to County staff, and any and all applicable federal agencies, and be of unrestricted access, in accordance with 24 CFR Part 85.42 and 24 CFR Part 84.53 as applicable.

The Williamson County CDBG office will issue letters to remind Subrecipients of the audit requirements and request timely submission. Letters will be issued on or around January 5 of each year. If no response is received, a second letter will be issued on or around February 15 of each year. If no response is received, a third request will be made approximately two weeks following. If no response is received by March 15, a final notification will be issued advising the subrecipient of suspension of reimbursement and future funding pending receipt of requested information.

rsement and future funding pending receipt of requested information.

Failure to follow these guidelines could result in the forfeit of future Williamson County CDBG funds and/or repayment of Williamson County CDBG funds already utilized.

Upon receipt of the required audit documents, the Williamson County Community Development Block Grant office will do an initial review to identify findings that affect the Williamson County CDBG program or any cross-cutting findings that could affect future funding. The CDBG office will also request a review by the Williamson County Auditor's office.

or's office.

In the event of a finding, Williamson County will issue a letter requesting additional information regarding the finding and the intentions of the Subrecipient to remedy the finding. Working with the Williamson County Auditor's office, the CDBG office will determine next steps to ensure that all federal, state, or local laws/statures are met.

If a Subrecipient is unable to provide required audit documentation and has utilized CDBG funding, Williamson County will have the option to request repayment and recapture unused funds. If a Subrecipient is unable to provide required audit documentation and has not utilized CDBG funding, Williamson County will not issue funding until requirements are met or will reallocate funds to an alternate project if necessary.

capture unused funds. If a Subrecipient is unable to provide required audit documentation and has not utilized CDBG funding, Williamson County will not issue funding until requirements are met or will reallocate funds to an alternate project if necessary.

AGREEMENT BETWEEN WILLIAMSON COUNTY
AND Hope Alliance/Crisis Center
FOR THE USE OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
FISCAL YEAR 2024 FUNDING

THIS AGREEMENT, entered into this 23rd day of JUNE, 2025, by and between Williamson County ("County"), and Hope Alliance/Crisis Center ("Subrecipient");

WHEREAS, the County is the recipient of Community Development Block Grant (CDBG) funds granted by the U.S. Department of Housing and Urban Development (HUD) under Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301) and under the 1990 National Affordable Housing Act (Public Law 102-550); and

WHEREAS, the County wishes to utilize CDBG funds to assist Subrecipient in providing supportive services to abused and neglected victims of domestic violence in Williamson County, Texas. Specifically, CBDG funds will provide Williamson County domestic violence victims with, but not limited to, intake services, emergency shelter and counseling; and

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

PART I

1. **PURPOSE AND SCOPE OF SERVICES:**

   A. Subrecipient will perform the services described in Exhibit A attached to this Agreement pursuant to the project description, timeline and budget.

   B. Upon request, the County will provide technical assistance to the subrecipient concerning compliance with the terms of this Agreement. The subrecipient shall be responsible for all bidding procedures and subcontractural arrangements. All procedures shall be carried out in accordance with all Federal, State and local standards, and shall be monitored by the County.

   C. The Project shall be completed in compliance with all applicable state and local codes. Upon completion, this Project shall be operated in compliance with all applicable federal, state and local laws. Subrecipient agrees the funding shall be used solely for the purpose of costs as detailed in Part I.1.A. of this Agreement.

2. **TIME OF PERFORMANCE:**

   Subrecipient shall perform according to the schedule described in Exhibit A. The schedule for performance is subject to change by mutual agreement of both parties in writing.

3. **PROPOSED PROJECT BUDGET**

See attached budget in Exhibit A.

Objective and Outcome Statement: Availability/Accessibility for the purpose of creating suitable living environments.

5. **Project Indicators:**

Indicators will be requested of the Subrecipient by the Williamson County Community Development Administrator and could include but is not limited to such items as amount of money leveraged; number of persons, households, businesses, unit or beds assisted, as appropriate; income levels of persons or households; race, ethnicity, and disability data. Subrecipient agrees to fulfill the Community Development Administrator's request in a reasonable time but not to extend past 15 days after request.

6. **COMPENSATION AND METHOD OF PAYMENT:**

The County shall pay and Subrecipient agrees to accept in full $50,000 (Grant Amount – Fiftey Thousand Dollars and no/100) (hereinafter "Grant") for performance under this Agreement, as follows:

A. Based on the approved budget, partial payments shall be made upon presentation of (i) architect's Certificates for Payment for applicable labor and construction materials and supplies purchased or billed from the contractor for progress payments for project work completed, and/or (ii) purchase agreements, invoices, executed lien waivers, and other supporting documents covering all amounts to be paid, and/or (iii) time sheets and other source documents. Payments will be made for eligible expenses actually incurred by Subrecipient, and not to exceed actual cash requirements.

B. All payments under this agreement are subject to receipt by the County of sufficient federal funds for the CDBG program. CDBG funds shall be drawn from the U.S. Treasury by the County through the Integrated Disbursement and Information System (IDIS). The County shall retain exclusive direct access rights to the IDIS system. All access to the IDIS system will be by duly authorized persons designated by the County as approved by HUD. Any termination, reduction or delay of receipt of CDBG funds to the County shall, at the sole option of the County, result in the termination, reduction or delay of CDBG funds to the subrecipient.

C. unty shall, at the sole option of the County, result in the termination, reduction or delay of CDBG funds to the subrecipient.

D. nty shall, at the sole option of the County, result in the termination, reduction or delay of CDBG funds to the subrecipient.

E. Subrecipient shall not hold funds. Any funds not immediately disbursed by the subrecipient shall be returned to the County and will be deposited in the U.S. Treasury, CDBG Trust Account. Any interest earned on cash advances from the U.S. Treasury and/or County of less than one hundred dollars ($100.00) per year may be retained by the subrecipient and used for project expenses. Any interest in excess of one hundred dollars ($100.00) per year shall be remitted promptly to the County.

F. Subrecipient shall report all program income as defined at 24 CFR 570.500(a) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. Subrecipient may use such income during the contract period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unused program income shall be returned to the County at the end of the Agreement period. Any interest earned on cash advances from the U.S. Treasury is not program income and shall be remitted promptly to the County.

7. **TERMS AND CONDITIONS:**

A. Subrecipient agrees to comply with all applicable federal, state, and local laws and regulations governing the funds provided under this Agreement.

B. The County shall have no responsibility or liability for the maintenance, operation or program funding for Subrecipient.

C. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. Subrecipient shall at all times remain independent with respect to the services to be performed under this Agreement. The County shall be exempt from payment of all unemployment compensation, FICA, retirement, life and/or medical insurance and workers' compensation insurance.

D. During the period of this Agreement, effective as of the start of the Project, the Subrecipient and/or contractor and/or subcontractor performing any portion of the work on the Project that involves any construction trade (hereinafter collectively referred to in this provision as “Construction Trade Participant(s)”) shall, at their own expense, procure and maintain all-risk property damage and liability insurance. For the term of this Agreement, Construction Trade Participant(s) shall list the County as an additional insured on said all-risk property damage and liability insurance. Property damage coverage shall not be less than the current market value of the property. Liability coverage shall include contractual insurance as well as comprehensive form insurance, and shall provide coverage of not less than $1,000,000 bodily injury per person, $1,000,000 bodily injury per occurrence, and $500,000 property damage. Subrecipient, on behalf of itself and on behalf of any other Construction Trade Participant(s), shall furnish the County with a certificate of insurance before any work is started by any such party. The certificate of insurance shall include a statement guaranteeing that the insurance policy shall not be cancelled, non-renewed or materially changed without thirty (30) days advance written notice being given to the Community Development Administrator. Construction Trade Participant(s) shall provide Workers' Compensation Insurance coverage as required by Texas law for all employees involved in the performance of this Agreement. The insurance company providing the insurance must be licensed to do business in the State of Texas and rated as A or better by A.M. Best. The Subrecipient hereby acknowledges and agrees that it shall be the responsibility of the Subrecipient to ensure that all Construction Trade Participant(s) comply with the herein stipulated minimum

insurance requirements. Furthermore, the Subrecipient hereby agrees to include and require that the language of this provision be included in all contracts or subcontracts relating to the Project.

E. Until at least the date determined in Exhibit A of this Agreement (Monitoring Period), Subrecipient shall fulfill its stated purpose in a manner satisfactory to the County as outlined in Exhibit A (Project Description and Scope of Services) of this Agreement and provide continued service. All records and public information created in connection with this Agreement or the Project shall be retained by Subrecipient until at least the date determined in Exhibit A (Monitoring Period).

F. In the event Subrecipient discontinues its services and/or the Project funded under this Agreement prior to the date determined in Exhibit A (Monitoring Period) of this Agreement**,** the value of the pro-rated portion of real and personal property (tangible and intangible) secured with the CDBG funds, if applicable, under this Agreements shall revert to the County. If said property has been disposed of, then the County will be reimbursed in the amount of the current fair market value of the property less any portion of the fair market value attributable to non- County CDBG funds. (Personal property includes, but is not limited to, equipment, furnishings, and vehicles.)

G. Except as provided herein, the terms of this Agreement shall be effective from the date of execution through and including the date determined in Exhibit A of this Agreement (Monitoring Period).

PART II

1. **PERFORMANCE AND REPORTING:**

A. Subrecipient shall direct all notices, reports, insurance policies, and other communications related to or required by this Agreement to the office of the Williamson County Community Development Administrator, 710 Main Street, Ste 101 Georgetown, TX 78626. Notice by both Subrecipient and County shall be given by ordinary mail. All reports shall comply with relevant state and federal regulations, including but not limited to 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

B. Until the completion of the Project and expenditure of all CDBG funds disbursed under this Agreement, Subrecipient shall submit monthly reports describing progress of the project activities.

C. Not later than date determined in Exhibit A of this Agreement (Project Completion Date), Subrecipient shall provide the County with a Certified Statement of the Expenditure of Funds disbursed under this Agreement.

D. Following completion of the Project, Subrecipient shall submit annual reports by the first day of October of each contract year until the date determined in Exhibit A

(Monitoring Period) of this Agreement. The annual report shall, at a minimum, include statistics pertaining to the number, race, disability, household income, household size and place of residence of clients served at Subrecipient's Facility.

E. No reporting requirements shall extend beyond the date determined in Exhibit A of this Agreement (Monitoring Period).

2. **OTHER REPORTS, AUDITS AND INSPECTIONS:**

A. Subrecipient shall promptly furnish the County or HUD with such statements, records, data and information as the County or HUD may reasonably request pertaining to this Agreement.

B. During the term of this Agreement, any time during normal business hours, Subrecipient shall make available to the County, HUD and/or the Comptroller General of the United States, or their duly authorized representatives, all of Subrecipient's records in order to permit examination of any audits, invoices, materials, payrolls, personnel records, conditions of employment, and other data relating to all matters covered by this Agreement.

C. Subrecipient shall retain financial records, supporting documents, statistical records, and all other records pertaining to expenditures under this Agreement until the date determined in Exhibit A.

3. **ADMINISTRATIVE REQUIREMENTS AND AUDIT REQUIREMENTS:**

A. Financial Management

1. Accounting Standards

Subrecipient agrees to comply with Subpart E of 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred. All financial transactions and documentation must comply with the audit requirements in 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Procedures for Accounts Payable, Purchasing, and other accounting functions must meet all standards established by the Williamson County Auditor, and Subrecipient will provide any reports required by those standards.

2. Uniform Administrative Requirements

Subrecipient will comply with 24 CFR 570.502, Applicability of Uniform Administrative Requirements, Section (a), recipients and subrecipients that are governmental entities (including public agencies) and Section (b), subrecipients, except subrecipients that are governmental entities.

Subrecipients shall comply with the requirements and standards of 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

3. Audit Requirements

Subrecipient agrees to comply with the Williamson County Community Development Block Grant Audit Requirements attached as Exhibit B to this Agreement.

Subrecipients shall comply with the requirements and standards of 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

Subrecipient agrees to furnish County with a current Financial Report (financial statements) within six (6) months from the end of its fiscal year covering the period of this Agreement that includes detailed receipts and disbursement of payments to Subrecipient hereunder. **Grant funds will automatically be forfeited if the SUBRECIPIENT fails to submit a Financial Report.**

However, if Subrecipient expends Seven Hundred Fifty Thousand Dollars ($750,000.00) or more in federal funds (all sources), Subrecipient must, within nine (9) months from the end of its fiscal year, supply County with a single audit and is required to submit their audit report to the Federal Audit Clearinghouse (FAC) within the earlier of 30 days after the receipt of the auditor's report, or within 9 months after the end of the audit period. **Grant funds will automatically be forfeited if the SUBRECIPIENT fails to submit an audit within the allotted time.**

If the Subrecipient expends less than Seven Hundred Fifty Thousand Dollars ($750,000.00) a year in federal funds (all sources), then they are exempt from Single Audit requirement for that year; however, records must be available for review or audit by appropriate officials of the federal agency, pass-through entity and the General Accounting Office.

Subrecipient is required to submit a 990 Tax Return (Return of Organization Exempt from Income Tax) for the most recent fiscal year within six (6) months if submitting a Financial Report or within nine (9) months if submitting a Financial Audit. If the Subrecipient is not classified as an exempt entity as defined in 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, the Subrecipient will not be awarded grant funds.

If applicable, Subrecipient agrees to cooperate with County relating to any inquiries regarding the Financial Audit or Financial Report and Subrecipient acknowledges that a Financial Audit or Financial Report shall be provided to County at the expense of the Subrecipient**.** Financial Audit or Financial Report shall be available to County staff, and any and all applicable federal agencies, and be of unrestricted access, as listed in 24 CFR Part 85.42.

4. Cost Principles

Subrecipient shall administer its program in conformance with 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as applicable, for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record-Keeping

1. Records to Be Maintained

Subrecipient shall maintain all records that are pertinent to the activities to be funded under this Agreement, including but not limited to:

a. Records providing a full description of each activity undertaken;

b. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;

c. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program; and

d. Financial records as required by 24 CFR 570.502, and 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

2. Client Data

Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to a signed and dated verification of income statement, or other basis for determining eligibility, and description of service provided. Such information shall be made available to County monitors or their designees for review upon request.

3. National Objectives

Subrecipient agrees to maintain documentation that demonstrates that the activities carried out with funds provided under this Agreement benefit low/moderate income persons, as defined in 24 CFR 570.208.

C. Procurement

1. Compliance

Subrecipient shall comply with current County policy concerning the purchase of equipment and shall maintain an inventory record of all non-expendable personal property as defined by such policy as may be procured with funds provided herein.

All program assets (unexpended program income, property, equipment, etc.) shall revert to the County upon termination of this Agreement. As necessary, the procurement procedures and related documents involving all purchases with grant funds are subject to review and oversight by the County's Contract Audit, Legal, and Purchasing Department.

2. OMB Standards

Subrecipient shall procure materials in accordance with the requirements of 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Procurement Standards, and shall subsequently follow, Property Management Standards, covering utilization and disposal of property. Copies of said circulars are provided and by execution of this Agreement, Subrecipient acknowledges their receipt.

D. Amendments

The County or Subrecipient may amend this Agreement at any time provided that such amendments are executed in writing and signed by a duly authorized representative of both organizations.

4. **NON-DISCRIMINATION:**

No person shall be excluded from or denied the benefits of Subrecipient's service on the basis of age, race, color, religion, creed, national origin, gender identity, sex, marital status, disability, sexual orientation or, with respect to the sale, lease, rental, use or occupancy of real property or housing accommodations, the presence or absence of dependents, familial status or public assistance source of income. All current and prospective project beneficiaries must, however, be persons in need of the programs provided by Subrecipient.

5. **SECTION 504 COMPLIANCE:**

No otherwise qualified individual with handicaps shall, solely by reason of his/her handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. This includes, but is not limited to, programs and/or activities related to housing, employment, and the delivery of services.

6. **EQUAL EMPLOYMENT OPPORTUNITY, FAIR HOUSING AND DRUG-FREE WORKPLACE:**

The subrecipient certifies that it is an "Equal Opportunity Employer" and that it will comply with the Texas Human Rights Commission Act, and all applicable HUD regulations pertaining to equal opportunity and affirmative action in employment. Further, the SUBRECIPIENT shall ensure that all contracts for work under this Agreement contain appropriate equal employment opportunity statements.

SUBRECIPIENT shall comply with all provisions of 24 CFR Part 100-115, which implement the Fair Housing Act. This Act prohibits discrimination in the sale or rental of

housing, the financing of housing or the provision of brokerage services against any person on the basis of race, color, religion, sex, national origin, handicap or familial status.

In addition, SUBRECIPIENT certifies it will provide a drug-free workplace as defined in 24 CFR Part 24, subpart F and/or follow the requirements of 24 CFR 92.350.

7. **SECTION 3:**

Subrecipient agrees to comply with Section 3 requirements, the regulations set forth in 24 CFR 135, and to include the following language in all subcontracts executed under this Agreement:

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate actions, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contract is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

8. **WOMEN AND MINORITY-OWNED BUSINESS ENTERPRISES:**

Subrecipient will use its best efforts to afford minority and women-owned business enterprises (at least fifty-one (51) percent owned and controlled by minority group members or women) the maximum practicable opportunity to participate in the performance of this Agreement.

9. **LABOR:**

Construction projects funded under the CDBG program in excess of $2,000 shall comply with the labor provisions outlined in 24 CFR 570.603. Subrecipient will comply with Davis-Bacon Act (40 U.S.C. 276a-276a-5). Such contracts must also be subject to the overtime provisions, as applicable, of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332). The Subrecipient agrees to adhere to said provisions and will not use suspended or debarred contractors.

10. **ENVIRONMENTAL ASSESSMENT AND HISTORIC PRESERVATION:**

Subrecipient shall assist the County in complying with all applicable environmental assessment and historic preservation requirements of HUD and the State Historic Preservation Officer of Texas.

11. **LEAD-BASED PAINT POISONING PREVENTION:**

Subrecipient shall comply with requirements of Section 302 of the Lead-Based Paint Poisoning Prevention Act and HUD regulations thereunder (24 CFR Part 570) insofar as they apply to the performance of this Agreement.

12. **ELIGIBILITY RESTRICTIONS FOR CERTAIN RESIDENT ALIENS (570.613):**

1. Restriction The subrecipient agrees to comply with 24 CFR 570.613, which states that certain newly legalized aliens, as described in 24 CFR part 5 subpart E are not eligible to apply for benefits under covered activities funded by the County's CDBG programs. "Benefits" under this section means financial assistance, public services, jobs and access to new or rehabilitated housing and other facilities funded through the

County's CDBG programs. "Benefits" do not include relocation services and payments to which displacees are entitled by law.

2. Covered Activities "Covered activities" under this section means activities meeting the requirements of Sec. 570.208(a) that either:

a. Have income eligibility requirements limiting the benefits exclusively to low and moderate income persons; or

b. Are targeted geographically or otherwise to primarily benefit low and moderate income persons (excluding activities serving the public at large, such as sewers, roads, sidewalks, and parks), and that provide benefits to persons on the basis of an application.

3. Limitation on Coverage

The restrictions under this section apply only to applicants for new benefits not being received by covered resident aliens as of the effective date of this agreement.

4. Compliance

Compliance can be accomplished by the subrecipient obtaining certification as provided in 24 CFR part 5 subpart E evidencing citizenship or eligible immigration status.

13. **TERMINATION OF AGREEMENT FOR CAUSE:**

If Subrecipient fails to fulfill its obligations under this Agreement in a timely and proper manner, or if Subrecipient violates any of the terms, agreements or stipulations of this Agreement, the County shall thereupon have the right to terminate this Agreement by giving written notice to Subrecipient of such termination, specifying the default or defaults, and stating that this Agreement shall be terminated 30 days after the giving of such notice unless such default or defaults are remedied within such cure period. The County shall be obligated to make no payment due hereunder after it gives said notice unless the defaults are remedied with said 30-day period. In the event of such termination, Subrecipient shall promptly repay to the County the full grant amount or that portion of the amounts that have been disbursed to Subrecipient prior to such termination.

14. **TERMINATION OF AGREEMENT FOR CONVENIENCE:**

This Agreement may be terminated in whole or in part upon the mutual agreement of the parties hereto, in which case the County and Subrecipient shall agree upon the termination conditions, including the effective date, the disposition of contract amounts, and in the case of partial termination, the portion to be terminated. However, if, in the case of partial termination, the County determines that the remaining portion of the award will not accomplish the purposes for which the award was made, and the award is terminated in its entirety, Subrecipient shall promptly repay to the County the full grant amount or that portion of the amount which has been disbursed to Subrecipient prior to such termination.

15. **INTEREST OF CERTAIN FEDERAL AND OTHER OFFICIALS:**

A. No member or delegate to the Congress of the United States, and no resident Commissioner, shall be admitted to any share or part of this Agreement, or to any benefit to arise herefrom.

B. No member of the governing body of the County, no officer, employee, official or agent of the County, or other local public official who exercises any functions or responsibilities in connection with the review, approval or carrying out of the Project to which this Agreement pertains, shall have any private interest, direct or indirect, in this Agreement.

C. No federal funds appropriated under this Agreement shall be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to influence a member of Congress, an officer or employee of Congress or any federal agency in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or agreement.

D. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal agreement, Subrecipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

E. Subrecipient shall require that the language of this certification be included in the award documents for all sub-Subrecipients and that all sub-Subrecipients shall certify and disclose accordingly.

16. **CONFLICT OF INTEREST:**

Subrecipient covenants that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the services to be undertaken through this Agreement. Subrecipient further covenants that in the performance of this Agreement, no person having such an interest shall be employed by Subrecipient.

17. **GRANTOR RECOGNITION:**

All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as CDBG funded. In addition, Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

18. **ASSIGNABILITY:**

Subrecipient shall not assign or transfer any interest in this Agreement without the prior written approval of the County. Any assignment made without such consent shall be void. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

19. **HOLD HARMLESS PROVISION:**

Subrecipient shall indemnify, defend and hold harmless the County, its officers, employees and agents from all liability, loss, cost, damage and expense (including reasonable attorney's fees and court costs) resulting from or incurred by reason of any actions based upon the negligent acts or omissions of Subrecipient's employees or agents during the performance of this Agreement.

20. **SEVERABILITY CLAUSE:**

If any one or more of the provisions contained in this Agreement are held to be invalid, illegal, or unenforceable, this Agreement shall be deemed severable and the remainder of the Agreement shall remain in full force and effect.

21. **LIMITATIONS OF COUNTY LIABILITY - DISCLAIMER OF RELATIONSHIP:**

The County shall not be liable to Subrecipient, or to any party, for completion of or failure to complete any improvements which are parts of the Project. Nothing contained in this Agreement, nor any act or omission of the County or Subrecipient, shall be construed to create any special duty, relationship, third-party beneficiary, respondent superior, limited or general partnership, joint venture, or any association by reason of Subrecipient's involvement with the County.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on this _____ day of June, 2025.

Williamson County, Texas

By: _____

Steve Snell
Presiding Officer/Authorized Official
Williamson County

ACKNOWLEDGMENT

STATE OF TEXAS *)*
) SS:
WILLIAMSON COUNTY *)*

On this _____ day of June, 2025, before me, Andrea Schiele, a Notary Public in and for said State, personally appeared Steve Snell, to me personally known, who being by me duly sworn, did say that she is the Presiding Officer/Authorized Official of said County executing the within and foregoing instrument that the seal affixed hereto is the seal of said County, and that the said Steve Snell acknowledged the execution of said instrument to be the voluntary act and deed of said County, by it and by him voluntarily executed.

_____
Notary Public in and for Williamson County, Texas

Hope Alliance/Crisis Center (Subrecipient)

By: Richard M Brown
Rick Brown
Executive Director

ATTEST: Lesa Cantrell
~~Secretary~~ CDO

ACKNOWLEDGMENT

STATE OF TEXAS)
) *SS:*
WILLIAMSON COUNTY)

On this 23RD day of JUNE, 2025, before me, the undersigned, a Notary Public in and for the State of Texas, personally appeared RICHARD M. BROWN and LESA CANTRELL, to me personally known, who being by me duly sworn, did say that they are the CEO AND CDO and _____, respectively, of the organization executing the foregoing instrument; that the seal affixed hereto is the seal of said organization; that the instrument was signed on behalf of the organization by proper authority; that RICHARD M. BROWN and LESA CANTRELL acknowledged the execution of the instrument to be the voluntary act and deed of the organization, by it and by them voluntarily executed.

Kristopher McKenzie
Notary Public in and for the State of Texas

KRISTOPHER MCKENZIE
Notary Public, State of Texas
Comm. Expires 10-06-2026
Notary ID 134004049

EXHIBIT A

TO AGREEMENT BETWEEN WILLIAMSON COUNTY
AND Hope Alliance/Crisis Center
FOR THE USE OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
FISCAL YEAR 2024 FUNDING

---

1. PROJECT DESCRIPTION AND SCOPE OF SERVICES:

A. Subrecipient will provide supportive services to abused and neglected victims of domestic violence in Williamson County, Texas. Specifically, CBDG funds will provide Williamson County domestic violence victims with, but not limited to, intake services, emergency shelter and counseling.

B. Upon request, the County will provide technical assistance to the subrecipient concerning compliance with the terms of this Agreement. The subrecipient shall be responsible for all bidding procedures and subcontractural arrangements. All procedures shall be carried out in accordance with all Federal, State and local standards, and shall be monitored by the County.

C. The Project shall be completed in compliance with all applicable state and local codes. Upon completion, this Project shall be operated in compliance with all applicable federal, state and local laws. Subrecipient agrees the funding shall be used solely for the purpose of costs as detailed in Part I.1.A. of this Agreement.

2. TIME OF PERFORMANCE:

Subrecipient shall perform according to the following schedule:

		Program Element
1.	June 2025	Award of funds and contract with Williamson County
2.	June 2025-September 2025	Program Implementation
3.	Monitoring Period	To be determined based on statement below

Records are to be retained for four years from the date of submission of the County's CAPER in which the specific activity is reported for the last time, unless there is litigation, claims, audit, negotiation, or other actions involving the records, which has started before expiration of the four year period. In such cases, the records must be retained until

completion of the action and resolution of all issues which arise from it or the end of the regular four year period, whichever is longer.

3. PROPOSED PROJECT BUDGET (see attached HUD budget):

	CDBG Amount	Subrecipient Amount
A. Social Services	$50,000	_____
B. Eligible equipment (as outlined in 24 CFR 570.207(1))	_____	_____
C. Engineering, planning & administrative costs	_____	_____
D. Property Acquisition	_____	_____
CDBG Grant	$50,000	

EXHIBIT B
Williamson County Community Development Block Grant Audit Requirements

Williamson County Subrecipients will adhere to the following guidelines with regards to audit requirements:

Subrecipient agrees to comply with the applicable requirements and standards as set forth in 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

Subrecipient agrees to furnish County with a current Financial Report (financial statements) within six (6) months from the end of its fiscal year covering the period of this Agreement that includes detailed receipts and disbursement of payments to Subrecipient hereunder. Future and unused grant funds will automatically be forfeited if the Subrecipient fails to submit a Financial Report.

However, if Subrecipient expends Seven Hundred Fifty Thousand Dollars ($750,000.00) or more in federal funds (all sources), Subrecipient must, within nine (9) months from the end of its fiscal year, supply County with a single audit and is required to submit their audit report to the Federal Audit Clearinghouse (FAC) within the earlier of 30 days after the receipt of the auditor's report, or within 9 months after the end of the audit period. Grant funds will automatically be forfeited if the Subrecipient fails to submit an audit within the allotted time.

If the Subrecipient expends less than Seven Hundred Fifty Thousand Dollars ($750,000.00) a year in federal funds (all sources), then they are exempt from the Single Audit requirements for that year; however, records must be available for review or audit by appropriate officials of the federal agency, pass-through entity and the General Accounting Office.

If applicable, Subrecipient is required to submit a 990 Tax Return (Return of Organization Exempt from Income Tax) for the most recent fiscal year within six (6) months if submitting a Financial Report or within nine (9) months if submitting a Financial Audit. If the Subrecipient is not classified as an exempt entity as defined in 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, the Subrecipient will not be awarded grant funds.

If applicable, Subrecipient agrees to cooperate with County relating to any inquiries regarding the Financial Audit or Financial Report and Subrecipient acknowledges that a Financial Audit or Financial Report shall be provided to County at the expense of the Subrecipient. Financial Audit or Financial Report shall be available to County staff, and any and all applicable federal agencies, and be of unrestricted access, in accordance with 24 CFR Part 85.42 and 24 CFR Part 84.53 as applicable.

The Williamson County CDBG office will issue letters to remind Subrecipients of the audit requirements and request timely submission. Letters will be issued on or around January 5 of each year. If no response is received, a second letter will be issued on or around February 15 of each year. If no response is received, a third request will be made approximately two weeks following. If no response is received by March 15, a final notification will be issued advising the subrecipient of suspension of reimbursement and future funding pending receipt of requested information.

ursement and future funding pending receipt of requested information.

rsement and future funding pending receipt of requested information.

Failure to follow these guidelines could result in the forfeit of future Williamson County CDBG funds and/or repayment of Williamson County CDBG funds already utilized.

Upon receipt of the required audit documents, the Williamson County Community Development Block Grant office will do an initial review to identify findings that affect the Williamson County CDBG program or any cross-cutting findings that could affect future funding. The CDBG office will also request a review by the Williamson County Auditor's office.

or's office.

In the event of a finding, Williamson County will issue a letter requesting additional information regarding the finding and the intentions of the Subrecipient to remedy the finding. Working with the Williamson County Auditor's office, the CDBG office will determine next steps to ensure that all federal, state, or local laws/statures are met.

If a Subrecipient is unable to provide required audit documentation and has utilized CDBG funding, Williamson County will have the option to request repayment and recapture unused funds. If a Subrecipient is unable to provide required audit documentation and has not utilized CDBG funding, Williamson County will not issue funding until requirements are met or will reallocate funds to an alternate project if necessary.

Commissioners Court - Regular Session **24.**

Meeting Date: 07/01/2025

CSCD Community Service Restitution Director MOU for FY26

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

Department: Adult Probation

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the FY26 CSCD (Adult Probation) CSR Memorandum of Understanding.

Background

The Community Service Restitution (CSR) Memorandum of Understanding is an agreement with the Williamson County CSCD (Adult Probation) Department to help fund the CSR Director position. The CSR Director oversees projects throughout the county by utilizing court-ordered community service participants.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CSR Memo and MOU

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	06/26/2025 11:04 AM
Form Started By: Melissa Ramos		Started On: 06/11/2025 10:55 AM
Final Approval Date: 06/26/2025		

WILLIAMSON COUNTY
COMMUNITY SUPERVISION and
CORRECTIONS DEPARTMENT
(ADULT PROBATION)
301 S.E. Inner Loop Road
P.O. Box 251
Georgetown, TX 78627-0251
Phone: (512) 943-3500
Fax: (512) 943-3510

JAMESON PENNINGTON
CSCD Executive Director

JENNIFER NELSON
CSCD Deputy Director

Re: FY 2026 CSCD Memorandum of Understanding - CSR Director

Date: 06/12/2025

This long-standing MOU between Williamson County and Williamson County Community Supervision and Corrections Department (CSCD) is to continue providing one-half of the salary of the Williamson County Community Services Director position, whereas the CSCD continues to pay the other half of the salary and fringe benefits for this position. The minor increase requested in this MOU represents a percentage of salary increases for the position over the past 3 years.

The CSR Director oversees a variety of projects in Williamson County being completed by participants who are completing community service restitution hours for the Courts. The Williamson County CSR program operates seven days per week to include assisting the Road and Bridge Department on weekends with county road trash cleanup. During the week, the CSR Program Director assigns participants to various community agencies and provides the Williamson County Facilities Department with participants to complete several county office remodel and painting projects.

Annually, the participants of the CSR program provide a significant cost savings to the County while providing opportunities for participants to fulfill their court ordered Community Services Restitution hours. In FY24, program participants completed 109,783 hours of community service, yielding substantial cost savings to the County and offering structured means for individuals to fulfill their court-ordered restitution obligations.

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P.O. Box 251
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Fax: (512) 943-3510

JAMESON PENNINGTON
CSCD Executive Director

JENNIFER NELSON
CSCD Deputy Director

Memorandum of Understanding

The Williamson County Commissioners Court agrees to fund the CSR Director position for the Williamson County CSCD for fiscal year 2026, not to exceed $37,950 in order to maintain the Community Service Restitution Program which supervises defendants who have been ordered to perform volunteer work in order to pay back the community for their offense.

Williamson County shall pay an equally divided amount on a quarterly basis to the Williamson County CSCD, to be deposited in fund #572, in the months of October 2025, December 2025, March 2026 and June 2026.

Steven Snell
County Judge
Williamson County, Texas

Date Signed: _____

Jameson Pennington
Executive Director
Williamson County CSCD

Date Signed: 6/12/2025

Commissioners Court - Regular Session **25.**

Meeting Date: 07/01/2025

CSCD DWI-Drug Court Counselor MOU for FY26

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

Department: Adult Probation

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the FY26 CSCD (Adult Probation) DWI-Drug Court Counselor Memorandum of Understanding.

Background

The DWI-Drug Court Counselor Memorandum of Understanding is an agreement the Williamson County CSCD (Adult Probation) Department has with Williamson County, to help fund a portion of the court counselor position in which individual counseling sessions are provided to each Drug Court participant throughout their 12-month program.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

DDCP Memo and MOU

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	06/26/2025 03:17 PM
Form Started By: Melissa Ramos		Started On: 06/11/2025 10:59 AM
Final Approval Date: 06/26/2025		

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CORRECTIONS DEPARTMENT
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Fax: (512) 943-3510

JAMESON PENNINGTON
CSCD Executive Director

JENNIFER NELSON
CSCD Deputy Director

Re: FY 2026 CSCD Memorandum of Understanding -DWI/Drug Court Counselor

Date: 06/12/2025

This MOU between Williamson County and Williamson County Community Supervision and Corrections Department (CSCD) is to continue providing a portion (1/3) of the salary of the Williamson County DWI/Drug Court Counselor. The CSCD pays the remaining 2/3 of the salary in addition to fringe benefits. This MOU was established in 2017 after grant funds could not be secured for the program's continuation. The minor increase requested in this MOU represents a percentage of salary increases for the position over the past 3 years.

The DWI/Drug Court Counselor plays a critical role in the success of the DWI/Drug Court program. Responsibilities include:

- Providing individual counseling sessions to all program participants.
- Delivering a **60-hour intensive outpatient chemical dependency program** designed to support participant recovery and reduce recidivism.

This investment helps ensure the continued success and sustainability of the DWI/Drug Court program by maintaining vital support services for participants.

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JAMESON PENNINGTON
CSCD Executive Director

JENNIFER NELSON
CSCD Deputy Director

Memorandum of Understanding

The Williamson County Commissioners Court agrees to fund the DWI/Drug Specialty Court Individual Counselling Services for the Williamson County CSCD for the fiscal year 2026, not to exceed $29,095, this will continue the intensive and focused treatment provided by CSCD to the program participants.

Williamson County shall pay an equally divided amount on a quarterly basis to the Williamson County CSCD, to be deposited in fund #572, in the months of October 2025, December 2025, March 2026 and June 2026.

Steven Snell
County Judge
Williamson County, Texas

Date Signed: _____

Jameson Pennington
Executive Director
Williamson County CSCD

Date Signed: 6/12/2025

Commissioners Court - Regular Session **26.**

Meeting Date: 07/01/2025

CSCD Collection of Fines and Fees MOU for FY26

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

Department: Adult Probation

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the FY26 CSCD (Adult Probation) Collection of Fines and Fees Memorandum of Understanding.

Background

The Collection of Fines and Fees Memorandum of Understanding is an agreement Williamson County CSCD (Adult Probation) Department has with Williamson County to assist in supporting the CSCD in the continuation of our efforts to collect fines and fees from justice involved adults on behalf of Williamson County. The CSCD has been proud to provide these services for many years in an effort to support local functions and assisting to provide restitution to victims of crimes in Williamson County.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Collections Memo and MOU

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	06/26/2025 03:17 PM
Form Started By: Melissa Ramos		Started On: 06/11/2025 11:01 AM
Final Approval Date: 06/26/2025		

WILLIAMSON COUNTY
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Fax: (512) 943-3510

JAMESON PENNINGTON
CSCD Executive Director

JENNIFER NELSON
CSCD Deputy Director

Re: FY 2026 CSCD Memorandum of Understanding -Collection of Fines and Fees

Date: 06/12/2025

This MOU between Williamson County and Williamson County Community Supervision and Corrections Department (CSCD) is to assist in supporting the CSCD in the continuation of our efforts to collect fines and fees from the justice involved adults on behalf of Williamson County. The CSCD has be proud to provide these services for many years in an effort to support local function and assisting to provide restitution to victims of crimes in Williamson County.

In FY2024 alone, the CSCD collected and returned more than $1,131,000.00 of Court ordered fees and fines to Williamson County. The funds requested in this MOU will strengthen the CSCDs ability to continue in providing these necessary services. The increase in the request aligns with the roughly 8% fee structure negotiated when the MOU originated.

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Phone: (512) 943-3500
Fax: (512) 943-3510

JAMESON PENNINGTON
CSCD Executive Director

JENNIFER NELSON
CSCD Deputy Director

Memorandum of Understanding

The Williamson County Commissioners Court agrees to fund the Williamson County CSCD for fiscal year 2026, not to exceed $90,480 in order to maintain the Collection of Fines and Fees done on behalf of the county. This service has been upheld by the CSCD for an established number of years and has been helped the County restore to victims of criminal offenses, court ordered restitution.

Williamson County shall pay an equally divided amount on a quarterly basis to the Williamson County CSCD, to be deposited in fund #572, in the months of October 2025, December 2025, March 2026 and June 2026.

Steven Snell
County Judge
Williamson County, Texas

Date Signed: _____

Jameson Pennington
Executive Director
Williamson County CSCD

Date Signed: 6/12/2025

Commissioners Court - Regular Session **27.**

Meeting Date: 07/01/2025

CTTC Lease Agreement - No changes

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

Department: Adult Probation

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a Lease Agreement between Williamson County, as Lessor, and the Williamson County Community Supervision and Corrections Department, as Lessee, for the premises located at 601 N. Alligator Street, Granger, Texas (the Central Texas Treatment Center Facility).

Background

The county has leased this property to Williamson County Community Supervision and Corrections Department for the purpose of housing the Central Texas Treatment Center Facility. The term of the lease would be for a period of three (3) years, commencing on September 1, 2025 and ending on August 31, 2028. The rent to Williamson County would be $10,000 per month.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Renewal Letter from CSCD

CTTC Lease

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	06/26/2025 03:17 PM
Form Started By: Melissa Ramos		Started On: 06/25/2025 03:42 PM
Final Approval Date: 06/26/2025		

WILLIAMSON COUNTY
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CORRECTIONS DEPARTMENT
(ADULT PROBATION)
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Georgetown, TX 78627-0251
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Fax: (512) 943-3510
www.adultprobation.net

JAMESON PENNINGTON
CSCD DIRECTOR

JENNIFER NELSON
DEPUTY DIRECTOR

To: Williamson County Commissioners Court

From: Jameson Pennington, Williamson County CSCD Executive Director

Re: Central Texas Treatment Center Lease Renewal

Date: June 12, 2025

The Central Texas Treatment Center (CTTC) is a 100-bed community corrections facility located in Granger, Texas. CTTC is a long-term residential substance abuse treatment facility which is grant funded by the Texas Department of Criminal Justice. Williamson County CSCD has received TDCJ funding to operate the facility since 1990. In 2002, Williamson County purchased the current location in Granger and has leased the building to the CSCD since that time.

The current lease agreement is set to expire at the end of August 2025 and the proposed lease renewal is for a three (3) year term continuing at a rate of $10,000 a month.

CTTC has been continually recognized as one of the most successful substance abuse facilities in the State of Texas. I am proud that such a lifesaving program continues to be located here in Williamson County.

Respectfully,

Jameson Pennington
Executive Director
Williamson County Community Supervision & Corrections Department
Office: 512-943-3564
jameson.pennington@wilcotx.gov

LEASE AGREEMENT

This Lease Agreement is made and entered into by and between Williamson County, hereinafter referred to as Lessor, and the Williamson County Community Supervision and Corrections Department, hereinafter referred to as Lessee. Authority for this Lease Agreement is granted by the Texas Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

In consideration of the mutual covenants and agreements herein set forth, and other good and valuable consideration, Lessor does hereby demise and lease to Lessee and Lessee does hereby lease from Lessor, the premises and building situated at 601 N. Alligator Street in Granger, Texas, and hereinafter referred to as the "Premises".

I. TERM

The term of this Lease Agreement shall be for a period of three (3) years, commencing on September 1, 2025, and ending on August 31, 2028.

II. RENT

Lessee agrees to pay rent to Lessor the sum of $10,000 per month, payable by the tenth (10th) day of each month.

III. MAINTENANCE AND SURRENDER

Lessor shall at its expense and risk maintain the roof, foundation, underground or otherwise concealed plumbing, the structural soundness of the exterior walls (including all windows, windows glass, plate glass, and all doors), and all other parts of the building and other improvements on the leased premises in good repair and condition, including but not limited to, repairs (including all necessary replacements) to the exterior plumbing, windows, window glass, plate glass, doors, HVAC system, fire protection system, interior of the building in general, and maintenance of the parking and common areas outside the building. Lessor will regularly, or at least annually, perform any mold related examinations and tests necessary to ensure that unsafe levels of mold are not present in the building. Lessee will perform periodic checks of the attic and subfloor areas, to determine the existence of any water leaks or environments conducive to the growth of mold. Lessor agrees to remediate any mold damage or growth that may occur on the Premises, and repair or replace any parts of the building damaged by mold.

Lessee shall, throughout the lease term, maintain the building and other improvements constituting the lease premises and keep them free from waste or nuisance, repair any damages to the Premises caused by Lessee, and shall deliver up the Premises in a clean and sanitary condition at the termination of this Lease Agreement in good repair and condition, except for reasonable wear and tear and damage by fire, tornado, or other casualty. In the event Lessee should neglect to reasonably maintain the leased premises, Lessor shall have the right, but not the obligation, to cause repairs or corrections to be made, and any reasonable costs therefore shall by paying by Lessee to Lessor as additional rental on the next rental installment date.

Any physical additions or improvements to the Premises made by Lessee will become the property of Lessor.

Upon the expiration of this Lease Agreement, Lessee shall have the right to remove from the leased premises its personal property and shall make any necessary repairs to the Premises of damage caused in connection with the removal of said property, if any, within fifteen (15) days of the expiration date. Lessor may require that Lessee, at termination of this Lease Agreement and at Lessee's expense, remove any physical additions and improvements, repair any alterations, and restore the Premises to the condition existing at the commencement date, normal wear excepted.

IV. OBLIGATIONS OF LESSOR AND LESSEE

Lessee shall pay all utility charges of water, electricity, sewer, heat, gas, and power used in and about the leased premises, all such charged to be paid by Lessee to the utility company or municipality furnishing the same, before the same shall become delinquent.

Lessee shall maintain insurance on any personal or Lessee owned property.

Lessor will provide and maintain network connectivity to the premises.

Lessor and Lessee release each other from any claim, by subrogation or otherwise, for any damage to the Premises, the building, or personal property within the building, by reason of fire or the elements, regardless of cause, including negligence of Lessor or Lessee. This release applies only to the extent permitted by law, the damage is covered by insurance proceeds, and the release does not adversely affect any insurance coverage.

If the Premises are damaged by casualty and can be restored within ninety (90) days, the Lessor will, at its expense, restore the Premises to substantially the same condition that existed before the casualty. If Lessor fails to complete restoration within ninety (90) days from the date of written notification by Lessee to Lessor of the casualty, Lessee may terminate this Lease Agreement by written notice to Lessor.

If the Premises cannot be restored within ninety (90) days, Lessor has an option to restore the Premises. If Lessee chooses not to restore, this Lease Agreement will terminate. If Lessor chooses to restore, Lessor will notify Lessee of the estimated time to restore and give Lessee an option to terminate this Lease Agreement by notifying Lessor within ten (10) days. If Lessee does not terminate this Lease Agreement, the lease will continue, and Lessor will restore the Premises as provided above.

To the extent the Premises are untenantable after the casualty, the rent will be adjusted as may be fair and reasonable.

V. DEFAULT

If Lessee shall allow the rent to be in arrears more than thirty (30) days after written notice of such delinquency, or shall remain in default under any other condition of this Lease Agreement for a

period of thirty (30) days after written notice from Lessor, Lessor may at its option, terminate this Lease Agreement, or in the alternative, Lessor may reenter and take possession of said premises and remove all persons and property therefrom, without being deemed guilty of any manner of trespass and without prejudice to any legal remedies which may be used for the collection of rent.

If Lessor defaults in the performance of any term, covenant, or condition required to be performed by him under this Lease Agreement, Lessee may elect either one of the following:

(A) After thirty (30) days written notice to Lessor, Lessee may elect to remedy such default by any necessary action and all sums expended or obligations incurred by Lessee in connection therewith shall be paid by Lessor to Lessee in demand: or

(B) Elect to terminate this Lease Agreement on giving at least thirty (30) days written notice to Lessor of such intention, thereby terminating this Lease Agreement on the date designated in such notice, unless Lessor shall have cured such default prior to the expiration of the thirty (30) day period.

VI. INSPECTION BY LESSOR

Lessee shall permit Lessor and his agents to enter into and upon the leased premises at all reasonable times for the purpose of inspecting the same or for the purpose of maintaining or making repairs or alterations to the building.

VII. OPTIONS

Any holding over by Lessee of the leased premises after the expiration of this Lease Agreement or any extension or renewal thereof shall operate and be construed as a month-to-month tenancy and the Lessee shall be obligated to make the monthly rental as set forth above.

VIII. MISCELLANEOUS

All notices provided to be given under this Lease Agreement shall be given by certified mail or registered mail, addressed to the proper party, at the following addresses:

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

LESSEE:
CSCD Director
P.O. Box 251
Georgetown, Texas 78627

This Lease Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

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

No amendment, modification, or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

The rights and remedies provided by this Lease Agreement are cumulative and the use of any one right or remedy by either party shall not preclude or waive its rights to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statutes, ordinance or otherwise.

No waiver by the parties hereto of any default or breach of any of the terms of this Lease Agreement whereby the party not in default employs attorneys to protect or enforce its rights hereunder and prevails, then the defaulting party agrees to pay the other party reasonable attorneys' fees so incurred by such other party.

Neither Lessor nor Lessee shall be required to perform any term, condition, or covenant in this Lease Agreement so long as such performance is delayed or prevented by force of nature, which means acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and any other cause not reasonably within the control of Lessor or Lessee and which by the exercise of due diligence, Lessor or Lessee is unable, wholly or in part, to prevent or overcome.

This Lease Agreement will be subject to the availability of funds as appropriated by the State Legislature and as made available by the Community Justice Assistance Division of the Texas Department of Criminal Justice. If such funds become reduced or unavailable, this Lease Agreement shall be subject to immediate modification, reduction or termination.

IX. ENTIRE AGREEMENT

This Lease Agreement is the entire agreement of the parties, and there are no oral representation, warranties, agreements, or promises pertaining to this Lease Agreement or to any expressly mentioned exhibits and riders not incorporated in writing in this Lease Agreement.

IN WITNESS WHEREOF, the undersigned Lessor and Lessee hereto execute this Lease Agreement in multiple originals to be effective as of September 1, 2025.

LESSOR:

Steven Snell
County Judge
Williamson County, Texas

LESSEE:

Jameson Pennington
CSCD Executive Director
Williamson County, Texas

Commissioners Court - Regular Session **28.**

Meeting Date: 07/01/2025

Authorize Issuing RFCSP #25RFCSP69 General Contractor for ESOC Data Center Computer Room Air Conditioning (CRAC) Unit for Facilities Management

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed responses for a General Contractor for ESOC Data Center Computer Room Air Conditioning (CRAC) Unit, under RFCSP #25RFCSP69, funding source is P#609.

Background

Pursuant to Chapter 2269 Subchapter D of the Texas Government Code, Williamson County (County) is seeking written proposals from qualified contractors to provide Competitive Sealed Proposals for Emergency Service Operations Center (ESOC) Data Center, Computer Room Air Conditioning (CRAC) Unit. Construction Estimated Budgeted amount: $1,400,000.00. Origination ID# 2988. The funding source is P609 and the point of contact is Gretchen Glenn.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	06/25/2025 10:32 AM
County Judge Exec Asst.	Andrea Schiele	06/25/2025 04:45 PM
Form Started By: Johnny Grimaldo		Started On: 06/18/2025 03:49 PM
Final Approval Date: 06/25/2025		

Commissioners Court - Regular Session **29.**

Meeting Date: 07/01/2025

Approval of Agreement for Construction Contract #2025267 for Berry Springs Fencing Project with Falkenberg Construction Company, Inc. for Parks Department

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the Agreement for Construction Contract #2025267 with Falkenberg Construction Company Inc. for the Berry Springs Fencing Project pursuant to BuyBoard Contract #728-24 at Berry Springs Park for the Parks Department, in the amount of $81,578.83, and authorize execution of this agreement. The funding source is P711.

Background

This Agreement for Construction Contract #2025267, attached, is between Williamson County and Falkenberg Construction Company Inc. for the Berry Springs Park through BuyBoard Contract # 728-24 at the Berry Springs County Park, located at 1801 CR152, Georgetown, TX 78626. The funding source is P711. The Origination ID #2934 and the Point of Contact is Mark Pettigrew.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

2025267 Falkenberg Construction Co.

1295 Form Falkenberg Construction

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	06/25/2025 10:48 AM
County Judge Exec Asst.	Andrea Schiele	06/25/2025 04:46 PM
Form Started By: Vickie Johnson		Started On: 06/18/2025 03:50 PM
Final Approval Date: 06/25/2025		

Docusign Envelope ID: D3D9B5D5-5526-4714-BDF6-7BF934C57A6B

Agreement for Construction Services

(Cooperative Contract # Buy Board 728-24)

This Agreement ("Agreement") between Williamson County, Texas, a political subdivision of the State of Texas ("Owner") and Falkenberg Construction Co. Inc. ("Contractor") is entered into in accordance with the following terms and conditions:

ARTICLE 1 SCOPE OF WORK: The Owner desires to retain Contractor for the removal and replacement of fencing at Berry Springs Park (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 **Eighty-One Thousand Five Hundred Seventy-Eight Dollars and Eighty-Three Cents ($81,578.83)** 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 Proposal and Scope of Work No. 596.25 attached hereto as **Exhibit "A"**, and may be modified by written agreement between Owner and Contractor.

ARTICLE 4 CONTRACT TIME:

4.1 Contractor shall commence the Work upon instruction to do so from the Owner. Unless otherwise specified in writing, Contractor shall achieve Final Completion on or before September 30, 2025. Owner may extend said time period in the event bad weather affects the progress of the Work. 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

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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.

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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

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Aggregate policy limits: $2,000,000

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

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

.5 Damage to Rented Property/Premises (Ea. Occurrence): $100,000

.6 Builder's Risk Insurance (all-risks)

An all-risk policy, in the amount equal at all times to 100% of the Contract Price. The policy shall include coverage for loss or damage caused by certified acts of terrorism as defined in the Terrorism Risk Insurance Act. The policy shall be issued in the name of the Contractor and shall name its Subcontractors as additional insureds. The Owner shall be named as a loss payee on the policy. The builders risk policy shall have endorsements as follow:

a. This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises. If off-site storage is permitted, coverage shall include transit and storage in an amount sufficient to protect property being transported or stored.

b. For renovation projects and or portions of work contained within an existing structure, the Owner waives subrogation for damage by fire to existing building structure(s), if the Builder's Risk Policy has been endorsed to include coverage for existing building structure(s) in the amount described in the Special Conditions. However, Contractor shall not be required to obtain such an endorsement unless specifically required by the Special Conditions if any. The aforementioned waiver of subrogation shall not be effective unless such endorsement is obtained.

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

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

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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

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(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.

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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.

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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

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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.

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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

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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.

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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

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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.

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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.

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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,

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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" – Proposal and Scope of Work No. 596.25;
3. Cooperative Contract - Buy Board #728-24; 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" – Proposal and Scope of Work No. 596.25;
3. Cooperative Contract - Buy Board #728-24; 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	FALKENBERG CONSTRUCTION CO. INC.
By: _____	By: DocuSigned by: _____ 00B8142C0830456...
Printed Name: Hon. Steven Snell	Printed Name: John E. Castro
Title: _____	Title: President
Date: _____	Date: June 16, 2025 | 16:14 CDT

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Exhibit “A”

Proposal and Scope of Work No. 596.25

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falkenberg
CONSTRUCTION CO., INC.
2435 109TH ST. | GRAND PRAIRIE, TX. 75050
T.214-324-4779 FALKENBERGCONSTRUCTION.COM

May 29, 2025

Williamson County Parks
Mark Pettigrew
1801 CR152
Georgetown, TX 78626

Proposal No.: [redacted]

Reference: Berry Springs Fence

Contract No.: Buy Board 728-24

Attention: Mark Pettigrew

We propose to furnish labor, material and equipment for the Berry Springs Fence project for the sum as follows:

Proposal Breakdown		
RS Means Cost		**$81,213.37**
Coefficient	**0.98**	**$1,624.27**
Sub Total		**$79,589.10**
Bond	**2.50%**	**$1,989.73**
TOTAL		**$81,578.83**

Eighty-One Thousand Five Hundred Seventy-Eight and 83/100 ---------- Dollars.

I. Documents:
- **A. Drawings:** N/A
- **B. Specifications** N/A

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II. Scope of Work:

Remove 1080' of existing fencing along CR 152 - Park Side

- Remove all wire and post
- Protect existing stone pillars
- Haul off all wire and any brush with wire

Construct 1080' of new 5 stand slick wire fence with 4" wood post along CR 152 - Park Side

- Drill holes for 4" round post
- Set 4" round post
- Brace all terminal posts
- Tie wire between all rock columns
- Staple 5 strands at all line posts

Construct 1795 LF of cedar 2 rail split rail fence

- Posts installed at 10' centers
- Terminal posts installed at every section between columns
- 2 rails installed between each 10' section
- Including 285LF section located by park restroom blg

- Daily & Final Clean Up

III. Exclusions:

Sales tax, overtime, permit fees
MEP Work
Any work outside of pre-discussed scope
Daily supervision of jobsite
Unmarked underground utilities

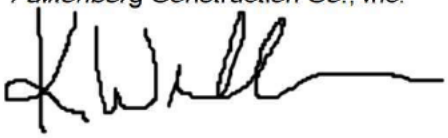
IV. Clarifications:

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

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

Sincerely,

Falkenberg Construction Co., Inc.



Kady Williams
Construction Manager

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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:
2025-1324681

Date Filed:
06/16/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Falkenberg Construction Co., Inc.
Grand Prairie, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Willamson 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.
596.25
Wilco Parks - Berry Springs Fence

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

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

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

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

Executed in Dallas County, State of Texas, on the 16th day of June (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:
2025-1324681

Date Filed:
06/16/2025

Date Acknowledged:
06/18/2025

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

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

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

Willamson 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.

596.25
Wilco Parks - Berry Springs Fence

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

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

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

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

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

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

Commissioners Court - Regular Session **30.**

Meeting Date: 07/01/2025

Approval of Agreement for Commissioning Services with Cleary Zimmermann Engineers, LLC. utilizing 25RFSQ7 - MEPFC pool 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 on awarding RFSQ #25RFSQ7 to Cleary Zimmermann Engineers, LLC. for Commissioning Services of the Williamson County Exposition Center West Arena New in the not-to-exceed amount of Eight Thousand Three Hundred Thirty Dollars ($8,300.00) and authorize execution of the agreement, the funding source is P635.

Background

Cleary Zimmermann Engineers, LLC. is recommended for award through the 25RFSQ7 - MEPFC pool, which established a pre-qualified consultant pool to be contracted on an as-needed basis on Pool CC 1/7/25 Agenda Item #32. Cleary Zimmermann Engineers, LLC. is recommended for this project following a project specific evaluation of the firms from the 25RFSQ7 pool. Cleary Zimmermann Engineers, LLC. received the highest score for this project. This Agreement for Commissioning Services between Williamson County and Cleary Zimmermann Engineers, LLC. is to provide Commissioning Services to evaluate the design, performance and operation of the Williamson County Exposition Center West Arena – New, including HVAC, electrical, and plumbing, service water, construction, acceptance and occupancy to satisfy the performance requirements of the project's documents. The Williamson County Exposition Center West Arena – New is located at 5150 Bill Pickett Trail, Taylor, TX 76574. Contract Audit and General Counsel reviewed. A detailed scope of work is attached. The funding source is P635, and the point of contact is Christy Matoska.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Commissioning Services Agreement

Form 1295 Cleary Zimmermann Engineers LLC Complete

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	06/26/2025 07:05 AM
County Judge Exec Asst.	Andrea Schiele	06/26/2025 09:52 AM
Form Started By: Michelle McKinney		Started On: 06/23/2025 12:48 PM
Final Approval Date: 06/26/2025		

AGREEMENT FOR COMMISSIONING SERVICES

PROJECT: **Expo – West Arena New** ("Project")

COMMISSIONING PROVIDER: **Cleary Zimmermann Engineers, LLC.** ("CxP")
Brian Keller, NEBB CP, Principal, Commissioning
1344 S. Flores, Suite 101
San Antonio, TX 78201

COUNTY'S DESIGNATED REPRESENTATIVE: **Williamson County Parks Department**
Director of Parks
219 Perry Mayfield
Leander, Texas 78641

THIS AGREEMENT FOR COMMISSIONING 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 CxP.

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 commissioning providers; and

WHEREAS, County intends to **have Commissioning provider evaluate the performance, design and operation of the Williamson County Exposition Center West Arena – New, including HVAC, electrical, and plumbing, service water, construction, acceptance and occupancy to satisfy the performance requirements of the project's documents**; and

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

WHEREAS, CxP represents that it is qualified and desires to perform such services;

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

ARTICLE 1
SCOPE OF AGREEMENT

CxP agrees to perform professional services in connection with the Project as stated herein, and for having rendered such services, County agrees to pay to CxP 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 CxP 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 CxP; however, any and all such information shall remain the property of County and shall be returned, if County so instructs CxP.

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.
CxP warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for CxP, 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.
CxP must sign the Debarment Certification enclosed herewith as **Exhibit E**.

3.3 Financial Interest Prohibited.
CxP covenants and represents that CxP, 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, CxP shall review professional planning, design and engineering plans for the Project, which are acceptable to County, based on standard planning, landscape architecture, architectural and engineering practices and the scope of work described on the Exhibits attached to this Agreement. CxP shall also serve as County's professional commissioning provider in those phases of the Project to which this Agreement applies and will consult with and give advice to County during the performance of CxP's services.

4.2
CxP 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, CxP 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.
CxP shall not commence work until CxP 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.
CxP 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 CxP, County shall pay to CxP up to **Eight Thousand Three Hundred Thirty Dollars ($8,300.)** 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 CxP 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.
CxP 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 CxP without markup. Reimbursable Expenses are in addition to compensation for Basic and Additional Services and must not exceed **Eight Hundred Thirty Dollars ($ 830.)**.

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 CxP shall receive, under a negotiated, written Supplemental Agreement, Additional Services compensation based upon invoices of percentage completion.

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

It is expressly understood and agreed that CxP 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, CxP 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**, CxP 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 CxP 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 CxP of the responsibility of correcting any errors or omissions resulting from CxP's negligence.

Upon submittal of the initial invoice, CxP 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 CxP 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. CxP 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 CxP 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 CxP 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 CxP 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 Parks Department
Attn: Director of Parks
219 Perry Mayfield
Leander, Texas 78641

County shall have the right, from time to time, to change the County's Designated Representative by giving CxP 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 CxP 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.

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

Cleary Zimmermann Engineers, LLC.
Brian Keller, NEBB CP, Principal, Commissioning
1344 S. Flores, Suite 101
San Antonio, TX 78204

CxP shall have the right, from time to time, to change CxP'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 CxP under this Agreement, CxP'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 CxP's Designated Representative on behalf of CxP 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 CxP's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision, or determination hereunder by CxP's Designated Representative shall be binding on CxP. CxP's Designated Representative shall have the right to modify, amend, and execute Supplemental Agreements on behalf of CxP.

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 CxP at the following addresses. If mailed, any notice or communication shall be deemed to be received **three (3) days** after the date of deposit in the United States Mail. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

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

With copy to: Williamson County Parks Department
Attn: Director of Parks
219 Perry Mayfield
Leander, Texas 78641

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

CxP: Cleary Zimmermann Engineers, LLC.
1344 S. Flores, Suite 101
San Antonio, TX 78204

Attention: Brian Keller, NEBB CP
Principal, Commissioning

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

ARTICLE 11
PROGRESS EVALUATION

CxP 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. CxP 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 CxP, conferences shall be provided at CxP'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 CxP 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 CxP to determine corrective action required.

CxP 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 CxP 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**. CxP 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 CxP WORK PRODUCT

13.1 Review Process.
CxP'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 CxP and supporting documents (collectively referred to hereinabove and hereinafter as the "CxP Work Product(s)"), shall be submitted by CxP 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 CxP 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 CxP 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 CxP and County's technical review process will begin.

If the submission is not Complete, County will notify CxP, 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 CxP work product, which is not specifically called-out by CxP as a pending coordination item, the work product will be returned to CxP along with written email notification which may describe preliminary deficiencies discovered and may reference the terms of **Paragraph 13.1.3** of this Agreement. CxP 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 CxP indicating specific deficiencies for correction. County will also issue a notice for CxP to deduct **One Thousand Dollars ($ 1,000)** from the CxP 's Basic Fee on the next invoice for each occurrence until the Basic Services are Accepted.

13.1.4 Final Approval.
After Acceptance, CxP 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 CxP Work Product.

CxP shall make, without expense to County, such revisions to CxP Work Product as may be required to correct negligent errors or omissions so CxP Work Product meets the needs of County, but after the approval of CxP Work Product any revisions, additions, or other modifications made at County's request which involve extra services and expenses to CxP shall entitle CxP to additional compensation for such extra services and expenses; provided, however, CxP hereby agrees to perform any necessary corrections to CxP Work Products which are found to be in negligent error or omission as a result of CxP's development of CxP Work Product, at any time, without additional compensation. If it is necessary, due to such error or omission by CxP, to revise any CxP Work Product in order to make the Project constructible, CxP shall do so without additional compensation. In the event of any dispute over the classification of CxP's Work Products as Complete, Accepted, or Approved under this Agreement, the decision of County shall be final and binding on CxP, 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 CxP.
CxP’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 CxP 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 CxP’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 CxP **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**, CxP shall have the option of terminating this Agreement and, in the event, CxP 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 CxP 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 CxP shall be grounds for termination of this Agreement, and any increased costs arising from CxP’s default, breach of contract, or violation of contract terms shall be paid by CxP.

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 CxP, as a consequence of failure by CxP 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 CxP, upon not less than **thirty (30) days** written notice to CxP.

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 CxP. In determining the value of the Basic Services performed by CxP 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 CxP defaults in the performance of this Agreement or if County terminates this Agreement for fault on the part of CxP, then County shall give consideration to the actual costs incurred by CxP 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 CxP to fulfill its contractual obligations, then County may take over the Project and prosecute the Basic Services to completion. In such case, CxP shall be liable to County for any additional and reasonable costs incurred by County.

CxP shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by CxP 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 “CxP Work Products”) prepared by CxP 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 CxP’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 CxP.

By execution of this Agreement and in confirmation of the fee for services to be paid under this Agreement, CxP 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 CxP. CxP 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 CxP or anyone connected with CxP, including agents, employees, Engineers or subcontractors/ subconsultants. All documents so lost or damaged shall be replaced or restored by CxP without cost to County.

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

Prior to CxP providing to County any CxP Work Products in electronic form or County providing to CxP any electronic data for incorporation into CxP Work Products, County and CxP shall, by separate written agreement, set forth the specific conditions governing the format of such CxP Work Products or electronic data, including any special limitations not otherwise provided in this Agreement. Any electronic files are provided by CxP 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 CxP, the electronic copy shall prevail. Only printed copies of documents conveyed by CxP shall be relied upon.

CxP shall have no liability for changes made to the drawings by other consultants subsequent to the completion of the Project.

ARTICLE 18
PERSONNEL, EQUIPMENT, AND MATERIAL

CxP 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 CxP shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of CxP 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. CxP 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. CxP may not change the Project Manager without prior written consent of County.

ARTICLE 19
SUBCONTRACTING

CxP 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 CxP 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.
CxP 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 planning, landscape architecture, architecture and engineering professions, and in recognition of such standards, CxP 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. CxP shall furnish County with satisfactory proof of its compliance.

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

21.2 Taxes.
CxP 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

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

CXP 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 CXP'S FAILURE TO PAY CXP'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS AGREEMENT BY CXP.

CXP 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 CXP IN THE PERFORMANCE OF THIS AGREEMENT.

THE LIMITS OF INSURANCE REQUIRED IN THIS AGREEMENT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT CXP'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 CXP IS NOT LEGALLY LIABLE, CXP'S OBLIGATIONS SHALL BE IN PROPORTION TO CXP'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 CXP OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY OR INDIRECTLY EMPLOYED BY CXP, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS IN THE CONSTRUCTION DOCUMENTS OR IN THE ADMINISTRATION OF THIS AGREEMENT BY CXP OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY OR INDIRECTLY EMPLOYED BY CXP, 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 CXP AT COUNTY'S COST. CXP SHALL ALSO HOLD COUNTY HARMLESS AND INDEMNIFY COUNTY TO THE EXTENT THAT CXP, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH CXP 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 CXP, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH CXP EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

ARTICLE 23
PROFESSIONAL'S RESPONSIBILITIES

CxP 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 CxP's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of **Article 31**. CxP 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
NOT USED

ARTICLE 25
INSURANCE

CxP must comply with the following insurance requirements at all times during this Agreement:

25.1 Coverage Limits.
CxP, at CxP'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 $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate.

25.1.3
Business Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage of $1,000,000.00 each accident.

25.1.4
Professional Liability Insurance in the amount of $2,000,000.00 per claim and annual aggregate.

25.2 Additional Insureds; Waiver of Subrogation.
"Williamson 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 "Williamson 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.
CxP shall be responsible for payment of premiums for all insurance coverages required under this **Article 25**. CxP further agrees that for each claim, suit, or action made against insurance provided hereunder, with respect to all matters for which CxP is responsible hereunder, CxP shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over **$50,000** in CxP's insurance must be declared and approved in writing by County in advance.

25.4 Commencement of Work.
CxP 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, CxP 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 CxP 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.
Prior to the performance of any services, CxP shall furnish County with a Certificate of Insurance issued by the insurer evidencing the required coverages and terms under this article. The initial Certificate of Insurance is evidenced as **Exhibit F** herein entitled "Certificates of Insurance." As further set out below, CxP shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this Contract until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of CxP hereunder.

25.7 Certificate Holder.
The name of the Certificate Holder in the Certificate of Insurance issued by the insurer shall be as follows:

Williamson County, Texas
C/O: Williamson County Risk Management
301 SE Inner Loop
Georgetown, TX. 78626
Email: coi.submission@wilco.org

25.8 No Arbitration.
It is the intention of County and agreed to and hereby acknowledged by CxP, 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.

25.9 Subcontractor/ Subconsultant's Insurance.

Without limiting any of the other obligations or liabilities of CxP, CxP 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**.

CxP shall obtain and monitor the certificates of insurance from each subcontractor/ subconsultant in order to assure compliance with the insurance requirements. CxP 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.

25.10 Insurance Policy Endorsements.

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

25.10.1
County shall be notified **ten (10) 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, Texas
C/O: Williamson County Risk Management
301 SE Inner Loop
Georgetown, TX. 78626
Email: coi.submission@wilco.org

25.10.2
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.

25.11 Notices by CxP.

CxP shall not cause any insurance to be canceled nor permit any insurance to lapse. In addition to any other notification requirements set forth hereunder, CxP 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.

25.12 Cost of Insurance.

The cost of all insurance required herein to be secured and maintained by CxP shall be borne solely by CxP, 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. CxP 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
CxP'S ACCOUNTING RECORDS

CxP 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. CxP 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. CxP further agrees that County shall have access during normal working hours to all necessary CxP 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 CxP reasonable advance notice of intended audits.

ARTICLE 30
GENERAL PROVISIONS

30.1 Time is of the Essence.

CxP understands and agrees that time is of the essence and that any failure of CxP to complete the Basic Services within the agreed Production Schedule set out in **Exhibit C** may constitute a material breach of this Agreement. CxP shall be fully responsible for its delays or for failures to use its reasonable efforts in accordance with the terms of this Agreement and CxP's standard of performance as defined herein. Where damage is caused to County due to CxP's negligent failure

to perform, County may accordingly withhold, to the extent of such damage, CxP's payments hereunder without waiver of any of County's additional legal rights or remedies.

30.2 Force Majeure.

Neither County nor CxP 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 services performed or furnished by CxP and its employees under this Agreement will be the care and skill ordinarily used by members of CxP'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 reviews of opinions of probable Project cost or probable construction cost provided by CxP are made on the basis of information available to CxP and on the basis of CxP's experience and qualifications and represents its judgment as an experienced and qualified professional. However, since CxP 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, CxP does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost CxP 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 CxP 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 CxP), whether or not it results from, or involves, any action or failure to act by CxP or any employee or agent of CxP and which arises in any manner from the performance of this Agreement, CxP 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. CxP shall also immediately send to County a copy of any summons, subpoena, notice, or other documents served upon CxP, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from CxP'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. CxP 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 CxP 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 CxP.

ARTICLE 31
DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and CxP 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 CxP release any material or information developed in the performance of its services hereunder without the express written permission of County.

ARTICLE 35
CxP's REPRESENTATIONS

CxP 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. CxP 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

CxP hereby acknowledges the services to be performed hereunder pertain to a secured correctional facility (Williamson County Jail) and that CxP must ensure that information relating all areas of the Williamson County Jail must not be disclosed to third parties. CxP expressly agrees that its employees, agents, or any other person or entity under contract with CxP including, without limitation, CxP's subconsultants, or any other entity over which CxP 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. CxP 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 CxP including, without limitation, CxP's subconsultants, or any other entity over which CxP exercises control who need access to information regarding the Williamson County Jail to carry out their obligations under this Agreement. CxP agrees that CxP and its employees, agents, any other person or entity under contract with CxP including, without limitation, CxP's subconsultants, or any other entity over which CxP 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. CxP agrees that all of its employees, agents, any other person or entity under contract with CxP including, without limitation, CxP's subconsultants, or any other entity over which CxP 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 CxP 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.

CxP:
Cleary Zimmermann Engineers, LLC.

By: _____
Signature

Brian Keller
Printed Name

Principal
Title

Date Signed: 6/18/2025

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, CxP shall perform the following Basic Services, based on standard commissioning practices:

These services may include, but are not limited to developing commissioning plans, reviewing design documents, inspecting and testing systems, verifying performance, training staff, and documenting results as agreed to by County and CxP.

GENERAL REQUIREMENTS

Design Criteria. CxP shall prepare all work in accordance with the latest version of applicable County's procedures, specifications, manuals, guidelines, standard drawings, and standard specifications.

Right-of-Entry and Coordination. CxP 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, CxP shall not commit acts which would result in damages to private property, and CxP shall make every effort to comply with the wishes and address the concerns of affected private property owners. CxP shall contact each property owner prior to any entry onto the owner's property and shall request concurrence from County prior to each entry.

CxP shall notify County and coordinate on all controls at project interfaces.

CxP shall review 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. CxP shall notify County in writing prior to beginning any services on any outside agency's exhibit.

Progress Reporting. CxP shall submit monthly (at a minimum) a progress status e-mail to County Architect Office (CxA) regardless of whether CxP is invoicing for that month.

CxP shall review the design and estimated construction schedule and provide findings in a format reasonably acceptable to County during project phases prior to the Construction Administration Phase. CxP 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, CxP shall review all electronic

closeout files provided by Contractor and A/E in formats reasonably acceptable to County. Within **three hundred (300) days** of completion of construction of the project, CxP shall provide a list of problems or concerns, suggested improvements, and ongoing commissioning plan in formats reasonably acceptable to County.

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

CxP 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. CxP shall coordinate issues through County's AO. County will communicate, in writing, resolution of issues and provide CxP direction through County's AO.

Level of Effort. CxP 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). CxP shall provide peer review at all levels. For each deliverable, CxP shall maintain evidence of CxP'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 CxP fail to provide the evidence of internal mark-ups. CxP shall clearly label each document submitted for quality assurance as an internal mark-up document.

CxP 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 CxP.

A submittal returned to CxP 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. CxP shall provide an updated schedule showing interim submission date changes to make-up for any lost time. CxP shall not submit an invoice until County accepts the submittal as reasonably complete.

Naming of Electronic Project Files and Organization of Design Project Folders. CxP shall use succinct and understandable file names including project name, document content, and date created (i.e. "*Project_DOCUMENT_yyyy.mm.dd*"). CxP 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 Exposition Center – West Arena New
5150 Bill Pickett Trail, Taylor, TX 76574
Parks Department
P#635

The scope of work includes the following systems that will be commissioned:

- HVAC
  - equipment, ductwork, and piping
  - DDC Controls

- Electrical
  - Interior lighting and control system
  - Exterior lighting and control system

- Plumbing, Service Water
  - Hot water generation

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 III - CONSTRUCTION PHASE COMMISSIONING

Upon County acceptance of previous phase, CxP shall proceed with the following:

A. Review submittals with County, including site observations and witnessing installation of critical systems.

B. Develop checklists for equipment and functional testing requirements based on approved submittals.

C. Review RFI and change order logs and submittals. Report deficiencies to County.

D. 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 design phases.

E. Verify pre-functional checklists are completed to identify potential issues or discrepancies.

F. Provide deliverables in accordance with County's Commissioning Guide.

EXHIBIT B

FEE SCHEDULE

This schedule indicates fees by Phase of the Basic Fee:		**$**	**8,330**	100%
-	**Cleary Zimmermann Engineers, LLC**	**$**	**-**	
0%	**N/A**	**$**	**-**	
Phase III - CONSTRUCTION PHASE COMMISSIONING		**$**	**8,330**	100%
	Cleary Zimmermann Engineers, LLC	$	8,330	
	N/A	$	-	

EXHIBIT C

PRODUCTION SCHEDULE

A/E agrees to complete the professional design services called for in **Exhibit A** of this Agreement within Forty-Three **(43) 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 seven (7) calendar days.

Agreement Execution Date	**07/01/25**

Phase III - CONSTRUCTION PHASE COMMISSIONING

Start of submittal reviews	07/08/25
Verify pre-functional checkslists are completed	08/07/25
County written authorization to proceed to next phase	08/14/25

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.

Cleary Zimmermann Engineers, LLC.

Signature of Certifying Official

Brian Keller
Printed Name of Certifying Official

Principal
Title of Certifying Official

6/18/2025
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 Brian Keller (Signatory Name) the Principal (Signatory Title) of Cleary Zimmermann Engineers (Entity Name), on behalf of said firm.

JENNIFER D SALDANA
Notary ID #131437480
My Commission Expires
February 5, 2026

Notary Public in and for the
State of Texas

My commission expires: February 5, 2026

EXHIBIT F

CERTIFICATES OF INSURANCE

CxP and Subconsultant Certificates of Insurance attached:

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1323120

Date Filed:
06/11/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Cleary Zimmermann Engineers
San Antonio, TX United States

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

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

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Cleary, Wade	San Antonio, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

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

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

Executed in Bexar County, State of Texas, on the 11th day of June (month), 2025 (year).

Wade Cleary
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:
2025-1323120

Date Filed:
06/11/2025

Date Acknowledged:
06/23/2025

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

Cleary Zimmermann Engineers
San Antonio, TX United States

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

Williamson County

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

Williamson County Expo Center
Commissioning Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Cleary, Wade	San Antonio, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

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

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

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

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

Commissioners Court - Regular Session **31.**

Meeting Date: 07/01/2025

Approval of Agreement for Commissioning Services with DBR Engineering Consultants, Inc. utilizing 25RFSQ7 - MEPFC pool 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 on awarding RFSQ #25RFSQ7 to DBR Engineering Consultants, Inc. for Williamson County Berry Springs Park Addition Commissioning Services in the not-to-exceed amount of Sixteen Thousand Five Hundred Fifty Dollars ($16,550.00) and authorize execution of the agreement, the funding source is P559.

Background

DBR Engineering Consultants, Inc. is recommended for award through the 25RFSQ7 – MEPFC pool, which established a pre-qualified consultant pool to be contracted on an as-needed basis on Pool CC 1/7/25 Agenda Item #32.DBR Engineering Consultants, Inc.is recommended for this project following a project specific evaluation of firms from the 25RFSQ7 pool. DBR Engineering Consultants, Inc, received the highest score for this project. This Agreement for Commissioning Services between Williamson County and DBR Engineering Consultants Inc. is to provide Commissioning Services for the Williamson County Berry Springs Park additions, including MEP and enclosure systems, construction, acceptance and occupancy to satisfy the performance requirements of the project's documents. Location of work: Berry Springs Park (P559), 181 Co Rd. 152, Georgetown, TX 78626. Contract Audit and General Counsel reviewed. A detailed scope of work is attached. The funding source is P559, and the point of contact is Christy Matoska.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Commissioning Services Agreement

1295 DBR Engineering Consultants, Inc. Complete

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	06/26/2025 06:58 AM
County Judge Exec Asst.	Andrea Schiele	06/26/2025 09:49 AM
Form Started By: Michelle McKinney		Started On: 06/20/2025 04:00 PM
Final Approval Date: 06/26/2025		

AGREEMENT FOR COMMISSIONING SERVICES

PROJECT: **Berry Springs Park Improvements** ("Project")

COMMISSIONING PROVIDER: **DBR Engineering Consultants, Inc.** ("CxP")
Tim Kilby, Director of Commissioning
2500 S Highway 183, Suite 500
Austin, TX 78744

COUNTY'S DESIGNATED REPRESENTATIVE: **Williamson County Parks Department**
Director of Parks
219 Perry Mayfield
Georgetown, Texas 78626

THIS AGREEMENT FOR COMMISSIONING 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 CxP.

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 commissioning providers; and

WHEREAS, County intends to **have Commissioning provider evaluate the performance, design and operation of the Williamson County Berry Springs Park additions, including MEP and enclosure systems, construction, acceptance and occupancy to satisfy the performance requirements of the project's documents** ; and

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

WHEREAS, CxP represents that it is qualified and desires to perform such services;

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

ARTICLE 1
SCOPE OF AGREEMENT

CxP agrees to perform professional services in connection with the Project as stated herein, and for having rendered such services, County agrees to pay to CxP 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 CxP 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 CxP; however, any and all such information shall remain the property of County and shall be returned, if County so instructs CxP.

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.
CxP warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for CxP, 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.
CxP must sign the Debarment Certification enclosed herewith as **Exhibit E**.

3.3 Financial Interest Prohibited.
CxP covenants and represents that CxP, 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, CxP shall review professional planning, design and engineering plans for the Project, which are acceptable to County, based on standard planning, landscape architecture, architectural and engineering practices and the scope of work described on the Exhibits attached to this Agreement. CxP shall also serve as County's professional commissioning provider in those phases of the Project to which this Agreement applies and will consult with and give advice to County during the performance of CxP's services.

4.2
CxP 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, CxP 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.
CxP shall not commence work until CxP 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.
CxP 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 CxP, County shall pay to CxP up to **Sixteen Thousand Five Hundred Fifty Dollars ($16,550.)** 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 CxP 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.
CxP 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 CxP without markup. Reimbursable Expenses are in addition to compensation for Basic and Additional Services and must not exceed **One Hundred Sixty-Five Dollars ($ 165.)**.

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 CxP shall receive, under a negotiated, written Supplemental Agreement, Additional Services compensation based upon invoices of percentage completion.

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

It is expressly understood and agreed that CxP 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, CxP 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**, CxP 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 CxP 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 CxP of the responsibility of correcting any errors or omissions resulting from CxP's negligence.

Upon submittal of the initial invoice, CxP 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 CxP 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. CxP 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 CxP 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 CxP 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 CxP 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 Parks Department
Attn: Director of Parks
219 Perry Mayfield
Leander, Texas 78641

County shall have the right, from time to time, to change the County's Designated Representative by giving CxP 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 CxP 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.

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

DBR Engineering Consultants, Inc.
Tim Kilby, Director of Commissioning
2500 S Highway 183, Suite 500
Austin, TX 78744

CxP shall have the right, from time to time, to change CxP'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 CxP under this Agreement, CxP'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 CxP's Designated Representative on behalf of CxP 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 CxP's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision, or determination hereunder by CxP's Designated Representative shall be binding on CxP. CxP's Designated Representative shall have the right to modify, amend, and execute Supplemental Agreements on behalf of CxP.

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 CxP at the following addresses. If mailed, any notice or communication shall be deemed to be received **three (3) days** after the date of deposit in the United States Mail. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

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

With copy to: Williamson County Parks Department
Attn: Director of Parks
219 Perry Mayfield
Leander, Texas 78641

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

CxP: DBR Engineering Consultants, Inc.
2500 S Highway 183, Suite 500
Austin, TX 78744

Attention: Tim Kilby
Director of Commissioning

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

ARTICLE 11
PROGRESS EVALUATION

CxP 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. CxP 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 CxP, conferences shall be provided at CxP'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 CxP 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 CxP to determine corrective action required.

CxP 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 CxP 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**. CxP 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 CxP WORK PRODUCT

13.1 Review Process.
CxP'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 CxP and supporting documents (collectively referred to hereinabove and hereinafter as the "CxP Work Product(s)"), shall be submitted by CxP 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 CxP 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 CxP 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 CxP and County's technical review process will begin.

If the submission is not Complete, County will notify CxP, 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 CxP work product, which is not specifically called-out by CxP as a pending coordination item, the work product will be returned to CxP along with written email notification which may describe preliminary deficiencies discovered and may reference the terms of **Paragraph 13.1.3** of this Agreement. CxP 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 CxP indicating specific deficiencies for correction. County will also issue a notice for CxP to deduct **One Thousand Dollars ($ 1,000)** from the CxP 's Basic Fee on the next invoice for each occurrence until the Basic Services are Accepted.

13.1.4 Final Approval.
After Acceptance, CxP 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 CxP Work Product.

CxP shall make, without expense to County, such revisions to CxP Work Product as may be required to correct negligent errors or omissions so CxP Work Product meets the needs of County, but after the approval of CxP Work Product any revisions, additions, or other modifications made at County's request which involve extra services and expenses to CxP shall entitle CxP to additional compensation for such extra services and expenses; provided, however, CxP hereby agrees to perform any necessary corrections to CxP Work Products which are found to be in negligent error or omission as a result of CxP's development of CxP Work Product, at any time, without additional compensation. If it is necessary, due to such error or omission by CxP, to revise any CxP Work Product in order to make the Project constructible, CxP shall do so without additional compensation. In the event of any dispute over the classification of CxP's Work Products as Complete, Accepted, or Approved under this Agreement, the decision of County shall be final and binding on CxP, 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 CxP.
CxP’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 CxP 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 CxP’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 CxP **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**, CxP shall have the option of terminating this Agreement and, in the event, CxP 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 CxP 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 CxP shall be grounds for termination of this Agreement, and any increased costs arising from CxP’s default, breach of contract, or violation of contract terms shall be paid by CxP.

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 CxP, as a consequence of failure by CxP 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 CxP, upon not less than **thirty (30) days** written notice to CxP.

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 CxP. In determining the value of the Basic Services performed by CxP 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 CxP defaults in the performance of this Agreement or if County terminates this Agreement for fault on the part of CxP, then County shall give consideration to the actual costs incurred by CxP 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 CxP to fulfill its contractual obligations, then County may take over the Project and prosecute the Basic Services to completion. In such case, CxP shall be liable to County for any additional and reasonable costs incurred by County.

CxP shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by CxP 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 “CxP Work Products”) prepared by CxP 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 CxP’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 CxP.

By execution of this Agreement and in confirmation of the fee for services to be paid under this Agreement, CxP 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 CxP. CxP 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 CxP or anyone connected with CxP, including agents, employees, Engineers or subcontractors/ subconsultants. All documents so lost or damaged shall be replaced or restored by CxP without cost to County.

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

Prior to CxP providing to County any CxP Work Products in electronic form or County providing to CxP any electronic data for incorporation into CxP Work Products, County and CxP shall, by separate written agreement, set forth the specific conditions governing the format of such CxP Work Products or electronic data, including any special limitations not otherwise provided in this Agreement. Any electronic files are provided by CxP 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 CxP, the electronic copy shall prevail. Only printed copies of documents conveyed by CxP shall be relied upon.

CxP shall have no liability for changes made to the drawings by other consultants subsequent to the completion of the Project.

ARTICLE 18
PERSONNEL, EQUIPMENT, AND MATERIAL

CxP 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 CxP shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of CxP 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. CxP 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. CxP may not change the Project Manager without prior written consent of County.

ARTICLE 19
SUBCONTRACTING

CxP 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 CxP 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.
CxP 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 planning, landscape architecture, architecture and engineering professions, and in recognition of such standards, CxP 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. CxP shall furnish County with satisfactory proof of its compliance.

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

21.2 Taxes.
CxP 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

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

CXP 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 CXP'S FAILURE TO PAY CXP'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS AGREEMENT BY CXP.

CXP 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 CXP IN THE PERFORMANCE OF THIS AGREEMENT.

THE LIMITS OF INSURANCE REQUIRED IN THIS AGREEMENT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT CXP'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 CXP IS NOT LEGALLY LIABLE, CXP'S OBLIGATIONS SHALL BE IN PROPORTION TO CXP'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 CXP OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY OR INDIRECTLY EMPLOYED BY CXP, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS IN THE CONSTRUCTION DOCUMENTS OR IN THE ADMINISTRATION OF THIS AGREEMENT BY CXP OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY OR INDIRECTLY EMPLOYED BY CXP, 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 CXP AT COUNTY'S COST. CXP SHALL ALSO HOLD COUNTY HARMLESS AND INDEMNIFY COUNTY TO THE EXTENT THAT CXP, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH CXP 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 CXP, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH CXP EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

ARTICLE 23
PROFESSIONAL'S RESPONSIBILITIES

CxP 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 CxP's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of **Article 31**. CxP 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
NOT USED

ARTICLE 25
INSURANCE

CxP must comply with the following insurance requirements at all times during this Agreement:

25.1 Coverage Limits.
CxP, at CxP'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 $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate.

25.1.3
Business Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage of $1,000,000.00 each accident.

25.1.4
Professional Liability Insurance in the amount of $2,000,000.00 per claim and annual aggregate.

25.2 Additional Insureds; Waiver of Subrogation.
"Williamson 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 "Williamson 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.
CxP shall be responsible for payment of premiums for all insurance coverages required under this **Article 25**. CxP further agrees that for each claim, suit, or action made against insurance provided hereunder, with respect to all matters for which CxP is responsible hereunder, CxP shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over **$50,000** in CxP's insurance must be declared and approved in writing by County in advance.

25.4 Commencement of Work.
CxP 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, CxP 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 CxP 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.
Prior to the performance of any services, CxP shall furnish County with a Certificate of Insurance issued by the insurer evidencing the required coverages and terms under this article. The initial Certificate of Insurance is evidenced as **Exhibit F** herein entitled "Certificates of Insurance." As further set out below, CxP shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this Contract until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of CxP hereunder.

25.7 Certificate Holder.
The name of the Certificate Holder in the Certificate of Insurance issued by the insurer shall be as follows:

Williamson County, Texas
C/O: Williamson County Risk Management
301 SE Inner Loop
Georgetown, TX. 78626
Email: coi.submission@wilco.org

25.8 No Arbitration.
It is the intention of County and agreed to and hereby acknowledged by CxP, 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.

25.9 Subcontractor/ Subconsultant's Insurance.

Without limiting any of the other obligations or liabilities of CxP, CxP 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**.

CxP shall obtain and monitor the certificates of insurance from each subcontractor/ subconsultant in order to assure compliance with the insurance requirements. CxP 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.

25.10 Insurance Policy Endorsements.

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

25.10.1
County shall be notified **ten (10) 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, Texas
C/O: Williamson County Risk Management
301 SE Inner Loop
Georgetown, TX. 78626
Email: coi.submission@wilco.org

25.10.2
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.

25.11 Notices by CxP.

CxP shall not cause any insurance to be canceled nor permit any insurance to lapse. In addition to any other notification requirements set forth hereunder, CxP 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.

25.12 Cost of Insurance.

The cost of all insurance required herein to be secured and maintained by CxP shall be borne solely by CxP, 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. CxP 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
CxP'S ACCOUNTING RECORDS

CxP 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. CxP 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. CxP further agrees that County shall have access during normal working hours to all necessary CxP 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 CxP reasonable advance notice of intended audits.

ARTICLE 30
GENERAL PROVISIONS

30.1 Time is of the Essence.

CxP understands and agrees that time is of the essence and that any failure of CxP to complete the Basic Services within the agreed Production Schedule set out in **Exhibit C** may constitute a material breach of this Agreement. CxP shall be fully responsible for its delays or for failures to use its reasonable efforts in accordance with the terms of this Agreement and CxP's standard of performance as defined herein. Where damage is caused to County due to CxP's negligent failure

to perform, County may accordingly withhold, to the extent of such damage, CxP's payments hereunder without waiver of any of County's additional legal rights or remedies.

30.2 Force Majeure.

Neither County nor CxP 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 services performed or furnished by CxP and its employees under this Agreement will be the care and skill ordinarily used by members of CxP'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 reviews of opinions of probable Project cost or probable construction cost provided by CxP are made on the basis of information available to CxP and on the basis of CxP's experience and qualifications and represents its judgment as an experienced and qualified professional. However, since CxP 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, CxP does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost CxP 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 CxP 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 CxP), whether or not it results from, or involves, any action or failure to act by CxP or any employee or agent of CxP and which arises in any manner from the performance of this Agreement, CxP 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. CxP shall also immediately send to County a copy of any summons, subpoena, notice, or other documents served upon CxP, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from CxP'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. CxP 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 CxP 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 CxP.

ARTICLE 31
DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and CxP 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 CxP release any material or information developed in the performance of its services hereunder without the express written permission of County.

ARTICLE 35
CxP's REPRESENTATIONS

CxP 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. CxP 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

CxP hereby acknowledges the services to be performed hereunder pertain to a secured correctional facility (Williamson County Jail) and that CxP must ensure that information relating all areas of the Williamson County Jail must not be disclosed to third parties. CxP expressly agrees that its employees, agents, or any other person or entity under contract with CxP including, without limitation, CxP's subconsultants, or any other entity over which CxP 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. CxP 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 CxP including, without limitation, CxP's subconsultants, or any other entity over which CxP exercises control who need access to information regarding the Williamson County Jail to carry out their obligations under this Agreement. CxP agrees that CxP and its employees, agents, any other person or entity under contract with CxP including, without limitation, CxP's subconsultants, or any other entity over which CxP 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. CxP agrees that all of its employees, agents, any other person or entity under contract with CxP including, without limitation, CxP's subconsultants, or any other entity over which CxP 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 CxP 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.

CxP:
DBR Engineering Consultants, Inc.

By: _____
Signature

TIM KILBY
Printed Name

DIRECTOR OF COMMISSIONING
Title

Date Signed: 6/15/25

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, CxP shall perform the following Basic Services, based on standard commissioning practices:

These services may include, but are not limited to developing commissioning plans, reviewing design documents, inspecting and testing systems, verifying performance, training staff, and documenting results as agreed to by County and CxP.

GENERAL REQUIREMENTS

Design Criteria. CxP shall prepare all work in accordance with the latest version of applicable County's procedures, specifications, manuals, guidelines, standard drawings, and standard specifications.

Right-of-Entry and Coordination. CxP 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, CxP shall not commit acts which would result in damages to private property, and CxP shall make every effort to comply with the wishes and address the concerns of affected private property owners. CxP shall contact each property owner prior to any entry onto the owner's property and shall request concurrence from County prior to each entry.

CxP shall notify County and coordinate on all controls at project interfaces.

CxP shall review 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. CxP shall notify County in writing prior to beginning any services on any outside agency's exhibit.

Progress Reporting. CxP shall submit monthly (at a minimum) a progress status e-mail to County Architect Office (CxA) regardless of whether CxP is invoicing for that month.

CxP shall review the design and estimated construction schedule and provide findings in a format reasonably acceptable to County during project phases prior to the Construction Administration Phase. CxP 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, CxP shall review all electronic

closeout files provided by Contractor and A/E in formats reasonably acceptable to County. Within **three hundred (300) days** of completion of construction of the project, CxP shall provide a list of problems or concerns, suggested improvements, and ongoing commissioning plan in formats reasonably acceptable to County.

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

CxP 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. CxP shall coordinate issues through County's AO. County will communicate, in writing, resolution of issues and provide CxP direction through County's AO.

Level of Effort. CxP 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). CxP shall provide peer review at all levels. For each deliverable, CxP shall maintain evidence of CxP'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 CxP fail to provide the evidence of internal mark-ups. CxP shall clearly label each document submitted for quality assurance as an internal mark-up document.

CxP 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 CxP.

A submittal returned to CxP 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. CxP shall provide an updated schedule showing interim submission date changes to make-up for any lost time. CxP shall not submit an invoice until County accepts the submittal as reasonably complete.

Naming of Electronic Project Files and Organization of Design Project Folders. CxP shall use succinct and understandable file names including project name, document content, and date created (i.e. "*Project_DOCUMENT_yyyy.mm.dd*"). CxP 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:

Berry Springs Park Improvements
1801 Co Rd 152, Georgetown, TX 78626
Parks Department
P#559

CxP will provide building commissioning services, which includes functionality testing of the equipment and documenting the conditions and resolutions of deficiencies for a new complex of three (3) structures located in Berry Springs Park. The structures are approximately1,500 sf visitors center, approximately 2,000 sf maintenance building and an open-air group pavilion. CxP will also be testing the site lighting for the parking lot and monument sign.

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 - PROJECT REQUIREMENTS

Upon receipt of written Notice to Proceed, CxP shall accomplish the following:

A. Investigate site/facility and verify known or existing conditions.

B. Clearly define County's project requirements and objectives, including energy efficiency, indoor air quality, and occupant comfort.

C. Develop and provide a comprehensive commissioning plan outlining the procedures, timelines, and responsibilities for each phase of the process.

D. 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.

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

F. Provide reports in accordance with County's Commissioning Guide.

Phase II - DESIGN PHASE COMMISSIONING

Upon County acceptance of previous phase, CxP shall proceed with the following:

A. Develop checklists for equipment and functional testing requirements.

B. Review project requirements and preliminary design documents, including modification of specifications regarding commissioning.

C. Review 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.

D. Review design documents at 30%, 60%, and 90%. Verify that the construction meets the design specifications and the commissioning plan.

E. Review complete plans, specifications and engineering calculations setting forth in detail the work required for the architectural, structural, civil, mechanical, plumbing, electrical, landscaping and irrigation, and site work.

F. Provide deliverables in accordance with County's Commissioning Gude.

Phase III - CONSTRUCTION PHASE COMMISSIONING

Upon County acceptance of previous phase, CxP shall proceed with the following:

A. Review submittals with County, including site observations and witnessing installation of critical systems.

B. Review RFI and change order logs and submittals. Report deficiencies to County.

C. 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 design phases.

D. Verify pre-functional checklists are completed to identify potential issues or discrepancies.

E. Provide deliverables in accordance with County's Commissioning Guide.

Phase IV – STARTUP AND TESTING

Upon County acceptance of previous phase, CxP shall proceed with the following:

A. Perform functional tests to ensure system operating as designed, including test and balance verification. Static inspection (field verification) of components and systems

B. Collaborate with County, design team and contractor to address any systems not performing as designed.

C. Provide deliverables in accordance with County's Commissioning Guide.

Phase V – ACCEPTANCE

Upon County acceptance of previous phase, CxP shall proceed with the following:

A. Review with County initial functional performance testing, integrated functional performance testing (performance verification), deficiency resolution tracking. Review as-built drawings for completeness.

B. Prepare comprehensive report documenting the entire processing, including test results, findings, and recommendations.

C. Maintain thorough documentation throughout the process, including checklists, reports, and training materials.

D. Review O&M manuals and systems manuals

E. Deliver commissioning report

F. Review warranties and plan for seasonal testing:

a. Review outstanding issues

b. Review building optimization needs

c. Determine required deferred testing

d. Develop lessons learned presentation/ report

G. 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.

H. Provide deliverables in accordance with County's Commissioning Guide.

Phase VI – OCCUPANCY PHASE

Upon County acceptance of previous phase, CxP shall perform the following services:

A. Collaborate with County, design team and contractor to ensure the equipment, material, and workmanship meets the specifications and that all supplier and manufacturer warranties remain in force.

B. 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.

C. Provide deliverables in accordance with County's Commissioning Guide.

Phase VII – ONGOING COMMISSIONING

Upon County acceptance of previous phase, CxP shall perform the following services:

A. Accompany County on Warranty Inspection to determine if project is meeting County's original County's Performance Requirements (OPR).

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

C. After determining that the general requirements of the OPR have been met, provide final report.

D. Provide deliverables in accordance with County's Commissioning Guide.

EXHIBIT B

FEE SCHEDULE

	This schedule indicates fees by Phase of the Basic Fee:	**$**	**16,550**	100%
79%	**DBR Engineering Consultants, Inc.**	**$**	**13,143**	
21%	**N/A**	**$**	**3,407**	
	Phase III - CONSTRUCTION PHASE COMMISSIONING	**$**	**5,316**	32%
	DBR Engineering Consultants, Inc.	$	5,316	
	N/A	$	-	
	Phase IV - STARTUP AND TESTING	**$**	**4,955**	30%
	DBR Engineering Consultants, Inc.	$	4,955	
	N/A	$	-	
	Phase V - ACCEPTANCE	**$**	**2,872**	17%
	DBR Engineering Consultants, Inc.	$	2,872	
	N/A	$	-	
	Phase VI - WARRANTY PHASE	**$**	**3,407**	0%
	DBR Engineering Consultants, Inc.	$	3,407	
	N/A			

EXHIBIT C

PRODUCTION SCHEDULE

A/E agrees to complete the professional design services called for in **Exhibit A** of this Agreement within Six Hundred Seventy-Five **(675) 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 seven (7) calendar days.

Agreement Execution Date	**06/24/25**

Phase III - CONSTRUCTION PHASE COMMISSIONING

Start of submittal reviews	11/13/25
Verify pre-functional checkslists are completed	11/27/25
County written authorization to proceed to next phase	12/04/25

Phase IV -STARTUP, TESTING and ACCEPTANCE

Perform functional testing, including test and balance verification	12/19/25
Review the completed Testing Reports	01/13/26
County written authorization to proceed to next phase	01/20/26

Phase V - ACCEPTANCE

Review performance testing and as-built drawings	01/26/26
Review O&M manuals and system manuals	02/02/26
Provide comprehensive report	02/24/26
Conduct Substantial Completion inspection	03/10/26
Conduct Final Completion inspection	03/30/26

Phase VI - WARRANTY PHASE

Review documents for conformance to the OPR.	04/20/26

Complete opposite season testing events.	04/30/26
Conduct One-year Warranty inspection.	04/20/27

Update the Final Cx Report to incorporate findings/activities

All services shall be complete on, or before:	**04/30/27**

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.

DBR Engineering Consultants, Inc.

Signature of Certifying Official

Tim Kilby
Printed Name of Certifying Official

Director of Commissioning
Title of Certifying Official

6/16/25
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 _____ (Signatory Name) the Director of Commissioning (Signatory Title) of DBR (Entity Name), on behalf of said firm.

JOANNE CHAN
Notary ID #134343192
My Commission Expires
May 4, 2027

Notary Public in and for the
State of Texas

My commission expires: MAY 4, 2027

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:
2025-1324797

Date Filed:
06/16/2025

Date Acknowledged:

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

DBR Engineering Consultants
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 Parks Department

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

P559-BSP
Building commissioning

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 Tim Kilby, and my date of birth is [redacted].

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

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

Executed in Harris County, State of Texas, on the 20th day of June (month), 20 25 (year).

Tim Kilby

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:
2025-1324797

Date Filed:
06/16/2025

Date Acknowledged:
06/20/2025

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

DBR Engineering Consultants
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 Parks Department

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

P559-BSP
Building commissioning

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 **32.**

Meeting Date: 07/01/2025

Approval of the Agreement for Construction Services No. 2025283 with Workplace Solutions, Inc. for the Central Maintenance Facility (CMF) demountable wall 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 on approving the Construction Service Agreement No. 2025283 between Williamson County and Workplace Solutions, Inc. for the Central Maintenance Facility (CMF) demountable wall in the not-to-exceed amount of Thirteen Thousand One Hundred Nine Dollars and Eighty Cents ($13,109.80) and authorize execution of the agreement.

Background

This Agreement for Construction Services between Williamson County and Workplace Solutions, Inc for the Construction of Central Maintenance Facility (CMF) demountable wall located at 3151 SE Inner Loop, Georgetown, TX 78626. Contract Audit and General Counsel reviewed. A detailed Scope of Work is attached. The funding source is Road & Bridge 01.0200.0210.003005, and the point of contact is Christy Matoska.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Construction Service Agreement

Form 1295 Workplace Solutions, Inc. Complete

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	06/26/2025 07:13 AM
County Judge Exec Asst.	Andrea Schiele	06/26/2025 09:54 AM
Form Started By: Michelle McKinney		Started On: 06/23/2025 02:32 PM
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Agreement for Construction Services

This Agreement ("Agreement") between Williamson County, Texas, a political subdivision of the State of Texas ("Owner") and Workplace Solutions, Inc. ("Contractor") is entered into in accordance with the following terms and conditions:

ARTICLE 1 SCOPE OF WORK: The Owner desires to retain Contractor for the construction of Central Maintenance Facility (CMF) demountable wall (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 One Hundred Nine Dollars and Eighty Cents ($13,109.80)** 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, completed operations	$1,000,000

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	Workplace Solutions, Inc.
By: _____	By: Lesle Hinds
Printed Name: _____	Printed Name: Lesle Hinds
Title: _____	Title: Controller
Date: _____	Date: 06/19/2025

Exhibit "A"

Plans and Specifications

Location of Work: Williamson County Central Maintenance Facility (CMF), 3151 SE Inner Loop, Georgetown, TX 78626

Scope of Work:

Contractor to provide the following for Owner – to be installed at the above address:
1-20 OFFICE $8,569.80
Altos 8'-11"H Demountable Wall System

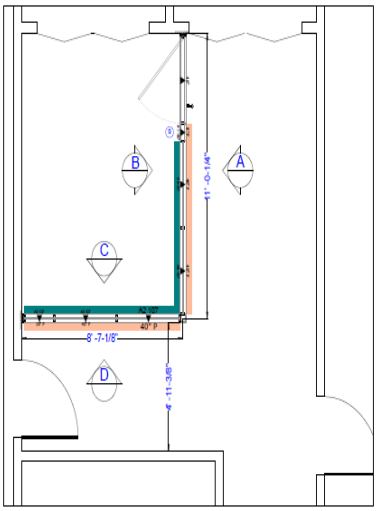
- D2 Door Type: D2 Glass Pivot Door w. ADA Kickplate
- D2 Door Material: G 6mm Clear Tempered Glass
- Hardware: CR Cal Royal ICSL00
- Door Closers: N No Closer with Hold Open
- Door Stops: Y Teknion Std Door Stop
- Drop Seals: Y Adjustable Drop Seal
- Exterior Laminate: G2 Campus Oak
- Interior Laminate: G2 Greystone
- Fabric Wrapped: G2 Rationale Minds Eye
- Markerboard: NA None
- Glass at Clerestory: CG 6mm Clear Glass Modules
- Finish: STD Anthracite
- Power: Y None

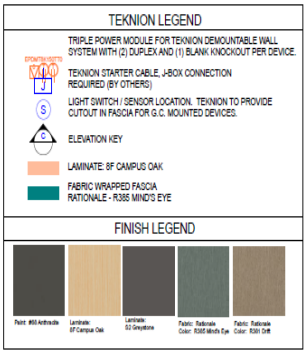
2-1 HARDWARE $200.00
Specialty Hardware; Qty 1
Sub-total for: TEKNION $8,769.80

WPS Service
3-1 Freight: Shipping Fees/After Hours Off Load - $666.67

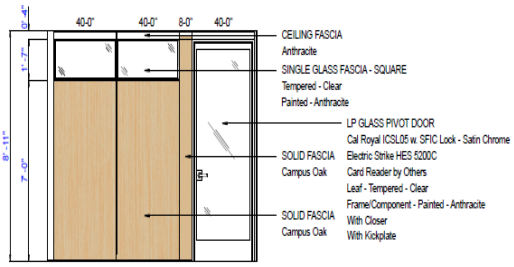
4-1 Installation: Receive, deliver & install demountable walls during normal business hours (20) lf. - $3,673.33
Sub- total for: WPS Service $4,340.00

Grand Total: $13,109.80

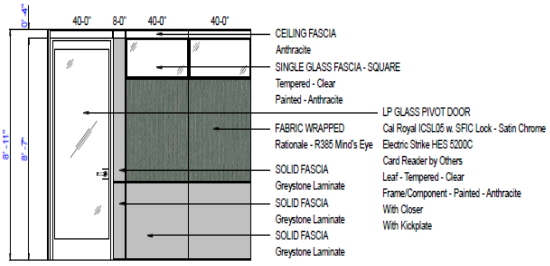




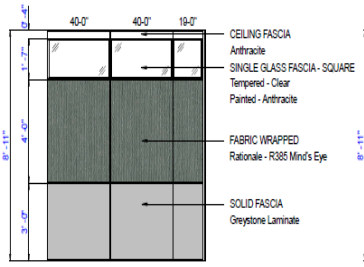
NOTE: CEILING TO BE FREE AND CLEAR OF ALL LIGHTING, HVAC & SPRINKLERS



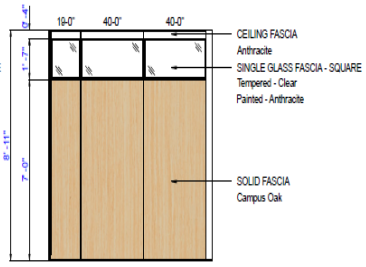
Elevation A



Elevation B



Elevation C



Elevation D

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:
2025-1326866

Date Filed:
06/19/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Workplace Solutions, Inc.
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.
CMF.1026
Central Maintenance Facility (CMF) demountable wall

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
WORKPLACE SOLUTIONS, INC	DALLAS, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

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

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

Executed in Dallas County, State of Texas, on the 19th day of June (month), 2025 (year).

Lesle Hinds

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:
2025-1326866

Date Filed:
06/19/2025

Date Acknowledged:
06/23/2025

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

Workplace Solutions, Inc.
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.

CMF.1026
Central Maintenance Facility (CMF) demountable wall

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
WORKPLACE SOLUTIONS, INC	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 **33.**

Meeting Date: 07/01/2025

CR 123 - Doucet - SWA#2 to WA#1

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on Supplemental No. 2 to Work Authorization No. 1 to the CR 123 at Brushy Creek contract executed July 3, 2024, between Williamson County and Doucet & Associates, Inc., relating to the 2023 Road Bond Program. Project: P682 Fund Source: Road Bonds

Background

This Supplemental No. 2 to Work Authorization No. 1 is to reduce scope of services and decreases the fee by $161,618.32 from $575,526.00 to $413,907.68.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CR 123 - Doucet - SWA#2 to WA#1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	06/26/2025 03:17 PM
Form Started By: Marie Walters		Started On: 06/25/2025 11:44 AM
Final Approval Date: 06/26/2025		

SUPPLEMENTAL WORK AUTHORIZATION NO. 2
TO
WORK AUTHORIZATION NO. 1

WILLIAMSON COUNTY ROAD BOND PROJECT:
CR 123 AT BRUSHY CREEK

This Supplemental Work Authorization No. _2_ to Work Authorization No. 1 is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated July 3, 2024 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Doucet & Associates, Inc. (the "Engineer").

WHEREAS, the County and the Engineer executed Work Authorization No. _1_ dated effective July 9, 2024 (the "Work Authorization");

WHEREAS, pursuant to Article 14 of the Contract, amendments, changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization; and

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

AGREEMENT

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

I. The Maximum amount payable for services under the Work Authorization is reduced by **$161,618.32** from $575,526 to $**413,907.68** as shown in Attachment "D-2".

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

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

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

ENGINEER:	**COUNTY:**
By: Frank Olshefski Signature	By: _____ Signature
Frank Olshefski, PE Printed Name	_____ Printed Name
Director of Transportation Title	_____ Title
6/19/2025 Date	_____ Date

LIST OF ATTACHMENTS

Attachment B-2 – Scope of Work

Attachment D-2 – Fee Schedule

APPROVED
By Christen Eschberger at 2:43 pm, Jun 24, 2025

ATTACHMENT B-2
SERVICES TO BE PROVIDED BY THE ENGINEER FOR
CR 123 AT BRUSHY CREEK

PROJECT DESCRIPTION

Project Limits

The project is located at the CR 123 low water crossing at Brushy Creek.

Existing Facility

The existing facility is a low-water crossing structure which ties into a 2-lane uncurbed asphalt road that is roughly 20' with no shoulders or pavement markings. The existing right-of-way is approximately 60' wide.

Proposed Facility

The proposed project will replace the existing low water crossing at Brushy Creek with a new bridge that is approximately 550 feet in length. The bridge will be designed to accommodate 2 lanes with shoulders and a shared-used path lane. The engineer will determine the amount of new ROW needed to accommodate the project.

Design Criteria

Proposed design criteria for the project will be developed from Williamson County design criteria.

1. PROJECT MANAGEMENT

   a. COMMUNICATION:

      - Engineer shall designate one Licensed Professional Engineer (Texas) to be responsible for the project management, and all communications with the County and its representatives.

   b. MONTHLY PROGRESS REPORTS, INVOICES, AND BILLINGS (Number increase from 9 to 10 months assumed):

      - Submit monthly progress status reports to the GEC. Progress reports will include: deliverable table, tasks completed, tasks/objectives that are planned for the upcoming periods, lists or descriptions of items or decisions needed from the County and its representatives. Subconsultant progress will be incorporated into the monthly progress report. A copy of the monthly progress report will be uploaded to ProjectWise.

- Prepare correspondence, invoices, and progress reports on a monthly basis in accordance with current County requirements.

c. QUALITY ASSURANCE AND QUALITY CONTROL (QA/QC) PLAN:

- Prepare a project specific QA/QC plan and submit to the County within thirty (30) days of notice to proceed.
- For each deliverable submittal, provide evidence of their internal review and mark-up of that deliverable as preparation for submittal and in accordance with submitted project specific QA/QC plan.
- Provide continuous QA/QC throughout the duration of the scheduled services included herein to appraise both technical and business performance and provide direction for project activities.

d. PROJECT COORDINATION & ADMINISTRATION:

- Prepare and maintain routine project record keeping including records of meetings and minutes.
- Correspondence and coordination will be handled through & with the concurrence of the GEC.
- Manage Project activities (including documenting emails, phone and conference calls, maintain project files for the length of the project, meeting agendas, meeting minutes, and schedule meetings), direct Engineer's team/staff, coordinate and review sub-consultant work, correspond with the County and its representatives, and assist the County and its representatives in preparing responses to Project-related inquiries.

e. PROGRESS/COORDINATION MEETINGS (22 external meetings assumed):

- Attend a kickoff meeting and coordination/progress meeting with the County and its representatives and stakeholders, as necessary to communicate development of the project and design issues.
- Prepare agenda and sign-in sheets for external coordination/progress meetings.
- Prepare meeting minutes for review via email within three (3) business days of the external coordination/progress meeting.
- Conduct internal coordination meetings as required to advance the development of the project.

f. PROJECT DESIGN SCHEDULE:

- Baseline Schedule - Submit a CPM Baseline Schedule in calendar day (CD) format to the County for approval, using P6 Primavera or Microsoft Project in both pdf and native formats within 14 calendar days of the Work Authorization execution. This schedule should detail all work activities, including those by the County affecting the critical path. It shall outline the execution strategy, critical path, milestones, deliverables, and for each activity, its predecessors, successors, start and end dates, and float. Changes to schedule activities, durations, and dates require County consent, except for adjustments due to approved supplements or County-sanctioned project duration changes.
- Progress Schedule – Submit an updated Progress Schedule with each significant milestone and/or deliverable identified by the County, detailing actual work completion percentages and incorporating all approved supplements. If the schedule deviates from the baseline, a recovery schedule approved by the County is required.

g. PROJECT DOCUMENTS/FILES:

- All contract documents, including native files, shall be turned over to the County at each milestone and at the completion of the project or as requested. Documents shall be posted to the County's project management database.

h. DELIVERABLES:

- Monthly Invoices and Progress Reports including Deliverable Table
- Project Specific QA/QC Plan
- Meeting Minutes, Sign-In Sheets, and Agendas
- Project Schedule and Updates
- Project Files
- QA/QC Documentation with Deliverable (QAQC performed on preliminary submittals)

2. <u>ROUTE AND DESIGN STUDIES</u>

a. DATA COLLECTION:

- Perform record research and obtaining existing information, including but not limited to: as-built plans, construction plans, right of way maps, traffic data, environmental reports, studies, future land use maps, floodplain data, floodplain, geotechnical reports, pavement design reports, and drainage models and analyses. Obtain construction plans for projects within the project limits and abutting TxDOT and County Roads. Obtain drainage studies, reports, and mapping for the project area, including reports for developments affecting the drainage area.

- Conduct a field investigation of the proposed roadway alignment and the surrounding area to determine field conditions including photographic record of notable existing features. Pavement Condition Assessment per the Williamson County Design Manual should be conducted during the field investigation.

- Develop and maintain adjacent property ownership information (including owner's name, tenant name for leased property, mailing address, property address, property id number) spreadsheet to be used for disseminating project information.

- Review aerial photography and contours provided by Williamson County. County provided aerial photography and contours will be the basis for developing all constraints maps and route options.

- Obtain available existing traffic counts. Obtain traffic projections from the County and evaluate if the projections need adjusting. (OMITTED)

- Review the data collected and organize the information.

b. DESIGN CRITERIA:

- Submit a Design Summary Form (DSF) and typical sections in accordance with the latest version of Williamson County Design Criteria Manual.

c. CONSTRAINTS MAP (1 preliminary alignments assumed):

- Develop evaluation criteria to assist in evaluating route alignment alternatives.

- Develop a constraints map and technical memorandum that includes environmental concerns, known constraints (structures, floodplain, karst features), aerial photography, contour information, utility information, based

on research of public databases and sources and details screening measures and decision practices for eliminating non-viable corridors.

- Evaluate traffic growth patterns and estimate traffic projects for the ultimate roadway. (Omitted)

- Develop preliminary alignments and preliminary costs for use in soliciting input during coordination meetings with stakeholders.

- Refine preliminary alignment based on stakeholder input, design criteria, existing structures, potential displacements, right of way limits and requirements, known developments, FEMA floodplain areas, existing and proposed drainage structures, and issues.

d. DELIVERABLES:

- Results of Records Research of Existing Information to ProjectWise.
- Property Owner Spreadsheet and Updates
- Constraints Map Preliminary Alignments and Technical Memorandum (pdf and hardcopies)
- Constraints Map Refined Alignment and Technical Memorandum Recommendation (pdf and hardcopies) (Constraints Maps and Technical Memorandum prepared for preliminary alignments)
- Design Summary **Form** and typical sections (pdf and hardcopies)

3. PUBLIC INVOLVEMENT

a. PUBLIC INVOLVEMENT SUPPORT

- Review the project's Public Involvement plan prepared by others.
- Provide information or data for fact sheets and FAQs.
- Provide exhibits for website and other project information sites (up to [1] exhibits assumed).

b. PROPERTY OWNER MEETING SUPPORT

As this is a Road Bond Project, public involvement activities will be conducted through the County's existing public involvement contract with Rifeline. The engineer will provide support for the Public Involvement plans for the following activities:

- Prepare materials and provide support and exhibits for meetings with Individual Property Owners (up to 2 meetings assumed).
- Provide property owner exhibits identifying parent tract (including area) and right-of-way acquisition (including parcel acquisition and remainder areas).
- One person will attend meetings as requested (up to 2 meetings assumed).

c. STAKEHOLDER MEETINGS

- Coordinate with affected state and local agencies and County's consultants.
- Prepare agendas, sign in sheets, meeting minutes, discussion topics, presentations, overall exhibits, and maps of the project limits for stakeholder coordination meetings. (up to 2 meetings assumed).

d. DELIVERABLES:

- Input on fact sheets, FAQs, and exhibits for website. (Submitted)
- Property owner exhibits (native file, pdf, and hardcopies). (Submitted)
- Stakeholder meeting agendas, exhibits, and meeting minutes. (Submitted)

4. UTILITY COORDINATION SUPPORT

As this is a Road Bond Project, direct coordination with utilities will be conducted through the County's existing utility coordination contract with Cobb Fendley and Associates. The Engineer will provide support as described below:

a. INCORPORATE UTILITY INFORMATION INTO ENGINEERING DRAWINGS

- Incorporate utility information provided by others into design files.
- Add utility notes to plans and exhibits as necessary.
- Consider/incorporate utility work into traffic control phasing plans as necessary.

b. UTILITY MEETINGS

- Meet with utility coordinator and review utility impacts and potential relocations to identify appropriate approach to reducing/mitigating impacts [up to 2 meeting].
- Attend meetings with utilities as requested [up to 1 meeting]. (Omitted)

c. DELIVERABLES:

- Utility information incorporated into plans and design files.
- Reviews of utility relocation plans.

5. RIGHT OF WAY (ROW) AND MAPPING

a. ROW MAP:

- Research and compiled deed/plat records and build a working map from recorded data. (Compiled documents needed for ROW Map)

- Calculate approximate search data to recover right of way monumentation and make initial pass to recover right of way monumentation. (Completed)

- Draft preliminary right of way map and list of impacted tracts. (Completed)

b. PARCEL ACQUISITION DOCUMENTS (**6** parcel documents assumed, **2** stakings assumed, **2** exhibits assumed): (25 properties reviewed and evaluated to determine parcel documents needed, 0 staking assumed, 1 exhibit assumed)

- Upon approval of final schematic, prepare a right of way strip map. (Submitted)

- Prepare draft parcel sketches and field notes documents for right of way parcel and easement acquisition. Note any improvements requiring removal/relocation. (Omitted)

- Provide property owner exhibits identifying Parent tract (including area), Right-of-way acquisition (including parcel acquisition and remainder areas), and proposed improvements adjacent to the property as needed. (Omitted)

c. MONUMENTATION AND ROW STAKING:

- Set appropriate monumentation in accordance with County requirements. Prepare signed and sealed documents for right of way parcel and easement acquisition. (Omitted)

- Stake proposed right of way with suitable markers as requested on a parcel by parcel basis for the purposes of fence construction, utility installation, or property owner requests. (Omitted)

d. DELIVERABLES:

- Preliminary ROW Map and affected property owner list (drawing file, pdf, and hardcopies) (Submitted)
- Final ROW Map and affected property owner list (drawing file, pdf, and hardcopies) (OMITTED)
- Draft Parcel Acquisition Documents (pdf) (OMITTED)
- Final Parcel Acquisition Documents (one original and pdf) (OMITTED)
- Property owner exhibits (drawing file, pdf, and hardcopies) (Submitted)

6. CONDEMNATION SUPPORT (OMITTED)

a. CONDEMNATION HEARING EXHIBITS

- Prepare preliminary and final condemnation hearing exhibits for [2 ROW Parcels.
- Exhibits (each exhibit should include high-resolution aerial imagery) including the following information:
    - A vicinity map with an overall project layout and limits (beginning and end)
    - Existing and proposed typical road sections
    - Parent tract (including area)
    - Right-of-way acquisition (including parcel acquisition and remainder areas),
    - Proposed improvements adjacent to the property.

b. CONDEMNATION HEARINGS

- Engineer will attend meetings with the attorney to prepare for the hearings.

- Engineer will attend [2] condemnation hearings in-person and testify as an expert witness on the Project to discuss matters related to drainage, grading, environmental compliance, basic hydrologic, hydraulic and geotechnical information.

c. DELIVERABLES

- Preliminary and Final Condemnation Hearing Exhibits in pdf format.

7. SURVEYING

a. RIGHT OF ENTRY ([25] letters assumed):

- Upon receiving approval from GEC, prepare and mail right of entry letters per the County's standard for the project team including geotechnical and environmental. Send a second follow up letter to non-responsive property owners.

b. FIELD SURVEYING:

- Survey the corridor area at approximately 50 foot intervals and to include 100 feet on either side of the proposed roadway centerline as necessary to produce one-foot interval contours. Information collected will typically include as follows: visible improvements and visible utilities including driveways, water wells, storage tanks, drainage structures (size, material, flowline elevations), edge of pavement/shoulder, physical centerline, roadway striping, guardrail, fences, signs, mailboxes, top and bottom of drainage ditches, sidewalk, and trees 8" inch diameter and greater.

- Establish horizontal and vertical control and set temporary benchmarks as needed. The survey control points shall be set in locations that will likely be undisturbed by construction or County maintenance.

c. DELIVERABLES:

- Right of Entry Letters, Follow Up Letters, and Executed Right of Entry Documents. (Submited 25 ROE letters and followup letters)
- Mapping in 2-D and 3-D MicroStation Files (Grid or Datum) (Submitted)
- PDF of each Surveyor Project Notebook (Submitted)
- DTM of Proposed Corridor (Submitted)

- Survey control sheets (Submitted)

8. SCHEMATIC DEVELOPMENT

   a. SCHEMATIC:

      - Prepare preliminary schematic submittal per Williamson County submittal requirements and selected design criteria including proposed cross sections, typical sections, roadway centerline, proposed drainage structures, direction of flow and number of travel lanes, intersecting streets, property boundaries and information, ROW and easement locations, preliminary pavement section, driveway locations, horizontal alignment data, profile data, identification of known utilities, retaining wall and bridge locations.

      - Prepare final schematic submittal per Williamson County submittal requirements and selected design criteria.

   b. DELIVERABLES:

      - Preliminary Schematic Submittal including cost estimate per submittal requirements. (Multiple Schematic Alternatives were provided including an alternate alignment with cost estimates)

      - Final Schematic Submittal including cost estimate per submittal requirements. (Omitted)

9. DRAINAGE STUDY

   a. HYDROLOGIC/HYDRAULIC MODELING ([1] major channel crossings, [0] cross drainage structures assumed):

      - Prepare hydrologic and hydraulic models or modify existing models (FEMA, drainage districts, river authorities, cities, etc.) if available, to define the drainage infrastructure required for the project. Detail the methodologies employed and recommendations. The analysis will include: preparation of a preliminary design of the right of way drainage system, cross drainage structures, right-of-way drainage, major channel crossings to reflect the existing and proposed conditions, recommended minimum pavement elevations based on cross drainage flood elevations, right of way requirements, identify potential needs for FEMA Coordination. HEC-RAS shall be utilized for all stream

modeling. HY-8 will be utilized for all culverts. Atlas 14 impacts will be reviewed and incorporated.

- Develop existing channel cross sections based on data collection.
- Exhibits and analysis will be prepared in the GIS environment to the extent practical.

b. FEMA COORDINATION:

- Coordinate with Local Floodplain Administrator as necessary throughout the project.
- Prepare and submit Conditional Letter of Map Revision (CLOMR) (Omitted)
- Prepare and submit Letter of Map Revision (LOMR). (Omitted)
- Pay Application Fee(s). (Omitted)

c. IMPACT AND MITIGATION ANALYSIS:

- Prepare an impact analysis to determine increases in peak flow rates for the 100-year storm including: existing and proposed peak flow rates, mitigation analysis, conceptual detention basin layouts, design of control structures, routing of storm hydrographs through basins, calculate the volume of fill to be placed in the 100-year floodplain, and recommend locations for compensatory storage.

d. SCOUR ANALYSIS ([1] crossings assumed): (Omitted)

- Prepare a scour analysis for stream crossing(s) based on the design, results of boring data, and HEC-RAS hydraulic modeling of the proposed bridge crossing per *Evaluating Scour at Bridges (HEC 18)*.

e. DELIVERABLES:

- Preliminary & Final Drainage Report. (Performed Preliminary analysis on 13 scenarios included HEC-RAS 1D and 2D / Final Omitted)
- Preliminary & Final CLOMR. (Omitted)
- Preliminary & Final LOMR. (Omitted)

- Draft & Final Scour Analysis (Omitted)

10. ENVIRONMENTAL SERVICES

a. COUNTY DUE DILIGENCE:

- The Environmental Services will include studies and documentation required, per the Williamson County Environmental Protocol, for the various regulating authorities, including the Texas Historical Commission (THC), U.S. Army Corp of Engineers (USACE), U.S. Fish and Wildlife Service (USFWS), Williamson County Conservation Foundation (WCCF), and TCEQ. The intention of the Environmental Services is to attain necessary clearance letters and approvals in order to proceed with the proposed project.

b. DATA COLLECTION & FIELD RECONNAISSANCE:

- Obtain and update periodically publicly available information including but not limited to: locations of public buildings (schools, churches, parks), aerial photography, National Wetland Inventory maps, County Soil Survey maps, TCEQ & EPA Hazardous Materials Database information, FEMA floodplain information, vegetation information, environmental information from the appropriate local, state, or federal agencies, including for state and federally-listed species, Edwards Aquifer information.

- Conduct a regulatory records review to identify listed hazardous waste generators, treatment, storage and disposal facilities; solid waste landfills, unauthorized sites; documented spills; oil and gas exploration and production sites; and underground storage tank sites within the proposed site location. The review will also identify other environmental risks along the project corridor.

- Conduct field reconnaissance to visually inspect the project site for additional risks and field verify any environmental risks identified by the regulatory records review.

c. HAZARDOUS MATERIALS ENVIRONMENTAL SITE ASSESSMENT:

- Prepare a Hazardous Materials Environmental Site Assessment (ESA) based on the data collection and field reconnaissance conducted and identify potential hazardous material sites that may be impacted by the proposed project.

d. SECTION 404 CLEAN WATER ACT COMPLIANCE:

- Conduct a site visit that will determine if water resources are present. If no water resources are identified in the project area, document these findings in the water resources section of the due diligence report.

- If water resources are present, delineate wetland boundaries and ordinary high-water marks of jurisdictional waters within the project ROW. Prepare a Jurisdictional Waters Delineation Report identifying: specific impacts of the project on the Waters of the U.S., measures to minimize the impacts will be identified, and discuss applicable Section 404 options in accordance with current permits and conditions based on data collection and field reconnaissance. It is anticipated that this project will be covered under a Nationwide Permit (NWP 14) without a pre-construction notification (PCN).

If it is determined, after the Jurisdictional Waters Delineation Report, that a PCN is required; a supplemental work authorization would be required. The Jurisdictional Waters Delineation Report and NWP with PCN are subject to the U.S. Army Corps of Engineers Forth Worth District review and issuance of a permit.

e. HISTORICAL SITE COMPLIANCE:

- Prepare a historic building survey that will follow the Secretary of the Interior's Standards and guidelines for Archeology and Historic Preservation and document historic buildings and structures within the Area of Potential Effect based on data collection and field reconnaissance.

f. TEXAS ANTIQUITIES CODE (TAC) COMPLIANCE:

- Prepare a Project Initiation Letter, Texas Antiquities Permit Application, and Associated Scope of Work based on data collection and field reconnaissance.

- Conduct a pedestrian survey and report of sufficient intensity to determine the nature, extent, and potential significance of any cultural resources located within the Area of Potential Effect in accordance with full report guidelines as outlined by the Texas Historical Commissions Rules of Practice and Procedures.

- Coordination with Texas Historical Commission including submittals to Texas Historical Commission and project records to the appropriate curation facility per Texas Historical Commission requirements.

g. DELIVERABLES:

- Draft & Final Environmental Due Diligence Report
- Draft & Final Regulatory Records Review
- Draft & Final Hazardous Materials Environmental Site Assessment (ESA) Report (Final report was ready for submittal prior to work stoppage.)
- Draft & Final Wetlands Determination/Jurisdictional Waters Determination
- Draft & Final Endangered Species Letter – (by others)
- Draft & Final Historic Building Survey
- Draft & Final Texas Antiquities Permit Application Associated Scope of Work and Report
- Provide Final Acceptance Correspondence of Approval of Permits (Omitted)

11. GEOTECHNICAL SERVICES

a. BORINGS:

- The minimum spacing and depth of borings for retaining walls, bridges, slopes and embankments per the latest TxDOT Geotechnical Manual. Minimum depth for retaining wall borings shall be to a depth of at least where stress increase due to estimated foundation load is less than ten percent of the existing effective overburden stress at that depth and between one and two times the wall height as well as penetrate soft highly compressible soils. Borings are to be performed for each significant high-mast tower, overhead sign structure, or culvert to a depth of 10 feet below bottom of foundation. Groundwater elevations shall be taken 15 minutes after initial encounter with groundwater. Additional groundwater elevations shall be taken where clay soils are encountered to obtain a static water level. Field testing shall consist of either the Texas Cone Penetrometer (TCP) or the Standard Penetration Test (SPT) at a minimum of 5 foot intervals. In between the TCP/SPT interval obtain Shelby Tube samples and bag samples appropriate for laboratory testing. Pavement boring spacing shall be performed at intervals per the TxDOT Pavement Design Manual and should be to a depth of 15 feet.

- The Engineer shall be responsible for Soil Core Hole Drilling required for bridges, retaining walls, embankment, culvert, sign illumination, high-mast tower, and pavement borings. The Engineer shall follow the procedures in the TxDOT Geotechnical Manual and will contact the appropriate utility location services to have underground utilities located prior to drilling in an area. (Omitted)
- The soil borings will be properly backfilled with bentonite chips and a single lift of cold patch asphalt where applicable. The soil samples will be obtained using Shelby tubes and/or split-spoon samplers. Field-testing of soil samples will include pocket penetrometer in the cohesive soils and Standard Penetration Test (SPT) in the cohesionless soils. Texas Cone Penetrations will be performed in the culvert borings at five-foot intervals. (Omitted)
- The Geotechnical Engineer shall obtain a copy of the plans to be used in authoring the Geotechnical and Pavement Report. The purpose is to provide accurate plan information in these reports. (Omitted)

b. GEOTECHNICAL REPORTS: (OMITTED)

- Perform appropriate laboratory tests on soil samples recovered from the borings. Laboratory testing will include but not limited to: moisture content, liquid limit, plastic limit, unconfined compression, Texas Triaxial, resilient modulus, and free swell, sulfate testing, and particle size analysis tests, visual classification, dry density, California Bearing Ratio (CBR) tests, sulfate content tests, lime series analyses.

- Provide a Geotechnical Investigation for the project evaluated by a professional geotechnical engineer Licensed in the State of Texas. The following items will be included in the geotechnical report: soil boring locations, boring logs (TxDOT Wincore output graphs/format), and plan of borings, subsurface exploration procedures, encountered subsurface conditions, field and laboratory test results, description of surface and subsurface conditions, groundwater conditions/readings, analysis and recommendations for settlement and slope stability of the earthen embankments; and culvert bedding, analysis and recommendations for wingwalls, headwalls, and retaining walls, general earthwork recommendations, wall backfill limits, Swell potential evaluations, Pavement thickness design alternatives with subgrade stabilization, PVR calculations.

- Provide geotechnical analysis needed for pavement design, foundation design, and slope stability, as required. For retaining walls, Engineer will provide calculations including global stability, sliding, bearing capacity, and overturning and recommendations for minimum footing depth. Where retaining walls will be inundated due to water, a drawdown analysis is required. In addition, retaining wall backfill type shall be specified. A sketch is required showing the backfill type and limits. Show the limits of the foundation material, aggregate backfill material, and retained fill. Provide the information to include in an RW(MSE)DD plan sheet. For bridge foundation design, the capacity curves shall be adjusted for the upper moisture change zone (5 to 10 feet) and scour.
- The pavement design will include consideration of traffic loads to be estimated by the Engineer. Pavement design shall follow the latest Williamson County Design Manual. The traffic data required includes current and projected traffic counts and truck percentages. The Engineer will prepare four (4) flexible pavement design alternatives and one (1) rigid pavement design alternative. Flexible pavement design alternatives shall include: subgrade stabilization utilizing lime and flexible base layer (if lime is not recommended, an explanation shall be provided for approval by the County Engineer); full depth asphalt section; driveway section; temporary full depth asphalt pavement section. Rigid design alternative shall include flexible base, HMAC Bond Breaker, and continuous reinforced concrete pavement. Geogrid reinforcement will also be considered in these designs. Identify areas of possible sulfates in subgrade. Pavement thickness options are to use the latest version of **TxDOT FPS-21**.

c. DELIVERABLES:

- Draft & Final Pavement Design Report (Performed: Initial Site Visit and Visual Inpection of existing pavement conditions)
- Draft & Final Bridge Design Report (Performed: Initial Site Visit for boring location planning)
- Draft & Final Retaining Wall Report (Performed: Initial Site Visit for boring location planning)

12. EXCLUSIONS

a. Plan Preparation

b. Construction Phase Services

Attachment D-2: Fee Schedule
Doucet & Associates, Inc, a Kleinfelder Company
24RFQS11 Engineering Services for Williamson County Road Bond Project
CR 123 Bridge at Brushy Creek

Task	Principal Engineer (PE)	Senior Project Manager (PE)	Senior Project Engineer (PE)	Project Engineer III (PE)	Project Engineer II (PE)	Project Engineer I (PE)	Engineer Associate III	Engineer Associate II	Engineer Associate I	Sr. Civil Technician	Civil Technician	Engineering Intern	Environmental Project Manager	Environmental Specialist	Archaeologist	Project Coordinator	Principal Surveyor (RPLS)	Project Manager (RPLS)	Survey Specialist (SIT)	Survey Technician	GIS Specialist	LiDAR Specialist	LiDAR Technician	Crew of 2		Total Hours	Total Labor
Rates	$295.00	$275.00	$215.00	$195.00	$185.00	$170.00	$160.00	$150.00	$135.00	$165.00	$145.00	$90.00	$200.00	$145.00	$165.00	$135.00	$290.00	$245.00	$150.00	$125.00	$155.00	$150.00	$120.00	$170.00			
1. Project Management and Coordination	0	243	0	10	0	3	0	17	35	0	0	0	20	0	0	0		0							0	327	$ 80,331.25
a. Designate a PM for all communication with County		40			0																					40	$ 11,020.00
b. Monthly Progress Reports, Invoices , Including Deliverable Table (Assume 10 months)		26						3	35																	64	$ 12,291.25
c. Project Specific QA/QC Plan		20																								20	$ 5,500.00
d. Project Coordination and Administration		98				3		14																		114	$ 29,442.50
e. Progress/Coordination Meetings (20 assumed)		40		10																						50	$ 12,852.50
f. Project Schedule and Updates		19											20													39	$ 9,225.00
2. Route and Design Studies	0	9	32	0	0	80	0	0	32	40	0	0	0												0	193	$ 33,847.50
a. Data Collection		2	4				0		12																	18	$ 3,002.50
b. Review data collected and organize information		1	4						12																	17	$ 2,755.00
c. Design Criteria		2	8						8																	18	$ 3,350.00
d. Constraints Map & Technical Memorandum (1 Alternative Concept)		4	16			80				40																140	$ 24,740.00
3. Public Involvement	0	8	9	0	0	13	0	0	0	8	2	0	0			0									0	40	$ 7,972.50
a. Public Involvement Support		2	3			13				8	2					0										28	$ 5,032.50
b. Property onwer meeting support (assume 2 meetings)		6	6																							12	$ 2,940.00
c. Stakeholder meeting (assume 2 meeting)																										0	$ -
																											$ -
4. Utility Coordination Support	0	10	6	1	0	15	0	0	10	24	0	0	0												0	68	$ 12,100.00
a. Incoporate utility information into engineering drawings		8	6	1		15			10	24																64	$ 11,550.00
b. Utility Coordinator meetings (assume 2 meetings)		2																2								4	$ 550.00
c. Utilities Meeting as requested (assume 1 meeting)																										0	$ -
5. Right of Way and Mapping	0	0	0	0	0	0	34	15	9	0	0	0	0												0	345	$ 56,686.25
a. Right of Entry (assume 25 letters)							20	10	9									3	2	4	6	2	0	5		61	$ 9,445.00
b. ROW Map							14	5										23	34	12	0	20	0	17		124	$ 20,961.25
c. Parcel Acquisition (assume 6 documents)																		16	30	18	0	30	0	18		112	$ 18,230.00
d. Monument and ROW Staking																			8	4	0	8	0	12		32	$ 4,940.00
e. QA/QC																		8	3	2	0	3	0	0		16	$ 3,110.00
6. Condemnation Support	0	0	0	0	0	0	0	0	0	0	0	0	0												0	0	$ -
a. Condemnation hearing exhibits (assume 2 parcel)																										0	$ -
b. Condemnation hearings attendance (assume 2 hearings)																										0	$ -
7. Surveying	0	0	0	0	0	0	0	0	0	0	0	0	0												0	234	$ 39,513.75
a. Control Survey																	0	6	10	4	2	0	0	24		46	$ 7,860.00
b. Design Topographic and Tree Survey																	0	12	25	16	2	6	4	72		137	$ 22,653.75
c. Utility Mapping/811 One-Call Survey																	0	6	4	2	6	0	0	16		34	$ 5,970.00
d. QA/QC																	2	4	3	6	0	1	1	0		17	$ 3,030.00
8. Schematic Development	4	12	25	0	51	0	0	0	0	199	0	0	0												0	291	$ 52,086.25
a. Prepare preliminary schematic & cost estimate		2	19		39					161																221	$ 38,376.25
b. Prepare final schematic & cost estimate		2	6		12					38																58	$ 10,330.00
c. QA/QC	4	8																								12	$ 3,380.00
9. Drainage Study	1	85	50	121	0	0	183	0	20	0	0	0	0	0	0	0									0	272	$ 90,000.00
a. H&H Modeling (assume 1 cross culverts)		41		64			135		16																	256	$ 47,520.00
b. FEMA Coordination		8		8																						16	$ 3,760.00
c. Impact and mitigation analysis		32	25	49			48		4																	158	$ 31,950.00
d. Scour Analysis																										0	$ -
e. QA/QC	1	4	25																							30	$ 6,770.00
10. Environmental Services	0	0	0	0	0	0	0	0	0	0	0	0	33	81	106	0									0	220	$ 35,773.75
a. County Due Diligence													10	6	8											24	$ 4,190.00
b. Data Collection & Field Reconnaissance													5	34	50											89	$ 14,191.25
c. Hazardous Materials Initial Site Assessment													5	17	14											36	$ 5,702.50
d. Section 404 Clean Water Act Compliance													3	13												16	$ 2,485.00
e. Endangered Species Act Compliance (By Others)																										0	$ -
f. Historical Site Compliance													5	6	24											35	$ 5,830.00
g. Texas Antiquities Code (TAC) Compliance Texas Antiquities Code													5	5	10											20	$ 3,375.00
h. Provide Final Acceptance Correspondence of Approval of Permits																										0	$ -
11. Geotechnical Services	0	2	5	0	0	9	0	0	7	0	0	0	0			3									0	26	$ 4,522.50
a. Borings		1	2			7			7																	17	$ 2,848.75
b. Geotechnical Reports		1	3			2										3										9	$ 1,673.75
12. Plan Preparation	0	0	0	0	0	0	0	0	0	0	0	0	0												0	0	$ -
a. Use Wilco criteria																										0	$ -
b. Roadway Design																										0	$ -
i. Refine horizontal and vertical alignments - P&P sheets																										0	$ -
ii. Existing and proposed typical sections																										0	$ -
iii. Create cross sections																										0	$ -
c. Drainage																										0	$ -
i. Prepare hydraulic calculations																										0	$ -
ii. Develop drainage area maps																										0	$ -
iii. Design storm sewer sheets																										0	$ -
iv. Design on-site stormwater detention measures																										0	$ -
d. Signing, Markings, & Signalization																										0	$ -
i. Prepare signing and marking layouts																										0	$ -
ii. Prepare traffic signal warrant study (assume 3 intersections)																										0	$ -
iii. Prepare traffic signal operations analysis																										0	$ -
iv. Prepare traffic signal sheets (assume 3 intersections)																										0	$ -
e. Traffic Control																										0	$ -
f. Water quality																										0	$ -
i. Prepare qater quality BMPs																										0	$ -
ii. Develop draft and final TCEQ Contributing Zone Plan																										0	$ -
iii. Prepare SW3P and EPIC sheet																										0	$ -
13. Permits	0	0	0	0	0	0	0	0	0	0	0	0	0												0	0	$ -
a. Prepare necessary permits																										0	$ -
																										0	$ -
14. Bidding Phase Services	0	0	0	0	0	0	0	0	0	0	0	0	0												0	0	$ -
a. Prepare all applicable construction documents for bidding																										0	$ -

Attachment D-2: Fee Schedule
Doucet & Associates, Inc, a Kleinfelder Company
24RFQS11 Engineering Services for Williamson County Road Bond Project
CR 123 Bridge at Brushy Creek

Task	Principal Engineer (PE)	Senior Project Manager (PE)	Senior Project Engineer (PE)	Project Engineer III (PE)	Project Engineer II (PE)	Project Engineer I (PE)	Engineer Associate III	Engineer Associate II	Engineer Associate I	Sr. Civil Technician	Civil Technician	Engineering Intern	Environmental Project Manager	Environmental Scientist	Archaeologist	Project Coordinator	Principal Surveyor (RPLS)	Project Manager (RPLS)	Survey Specialist (SIT)	Survey Technician	GIS Specialist	LiDAR Specialist	LiDAR Technician	Crew of 2		Total Hours	Total Labor
b. Attend pre-bid meeting, respond to bidder questions. Attend pre-construction conference																										0	$ -
																										0	$ -
Total ASI Direct Labor Hours	5	369	127	132	51	120	217	32	112	271	2	0	53	81	106	3	2	80	119	68	16	70	5	163	2202	2202	
Percent of Total Hours	0%	17%	6%	6%	2%	5%	10%	1%	5%	12%	0%	0%	2%	4%	5%	0.1%	0.1%	4%	5%	3%	1%	3.2%	0.2%	7%	100%	100.0%	
Total DOUCET Direct Labor Cost																											**$ 412,833.75**
Total Other Direct Expenses Cost																											
Total Subconsultants Cost																											$ -
TOTAL PROJECT COST																											**$ 412,833.75**

15. Direct Expenses																											$ 1,073.93
a. CLOMR FEE to FEMA																											$ -
b. TRAFFIC CONTROL EXPENSE																											$ -
c. DRILLER EXPENSE																											$ -
d. LAB TESTS																											$ -
g. ODE																											$ 1,073.93
Total Direct Expenses																											**$ 1,073.93**
Total Cost																											**$ 413,907.68**

Contract Amount:	$575,526.00
Labor Charges:	$413,907.68
Contract Remaining:	$161,618.32

ATTACHMENT D-2: FEE SCHEDULE
WILLIAMSON COUNTY
CR 123
Other Direct Expenses (Doucet)

Direct Expenses	Rate	Unit	Quantity	Cost
CADD Color Plotting (Per SQ FT)	$ 1.50	Square Feet	200	
Meals (Excluding alcohol & tips) (Overnight stay required)	$ 25.000	Each	4	
Photocopies B/W (8.5x11)	$ 0.15	Each	100	
Photocopies B/W (11x17)	$ 0.60	Each	75	
Color Copies (8.5x11)	$ 0.49	Each	100	
Color Copies (11x17)	$ 1.00	Each	75	$ 87.12
Toll Charges	$ 10.00	Each	8	$ 254.22
Mileage	$ 0.66	Miles	1000	$ 252.59
			SUB TOTAL	**$ 593.93**
				$ -
			SUB TOTAL	**$ -**
				$ -
			SUB TOTAL	**$ -**
Environmental (Doucet)				
HazMat supplemental records	$ 300.00	Each		$ -
ERIS	$ 1,000.00	Each		$ 480.00
Site Forms	$ 110.00	Each		$ -
Curation Fee	$ 250.00	Each		$ -
			SUB TOTAL	**$ 480.00**
TOTAL				**$ 1,073.93**

Commissioners Court - Regular Session **34.**

Meeting Date: 07/01/2025

CR 123 - Doucet - WA#2

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on Work Authorization No. 2 to the CR 123 at Brushy Creek contract executed July 3, 2024, between Williamson County and Doucet & Associates, Inc., relating to the 2023 Road Bond Program. Project: P682 Fund Source: Road Bonds

Background

This Work Authorization No. 2 is for engineering services in the amount of $161,598.00 and terminates on 11/30/2025.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CR 123 - Doucet - WA#2

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	06/26/2025 03:17 PM
Form Started By: Marie Walters		Started On: 06/25/2025 11:46 AM
Final Approval Date: 06/26/2025		

EXHIBIT C

WORK AUTHORIZATION

WORK AUTHORIZATION NO. 2
PROJECT: CR 123 AT BRUSHY CREEK

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated July 3rd, 2024 and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Doucet & Associates, Inc (the "Engineer").

Part1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is $161,598.00.

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

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on November 30th, 2025. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

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

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

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

Continued next page

EXECUTED this _____.

ENGINEER:	COUNTY:
Doucet & Associates, Inc.	Williamson County, Texas
By: Frank Olshefski Signature	By: _____ Signature
Frank Olshefski, PE Printed Name	_____ Printed Name
Director of Transportation Title	_____ Title

LIST OF ATTACHMENTS

Attachment A – Services to be Provided by the County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

APPROVED
By Christen Eschberger at 2:44 pm, Jun 24, 2025

ATTACHMENT A
SERVICES TO BE PROVIDED BY THE COUNTY
FOR COUNTY ROAD 123 AT BRUSHY CREEK

In general, Williamson County and its representatives to their best efforts will render services as follows:

1. Name, business address and phone number of County's project manager.

2. Assistance to the Engineer, as necessary, with obtaining data and information from other local, regional, State and Federal agencies required for this project.

3. Obtain Rights of Entry from landowners that are unwilling to grant access to the Engineer.

4. Provide available appropriate County data on file, plans and specifications that are deemed pertinent to the completion of the work required by the scope of services (including previous hydraulic studies, models, previous reports and studies, available existing traffic counts, and design year traffic projections).

5. Provide available criteria and full information as to the client's requirements for the project. Provide examples of acceptable format for the required deliverables.

6. Provide timely reviews and decisions necessary for the Engineer to maintain the project work schedule. Review recommendations offered by the Engineer, progress of work, and final acceptance of all documents.

7. Submittal of documentation to regulatory agencies for review and comment, when specified.

8. Support project development efforts with stakeholders, coordinate meetings and interface with stakeholders, as needed.

9. Post and maintain project information for public consumption on the County website.

10. Assist with Coordination between the Engineer and the County's other subconsultants.

11. Negotiate with all utility companies for any agreements and/or relocations required.

12. Provide an agent as necessary to secure proposed ROW.

13. Provide construction observation and review contractor pay applications and progress.

14. Provide Engineer with Contractor submittals, Requests for Information (RFI's), shop drawings, and correspondence.

15. Review Engineer progress, submittals, and plan changes.

ATTACHMENT B

SERVICES TO BE PROVIDED BY THE ENGINEER FOR
PROJECT: COUNTY ROAD 123 AT BRUSHY CREEK
WORK AUTHORIZATION NO. 2 WILLIAMSON COUNTY ROAD BOND PROJECT CR 123

PROJECT DESCRIPTION

Project Limits

The project will provide an alternate alignment report for CR 123 low water crossing at Brushy Creek.

Existing Facility & Report

The existing facility is a low-water crossing structure which ties into a 2-lane uncurbed asphalt road that is roughly 20' with no shoulders or pavement markings. The existing right-of-way is approximately 60' wide.

Proposed Facility

The proposed project consists of an alternative analysis for CR 123 crossing over at Brushy Creek with a new bridge. The bridge will be designed to accommodate 2 -12' lanes with 8' shoulders and a 10' shared-used path lane. The engineer will determine the amount of new right-of-way (ROW) needed to accommodate the project. The report aims to identify up to three (3) alternative alignments for the proposed new bridge facility. It will include analysis of drainage, environmental impacts and permitting, ROW constraints, cost estimates, and a description of additional potential conflicts.

Design Criteria

Proposed design criteria for the project will be developed from Williamson County design criteria.

1. PROJECT MANAGEMENT

   a. COMMUNICATION:

      - Engineer shall designate one Licensed Professional Engineer (Texas) to be responsible for the project management, and all communications with the County and its representatives.

   b. MONTHLY PROGRESS REPORTS, INVOICES, AND BILLINGS (3 months assumed):

- Submit monthly progress status reports to the GEC. Progress reports will include: deliverable table, tasks completed, tasks/objectives that are planned for the upcoming periods, lists or descriptions of items or decisions needed from the County and its representatives. Subconsultant progress will be incorporated into the monthly progress report. A copy of the monthly progress report will be uploaded to ProjectWise.

- Prepare correspondence, invoices, and progress reports on a monthly basis in accordance with current County requirements.

c. QUALITY ASSURANCE AND QUALITY CONTROL (QA/QC) PLAN:

- For each deliverable submittal, provide evidence of their internal review and mark-up of that deliverable as preparation for submittal and in accordance with submitted project specific QA/QC plan.

- Provide continuous QA/QC throughout the duration of the scheduled services included herein to appraise both technical and business performance and provide direction for project activities.

d. PROJECT COORDINATION & ADMINISTRATION:

- Prepare and maintain routine project record keeping including records of meetings and minutes.
- Correspondence and coordination will be handled through & with the concurrence of the GEC.
- Manage Project activities (including documenting emails, phone and conference calls, maintain project files for the length of the project, meeting agendas, meeting minutes, and schedule meetings), direct Engineer's team/staff, coordinate and review sub-consultant work, correspond with the County and its representatives, and assist the County and its representatives in preparing responses to Project-related inquiries.

e. PROGRESS/COORDINATION MEETINGS :

- Attend coordination/progress meetings with the County and its representatives and stakeholders, as necessary to communicate development of the project and design issues.
- Prepare agenda and sign-in sheets for external coordination/progress meetings.

- Prepare meeting minutes for review via email within three (3) business days of the external coordination/progress meeting.
- Conduct internal coordination meetings as required to advance the development of the project.

f. PROJECT DESIGN SCHEDULE:

- Baseline Schedule - Submit a CPM Baseline Schedule in calendar day (CD) format to the County for approval, using P6 Primavera or Microsoft Project in both pdf and native formats within 14 calendar days of the Work Authorization execution. This schedule should detail all work activities, including those by the County affecting the critical path. It shall outline the execution strategy, critical path, milestones, deliverables, and for each activity, its predecessors, successors, start and end dates, and float. Changes to schedule activities, durations, and dates require County consent, except for adjustments due to approved supplements or County-sanctioned project duration changes.
- Progress Schedule – Submit an updated Progress Schedule with each significant milestone and/or deliverable identified by the County, detailing actual work completion percentages and incorporating all approved supplements. If the schedule deviates from the baseline, a recovery schedule approved by the County is required.

g. PROJECT DOCUMENTS/FILES:

- All contract documents, including native files, shall be turned over to the County at each milestone and at the completion of the project or as requested. Documents shall be posted to the County's project management database.

h. DELIVERABLES:

- Monthly Invoices and Progress Reports including Deliverable Table
- Meeting Minutes, Sign-In Sheets, and Agendas
- Project Schedule and Updates
- Project Files
- QA/QC Documentation with Deliverable

2. <u>ROUTE AND DESIGN STUDIES</u>

a. DATA COLLECTION:

- Perform record research and obtaining existing information, including but not limited to: as-built plans, construction plans, right of way maps, traffic data, environmental reports, studies, future land use maps, floodplain data, floodplain, geotechnical reports, pavement design reports, and drainage models and analyses. Obtain construction plans for projects within the project limits and abutting TxDOT and County Roads. Obtain drainage studies, reports, and mapping for the project area, including reports for developments affecting the drainage area.

- Conduct a field investigation of the proposed roadway alignment and the surrounding area to determine field conditions including photographic record of notable existing features

- Develop and maintain adjacent property ownership information (including owner's name, tenant name for leased property, mailing address, property address, property id number) spreadsheet to be used for disseminating project information.

- Review aerial photography and contours provided by Williamson County. County provided aerial photography and contours will be the basis for developing all route options.

- Review the data collected and organize the information.

b. Alternative Alignment Report (Up to three (3) preliminary alignments assumed):

- Develop evaluation criteria to assist in evaluating route alignment alternatives.

- Develop a report and exhibits that includes environmental concerns, known constraints (structures, floodplain, karst features), aerial photography, contour information, utility information, based on research of public databases and sources and details screening measures and decision practices for eliminating non-viable corridors.

- Develop preliminary alignments and preliminary costs for use in soliciting input during a coordination meeting with stakeholders.

- Refine preliminary alignment based on stakeholder input, design criteria, existing structures, potential displacements, right of way limits and

requirements, known developments, FEMA floodplain areas, existing and proposed drainage structures, and issues.

- The report will include up to three (3) alternatives for clearing a 25-year storm, along with potential new alignments and any relevant environmental constraints. Provide alternatives (3) schematic layouts exhibits showing alignment, bridge span, elevation, parcels, and related items.

- The report will evaluate environmental constraints including USACE and FEMA permits, one meeting with each agency for initial assessment and input, time impact and potential cost.

- Recommeded design will minimize coordination and permits.

- Provide cost estimates for each alternative.

- Report exhibits will show, OHWM, Compensatory excavation area, Roadway P&P, bridge spans, 1 ft freeboard, parcel impacts, and high level ROW costs.

- Attend 2 Field meeting with WILCO Engineers and GEC, 1 office meeting

c. DELIVERABLES:

- Draft Report
- Final Report

3. <u>PUBLIC INVOLVEMENT</u>

a. PROPERTY OWNER MEETING SUPPORT

As this is a Road Bond Project, public involvement activities will be conducted through the County's existing public involvement contract with Rifeline. The engineer will provide support for the Public Involvement plans for the following activities:

- Prepare materials and provide support and exhibits for meeting with Individual Property Owners (up to one (1) meeting assumed).
- One person will attend meetings as requested (up to one (1) meeting assumed).

b. STAKEHOLDER COORDINATION

- Coordinate with affected state and local agencies and County's consultants.

- Prepare agendas, sign in sheets, meeting minutes, discussion topics, presentations, overall exhibits, and maps of the project limits for stakeholder coordination Teams Meeting. (up to one (1) meeting assumed).

c. DELIVERABLES:

- Property owner exhibits (native file, pdf, and hardcopies).
- Stakeholder meeting agendas, exhibits, and meeting minutes.

4. UTILITY COORDINATION SUPPORT

As this is a Road Bond Project, direct coordination with utilities will be conducted through the County's existing utility coordination contract with Cobb Fendley and Associates. The Engineer will provide support as described below:

a. INCORPORATE UTILITY INFORMATION INTO ALTERNATIVE ALIGNMENT EXHIBITS

- Incorporate utility information provided by others into design files.

b. UTILITY MEETINGS

- Meet with utility coordinator to identify any potential utility conflicts. [1 meeting per alternative].

c. DELIVERABLES:

- Utility information incorporated and displayed into exhibits and design files.

5. RIGHT OF WAY (ROW) AND MAPPING

a. ROW MAP:

- Prepare up to three (3) exhibits showing proposed Right-of-Way impact and number of parcels affected by proposed alignment. Exhibits will include county appraisal ownership information, approximate location of property lines, approximate location of roadway and railroad right-of-way lines, approximate contours according to county-wide LiDAR dataset and cross-sectional details (as requested). Survey deliverables will be preliminary and should not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.

b. DELIVERABLES:

- ROW Exhibits

6. SURVEYING

a. FIELD SURVEYING:

- For recommended alternative, approved by the County, prepare design-level topographic surveys and/or cross-sectional surveys to field locate found visible features, both horizontally and vertically, including drainage profiles, creek crossings, top/bottom of bank, or other significant features to facilitate floodplain analysis as identified by the project engineer. Client is to provide site right-of-entry access upon notice-to-proceed.

b. DELIVERABLES

- Mapping in 2-D and 3-D MicroStation Files (Grid or Datum)
- PDF of each Surveyor Project Notebook
- Use LiDAR for the alternative analysis study.

7. DRAINAGE STUDY

a. HYDROLOGIC/HYDRAULIC MODELING:

- Data Collection & Review: Use both FEMA and local regulatory HEC-HMS hydrologic and HEC-RAS hydraulic models and support data for Brushy Creek. The Williamson County Atlas 14 floodplain models will be used for evaluating 3 alternative locations from current low water crossings on Brushy Creek.

- Pre-Project Conditions: Modify FEMA effective and local regulatory (i.e., preliminary or final Williamson County Atlas 14) existing conditions models using the best available data (e.g., new on-the-ground topographic survey, etc.) to define pre-project conditions required for the project. Corrected effective models using Williamson Couty Atlas 14 models 1D HEC-RAS will be developed at the three locations.

- Post-Project Conditions: Modify pre-project models to perform preliminary hydraulic design of the proposed bridge and appurtenances at the three alternative locations. HEC-RAS shall be utilized for all stream modeling. The

evaluation would include to ensure 25-yr design event is passed through the bridge and no impacts to 100-yr water surface elevations and floodplain.

- Exhibits and analysis will be prepared and included in the report.
- Excavation limits and grading limits will be identified for the alternatives
- A drainage report will be provided evaluating hydraulics analysis at the three locations along with comparisons to existing conditions of water surface elevations. Comparative tables for alternative locations between existing and proposed conditions and water surface profile comparisons exhibits will be developed and included in the report. A final recommended alternative will be included in the report.

b. FEMA COORDINATION:

- Coordinate with Local Floodplain Administrator as necessary throughout the project Including one meeting with FEMA for initial assessment and input.

c. DELIVERABLES:

- Preliminary & Final Drainage Report.

8. ENVIRONMENTAL SERVICES FOR ALTERNATIVE ALIGNMENTS

a. DATA COLLECTION & FIELD RECONNAISSANCE:

For each of the proposed alternatives, the following resources will be reviewed. It is our understanding that Williamson County is interested in finding an alternative that involves the least amount of agency coordination and environmental permitting.

Obtain and update publicly available information including but not limited to: aerial photography, U.S. Geological Survey (USGS) topographic maps, Natural Resources Conservation Service (NRCS) soil surveys, National Wetland Inventory (NWI) maps, USGS National Hydrography Dataset (NHD), FEMA floodplain information, vegetation information, federal and state listed threatened and endangered species, and Edwards Aquifer. Conduct a limited regulatory records review to identify listed hazardous waste generators, treatment, storage and disposal facilities; solid waste landfills, unauthorized sites; documented spills; oil and gas exploration and production sites; and underground storage tank sites within the proposed alternatives.

- Conduct limited field reconnaissance to visually inspect the project site for additional risks and field verify environmental risks which were identified by the desktop and regulatory records review. A GPS unit will be used to record the ordinary high water mark of the stream at each proposed alternative crossing. If obvious wetlands are present, the GPS will be utilized to delineate the approximate boundaries. Please note that full environmental studies of each proposed alignment option are not being proposed at this time. The purpose of our research and limited field reconnaissance is to assess potential environmental issues that could be present within the boundaries of each alignment option and potential permitting issues that could be present based on the findings. For the purposes of the limited field reconnaissance, we anticipate a boundary of 50 ft. on either side of the proposed roadway centerline.

  A limited report will be prepared to discuss the findings of research and limited field reconnaissance. Once a preferred alternative is selected, a separate proposal will be prepared which will include the scope of work and fees associated with detailed environmental studies for the selected alternative and preparation of reports associated with the more detailed studies.

- Once the report has been prepared, a pre-application meeting will be scheduled with the U.S. Army Corps of Engineers regulatory project manager to discuss the proposed alternatives based on resources present and proposed project activities.

b. DELIVERABLES:

- Constraints Map and Environmental Permits List (which will discuss research and site reconnaissance findings and permitting considerations for all alternatives)

9. <u>EXCLUSIONS</u>

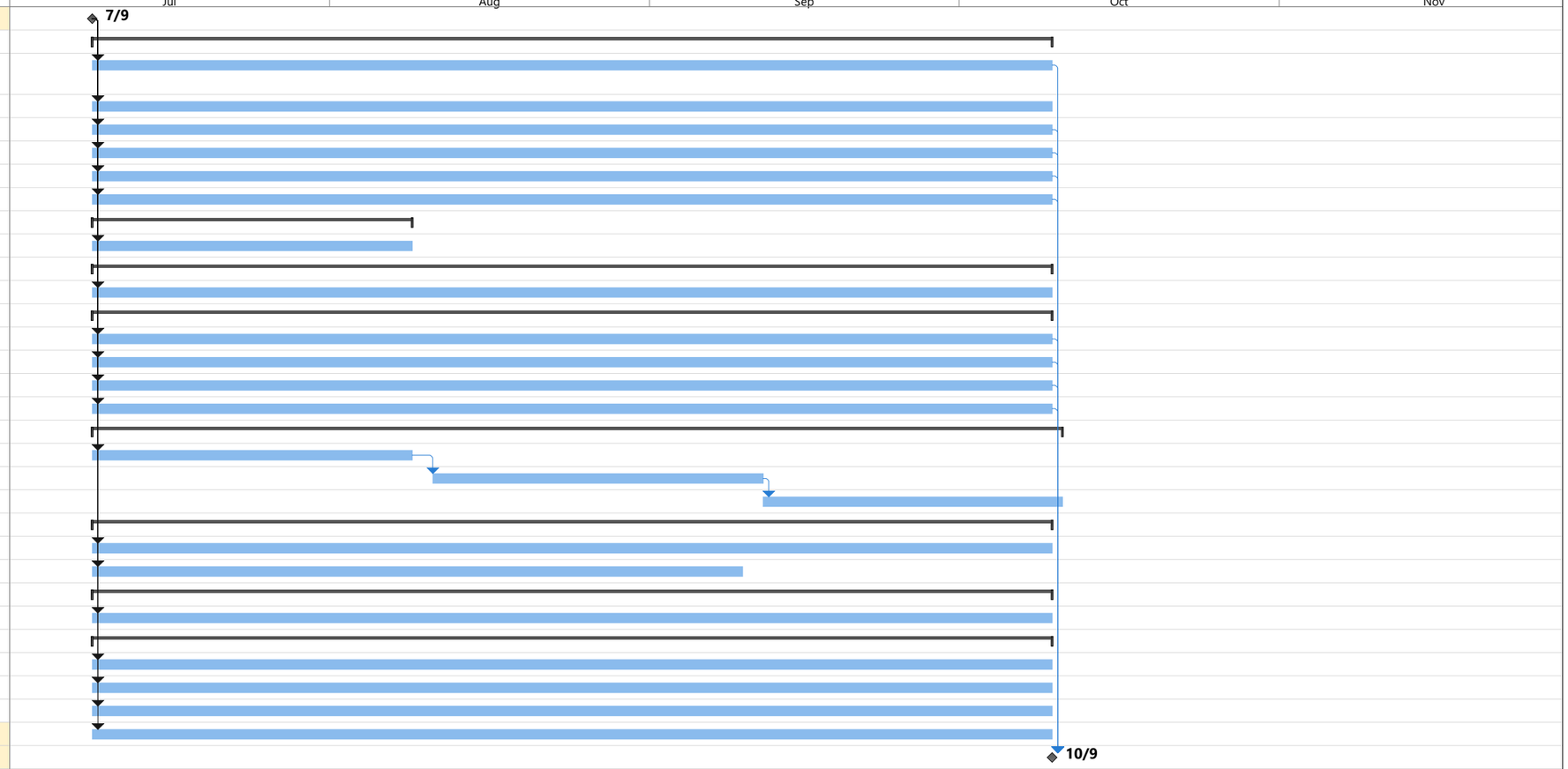
a. Plan Preparation

b. Construction Phase Services

c. Geotechnical Report and Pavement Design

Doucet & Associates, Inc, a Kleinfelder Company
Attachment C - Work Schedule
24RFQS11 Engineering Services for Williamson County Road Bond Projects
CR 123 Bridge at Brushy Creek WA2

ID	Task Name	Duration
1	Notice to Proceed	0 days
2	**Project Management**	**93 days**
3	Monthly Invoices and Progress Reports including Deliverable Table	93 days
4	Project Specific QA/QC Plan	93 days
5	Meeting Minutes, Sign-In Sheets, and Agendas	93 days
6	Project Schedule and Updates	93 days
7	Project Files	93 days
8	QA/QC Documentation with Deliverable	93 days
9	**Surveying**	**31 days**
10	Mapping in 2-D and 3-D MicroStation Files (Grid or Datum)	31 days
11	**Utility Coordination Support**	**93 days**
12	Uility information incorporated into plans and design files	93 days
13	**Environmental**	**93 days**
14	County Due Diligence	93 days
15	Data Collection & Field Reconnaissance & limited report	93 days
16	Hazardous Materials Initial Site Assessment	93 days
17	Pre-Application Meeting with USACE	93 days
18	**Route / Design Studies**	**94 days**
19	Data Collection	31 days
20	Review and Organize	32 days
21	Alternative Alignment Analysis & Report	29 days
22	**Drainage Study**	**93 days**
23	Preliminary Drainage Report	93 days
24	Final Drainage Report	63 days
25	**Right-of-Way Mapping**	**93 days**
26	Parcel and ROW Exhibits	93 days
27	**Public Involvement**	**93 days**
28	Prepare Exhibits for 1 meeting	93 days
29	1 - Meeting with Wilco in Person at HNTB	93 days
30	2 - Field Visits with Wilco	93 days
31	Review	93 days
32	Final Submittal (Final Report & Supporting Documents)	0 days
33	GEC Review after contract completion	1 day



ATTACHMENT D: FEE SCHEDULE

WILLIAMSON COUNTY

Doucet & Associates, Inc, a Kleinfelder Company

24RFQS11 Engineering Services for Williamson County Road Bond Project

Work Authorization 2: Alternative Alignment Report for CR 123 Bridge at Brushy Creek

Task	Principal Engineer (PE)	Senior Project Manager (PE)	Senior Project Engineer (PE)	Project Engineer III (PE)	Project Engineer II (PE)	Project Engineer I (PE)	Engineer Associate III	Engineer Associate II	Engineer Associate I	Sr. Civil Technician	Civil Technician	Engineering Intern	Environmental Project Manager	Guy Environmental Specialist	Seth Environmental Specialist	Project Coordinator	Principal Surveyor (RPLS)	Project Manager (RPLS)	Survey Specialist (SIT)	Survey Technician	GIS Specialist	LiDAR Specialist	LiDAR Technician	Crew of 2		Total Hours	Total Labor
Rates	$295.00	$275.00	$215.00	$195.00	$185.00	$170.00	$160.00	$150.00	$135.00	$165.00	$145.00	$90.00	$200.00	$145.00	$145.00	$135.00	$290.00	$245.00	$150.00	$125.00	$155.00	$150.00	$120.00	$170.00			
1. Project Management and Coordination	2	78	0	0	0	6	0	0	0	0	0	0	0	0	0	12									0	98	$ 23,060.00
a. PM for all communication with County/GEC		20																								20	$ 5,500.00
b. Monthly Progress Reports, Invoices , Including Deliverable Table (Assume 3 months)		6														8										14	$ 1,650.00
c. Project Specific QA/QC Plan	2	16				2																				20	$ 5,330.00
d. Project Coordination and Administration		20																								20	$ 5,500.00
e. Progress/Coordination Meetings (6 assumed)		12				4																				16	$ 3,980.00
f. Project Schedule and Updates		4														4										8	$ 1,100.00
2. Route and Design Studies	0	81	0	0	0	57	0	0	0	49	0	0	0												0	187	$ 40,050.00
a. Data Collection						4				4																8	$ 1,340.00
b. Review data collected and organize information		1				5				5																11	$ 1,950.00
d. Alternative Alignment Analysis and Report		80				48				40																168	$ 36,760.00
3. Public Involvement	0	24	18	0	0	0	0	0	0	0	0	0	18												0	60	$ 14,070.00
a. Meeting with WILCO in Person at HNTB Office (1 meeting)		6	6										6													18	$ 4,140.00
b. Property Owner Meeting (1 meeting assumed)		6																								6	$ 1,650.00
c. Field Visit with Wilco (2 meeting)		12	12										12													36	$ 8,280.00
																										0	$ -
																											$ -
4. Utility Coordination Support	0	2	0	0	6	0	0	2	0	6	0	0	0												0	16	$ 2,950.00
a. Incoporate utility inforamtion into Exhibits					4					6																10	$ 1,730.00
b. Utility Coordinator meeting (assume 1 meetings)		2			2			2																		6	$ 1,220.00
																										0	$ -
5. Right of Way and Mapping	0	0	0	0	0	0	0	0	0	0	8	0	0	0	0	1	0	2	40	7	0	0	0	0	0	58	$ 7,365.00
a. Parcel and ROW Exhibits											8					1		2	40	7						58	$ 7,365.00
																										0	$ -
7. Surveying	0	0	0	0	0	0	0	0	0	0	2	0	0	0	0	1	0	1	8	4	0	0	0	18	0	34	$ 5,005.00
a.Supplemental Design Cross Sections											2					1	0	1	8	4				18		34	$ 5,005.00
																										0	$ -
9. Drainage Study	7	0	185	0	0	0	0	92	0	0	0	0	0	0	0	8									0	292	$ 56,720.00
a. H&H Modeling			65					42																		107	$ 20,167.50
b. FEMA Coordination			16																							16	$ 3,440.00
c. Impact and mitigation analysis			65					42																		107	$ 20,167.50
e. QA/QC	7		40					8								8										63	$ 12,945.00
10. Environmental Services	0	2	0	0	0	0	0	0	0	0	0	0	9	44	12	0					6				0	73	$ 10,470.00
a. County Due Diligence																										0	$ -
b. Data Collection & Field Reconnaissance and limited report													2	40	12						2					56	$ 7,940.00
c. Hazardous Materials Initial Site Assessment														2												2	$ 290.00
d. Pre-Application Meeting with USACE (prep, coord and meeting)		2											7	2							4					15	$ 2,240.00
																										0	$ -
Total ASI Direct Labor Hours	9	187	203	0	6	63	0	94	0	55	10	0	27	44	12	22	0	3	48	11	6	0	0	18	818	818	
Percent of Total Hours	1%	23%	25%	0%	1%	8%	0%	11%	0%	7%	1%	0%	3%	5%	1%	2.7%	0.0%	0%	6%	1%	1%	0.0%	0.0%	2%	100%	100.0%	
Total DOUCET Direct Labor Cost																											**$ 159,690**

15. Direct Expenses																											$ 1,908.00
a. CLOMR FEE to FEMA																											
b. TRAFFIC CONTROL EXPENSE																											
c. DRILLER EXPENSE																											
d. LAB TESTS																											
g. ODE																											$ 1,908.00
Total Direct Expenses																											**$ 1,908.00**

Total Cost	**$ 161,598**

ATTACHMENT D: FEE SCHEDULE
WILLIAMSON COUNTY
WORK AUTHORIZATION NO. 2 PROJECT: CR 123 AT BRUSHY CREEK
Other Direct Expenses (Doucet)

Direct Expenses	Rate	Unit	Quantity	Cost
Toll Charges	$ 10.00	Day	8	$ 80.00
Mileage	$ 0.60	Miles	400	$ 240.00
			SUB TOTAL	**$ 320.00**
Environmental (Doucet)				
Airfare	$ 400.00	Each	1	$ 400.00
ERIS	$ 300.00	Each	1	$ 300.00
GPS Rental	$ 200.00	Each	1	$ 200.00
Truck Rental and Gas	$ 350.00	Miles and Rental	1	$ 350.00
Lodging	$ 110.00	Day per Staff	2	$ 220.00
Meals (Exluding alcohol & Tips and overnight stay required)	$ 59.00	Day per Staff	2	$ 118.00
			SUB TOTAL	**$ 1,588.00**
TOTAL				**$ 1,908.00**

Commissioners Court - Regular Session **35.**

Meeting Date: 07/01/2025

Northwest Williamson County MUD No 3

Submitted For: Adam Boatright **Submitted By:** Adam Boatright, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the submission of a formal protest/request for a contested case hearing and written comments, information and recommendations by legal counsel for Williamson County to the Texas Commission on Environmental Quality relating to a petition for the creation of Northwest Williamson County MUD No. 3.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

TCEQ Comment Letter - Northwest WC MUD 3

TCEQ Notice Northwest Williamson County MUD 3

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	06/26/2025 03:17 PM
Form Started By: Adam Boatright		Started On: 06/26/2025 11:24 AM
Final Approval Date: 06/26/2025		

Williamson County Courthouse
710 Main Street, Georgetown, TX 78626
512.943.1100
wilcotx.gov

JULY 1, 2025

OFFICE OF THE CHIEF CLERK
TEXAS COMMISSION ON ENVIRONMENTAL QUALITY
MC-105, TCEQ
P.O. BOX 13087
AUSTIN, TX 78711-3087

RE: NORTHWEST WILLIAMSON COUNTY MUD NO. 3
TCEQ INTERNAL CONTROL NO. D03282025062
CN: 606371516 RN: 112187430

To Whom It May Concern:

Williamson County writes in response to your notice dated April 25, 2025, copy attached, regarding the submission of a petition for the creation of the above-referenced Northwest Williamson County MUD No. 3 of Williamson County ("District"). The County opposes the creation of the proposed District unless certain conditions are met.

The County is requesting a contested case hearing.

The County understands that this is a formal protest proceeding and tenders its opinion, findings, conclusions, and any other information that would assist the TCEQ.

The County has authority over various functions – including but not limited to transportation, emergency services, and health and safety – that may be affected by the creation of the District and that the petition fails to take into account. See, e.g., Tex. Local Gov't Code §§ 232.001-.011 (county authority for road construction in subdivisions as well as other subdivision regulations); Tex. Local Gov't Code § 251.003 (county order and rulemaking authority for roads); Tex. Local Gov't Code, Chapter 233, Subchapter C (fire code in unincorporated areas); Tex. Local Gov't Code, Chapter 232, Subchapter E (infrastructure planning provisions in certain urban counties); Texas Local Gov't Code, Chapter 233, Subchapter B (building and set back lines); Tex. Local Gov't Code, Chapter 233, Subchapter E (fire code in unincorporated area); Tex. Local Gov't Code, Chapter 418 (emergency management); Tex. Transp. Code § 251.016 (general control over roads, highways and bridges); Tex. Transp. Code, Chapter 254 (drainage on public roads). Thus, the County has statutory authority under state law over numerous issues contemplated by this petition and is, therefore, an affected person. 30 Tex. Admin. Code § 55.256(b).

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For example, the County notes that, in your notice item (4), the District seeks traditional road powers including:

> "(4) purchase, construct, acquire, maintain, own, operate, repair, improve, and extend such additional facilities, including roads, park and recreational facilities, systems, plants, and enterprises as shall be consonant with all of the purposes for which the proposed District is created."

However, the District does not state that it will not convey the road, particularly the maintenance, to the County without limitation. Considering the recent legislative changes outlined below, the County no longer accepts roads from newly created MUDs into the County's maintenance system without a corresponding obligation of the MUD to maintain the road after a specified time period.

Since the 2017 and 2019 legislative sessions effectively ended unilateral annexations by cities, the fiscal burden of developmental control has fallen on counties in general. Historically in Williamson County, MUD creation included agreements between the County and the neighboring municipality that would lead to annexation of that MUD by the municipality after a stated time period, thus limiting the financial exposure of the County in relation to the MUDs. Now however, despite this legislatively created increase in financial exposure to the County by limiting the ability of cities to annex MUDs, the current tax laws cap county tax rates to such a degree that the ability to address growth by counties is severely hampered. Because of these fiscal constraints, new residents of the County, such as those residing in this proposed District, should not shift the cost of development onto the current residents and the County's position and recommendation is that the proposed District help bear the continued cost of its development. This is consistent with recent efforts by the County to share costs between the County and legislatively created MUDs through the enacting legislation and/or Consent and Development Agreements.

For legislatively created MUDs, Williamson County, with the help of Senator Schwertner, has addressed this increased fiscal burden on the County by successfully negotiating Consent and Development Agreements that provide cost sharing between the County, the property developer/owner, and the MUD. The following paragraph from such agreements include standard terms relating to roads and the County argues should also apply to the TCEQ created MUDs for equity and public health and safety:

> ROADS
>
> The County has adopted a Long-Range Transportation Plan ("LRTP") which provides for the planning and future construction of certain road corridors within the County ("Corridor Project"). The County request that the Owner will convey, or cause to be conveyed, by special warranty deed, in fee simple and free and clear of all liens and encumbrances, to County, at no cost to the County, 100% of the right-of-way required for any roads which are shown within the boundaries of the Land as Corridor Projects in the LRTP within either 30 days after the final alignment for any Corridor Project is set; or, in the case that a final alignment for any Corridor Project has not been set, prior to the approval of any preliminary plat containing any Corridor Project within or directly adjacent to the Land.
>
> Furthermore, the Owner will dedicate to the County, in fee simple and free and clear of all liens and encumbrances, at no cost to the County, through plat or otherwise, as determined by the County, 100% of the right-of-way required for any roads which are

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shown within the boundaries of the Land as arterial roadways ("Arterial(s)") in the LRTP. The County agrees that it or another governmental entity will be responsible for the design and construction of any Corridor Project and paying the cost for same. The District shall be solely responsible for any maintenance, repair or reconstruction or both of any Subdivision Road, including paying the cost for same, and, except for traffic operations, the County shall not be responsible those items.

Additionally, MUDs will place an even greater burden on law enforcement, emergency medical, fire and animal control services that are already very strained in the county and that, not only will the health and safety of the residents of the developer's MUD be affected, all other residents for which the county provides such services will also be affected. The first MUD in Williamson County came in 1974 and in the last 10 years the number of MUDs has almost doubled versus the previous 38 years, growing from 41 MUDs to 80 and acreage has increased by 15,620 acres (72% increase) in the last 10 years. In the last 20 years the numbers of MUDs have grown by 627% (from 11 to 80 MUDs) and acreage has grown by 319% (8,926 to 37,373 acres). The burden is too great on the County without the long- term commitment of the MUDS to also bear the burden of growth on the services normally provided by cities and now attempting to be shifted to the County.

In conclusion, the County believes that all MUDs created within the County should have the same or similar provisions that are set out in the County's Consent and Development Agreements regardless of whether they are created by the Legislature or created by the TCEQ. Therefore, the provisions required in either the legislation or Consent and Development Agreements should also be included in a TCEQ created MUD, thus allowing all County residents, especially those living in MUDs, to be treated fairly and equally.

As referenced above, the County opposes the creation of this MUD and requests a contested case hearing.

Sincerely,

Steven Snell
Williamson County Judge

Enc.

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

NOTICE OF DISTRICT PETITION
TCEQ INTERNAL CONTROL NO. D-03282025-062

PETITION. Florence FM 970 Ventures, LLC, a Texas limited liability company, (Petitioner) filed a petition for creation of Northwest Williamson County Municipal Utility District No. 3 (District) with the Texas Commission on Environmental Quality (TCEQ). The petition was filed pursuant to Article XVI, §59 of the Constitution of the State of Texas; Chapters 49 and 54 of the Texas Water Code; 30 Texas Administrative Code Chapter 293; and the procedural rules of the TCEQ.

The petition states that: (1) the Petitioner holds title to a majority in value of the land to be included in the proposed District; (2) there is one lienholder, JLE Investments, L.P., on the property to be included in the proposed District and information provided indicates that the lienholder consents to the creation of the proposed District; (3) the proposed District will contain approximately 161.67 acres located within Williamson County, Texas; and (4) the land within the proposed District is within the extraterritorial jurisdiction of the City of Florence.

By Resolution No. 2025-04, passed and approved on January 7, 2025, the City of Florence, Texas, gave its consent to the creation of the proposed District, pursuant to Texas Water Code §54.016.

The territory to be included in the proposed District is depicted in the vicinity map designated as Exhibit "A", which is attached to this document.

The petition further states that the proposed District will: (1) purchase, design, construct, acquire, maintain, own, operate, repair, improve, and extend a waterworks and sanitary sewer system for residential and commercial purposes; (2) construct, acquire, improve, extend, maintain, and operate works, improvements, facilities, plants, equipment, and appliances helpful or necessary to provide more adequate drainage for the proposed District; (3) control, abate, and amend local storm waters or other harmful excesses of water; and (4) purchase, construct, acquire, maintain, own, operate, repair, improve, and extend such additional facilities, including roads, park and recreational facilities, systems, plants, and enterprises as shall be consonant with all of the purposes for which the proposed District is created.

According to the petition, a preliminary investigation has been made to determine the cost of the project, and it is estimated by the Petitioner that the cost of said project will be approximately $48,200,000 ($44,100,000 for water, wastewater, and drainage, $3,400,000 for roads, and $700,000 for recreational facilities).

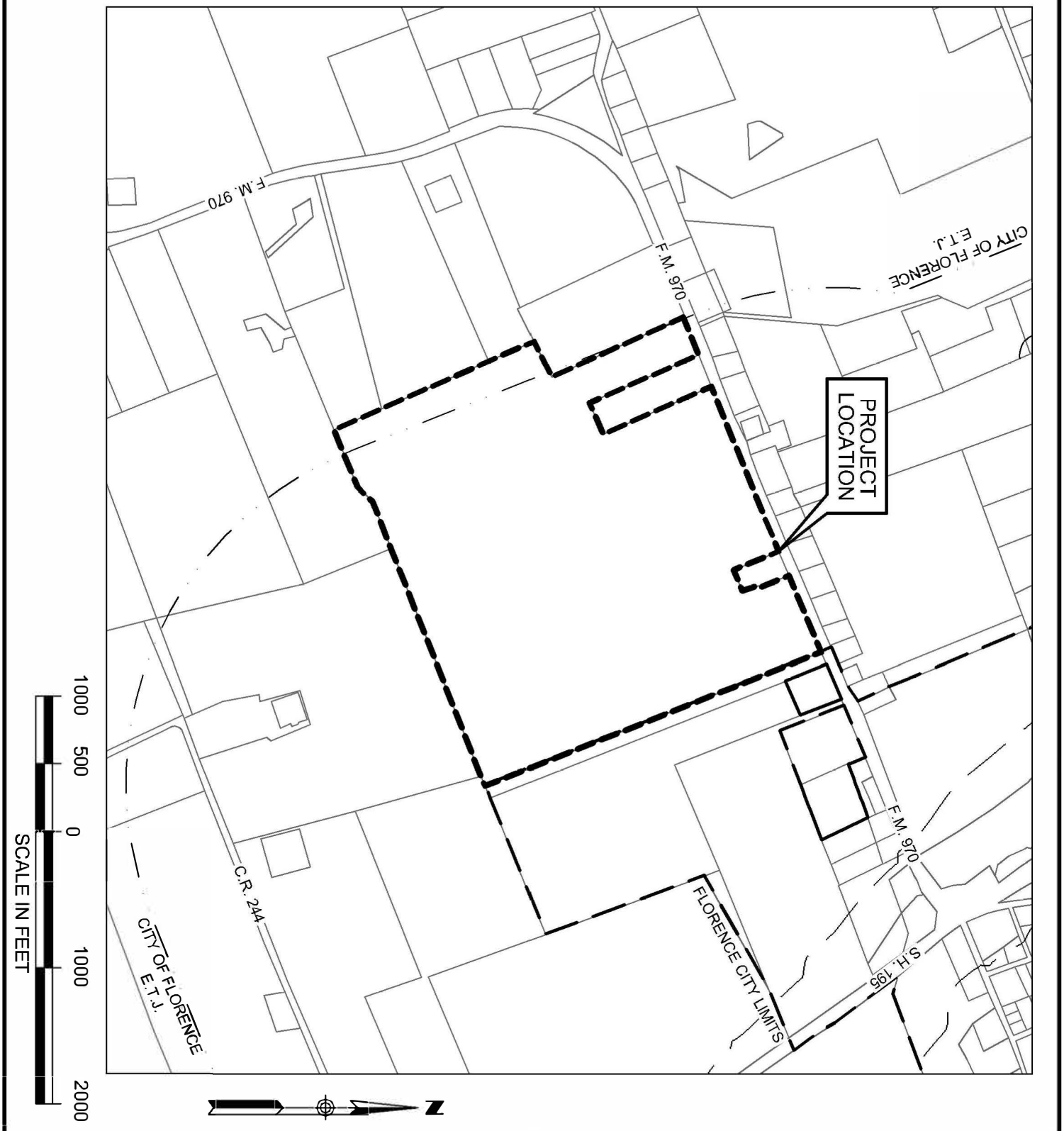
CONTESTED CASE HEARING. The TCEQ may grant a contested case hearing on this petition if a written hearing request is filed within 30 days after the newspaper publication of this notice.

To request a contested case hearing, you must submit the following: (1) your name (or for a group or association, an official representative), mailing address, daytime phone number, and fax number, if any; (2) the name of the Petitioners and the TCEQ Internal Control Number; (3) the statement "I/we request a contested case hearing"; (4) a brief description of how you would be affected by the petition in a way not common to the general public; and (5) the location of your property relative to the proposed District's boundaries. You may also submit your proposed adjustments to the petition which would satisfy your concerns. Requests for a contested case hearing must be submitted in writing to the Office of the Chief Clerk at the address provided in the information section below.

The Executive Director may approve the petition unless a written request for a contested case hearing is filed within 30 days after the newspaper publication of this notice. If a hearing request is filed, the Executive Director will not approve the petition and will forward the petition and hearing request to the TCEQ Commissioners for their consideration at a scheduled Commission meeting. If a contested case hearing is held, it will be a legal proceeding similar to a civil trial in state district court.

INFORMATION. Written hearing requests should be submitted to the Office of the Chief Clerk, MC-105, TCEQ, P.O. Box 13087, Austin, TX 78711-3087. For information concerning the hearing process, please contact the Public Interest Counsel, MC-103, at the same address. General information regarding TCEQ can be found at our web site http://www.tceq.texas.gov/.

Issued: **April 25, 2025**



LJA Engineering, Inc.
7500 Rialto Boulevard, Building II
Suite 100
Austin, Texas 78735
Phone 512.439.4700
Fax 512.439.4716
FRN - F-1386

NORTHWEST WILLIAMSON COUNTY M.U.D. #3

WILLIAMSON COUNTY, TX.

EXHIBIT "A" - LOCATION MAP

WCM-3-LOCATION MAP.dwg

1 OF 1

I:\A47410408 (Florence)\MUD\WCM-3-LOCATION MAP.dwg

Commissioners Court - Regular Session **36.**

Meeting Date: 07/01/2025

Preliminary plat for the Pine Hurst Estates 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 the Pine Hurst Estates subdivision – Precinct 2.

Background

This proposed subdivision consists of 19 single family lots and 3,595 feet of new public roads on 46.9 acres.

Timeline

2025-02-26 – initial submittal of the preliminary plat
2025-03-27 – 1st review complete with comments
2025-06-10 – 2nd submittal of preliminary plat
2025-06-24 – 2nd review complete with comments
2025-06-25 – 3rd submittal of preliminary plat
2025-06-25 – 3rd review complete with comments clear
2025-06-26 – preliminary plat placed on the July 1, 2025, Commissioners Court agenda for consideration

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Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

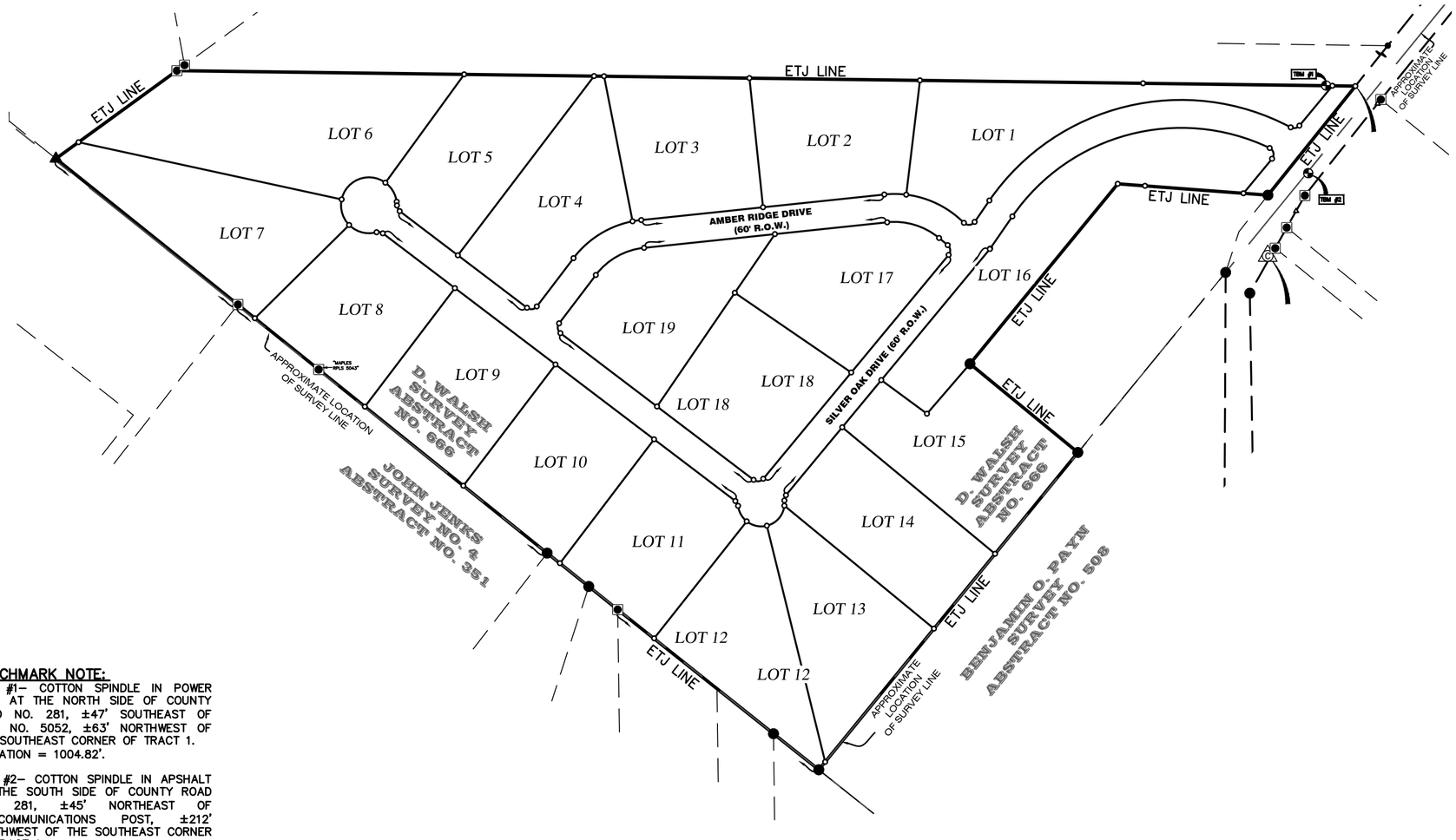
preliminary plat - Pine Hurst Estates

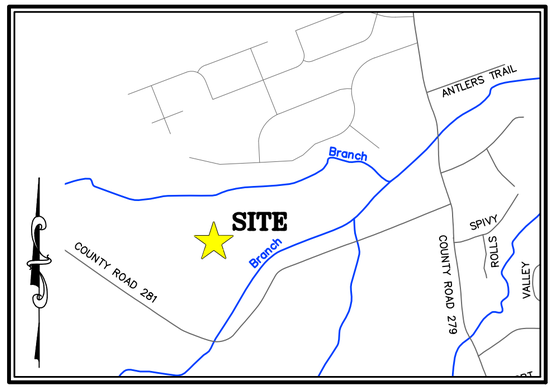
Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	06/26/2025 03:17 PM
Form Started By: Adam Boatright		Started On: 06/26/2025 11:30 AM
Final Approval Date: 06/26/2025		

PINE HURST ESTATES
Williamson County, Texas

PRELIMINARY PLAT





VICINITY MAP

SCALE: 1" = 2000'

LOT SUMMARY TABLE:

LOT 1	– RESIDENTIAL	2.3928 ACRES	(104,234 SQ. FT.)
LOT 2	– RESIDENTIAL	2.0026 ACRES	(87,232 SQ. FT.)
LOT 3	– RESIDENTIAL	2.0111 ACRES	(87,604 SQ. FT.)
LOT 4	– RESIDENTIAL	2.0257 ACRES	(88,239 SQ. FT.)
LOT 5	– RESIDENTIAL	2.0085 ACRES	(87,489 SQ. FT.)
LOT 6	– RESIDENTIAL	3.3544 ACRES	(146,113 SQ. FT.)
LOT 7	– RESIDENTIAL	2.4381 ACRES	(106,204 SQ. FT.)
LOT 8	– RESIDENTIAL	2.0044 ACRES	(87,313 SQ. FT.)
LOT 9	– RESIDENTIAL	2.0114 ACRES	(87,619 SQ. FT.)
LOT 10	– RESIDENTIAL	2.0166 ACRES	(87,845 SQ. FT.)
LOT 11	– RESIDENTIAL	2.0171 ACRES	(87,866 SQ. FT.)
LOT 12	– RESIDENTIAL	2.0124 ACRES	(87,660 SQ. FT.)
LOT 13	– RESIDENTIAL	2.0353 ACRES	(88,659 SQ. FT.)
LOT 14	– RESIDENTIAL	2.0374 ACRES	(88,748 SQ. FT.)
LOT 15	– RESIDENTIAL	2.3252 ACRES	(101,284 SQ. FT.)
LOT 16	– RESIDENTIAL	2.7894 ACRES	(121,504 SQ. FT.)
LOT 17	– RESIDENTIAL	2.0156 ACRES	(87,799 SQ. FT.)
LOT 18	– RESIDENTIAL	2.0060 ACRES	(87,382 SQ. FT.)
LOT 19	– RESIDENTIAL	2.0121 ACRES	(87,647 SQ. FT.)
R.O.W.	–	5.4274 ACRES	(236,417 SQ. FT.)
TOTAL	–	46.9435 ACRES	(2,044,858 SQ. FT.)

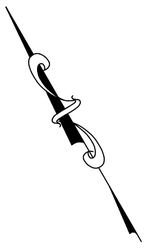
LINEAR FEET OF NEW STREETS:		3,664 L.F.
AMBER RIDGE DRIVE	–	1,059 L.F.
SILVER OAK DRIVE	–	2,605 L.F.

* NEW STREET LINEAR FEET IS MEASURED FROM CENTERLINE OF R.O.W. INTERSECTIONS.

BENCHMARK NOTE:

TBM #1– COTTON SPINDLE IN POWER POLE AT THE NORTH SIDE OF COUNTY ROAD NO. 281, ±47' SOUTHEAST OF TREE NO. 5052, ±63' NORTHWEST OF THE SOUTHEAST CORNER OF TRACT 1.
ELEVATION = 1004.82'.

TBM #2– COTTON SPINDLE IN APSHALT ON THE SOUTH SIDE OF COUNTY ROAD NO. 281, ±45' NORTHEAST OF TELECOMMUNICATIONS POST, ±212' SOUTHWEST OF THE SOUTHEAST CORNER OF TRACT 1.
ELEVATION = 1008.07'.



0 200 400
100 300
GRAPHIC SCALE: 1" = 200'

BEARING BASIS:

ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, GRID NORTH, CENTRAL ZONE, (4203), NAD83, ALL DISTANCES WERE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 1.000145172102.

SURVEY CONTROL:

CONTROL FOR THIS SURVEY IS BASED ON A 1/2" IRON ROD WITH "4WARD CONTROL" CAP SET, GRID COORDINATES (STATE PLANE TEXAS CENTRAL – 4203) AND ELEVATIONS (NAVD88) SHOWN HEREON WERE COMPUTED FROM NGS O.P.U.S. SOLUTION REPORT DERIVED FROM 4WARD STATIC DATA COLLECTED JUNE 20, 2022.

FLOODPLAIN NOTE:

THIS PROPERTY IS LOCATED WITHIN ZONE 'X', AREAS OF MINIMAL FLOOD HAZARD, AND WITHIN ZONE "A", SPECIAL FLOOD HAZARD AREA WITHOUT BASE FLOOD ELEVATIONS DETERMINED AS SHOWN ON F.I.R.M. MAP NO. 48491C0435F & 48491C0245F, WILLIAMSON COUNTY, TEXAS AND INCORPORATED AREAS, MAP REVISED DECEMBER 20, 2019.

THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR THE STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

STREET NAME	ROW WIDTH (FT)	PAVEMENT WIDTH (FT)	SHOULDER OR RIBBON CURB	LENGTH OF ROADWAY (FT)	DESIGN SPEED (MPH)	MAINTENANCE AUTHORITY	ROAD TYPE	CLASSIFICATION
SILVER OAK DRIVE	60	22	4' Shoulders	1527	35	Public	Rural	Minor Collector
SILVER OAK DRIVE	60	20	18" Ribbon Curb	1009	25	Public	Rural	Local Road
AMBER RIDGE DRIVE	60	20	18" Ribbon Curb	1059	25	Public	Rural	Local Road

SUBMITTAL DATE: FEBRUARY 26, 2025

4WARD Land Surveying
A Limited Liability Company
PO Box 90876, Austin Texas 78709
INFO@4WARDLS.COM (512) 537-2384
TBPELS FIRM #10174300

Date:	6/25/2025
Project:	01744
Scale:	1" = 150'
Reviewer:	PG
Tech:	CC
Field Crew:	JCR/KDL
Survey Date:	NOV. 2023
Sheet:	1 OF 4

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APPROXIMATE LOCATION OF ATLAS 14, 100 YEAR FLOODPLAIN (SLANT HATCH AREA)

APPROXIMATE LOCATION OF ZONE "A" AS SHOWN ON FEMA FLOOD MAP (DOT SHADED AREA)

BLOCK "B"
SILVER CREEK RANCH PHASE FIVE
CAB. "V", SLDS. 327-328
P.R.W.C.T.

LOT 25

LOT 27

LOT 26

{N86°20'00"E 20.06'}
N83°57'08"E 20.27'

CALLED 33.30 ACRES
MARGARET J. BECKETT TRUST
DOC. NO. 1996026128
O.P.R.W.C.T.

(S56°51'46"E 2,529.33')
S59°15'03"E 2,529.59'

421.31'
195.49'
278.59'
312.06'

15' DRAINAGE EASEMENT HEREBY DEDICATED

15' DRAINAGE EASEMENT HEREBY DEDICATED

7.5'
7.5'

{N86°20'00"E 324.94'}
(N86°20'00"E 324.94')
N83°57'08"E 321.11'
261.03'

{N21°23'49"W
N21°11'12"W 142.66'}
142.74'

60.08'

S47°43'54"E 577.93'

[B]

LOT 6

LOT 5

LOT 3

LOT 4

N66°01'37"E 287.57'

N67°13'06"E 483.09'

21.57'

S18°52'53"W 317.49'

1014
1020
1026
1032

C28
C29
C27
C8
C9
C10
C7
C26
60'

10' P.U.E.
25' B.S.L.
262.81'

C31
C30
C12
C34
C19
282.22'

AMBER RIDGE DRIVE (60' R.O.W.)

{N21°23'49"W
N21°11'12"W 500.79'}
500.89'

N21°16'11"W 500.79'

LOT 7

LOT 1
MELCHOR ESTATES
DOC. NO. 2017034786
O.P.R.W.C.T.

1038

N75°17'47"E 284.55'

156.81'

S22°46'54"E 343.23'

25' B.S.L.

186.42'

10' P.U.E.

194.42'

10' P.U.E.

C11
N67°13'06"E 175.27'
L6
13'

10' P.U.E.

46.68'

1044

LOT 8

LOT 19

C18

10' P.U.E.

N64°21'14"E 448.40'
295.73'

1026

175.71'

"MAPLES RPLS 5043"

127.24'

APPROXIMATE LOCATION OF SURVEY LINE

S67°13'06"W 319.49'

N22°46'54"W 950.22'

25' B.S.L.

271.07'

260.38'

25' B.S.L.

LOT 9

LOT 18

N22°46'54"W 520.75'

260.38'

N22°46'54"W 1,057.13'

265.69'

219.04'

MATCHLINE

D. WALSH SURVEY ABSTRACT NO. 666

N67°13'06"E 326.97'

LOT 10

N67°13'06"E 334.24'

1038

N21°12'04"W 851.51'

271.18'

230.71'

35.09'

LOT 11

JOHN JENKS SURVEY NO. 4 ABSTRACT NO. 351

N21°17'18"W 194.02'

79.38'

79.56'

99.60'

S68°22'31"W 320.76'

LOT 12

N21°27'31"W 328.00'

551.82'

CALLED 10.669 ACRES
OWNER:
JORDAN AND NICHOLE MELCHOR
DOC. NO. 2016107130
O.P.R.W.C.T.

CALLED 16.72 ACRES
(TRACT 1)
MORRIS G. MELCHOR AND
LISA C. MELCHOR
DOC. NO. 2016107190
O.P.R.W.C.T.

CALLED 8.3 ACRES
(TRACT 1)
DAVID WISIAN
DOC. NO. 2010016412
O.P.R.W.C.T.

CALLED 6.0 ACRES
ALEX W. TRUMP &
ALYSSA D. TRUMP
DOC. NO. 202304259
O.P.R.W.C.T.

CALLED 7.0 ACRES
FREDDIE M. VAUGHN
DOC. NO. 2000027447
O.P.R.W.C.T.

[A]

[A]
CALLED 1.016 ACRES
WESLEE ROCCO
DOC. NO. 2022098934
O.P.R.W.C.T.

[B]
CALLED 138.34 ACRES
WILLIAMSON COUNTY
DOC. NO. 2019065256
O.P.R.W.C.T.

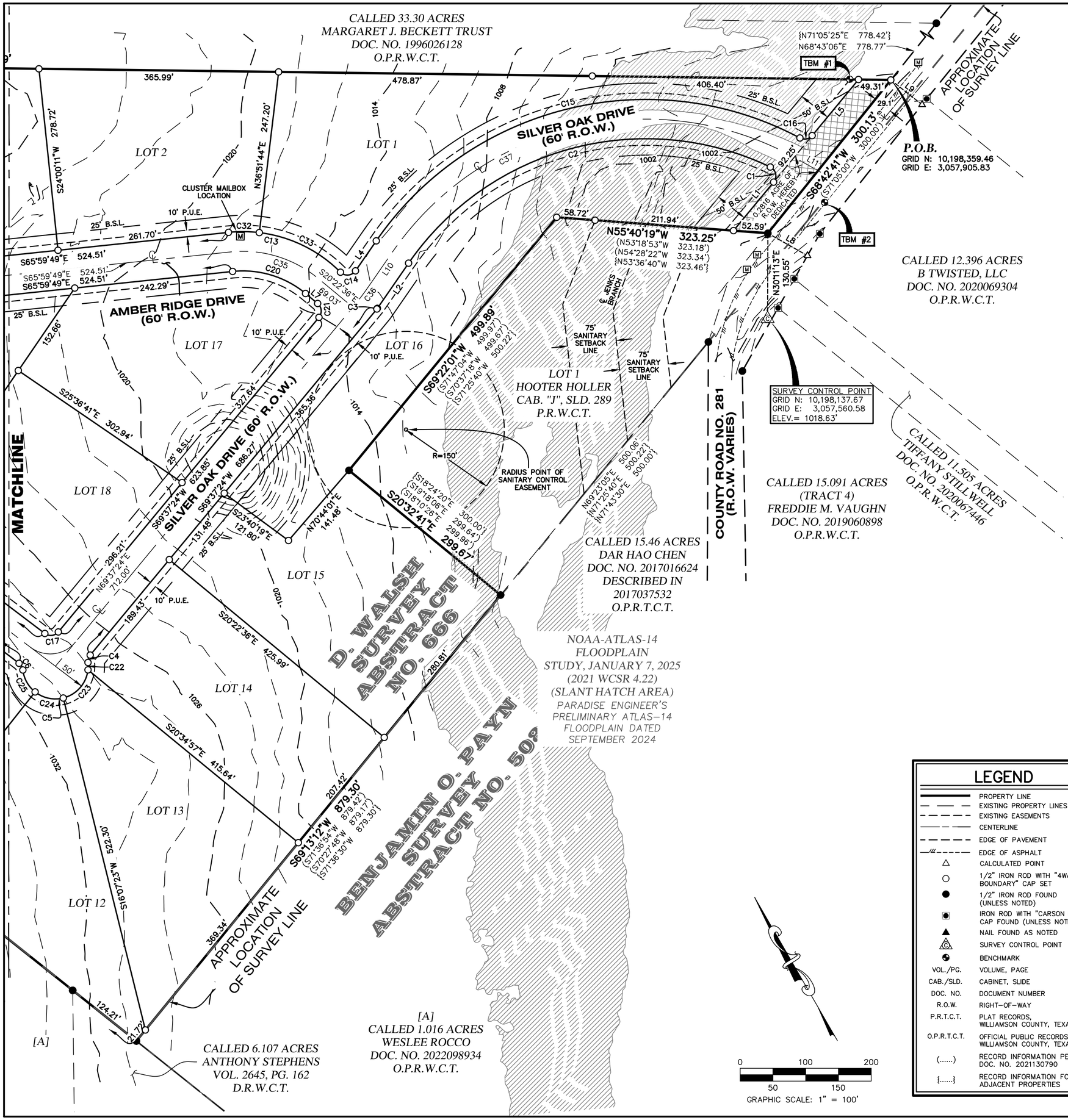
0 100 200
50 150
GRAPHIC SCALE: 1" = 100'

PINE HURST ESTATES
Williamson County, Texas

4WARD Land Surveying
A Limited Liability Company
PO Box 90876, Austin Texas 78709
INFO@4WARDLS.COM (512) 537-2384
TBPELS FIRM #10174300

Date:	6/25/2025
Project:	01744
Scale:	1" = 100'
Reviewer:	PG
Tech:	CC
Field Crew:	JCR/KDL
Survey Date:	NOV. 2023
Sheet:	2 OF 4

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CURVE TABLE					
CURVE #	RADIUS	LENGTH	DELTA	BEARING	DISTANCE
C1	15.00'	27.22'	103°58'57"	N17°35'11"E	23.64'
C2	440.00'	621.82'	80°58'18"	N74°53'27"W	571.35'
C3	15.00'	1.31'	5°00'00"	S67°07'24"W	1.31'
C4	15.00'	12.09'	46°11'13"	S46°31'48"W	11.77'
C5	50.00'	157.05'	179°58'08"	N66°34'45"W	100.00'
C6	15.00'	12.09'	46°11'13"	N00°18'43"E	11.77'
C7	15.00'	13.91'	53°07'48"	N49°20'48"W	13.42'
C8	60.00'	291.61'	278°27'51"	N63°19'14"E	78.36'
C9	60.00'	8.16'	7°47'45"	S26°27'02"W	8.16'
C10	15.00'	13.91'	53°07'48"	S03°47'00"W	13.42'
C11	15.00'	23.56'	90°00'00"	S67°46'54"E	21.21'
C12	210.00'	171.47'	46°47'05"	S89°23'21"E	166.75'
C13	210.00'	187.59'	51°10'56"	S40°24'21"E	181.42'
C14	15.00'	26.33'	100°33'43"	S65°05'45"E	23.08'
C15	500.00'	728.26'	83°27'08"	S73°39'02"E	665.57'
C16	15.00'	20.55'	78°29'53"	S71°10'24"E	18.98'
C17	15.00'	22.93'	87°35'42"	N66°34'45"W	20.76'
C18	15.00'	23.56'	90°00'00"	N22°13'06"E	21.21'
C19	150.00'	122.48'	46°47'05"	S89°23'21"E	119.11'
C20	150.00'	119.43'	45°37'13"	S43°11'13"E	116.30'
C21	15.00'	23.56'	90°00'00"	S24°37'24"W	21.21'
C22	50.00'	11.28'	12°55'27"	S29°53'55"W	11.25'
C23	50.00'	60.88'	69°45'45"	S71°14'31"W	57.19'
C24	50.00'	45.60'	52°15'07"	N47°45'03"W	44.03'
C25	50.00'	39.30'	45°01'49"	N00°53'25"E	38.29'
C26	60.00'	64.10'	61°12'29"	N45°18'28"W	61.09'
C27	60.00'	59.66'	56°58'19"	N13°46'56"E	57.23'
C28	60.00'	119.13'	113°45'32"	S80°51'08"E	100.50'
C29	60.00'	48.72'	46°31'32"	S00°42'37"E	47.39'
C30	210.00'	152.70'	41°39'46"	N88°02'59"E	149.36'
C31	210.00'	18.77'	5°07'18"	S68°33'28"E	18.77'
C32	210.00'	47.13'	12°51'33"	S59°34'03"E	47.03'
C33	210.00'	142.54'	38°53'29"	S33°41'31"E	139.82'
C34	180.00'	146.98'	46°47'05"	S89°23'21"E	142.93'
C35	180.00'	143.32'	45°37'13"	S43°11'13"E	139.56'
C36	470.00'	41.02'	5°00'00"	N67°07'24"E	41.00'
C37	470.00'	696.88'	84°57'15"	S72°53'58"E	634.78'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N69°34'39"E	96.17'
L2	S64°37'24"W	83.86'
L3	N67°13'06"E	130.27'
L4	N64°37'24"E	55.76'
L5	N69°34'39"E	111.12'
L6	N67°13'06"E	130.27'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L7	S20°22'36"E	24.03'
L8	S30°33'08"E	69.43'
L9	S21°38'03"E	60.84'
L10	N64°37'24"E	62.69'
L11	S30°25'21"E	62.88'

LEGEND

- PROPERTY LINE
- EXISTING PROPERTY LINES
- EXISTING EASEMENTS
- CENTERLINE
- EDGE OF PAVEMENT
- EDGE OF ASPHALT
- △ CALCULATED POINT
- ○ 1/2" IRON ROD WITH "4WARD BOUNDARY" CAP SET
- ● 1/2" IRON ROD FOUND (UNLESS NOTED)
- ◉ IRON ROD WITH "CARSON BUSH" CAP FOUND (UNLESS NOTED)
- ▲ NAIL FOUND AS NOTED
- SURVEY CONTROL POINT
- BENCHMARK
- VOL./PG. VOLUME, PAGE
- CAB./SLD. CABINET, SLIDE
- DOC. NO. DOCUMENT NUMBER
- R.O.W. RIGHT-OF-WAY
- P.R.T.C.T. PLAT RECORDS, WILLIAMSON COUNTY, TEXAS
- O.P.R.T.C.T. OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS
- (.....) RECORD INFORMATION PER DOC. NO. 2021130790
- {.....} RECORD INFORMATION FOR ADJACENT PROPERTIES

PINE HURST ESTATES
Williamson County, Texas

4WARD Land Surveying
A Limited Liability Company
PO Box 90876, Austin Texas 78709
INFO@4WARDLS.COM (512) 537-2384
TBPELS FIRM #10174300

Date:	6/25/2025
Project:	01744
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Survey Date:	NOV. 2023
Sheet:	3 OF 4

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ENGINEER'S CERTIFICATION:

A CERTIFIED STATEMENT BY THE ENGINEER IS PROVIDED AS FOLLOWS.

THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §

THAT I, MAHMOUD SAM DEHAYBI, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING, AND DO HEREBY STATE THAT THIS PLAT CONFORMS WITH THE APPLICABLE ORDINANCES OF THE CITY OF LEANDER, TEXAS.

_____

MAHMOUD SAM DEHAYBI, P.E. DATE
REGISTERED PROFESSIONAL ENGINEER
NO. 135725, STATE OF TEXAS
PARADISE ENGINEERS
5900 BALCONES DRIVE SUITE 100
AUSTIN, TEXAS 78731

SURVEYOR'S CERTIFICATION:

THAT I, PAUL GUERRERO, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF LAND SURVEYING AND HEREBY STATE 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 ALL CITY OF LEANDER ORDINANCE AND CODES, AND THAT ALL EXISTING EASEMENTS OF RECORD AS FOUND ON THE TITLE POLICY PROVIDED BY FIRST AMERICAN TITLE INSURANCE COMPANY TITLE COMMITMENT GF NO. 202103143 (EFFECTIVE 10/29/21), WHICH AFFECT THIS SUBDIVISION IS SHOWN.

PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT. FOR REVIEW PURPOSES ONLY.

_____

PAUL GUERRERO DATE
REGISTERED PROFESSIONAL SURVEYOR
NO. 5992 STATE OF TEXAS

LEGAL DESCRIPTION

BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 46.9435 ACRES (2,044,858 SQUARE FEET) OUT OF THE D. WALSH SURVEY, ABSTRACT NO. 666, IN WILLIAMSON COUNTY, TEXAS, CONVEYED TO SVBLUEBONNET VENTURES, LLC IN DOCUMENT NO. 2021130790 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), SAID 46.9435 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, AT A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET IN THE NORTH RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 281 (RIGHT-OF-WAY VARIES) BEING THE SOUTHEAST CORNER OF A CALLED 33.30 ACRES TRACT CONVEYED TO MARGARET J. BECKETT TRUST IN DOCUMENT NO. 1996026128 (O.P.R.W.C.T.), AND BEING THE SOUTHEAST CORNER AND POINT OF BEGINNING HEREOF, FROM WHICH A 1/2-INCH IRON ROD FOUND IN THE NORTH RIGHT-OF-WAY LINE OF SAID COUNTY ROAD NO. 281 AND BEING THE SOUTHEAST CORNER OF SAID 33.30 ACRES TRACT BEARS, N68°43'06"E A DISTANCE OF 778.77 FEET;

THENCE, WITH THE NORTH RIGHT-OF-WAY LINE OF SAID COUNTY ROAD NO. 281, S68°42'41"W, A DISTANCE OF 300.13 FEET TO A 1/2-INCH IRON ROD FOUND IN THE NORTH RIGHT-OF-WAY LINE OF SAID COUNTY ROAD NO. 281, BEING THE MOST EASTERLY CORNER OF LOT 1, HOOTER HOLLER, A SUBDIVISION RECORDED IN CABINET J, SLIDE 289 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS (P.R.W.C.T.), AND BEING AND ANGLE POINT HEREOF;

THENCE, IN PART WITH THE NORTH AND WEST LINE OF SAID LOT 1 AND THE SOUTH LINE OF SAID 46.9435 ACRES TRACT, THE FOLLOWING THREE (3) COURSES AND DISTANCES:

1) N55°40'19"W, A DISTANCE OF 323.25 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR THE NORTHEAST CORNER OF SAID LOT 1 AND BEING AN ANGLE POINT IN THE SOUTH LINE OF SAID 46.9435 ACRES TRACT HEREOF,
2) S69°22'01"W, A DISTANCE OF 499.89 FEET TO A 1/2-INCH IRON ROD FOUND FOR THE NORTHWEST CORNER OF SAID LOT 1 AND BEING AN ANGLE POINT IN THE SOUTH LINE OF SAID 46.9435 ACRES TRACT, AND
3) S20°32'41"E, A DISTANCE OF 299.67 FEET TO A 1/2-INCH IRON ROD FOUND IN THE NORTH LINE OF A CALLED 15.46 ACRES TRACT CONVEYED TO DAR HAO CHEN IN DOCUMENT NO. 2017016624 (O.P.R.W.C.T.), BEING THE SOUTHWEST CORNER OF SAID LOT 1 AND BEING AND ANGLE POINT IN THE SOUTH LINE OF SAID 46.9435 ACRES TRACT;

THENCE, WITH THE NORTH LINE OF SAID 15.46 ACRES TRACT AND THE SOUTH LINE OF SAID 46.9435 ACRES TRACT, S69°13'12"W, A DISTANCE OF 879.30 FEET TO A 1/2-INCH IRON ROD FOUND FOR THE SOUTHWEST CORNER HEREOF, BEING IN THE EAST LINE OF A CALLED 6.107 ACRES TRACT CONVEYED TO ANTHONY STEPHENS IN VOLUME 2645, PAGE 162 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS (D.R.W.C.T.), AND BEING THE NORTHWEST CORNER OF SAID 15.46 ACRES TRACT;

THENCE, LEAVING THE NORTHWEST CORNER OF SAID 15.46 ACRES TRACT, WITH THE WEST LINE OF SAID 46.9435 ACRES TRACT, THE FOLLOWING FOUR (4) COURSES AND DISTANCES:

1) N21°27'31"W, A DISTANCE OF 551.82 FEET TO A 1/2-INCH IRON ROD WITH "CARSON BUSH" CAP FOUND FOR AN ANGLE POINT HEREOF,
2) N21°17'18"W, A DISTANCE OF 194.02 FEET TO A 1/2-INCH IRON ROD FOUND FOR AN ANGLE POINT HEREOF,
3) N21°12'04"W, A DISTANCE OF 851.51 FEET TO A 1/2-INCH IRON ROD WITH "CARSON BUSH" CAP FOUND FOR AN ANGLE POINT HEREOF, AND
4) N21°16'11"W, A DISTANCE OF 500.79 FEET TO A MAG NAIL FOUND FOR THE MOST WESTERLY CORNER HEREOF, BEING THE SOUTHWEST CORNER OF LOT 26, BLOCK B, SILVER CREEK RANCH PHASE FIVE, A SUBDIVISION RECORDED IN CABINET V, SLIDES 327-328 (P.R.W.C.T.), AND BEING IN THE EAST LINE OF LOT 1, MELCHOR ESTATES, A SUBDIVISION RECORDED IN DOCUMENT NO. 2017034786 (O.P.R.T.C.T.), FROM WHICH A 1/2-INCH IRON ROD WITH "CARSON BUSH" CAP FOUND IN THE WEST LINE OF SAID LOT 26, AND BEING THE NORTHEAST CORNER OF SAID LOT 1, MELCHOR ESTATES BEARS, N21°11'12"W, A DISTANCE OF 142.74 FEET;

THENCE, LEAVING THE NORTH LINE OF SAID LOT 1, MELCHOR ESTATES, WITH THE SOUTH LINE OF SAID LOT 26 AND THE NORTH LINE OF SAID 46.9435 ACRES TRACT, N83°57'08"E, A DISTANCE OF 321.11 FEET TO A 1/2-INCH IRON ROD WITH "CARSON BUSH" CAP FOUND FOR THE NORTHEAST CORNER HEREOF, FROM WHICH A 1/2-INCH IRON ROD WITH "CARSON BUSH" CAP FOUND FOR THE SOUTHEAST CORNER OF SAID LOT 26, BEING THE SOUTHWEST CORNER OF LOT 25 OF SAID BLOCK B, SILVER CREEK RANCH PHASE FIVE AND BEING IN THE SOUTH LINE OF SAID 33.30 ACRES TRACT BEARS, N83°57'08"E, A DISTANCE OF 20.27 FEET;

THENCE, LEAVING THE SOUTH LINE OF SAID LOT 26, WITH THE SOUTH LINE OF SAID 33.30 ACRES TRACT, S59°15'03"E, A DISTANCE OF 2,529.59 FEET TO THE POINT OF BEGINNING HEREOF, CONTAINING 46.9435 ACRES (2,044,858 SQUARE FEET) MORE OR LESS.

GENERAL NOTES:

1. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PERMITTED WATER DISTRIBUTION AND WASTEWATER COLLECTION FACILITY.
2. NO OBSTRUCTIONS, INCLUDING BUT NOT LIMITED TO FENCING OR STORAGE, SHALL BE PERMITTED IN ANY DRAINAGE EASEMENTS SHOWN HEREON.
3. ALL EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR HIS OR HER ASSIGNS.
4. A TEN FOOT (10') PUBLIC UTILITY EASEMENT ABUTTING AND ALONG THE STREET SIDE PROPERTY LINE IS HEREBY DEDICATED FOR ALL STREET SIDE PROPERTY LOTS SHOWN HEREON.
5. BUILDING SETBACKS SHALL BE IN ACCORDANCE WITH THE WILLIAMSON COUNTY SUBDIVISION REGULATIONS.
6. 10. ALL UTILITY LINES MUST BE LOCATED UNDERGROUND.
7. 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.
8. 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. 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.
9. WATER SERVICE IS PROVIDED BY: ON SITE WELLS
10. WASTEWATER SERVICE IS PROVIDED BY: ON-SITE SEWAGE FACILITIES
11. ELECTRICAL SERVICE IS PROVIDED BY: PEDERNALES ELECTRIC COOPERATIVE
12. 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.
13. ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS.
14. ALL SIDEWALKS SHALL BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.
15. IMPROVEMENTS WITHIN THE COUNTY ROAD RIGHT-OF-WAY INCLUDING, BUT NOT LIMITED TO, LANDSCAPING, IRRIGATION LIGHTING, CUSTOM SIGNS, IS PROHIBITED WITHOUT FIRST OBTAINING AN EXECUTED LICENSE AGREEMENT WITH WILLIAMSON COUNTY.
16. NO STRUCTURE OR LAND IN THIS PLAT SHALL HEREAFTER BE LOCATED OR ALTERED WITHOUT FIRST OBTAINING A CERTIFICATE OR COMPLIANCE OR FLOODPLAIN DEVELOPMENT PERMIT FROM THE WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATOR.
17. NO CONSTRUCTION IN THIS SUBDIVISION MAY BEGIN UNTIL THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) HAS APPROVED THE WATER POLLUTION ABATEMENT PLAN (WPAP) IN WRITING.
18. THIS DEVELOPMENT IS CONSIDERED EXEMPT FROM ON-SITE STORMWATER DETENTION CONTROLS BASED ON WILLIAMSON COUNTY SUBDIVISION REGULATION B11.1.3, WHICH STATES THAT A PROPOSED DEVELOPMENT MAY BE CONSIDERED EXEMPT FROM PROVIDING ON-SITE STORMWATER DETENTION IF ALL LOTS ARE 2 ACRES OR MORE AND LESS THAN 20% OF IMPERVIOUS COVER PER LOT.
19. THE MINIMUM FFE SHALL BE AT LEAST ONE FOOT ABOVE THE ADJACENT GRADE AND BFE. EXCEPTIONS CAN BE MADE AT ENTRANCE AND EGRESS POINTS, WHERE NECESSARY, TO MEET THE AMERICANS WITH DISABILITIES ACT (ADA). RECREATIONAL VEHICLE PARKING PADS MUST ALSO BE PLACES AT LEAST ONE FOOT ABOVE BFE.
20. ON SITE SEWAGE FACILITIES MUST BE DESIGNED BY A REGISTERED PROFESSIONAL ENGINEER OR REGISTERED SANITARIAN.
21. LOTS 6, AND 7 ARE 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. 48491C0245F, EFFECTIVE DATE DECEMBER 20, 2019 FOR WILLIAMSON COUNTY, TEXAS.
22. DRIVEWAYS SHALL ONLY CONNECT TO AN INTERNAL PLATTED ROAD AND NOT TO C.R. 281, THE ADJACENT COUNTY ROAD.
23. MAINTENANCE RESPONSIBILITY FOR DRAINAGE WILL NOT BE ACCEPTED BY THE COUNTY OTHER THAN THAT ACCEPTED IN CONNECTION WI9TH DRAINING OR PROTECTING THE ROAD SYSTEM. MAINTENANCE RESPONSIBILITY FOR STORM WATER MANAGEMENT CONTROLS WILL REMAIN WITH THE OWNER.
24. RURAL MAILBOXES SHALL BE SET THREE FEET FROM THE EDGE OF THE PAVEMENT OR BEHIND CURBS, WHEN USED. ALL MAILBOXES WITHIN COUNTY ARTERIAL RIGHT-OF-WAY SHALL MEET THE CURRENT TXDOT STANDARDS. ANY MAILBOX THAT DOES NOT MEET THIS REQUIREMENT MAY BE REMOVED BY WILLIAMSON COUNTY.
25. DRIVEWAY MAINTENANCE WILL BE THE RESPONSIBILITY OF THE PROPERTY OWNER. IF OBSTRUCTIONS OCCUR WITHIN THE DRIVEWAY CULVERT, THE COUNTY RESERVES THE RIGHT TO CLEAR OBSTRUCTIONS THAT ARE CAUSING ADVERSE IMPACTS TO THE ROADWAY.

STATE OF TEXAS {
COUNTY OF WILLIAMSON {

I, NANCY E. RISTER, CLERK OF 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 PLAT 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

PINE HURST ESTATES
Williamson County, Texas

4WARD Land Surveying
A Limited Liability Company
PO Box 90876, Austin Texas 78709
INFO@4WARDLS.COM (512) 537-2384
TBPELS FIRM #10174300

Date:	6/25/2025
Project:	01744
Scale:	N/A
Reviewer:	PG
Tech:	CC
Field Crew:	JCR/KDL
Survey Date:	NOV. 2023
Sheet:	4 OF 4

P:\01744\Dwg\01744_PLAT_REV 2_Preliminary.dwg

Commissioners Court - Regular Session **37.**

Meeting Date: 07/01/2025

Final plat for the Rockney subdivision – Pct 4

Submitted For: Adam Boatright **Submitted By:** Adam Boatright, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approval of the final plat for the Rockney subdivision – Precinct 4.

Background

This subdivision consists of 1 lot and no roads on 14.767 acres. It meets the requirements of a minor plat as defined in the subdivision regulations.

Timeline

2025-01-16 – initial submittal of final plat
2025-02-13 – 1st review complete with comments
2025-02-28 – 2nd submittal of final plat
2025-04-24 – 2nd review complete with comments
2025-05-02 – 3rd submittal of final plat
2025-05-16 - 3rd review complete with comments
2025-05-19 – 4th submittal of final plat
2025-05-21 – 4th review complete with comments clear
2025-06-16 – receipt of final plat with signatures
2025-06-26 – final plat placed on the July 1, 2025, Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

final (minor) plat - Rockney

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	06/26/2025 03:17 PM
Form Started By: Adam Boatright		Started On: 06/26/2025 11:26 AM
Final Approval Date: 06/26/2025		

MINOR PLAT
ROCKNEY SUBDIVISION

WILLIAMSON COUNTY, TEXAS

METES AND BOUNDS DESCRIPTION

BEING A 14.767 ACRE TRACT OF LAND BEING ALL OF A CALLED 14.768 ACRE TRACT CONVEYED TO NJ PRIDE LLC BY DEED DATED SEPTEMBER 9, 2022 RECORDED IN DOCUMENT NUMBER 2022106632 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A FOUND ½" IRON ROD WITH BLUE PLASTIC CAP MARKED "6447" ON THE WEST LINE OF A CALLED 74.9577 ACRE TRACT CONVEYED TO CARLTON D. KENNON, ET UX IN DOCUMENT NO. 2019111839, AT THE SOUTHEAST CORNER OF THE SAID 41.250 ACRE TRACT, FOR THE COMMON NORTHEAST CORNER OF THE SAID 14.768 ACRE TRACT AND OF THIS TRACT;

THENCE ALONG THE COMMON LINE BETWEEN THE SAID 74.9577 ACRE TRACT AND THE SAID 14.768 ACRE TRACT FOR THE FOLLOWING COURSES AND DISTANCES:

S21°46'11"E – 93.94' TO A FOUND ½" IRON ROD FOR AN EXTERIOR ELL CORNER OF THIS TRACT;
S21°34'20"E – 378.72' TO A FOUND ½" IRON ROD WITH BLUE PLASTIC CAP MARKED "6447" FOR AN INTERIOR ELL CORNER OF THIS TRACT;
S22°01'23"E – 240.71' TO A FOUND ½" IRON ROD WITH BLUE PLASTIC CAP MARKED "6447" AT THE NORTHEAST CORNER OF THE RESIDUE OF A CALLED 61.49 ACRE TRACT CONVEYED TO WILLIAM R. MONTALVO, ET AL IN DOCUMENT NO. 2015013351, FOR THE COMMON SOUTHEAST CORNER OF THE SAID 14.768 ACRE TRACT AND OF THIS TRACT;

THENCE S85°02'42"W – 752.31' ALONG THE COMMON LINE BETWEEN THE SAID 14.768 ACRE TRACT AND THE SAID RESIDUE OF THE 61.49 ACRE TRACT TO A FOUND ½" IRON ROD AT THE NORTHWEST CORNER OF THE SAID RESIDUE OF THE 61.49 ACRE TRACT, AT THE NORTHEAST CORNER OF A CALLED 8.15 ACRE TRACT CONVEYED TO HAAG INVESTMENTS, INC. IN DOCUMENT NO. 2016080814, FOR AN INTERIOR ELL CORNER OF THIS TRACT;

THENCE S85°00'48"W – 349.64' ALONG THE COMMON LINE BETWEEN THE SAID 14.768 ACRE TRACT AND THE SAID 8.15 ACRE TRACT TO A FOUND ½" IRON ROD ON THE EAST LINE OF LOT D, BLOCK 7 OF THE 5RM RANCH SUBDIVISION RECORDED IN CABINET B, SLIDE 220 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, AT THE NORTHWEST CORNER OF THE SAID 8.15 ACRE TRACT, FOR THE COMMON SOUTHWEST CORNER OF THE SAID 14.768 ACRE TRACT AND OF THIS TRACT;

THENCE N21°55'15"W – 20.05' ALONG THE COMMON LINE BETWEEN THE SAID LOT D AND THE SAID 14.768 ACRE TRACT TO A FOUND 5/8" IRON ROD AT THE NORTHEAST CORNER OF THE SAID LOT D, AT THE SOUTHEAST CORNER OF LOT C OF THE SAID BLOCK 7, FOR AN EXTERIOR ELL CORNER OF THIS TRACT;

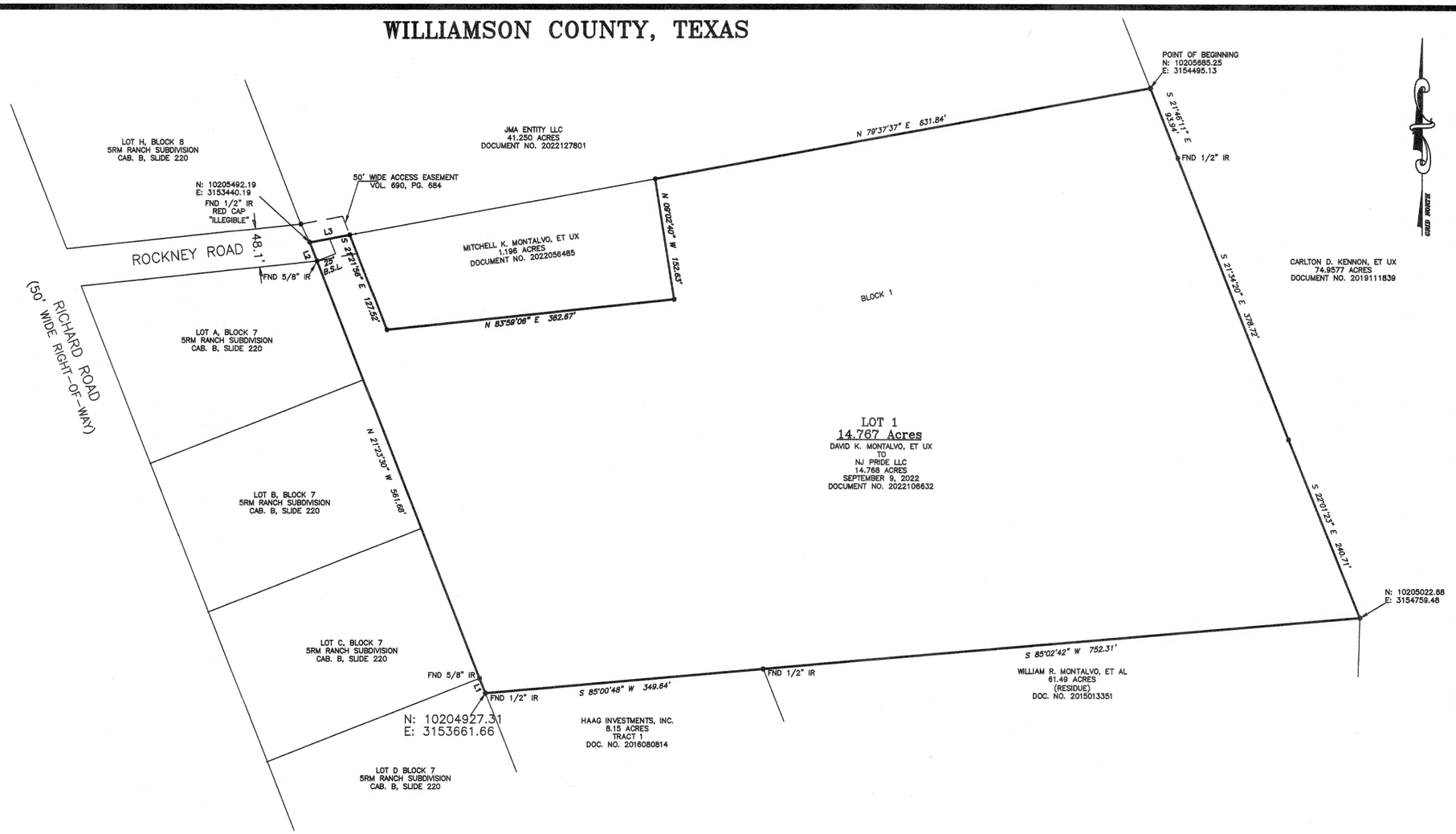
THENCE N21°23'30"W – 561.68' ALONG THE COMMON LINE BETWEEN THE SAID LOT C AND LOTS B AND A, RESPECTIVELY, ALL OF THE SAID BLOCK 7 AND THE SAID 14.768 ACRE TRACT TO A FOUND 5/8" IRON ROD AT THE NORTHEAST CORNER OF THE SAID LOT A, AT THE SOUTHEAST CORNER OF THE END OF ROCKNEY ROAD, FOR AN EXTERIOR ELL CORNER OF THIS TRACT TO A FIR 5–8;

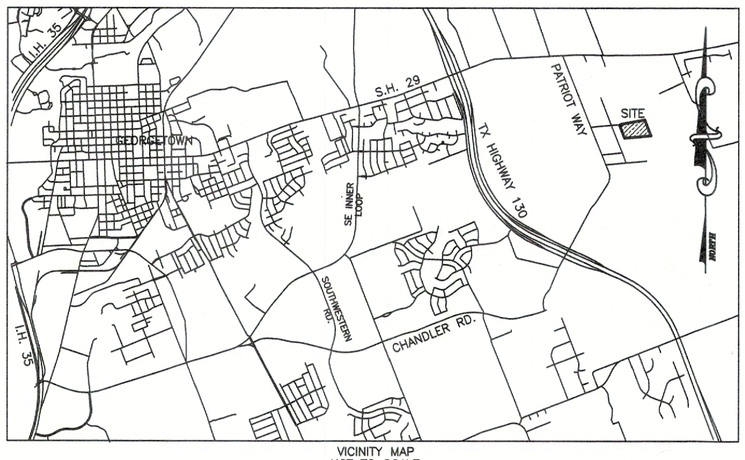
THENCE N21°22'26"W – 25.01' ALONG THE COMMON LINE BETWEEN THE SAID END OF ROCKNEY ROAD AND THE SAID 14.768 ACRE TRACT TO A FOUND ½" IRON ROD WITH ILLEGIBLE BLUE PLASTIC CAP AT THE NORTHWEST CORNER OF THE SAID 14.768 ACRE TRACT, AT THE SOUTHWEST CORNER OF THE SAID 41.250 ACRE TRACT, FOR AN INTERIOR ELL CORNER OF THIS TRACT;

THENCE N 79°30'52" E – OF 51.14' ALONG THE COMMON LINE OF THE SAID 41.250 ACRE TRACT AND THE SAID 14.768 ACRE TRACT TO A FOUND 1/2" IRON ROD WITH BLUE CAP STAMPED "6447" AT THE NORTHWEST CORNER OF A CALLED 1.196 ACRE TRACT CONVEYED TO MITCHELL K. MONTALVO, ET UX RECORDED IN DOCUMENT NO. 2022056485, FOR AN EXTERIOR CORNER OF THIS TRACT;

THENCE ALONG THE COMMON LINE OF THE SAID 1.196 ACRE TRACT AND THE SAID 14.768 ACRE TRACT FOR THE FOLLOWING COURSES AND DISTANCES:
S 21°21'58" E – 127.52' TO A FOUND 1/2" IRON ROD WITH BLUE CAP STAMPED "6447", FOR AN INTERIOR CORNER OF THIS TRACT;
N 83°59'06" E – 362.67' TO A FOUND 1/2" IRON ROD WITH BLUE CAP STAMPED "6447", FOR AN EXTERIOR CORNER OF THIS TRACT;
N 09°02'40" W – 152.63' TO A FOUND 1/2" IRON ROD WITH BLUE CAP STAMPED "6447", FOR AN EXTERIOR CORNER OF THIS TRACT;

THENCE N79°37'37"E – 631.84' ALONG THE COMMON LINE BETWEEN THE SAID 41.250 ACRE TRACT AND THE SAID 14.768 ACRE TRACT TO THE POINT OF BEGINNING CONTAINING WITHIN THESE METES AND BOUNDS 14.767 ACRES OF LAND.





VICINITY MAP
NOT TO SCALE

LINE	BEARING	DISTANCE
L1	N 21°55'15" W	20.05'
L2	N 21°22'26" W	25.01'
L3	N 79°30'52" E	51.14'

LEGEND

- ● – 1/2" IRON ROD FOUND WITH BLUE CAP MARKED "6447" (UNLESS NOTED)
- ○ – 1/2" IRON ROD FOUND WITH RED CAP MARKED "TRIAD SURVEYING RPLS 5952"
- B.S.L. – BUILDING SETBACK LINE
- VOL. – VOLUME
- PG. – PAGE

50 0 50 100 150 200 250 300
SCALE: 1" = 100 FEET

BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM OF 1983, TEXAS CENTRAL ZONE

SUBMITTAL DATE: 05/16/2025
DATE OF PLANNING AND ZONING REVIEW:

OWNER/DEVELOPER:
NJ PRIDE LLC
196 ROCKNEY RD
GEORGETOWN, TX 78626

ENGINEER:
SANDLIN SERVICES, LLC (F-21356)
9111 JOLLYVILLE RD. STE 212
AUSTIN, TX 78759

SURVEYOR:
TRIAD SURVEYING, INC. (F-100007900)
528 CR 325
ROCKDALE, TX 76567

TRIAD SURVEYING, INC.
SHEET 1 OF 2
FIRM REGISTRATION NO. 10007900
528 COUNTY ROAD 325 P.O. BOX 1489 ROCKDALE, TX. 76567

MINOR PLAT
ROCKNEY SUBDIVISION
WOODRUFF STUBBLEFIELD SURVEY, A-556
WILLIAMSON COUNTY, TEXAS

Completion Date: 6/13/23	Drawn by: MGG
Scale: 1"=100'	Surveyed by: LS
PROJECT NO. S23-136	Checked by: BL

MINOR PLAT
ROCKNEY SUBDIVISION

NOTES:

1) BEARINGS LISTED HEREON ARE BASED UPON THE NORTH AMERICAN DATUM OF 1983, TEXAS COORDINATE SYSTEM, CENTRAL ZONE. COORDINATES SHOWN HEREON ARE GRID VALUES.

2) THIS TRACT APPEARS TO LIE ENTIRELY WITHIN ZONE "X" (AREAS OF 1% ANNUAL CHANGE OF FLOOD) OF THE FLOOD HAZARD AREA ACCORDING TO THE FLOOD INSURANCE RATE MAP NUMBER 48491C0315F

3) THE TOTAL ACREAGE OF THIS SITE IS 14.767 ACRES.

4) THERE ARE A TOTAL OF 1 BLOCKS FOR THIS SITE.

5) THERE ARE A TOTAL OF 1 LOTS FOR THIS SITE. (1 NON-RESIDENTIAL)

6) UTILITY PROVIDERS FOR THIS DEVELOPMENT ARE WATER: JONAH WATER SUPPLY, WASTEWATER: PRIVATE SEPTIC SYSTEM, AND ELECTRIC: ONCOR.

7) ALL STRUCTURES/OBSTRUCTIONS ARE PROHIBITED IN DRAINAGE EASEMENTS.

8) THE MINIMUM FFE SHALL BE AT LEAST ONE FOOT ABOVE THE ADJACENT FINISHED GRADE AND BFE. EXCEPTIONS CAN BE MADE AT ENTRANCE AND EGRESS POINTS RECREATIONAL VEHICLE PARKING PADS MUST ALSO BE PLACED AT LEAST ONE FOOD ABOVE BFE.

9) ALL SEDIMENTATION, FILTRATION, DETENTION, AND/OR RETENTION BASINS AND RELATED APPURTENANCES SHOWN SHALL BE SITUATED WITHIN A DRAINAGE EASEMENT OR DRAINAGE LOT. THE OWNERS, HOA, OR ASSIGNEES OF THE TRACTS UPON WHICH ARE LOCATED SUCH EASEMENTS, APPURTENANCES, AND DETENTION FACILITIES SHALL MAINTAIN SAME AND BE RESPONSIBLE FOR THEIR MAINTENANCE, ROUTINE INSPECTION, AND UPKEEP.

10) THE MONUMENTS OF THIS PLAT HAVE BEEN ROTATED TO THE NAD 83/93 HARN – TEXAS CENTRAL ZONE AND NAVD 88.

11) 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 WILLIAMSON COUNTY, THEIR OFFICERS, AGENTS 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 IMPROVEMENTS WILL BE RESPONSIBLE FOR THE RELOCATION AND/OR REPLACEMENT OF THE IMPROVEMENTS.

12) WILLIAMSON COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOODPLAIN DATA, IN PARTICULAR, MAY CHANGE DEPENDING ON SUBSEQUENT DEVELOPMENT. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE STREETS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.

13) 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.

14) A FIFTEEN (15) FOOT PUBLIC UTILITY EASEMENT IS HEREBY DEDICATED ALONG ALL STREET FRONTAGES WITHIN THIS PLAT.

15) 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.

16) 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. 48491C0315F, EFFECTIVE DATE DECEMBER 20, 2019 FOR WILLIAMSON COUNTY, TEXAS.

17) THIS DEVELOPMENT IS CONSIDERED EXEMPT FROM ON-SITE STORM WATER DETENTION CONTROLS BASED ON WILLIAMSON COUNTY SUBDIVISION REGULATION B11.1.3, WHICH STATES THAT A PROPOSED DEVELOPMENT MAY BE CONSIDERED EXEMPT FROM PROVIDING ON-SITE STORM WATER DETENTION IF ALL LOTS ARE 2 ACRES OR MORE AND LESS THAN 20% OF IMPERVIOUS COVER PER LOT.

18) IMPROVEMENTS WITHIN THE COUNTY ROAD RIGHT-OF-WAY INCLUDING, BUT NOT LIMITED TO, LANDSCAPING, IRRIGATION LIGHTING, CUSTOM SIGNS, IS PROHIBITED WITHOUT FIRST OBTAINING AN EXCUTED LICENSE AGREEMENT WITH WILLIAMSON COUNTY.

19) ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS.

20) 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.

21) A CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION. THIS CERTIFICATE IS VALID UNTIL SUCH TIME AS FEMA OR THE COUNTY REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS VICINITY.

22) ALL SIDEWALKS SHALL BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.

23) 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.

24) 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.

25) SEWER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY ON-SITE SEWAGE FACILITIES

26) MAXIMUM OF 20% IMPERVIOUS COVER PER LOT, OTHERWISE STORM WATER MANAGEMENT CONTROLS SHALL BE DESIGNED, CONSTRUCTED AND MAINTAINED BY OWNER. IF IMPERVIOUS COVER IS PROPOSED TO EXCEED MAXIMUM PERCENTAGE ALLOWED CONTACT WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATION TO REVIEW THE STORM WATER MANAGEMENT CONTROLS PROPOSED ON LOT.

Road name and address assignments verified this the 16th day of June, 2025 A.D.

Cindy Bridges
Williamson County Addressing Coordinator
Cindy Bridges

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS;
COUNTY OF WILLIAMSON §

I, NILESH VAGHASIYA, MANAGER OF NJ PRIDE LLC OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2022106632 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THE CERTAIN TRACT OF LAND, AND DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE,
AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS ROCKNEY SUBDIVISION. TO CERTIFY WHICH,

WITNESS BY MY HAND THIS 12th DAY OF June, 2025.

Nilesh Vaghasiya
NILESH VAGHASIYA – MANAGER
NJ PRIDE LLC
196 ROCKNEY RD
GEORGETOWN, TX 78626

STATE OF TEXAS §
§KNOW ALL MEN BY THESE PRESENTS
COUNTY OF WILLIAMSON §

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED NILESH VAGHASIYA, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 12th DAY OF June 2025.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES ON: 07-14-2025

RANA ADYA BARGHOUTY
Notary Public, State of Texas
Comm. Expires 07-14-2025
Notary ID 133212469

WILLIAMSON COUNTY ON-SITE SEWAGE FACILITIES

BASED UPON THE ABOVE REPRESENTATIONS OF THE ENGINEER OR SURVEYOR WHOSE SEAL IS AFFIXED HERETO, AND AFTER A REVIEW OF THE PLAT AS REPRESENTED BY THE SAID ENGINEER OR SURVEYOR, I FIND THAT THIS PLAT COMPLIES WITH THE REQUIREMENTS OF EDWARDS AQUIFER REGULATIONS FOR WILLIAMSON COUNTY AND WILLIAMSON COUNTY ON-SITE SEWAGE FACILITY REGULATIONS. THIS CERTIFICATION IS MADE SOLELY UPON SUCH REPRESENTATIONS AND SHOULD NOT BE RELIED UPON FOR VERIFICATIONS OF THE FACTS ALLEGED. THE WILLIAMSON COUNTY ENGINEER'S OFFICE AND WILLIAMSON COUNTY DISCLAIMS ANY RESPONSIBILITY TO ANY MEMBER OF THE PUBLIC FOR INDEPENDENT VERIFICATION OF THE REPRESENTATIONS, FACTUAL OR OTHERWISE, CONTAINED IN THIS PLAT AND THE DOCUMENTS ASSOCIATED WITH IT.

Adam D. Boatright — 6/18/2025
ADAM D. BOATRIGHT, P.E. — DATE
WILLIAMSON COUNTY ENGINEER &
DEVELOPMENT & DRAINAGE DIVISION DIRECTOR

I, NICHOLAS SANDLIN, REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS SUBDIVISION IS NOT WITHIN IN THE EDWARDS AQUIFER RECHARGE ZONE AND IS NOT ENCROACHED BY A ZONE A FLOOD AREA, AS DENOTED HEREIN, AND AS DEFINED BY FEDERAL EMERGENCY MANAGEMENT ADMINISTRATION FLOOD HAZARD BOUNDARY MAP, COMMUNITY PANEL NUMBER 48491C0315F, EFFECTIVE DATE DECEMBER 20, 2019, THIS TRACT IS NOT LOCATED IN THE EDWARDS AQUIFER RECHARGE ZONE AND THAT EACH LOT CONFORMS TO WILLIAMSON COUNTY REGULATIONS.

THE FULLY DEVELOPED, CONCENTRATED STORMWATER RUNOFF RESULTING FROM THE ONE HUNDRED (100) YEAR FREQUENCY STORM IS CONTAINED WITHIN THE DRAINAGE EASEMENTS SHOWN AND/OR PUBLIC RIGHTS-OF-WAY DEDICATED BY THIS PLAT.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT AUSTIN, TRAVIS COUNTY, TEXAS, THIS 3rd DAY OF JUNE, 20 25.

NICHOLAS SANDLIN, P.E.
REGISTERED PROFESSIONAL ENGINEER NO. 124404
STATE OF TEXAS

STATE OF TEXAS
NICHOLAS R. SANDLIN
124404
LICENSED
PROFESSIONAL ENGINEER

STATE OF TEXAS §
§KNOW ALL MEN BY THESE PRESENTS
COUNTY OF MILAM §

I, BRADLEY L. LIPSCOMB, REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, AND THAT THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN ON THE ACCOMPANYING PLAT, AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF WILLIAMSON COUNTY, TEXAS.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT ROCKDALE, MILAM COUNTY, TEXAS, THIS 3rd DAY OF JUNE, 20 25.

BRADLEY L. LIPSCOMB
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5952
STATE OF TEXAS

STATE OF TEXAS OF REGISTERED BRADLEY L LIPSCOMB 5952 PROFESSIONAL LAND SURVEYOR

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS;
COUNTY OF WILLIAMSON §

I, STEVEN SNELL, COUNTY JUDGE OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS MAP OR PLAT, WITH FIELD NOTES HEREON, FOR A SUBDVISION 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.

STEVEN SNELL, COUNTY JUDGE — DATE
WILLIAMSON COUNTY, TEXAS

STATE OF TEXAS §
§KNOW ALL MEN BY THESE PRESENTS
COUNTY OF WILLIAMSON §

I, NANCY E. RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FORGOING 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, THAT DATE LAST SHOWN ABOVE WRITTEN.

NANCY E. RISTER, CLERK COUNTY COURT
OF WILLIAMSON COUNTY, TEXAS

BY: _____, DEPUTY

OWNER/DEVELOPER:
NJ PRIDE LLC
196 ROCKNEY RD
GEORGETOWN, TX 78626

ENGINEER:
SANDLIN SERVICES, LLC (F-21356)
9111 JOLLYVILLE RD. STE 212
AUSTIN, TX 78759

SURVEYOR:
TRIAD SURVEYING, INC. (F-100007900)
528 CR 325
ROCKDALE, TX 76567

TRIAD SURVEYING, INC.
SHEET 2 OF 2
FIRM REGISTRATION NO. 10007900
528 COUNTY ROAD 325 P.O. BOX 1489 ROCKDALE, TX. 76567

MINOR PLAT
ROCKNEY SUBDIVISION
WOODRUFF STUBBLEFIELD SURVEY, A-556
WILLIAMSON COUNTY, TEXAS

Completion Date: 6/13/23		Drawn by:	MGG
Scale: N/A		Surveyed by:	LS
PROJECT NO. S23-136		Checked by:	BL

Commissioners Court - Regular Session **38.**

Meeting Date: 07/01/2025

Final plat for the Lariat Section 10 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 Lariat Section 10 subdivision – Precinct 2.

Background

This is the next section of the Lariat development. It consists of 163 single family lots, 6 open space lots, 2 open space/drainage pond lots and 6,421 feet of new roads to be maintained by the North San Gabriel MUD No. 1. Roadway and drainage construction has been completed.

Timeline

2025-04-15 – initial submittal of the final plat
2025-05-15 – 1st review complete with comments
2025-06-03 – 2nd submittal of final plat
2025-06-17 – 2nd review complete with comments clear
2025-06-24 – receipt of final plat with signatures
2025-06-26 – final plat placed on the July 1, 2025, Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

final plat - Lariat Section 10

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	06/26/2025 03:17 PM
Form Started By: Adam Boatright		Started On: 06/26/2025 11:49 AM
Final Approval Date: 06/26/2025		

SUBMITTED DATE: MAY 13, 2025
OWNERS:

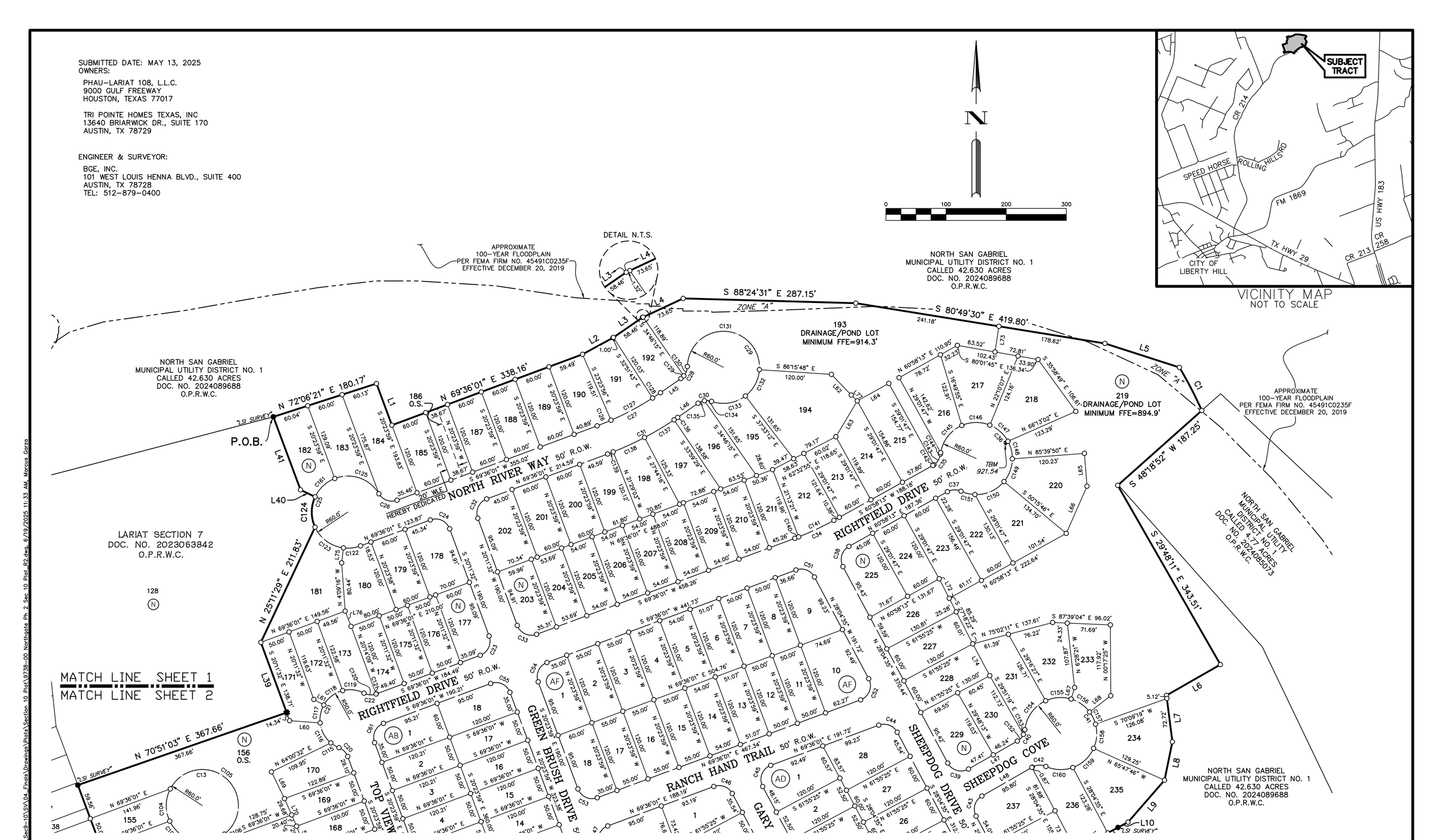
PHAU–LARIAT 108, L.L.C.
9000 GULF FREEWAY
HOUSTON, TEXAS 77017

TRI POINTE HOMES TEXAS, INC
13640 BRIARWICK DR., SUITE 170
AUSTIN, TX 78729

ENGINEER & SURVEYOR:

BGE, INC.
101 WEST LOUIS HENNA BLVD., SUITE 400
AUSTIN, TX 78728
TEL: 512–879–0400

VICINITY MAP
NOT TO SCALE



FINAL PLAT

LARIAT SECTION 10

A SUBDIVISION OF 41.935 ACRES OF LAND
LOCATED IN THE
JOHN MCDEVITT SURVEY A–415
IN WILLIAMSON COUNTY, TEXAS.

BEARING BASIS NOTE:

BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD–83. COORDINATES AND DISTANCES SHOWN ARE SURFACE VALUES. COMBINED SCALE FACTOR IS 1.00014679.

BENCHMARK:

SQUARE CUT SET IN THE NORTHEAST CORNER OF A CURB INLET LOCATED ±5 FEET SOUTHWEST OF THE MOST SOUTHERLY CORNER LOT 218, BLOCK N, AS SHOWN HEREON.

ELEVATION: 921.54 FEET NAVD–88

LEGEND

DOC.	DOCUMENT
NO.	NUMBER
N.T.S.	NOT TO SCALE
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY
O.S.	OPEN SPACE
PG.	PAGE
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT–OF–WAY
VOL.	VOLUME
"LSI SURVEY" ●	FOUND 1/2" IRON ROD WITH "LSI SURVEY" CAP
●	FOUND 1/2" IRON ROD
✱	FOUND COTTON SPINDLE MARKED "LSI SURVEY"
○	SET 1/2" IRON ROD W/ "BGE INC" CAP
△	CALCULATED POINT

BGE, Inc.
101 West Louis Henna Blvd., Suite 400
Austin, Texas 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPELS Registration No. F-1046
TBPELS Licensed Surveying Firm No. 10106500

\\bgeinc\data\TXC\Projects\Randolph Todd Co\9738-00-Northgate Ph2 Sec9-10\SV\04_Finals\Drawings\Plats\Section 10 Plat\9738-00 Northgate Ph 2 Sec 10 Plat_R2.dwg, 6/19/2025 11:33 AM, Marcus Garza

MATCH LINE SHEET 1
MATCH LINE SHEET 2

RIGHTFIELD DRIVE 50' R.O.W.
GREEN BRUSH DRIVE 50' R.O.W.
TOP VIEW DRIVE 50' R.O.W.
OUTRIDER COURT 50' R.O.W.
LEELAND DRIVE 50' R.O.W.
RANCH HAND TRAIL 50' R.O.W.
GARY WAYNE DRIVE 50' R.O.W.
SHEEPDOG DRIVE 50' R.O.W.
SHEEPDOG COVE
LARIAT LOOP 70' R.O.W.
C3 FOUNDATION LANE 50' R.O.W.

N 70°51'03" E 367.66'
367.66'
"LSI SURVEY"
N 20°23'59" W (N 20°23'52" W) 539.56'
S 61°55'25" W 230.00'
S 61°55'25" W 240.00'

LARIAT SECTION 7
DOC. NO. 2023063842
O.P.R.W.C.

LARIAT SECTION 8
DOC. NO. 2024076125
O.P.R.W.C.

LARIAT SECTION 9
DOC. NO. 2024036208
O.P.R.W.C.

NORTH SAN GABRIEL
MUNICIPAL UTILITY DISTRICT NO. 1
CALLED 42.630 ACRES
DOC. NO. 2024089688
O.P.R.W.C.

SEE DETAIL

DETAIL N.T.S.

0 100 200 300

N

LEGEND

DOC.	DOCUMENT
NO.	NUMBER
N.T.S.	NOT TO SCALE
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY
O.S.	OPEN SPACE
PG.	PAGE
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT-OF-WAY
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"LSI SURVEY" ●	FOUND 1/2" IRON ROD WITH "LSI SURVEY" CAP
●	FOUND 1/2" IRON ROD
✱	FOUND COTTON SPINDLE MARKED "LSI SURVEY"
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△	CALCULATED POINT

FINAL PLAT

LARIAT SECTION 10

A SUBDIVISION OF 41.935 ACRES OF LAND
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\\bgeinc\data\TXC\Projects\Randolph Todd Co\9738-00-Northgate Ph 2 Sec9-10\SV\04-Finals\Drawings\Plats\Section 10 Plat\9738-00 Northgate Ph 2 Sec 10 Plat-R2.dwg, 6/19/2025 11:33 AM, Marcus Garza

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	80.77'	658.00'	7°01'59"	S 27°25'39" E	80.72'
C2	23.11'	15.00'	88°16'23"	S 16°03'37" W	20.89'
C3	143.49'	325.00'	25°17'48"	S 47°32'55" W	142.33'
C4	59.53'	38.00'	89°45'53"	S 79°29'17" W	53.63'
C5	60.97'	37.00'	94°24'29"	S 08°46'20" E	54.30'
C6	21.68'	25.00'	49°40'47"	N 04°26'25" E	21.00'
C7	19.68'	25.00'	45°05'57"	N 47°03'03" E	19.17'
C8	726.65'	765.00'	54°25'24"	N 83°11'17" W	699.64'
C9	35.34'	835.00'	2°25'29"	S 70°48'46" W	35.33'
C10	40.33'	25.00'	92°25'29"	N 25°48'46" E	36.10'
C11	104.02'	325.00'	18°20'18"	S 11°14'20" E	103.58'
C12	23.39'	25.00'	53°36'42"	N 28°52'32" W	22.55'
C13	301.51'	60.00'	287°55'18"	S 88°16'47" W	70.60'
C14	23.75'	25.00'	54°26'22"	S 25°01'15" W	22.87'
C15	87.36'	275.00'	18°12'03"	S 11°17'57" E	86.99'
C16	35.29'	25.00'	80°52'31"	S 60°50'14" E	32.43'
C17	185.29'	835.00'	12°42'50"	S 85°04'56" W	184.91'
C18	37.82'	25.00'	86°40'01"	N 48°06'20" E	34.31'
C19	120.82'	275.00'	25°10'18"	N 07°48'49" W	119.85'
C20	21.03'	25.00'	48°11'23"	N 44°29'40" W	20.41'
C21	162.65'	50.00'	186°22'46"	S 24°36'01" W	99.85'
C22	21.03'	25.00'	48°11'23"	S 86°18'17" E	20.41'
C23	39.18'	25.00'	89°47'33"	N 24°42'15" E	35.29'
C24	39.36'	25.00'	90°12'27"	N 65°17'45" W	35.42'
C25	272.32'	60.00'	260°02'59"	S 19°24'40" W	91.89'
C26	34.83'	25.00'	79°50'08"	S 70°28'55" E	32.08'
C27	119.14'	475.00'	14°22'16"	N 62°24'53" E	118.83'
C28	23.55'	25.00'	53°58'00"	N 28°14'40" E	22.69'
C29	301.53'	60.00'	287°56'10"	N 34°46'15" W	70.59'
C30	23.55'	25.00'	53°58'05"	S 82°12'48" W	22.69'
C31	131.68'	525.00'	14°22'16"	N 62°24'53" E	131.34'
C32	39.18'	25.00'	89°47'33"	S 24°42'15" W	35.29'
C33	39.36'	25.00'	90°12'27"	S 65°17'45" E	35.42'
C34	71.55'	475.00'	8°37'48"	N 65°17'07" E	71.48'
C35	23.55'	25.00'	53°58'05"	N 33°59'11" E	22.69'
C36	301.53'	60.00'	287°56'10"	N 29°01'47" W	70.59'
C37	23.55'	25.00'	53°58'05"	S 87°57'16" W	22.69'
C38	38.85'	25.00'	89°02'48"	S 16°26'49" W	35.06'
C39	40.02'	25.00'	91°43'37"	S 73°56'23" E	35.88'
C40	23.55'	25.00'	53°58'05"	N 33°12'46" E	22.69'
C41	301.53'	60.00'	287°56'10"	N 29°48'11" W	70.59'

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C42	23.55'	25.00'	53°58'05"	S 87°10'52" W	22.69'
C43	38.52'	25.00'	88°16'23"	S 16°03'37" W	34.82'
C44	35.92'	25.00'	82°19'24"	N 69°14'17" W	32.91'
C45	42.62'	25.00'	97°40'36"	S 20°45'43" W	37.64'
C46	35.92'	25.00'	82°19'24"	N 69°14'17" W	32.91'
C47	39.27'	25.00'	90°00'00"	S 24°36'01" W	35.36'
C48	240.73'	325.00'	42°26'19"	N 00°49'11" E	235.26'
C49	37.82'	25.00'	86°40'01"	S 21°17'40" E	34.31'
C50	131.14'	835.00'	8°59'54"	N 60°07'44" W	131.00'
C51	35.92'	25.00'	82°19'24"	N 69°14'17" W	32.91'
C52	42.62'	25.00'	97°40'36"	N 20°45'43" E	37.64'
C53	39.27'	25.00'	90°00'00"	S 65°23'59" E	35.36'
C54	39.27'	25.00'	90°00'00"	S 24°36'01" W	35.36'
C55	39.27'	25.00'	90°00'00"	N 65°23'59" W	35.36'
C56	203.69'	275.00'	42°26'19"	N 00°49'11" E	199.07'
C57	37.82'	25.00'	86°40'01"	N 65°22'21" E	34.31'
C58	154.49'	835.00'	10°36'03"	N 76°35'40" W	154.27'
C59	37.82'	25.00'	86°40'01"	S 38°33'41" E	34.31'
C60	142.78'	325.00'	25°10'18"	N 07°48'49" W	141.64'
C61	39.27'	25.00'	90°00'00"	S 24°36'01" W	35.36'
C62	12.11'	325.00'	2°08'05"	N 19°19'56" W	12.11'
C63	50.38'	325.00'	8°52'55"	N 13°49'27" W	50.33'
C64	80.29'	325.00'	14°09'19"	N 02°18'20" W	80.09'
C65	57.33'	835.00'	3°56'01"	N 79°55'41" W	57.31'
C66	97.16'	835.00'	6°40'02"	N 74°37'40" W	97.11'
C67	57.89'	275.00'	12°03'40"	N 16°00'30" E	57.78'
C68	106.44'	275.00'	22°10'37"	N 01°06'38" W	105.78'
C69	39.36'	275.00'	8°12'03"	N 16°17'57" W	39.33'
C70	13.31'	325.00'	2°20'44"	N 19°13'37" W	13.30'
C71	46.41'	325.00'	8°10'55"	N 13°57'47" W	46.37'
C72	46.41'	325.00'	8°10'55"	N 05°46'51" W	46.37'
C73	46.41'	325.00'	8°10'55"	N 02°24'04" E	46.37'
C74	45.60'	325.00'	8°02'18"	N 10°30'41" E	45.56'
C75	42.59'	325.00'	7°30'31"	N 18°17'05" E	42.56'
C76	34.94'	835.00'	2°23'52"	N 63°25'45" W	34.94'
C77	50.12'	835.00'	3°26'22"	N 60°30'38" W	50.12'
C78	4.06'	38.00'	6°07'36"	S 58°41'35" E	4.06'
C79	46.07'	835.00'	3°09'40"	N 57°12'37" W	46.06'
C80	55.47'	38.00'	83°38'17"	N 76°25'29" E	50.68'
C81	8.65'	25.00'	19°49'34"	S 34°24'51" W	8.61'
C82	11.03'	25.00'	25°16'23"	S 56°57'50" W	10.94'

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C83	52.84'	765.00'	3°57'26"	S 71°34'44" W	52.83'
C84	57.53'	765.00'	4°18'32"	S 75°42'43" W	57.52'
C85	57.53'	765.00'	4°18'32"	S 80°01'16" W	57.52'
C86	57.53'	765.00'	4°18'32"	S 84°19'48" W	57.52'
C87	57.53'	765.00'	4°18'32"	S 88°38'20" W	57.52'
C88	57.53'	765.00'	4°18'32"	N 87°03'07" W	57.52'
C89	57.53'	765.00'	4°18'32"	N 82°44'35" W	57.52'
C90	57.53'	765.00'	4°18'32"	N 78°26'03" W	57.52'
C91	57.53'	765.00'	4°18'32"	N 74°07'31" W	57.52'
C92	57.53'	765.00'	4°18'32"	N 69°48'58" W	57.52'
C93	57.53'	765.00'	4°18'32"	N 65°30'26" W	57.52'
C94	57.53'	765.00'	4°18'32"	N 61°11'54" W	57.52'
C95	40.96'	765.00'	3°04'03"	N 57°30'36" W	40.95'
C96	17.10'	37.00'	26°28'25"	N 42°44'22" W	16.94'
C97	43.87'	37.00'	67°56'04"	N 04°27'52" E	41.35'
C98	3.77'	325.00'	0°39'54"	S 20°04'32" E	3.77'
C99	50.25'	325.00'	8°51'30"	S 15°18'50" E	50.20'
C100	50.00'	325.00'	8°48'54"	S 06°28'38" E	49.95'
C101	1.58'	25.00'	3°37'20"	N 03°52'51" W	1.58'
C102	21.81'	25.00'	49°59'22"	N 30°41'11" W	21.13'
C103	31.50'	60.00'	30°04'37"	S 40°38'34" E	31.14'
C104	55.67'	60.00'	53°09'35"	S 00°58'32" W	53.69'
C105	214.35'	60.00'	204°41'06"	N 50°06'08" W	117.23'
C106	16.01'	25.00'	36°42'09"	S 33°53'21" W	15.74'
C107	7.74'	25.00'	17°44'13"	S 06°40'10" W	7.71'
C108	44.42'	275.00'	9°15'20"	S 06°49'36" E	44.38'
C109	42.93'	275.00'	8°56'42"	S 15°55'38" E	42.89'
C110	101.47'	835.00'	6°57'46"	S 82°12'23" W	101.41'
C111	83.82'	835.00'	5°45'04"	S 88°33'49" W	83.78'
C112	20.04'	275.00'	4°10'34"	N 02°41'03" E	20.04'
C113	81.19'	275.00'	16°54'58"	N 07°51'43" W	80.90'
C114	19.58'	275.00'	4°04'47"	N 18°21'35" W	19.58'
C115	15.83'	50.00'	18°08'06"	S 59°31'19" E	15.76'
C116	38.74'	50.00'	44°23'50"	S 28°15'21" E	37.78'
C117	30.89'	50.00'	35°23'46"	S 11°38'27" W	30.40'
C118	40.53'	50.00'	46°26'41"	S 52°33'41" W	39.43'
C119	36.66'	50.00'	42°00'22"	N 83°12'47" W	35.84'
C120	20.51'	25.00'	47°00'45"	S 85°42'58" E	19.94'
C121	0.51'	25.00'	1°10'38"	N 70°11'20" E	0.51'
C122	28.90'	60.00'	27°35'37"	N 83°10'59" E	28.62'
C123	61.09'	60.00'	58°20'28"	S 53°50'59" E	58.49'

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C124	52.06'	60.00'	49°42'56"	N 00°10'43" E	50.44'
C125	84.49'	60.00'	80°40'48"	N 70°54'15" W	77.68'
C126	24.87'	475.00'	2°59'58"	N 68°06'02" E	24.86'
C127	78.45'	475.00'	9°27'46"	N 61°52'11" E	78.36'
C128	15.83'	475.00'	1°54'32"	N 56°11'01" E	15.83'
C129	6.68'	25.00'	15°18'26"	N 47°34'27" E	6.66'
C130	16.87'	25.00'	38°39'34"	N 20°35'27" E	16.55'
C131	191.09'	60.00'	182°28'32"	N 87°30'04" W	119.97'
C132	51.01'	60.00'	48°42'37"	N 28°05'30" E	49.49'
C133	59.43'	60.00'	56°45'02"	N 80°49'19" E	57.03'
C134	11.96'	25.00'	27°23'59"	N 84°30'09" W	11.84'
C135	11.59'	25.00'	26°34'06"	S 68°30'48" W	11.49'
C136	7.14'	525.00'	0°46'46"	N 55°37'08" E	7.14'
C137	57.30'	525.00'	6°15'13"	N 59°08'07" E	57.27'
C138	57.30'	525.00'	6°15'13"	N 65°23'20" E	57.27'
C139	9.94'	525.00'	1°05'05"	N 69°03'29" E	9.94'
C140	6.82'	475.00'	0°49'22"	N 69°11'20" E	6.82'
C141	64.72'	475.00'	7°48'26"	N 64°52'26" E	64.67'
C142	2.20'	25.00'	5°02'30"	N 58°26'59" E	2.20'
C143	21.35'	25.00'	48°55'35"	N 31°27'56" E	20.71'
C144	2.45'	60.00'	2°20'28"	S 08°10'22" W	2.45'
C145	59.78'	60.00'	57°05'14"	S 37°53'13" W	57.34'
C146	47.90'	60.00'	45°44'17"	S 89°17'59" W	46.64'
C147	41.12'	60.00'	39°16'06"	N 48°11'49" W	40.32'
C148	30.40'	60.00'	29°01'54"	N 14°02'49" W	30.08'
C149	41.12'	60.00'	39°16'06"	N 20°06'11" E	40.32'
C150	54.84'	60.00'	52°21'56"	N 65°55'12" E	52.95'
C151	23.91'	60.00'	22°50'08"	S 76°28'46" E	23.76'
C152	15.20'	25.00'	34°50'37"	N 42°46'31" E	14.97'
C153	8.34'	25.00'	19°07'29"	N 15°47'28" E	8.31'
C154	61.95'	60.00'	59°09'19"	S 35°48'23" W	59.23'
C155	43.39'	60.00'	41°26'03"	S 86°06'05" W	42.45'
C156	38.20'	60.00'	36°28'51"	N 54°56'28" W	37.56'
C157	22.66'	60.00'	21°38'10"	N 25°52'57" W	22.52'
C158	41.12'	60.00'	39°16'06"	N 04°34'11" E	40.32'
C159	48.35'	60.00'	46°10'18"	N 47°17'23" E	47.05'
C160	45.86'	60.00'	43°47'22"	S 87°43'47" E	44.75'
C161	45.78'	60.00'	43°43'10"	S 46°53'46" W	44.68'

FINAL PLAT

LARIAT SECTION 10

A SUBDIVISION OF 41.935 ACRES OF LAND
LOCATED IN THE
JOHN MCDEVITT SURVEY A-415
IN WILLIAMSON COUNTY, TEXAS.

LAND USE SCHEDULE		
DESCRIPTION	NUMBER	ACREAGE
RESIDENTIAL	163	27.424 AC
OPEN SPACE	6	1.902 AC.
OPEN SPACE/DRAINAGE POND LOT	2	4.129 AC.
RIGHT-OF-WAY	–	8.480 AC
TOTAL	171	41.935 AC.

STREET NAMES						
STREET	R.O.W. WIDTH	PAVEMENT WIDTH	CENTERLINE LENGTH	DESIGN SPEED	MAINTENANCE AUTHORITY	CLASSIFICATION
RANCH HAND TRAIL	50 FEET	33 FEET	575 FEET	25 MPH	PUBLIC	LOCAL ROAD (URBAN)
GARY WAYNE DRIVE	50 FEET	33 FEET	378 FEET	25 MPH	PUBLIC	LOCAL ROAD (URBAN)
GREEN BRUSH DRIVE	50 FEET	33 FEET	997 FEET	25 MPH	PUBLIC	LOCAL ROAD (URBAN)
OUTRIDER COURT	50 FEET	33 FEET	410 FEET	25 MPH	PUBLIC	LOCAL ROAD (URBAN)
LARIAT LOOP	70 FEET	48 FEET	821 FEET	35 MPH	PUBLIC	COLLECTOR
NORTH RIVER WAY	50 FEET	33 FEET	709 FEET	25 MPH	PUBLIC	LOCAL ROAD (URBAN)
RIGHTFIELD DRIVE	50 FEET	33 FEET	1,131 FEET	25 MPH	PUBLIC	LOCAL ROAD (URBAN)
SHEEPDOG COVE	50 FEET	33 FEET	214 FEET	25 MPH	PUBLIC	LOCAL ROAD (URBAN)
SHEEPDOG DRIVE	50 FEET	33 FEET	649 FEET	25 MPH	PUBLIC	LOCAL ROAD (URBAN)
TOP VIEW DRIVE	50 FEET	33 FEET	537 FEET	25 MPH	PUBLIC	LOCAL ROAD (URBAN)
TOTAL LINEAR FEET OF NEW STREETS:			6,421 FEET			

BGE, Inc.
101 West Louis Henna Blvd., Suite 400
Austin, Texas 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPELS Registration No. F-1046
TBPELS Licensed Surveying Firm No. 10106500

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LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S 20°23'59" E	73.83'
L2	N 61°28'03" E	57.61'
L3	N 55°27'09" E	59.46'
L4	N 64°55'31" E	74.97'
L5	S 72°08'20" E	130.14'
L6	S 60°11'49" W	103.32'
L7	S 07°17'57" E	77.84'
L8	S 11°38'31" W	65.20'
L9	S 41°00'12" W	92.42'
L10	S 61°55'25" W	19.00'
L11	S 62°08'39" W	19.28'
L12	N 28°04'35" W	27.06'
L13	S 28°04'35" E	9.35'
L14	S 61°55'25" W	50.00'
L15	S 60°11'49" W	89.59'
L16	S 34°36'22" W	41.21'
L17	S 38°09'07" W	70.17'
L18	S 38°25'54" W	78.03'
L19	N 47°32'04" W	16.99'
L20	N 56°53'21" W	48.87'
L21	N 61°11'54" W	48.87'
L22	N 65°30'26" W	48.87'
L23	N 69°48'58" W	48.87'
L24	N 74°07'31" W	48.87'
L25	N 78°26'03" W	48.87'
L26	N 82°44'35" W	48.87'
L27	N 87°03'07" W	48.87'
L28	S 88°38'20" W	48.87'
L29	S 84°19'48" W	48.87'
L30	S 80°01'16" W	48.87'
L31	S 75°42'43" W	48.87'
L32	S 71°30'55" W	35.59'
L33	S 70°04'35" W	43.37'
L34	S 69°36'01" W	120.00'
L35	S 69°14'08" W	19.54'
L36	N 20°23'59" W	85.32'
L37	N 26°53'26" E	5.00'
L38	N 69°36'01" E	84.79'
L39	N 20°11'32" W	124.38'

LINE TABLE		
NUMBER	BEARING	DISTANCE
L40	N 64°31'00" W	26.96'
L41	N 20°23'59" W	129.60'
L42	N 69°36'01" E	58.62'
L43	S 69°36'01" W	58.62'
L44	S 04°46'20" W	23.33'
L45	S 55°13'45" W	41.34'
L46	N 55°13'45" E	41.34'
L47	S 60°11'49" W	93.65'
L48	N 60°11'49" E	96.66'
L49	N 20°23'59" W	33.38'
L50	N 22°02'20" E	53.11'
L51	N 22°02'20" E	53.11'
L52	S 04°46'20" W	23.33'
L53	N 22°02'20" E	71.15'
L54	N 18°28'19" E	58.57'
L55	N 05°32'23" W	62.90'
L56	S 28°04'35" E	50.00'
L57	S 32°54'56" E	64.48'
L58	N 20°23'59" W	112.61'
L59	N 35°15'55" E	111.30'
L60	S 85°46'09" E	50.86'
L61	N 60°39'40" W	19.02'
L62	S 43°49'26" E	47.73'
L63	S 30°48'09" W	69.40'
L64	S 60°58'13" W	60.00'
L65	N 04°31'58" W	54.80'
L66	N 23°44'00" E	85.69'
L67	N 16°49'06" E	20.00'
L68	N 52°23'35" E	44.32'
L69	S 25°58'31" E	49.48'
L70	S 23°42'39" E	50.08'
L71	N 05°14'29" E	69.25'
L72	S 27°17'24" E	36.50'
L73	S 08°42'28" W	43.17'
L74	S 28°04'35" E	60.00'
L75	N 06°58'48" E	25.00'
L76	N 21°07'11" W	27.29'
L77	S 45°48'47" E	13.86'

FINAL PLAT

LARIAT SECTION 10

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DESCRIPTION OF A 41.935 ACRE TRACT OF LAND
WILLIAMSON COUNTY, TEXAS

ALL THAT CERTAIN PARCEL OR TRACT OF LAND OUT OF THE JOHN MCDEVITT SURVEY, ABSTRACT NO. 415, SITUATED IN WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF A CALLED 68.75 ACRE TRACT OF LAND AS CONVEYED TO PHAU–LARIAT 108, L.L.C. BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2021138569; AND, A PORTION OF A CALLED 42.34 ACRE TRACT OF LAND AS CONVEYD TO TRI POINTE HOMES TEXAS, INC BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2021138718 OF THE OFFICIAL PUBLIC RECORD OF WILLIAMSON COUNTY, TEXAS; AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2–INCH IRON ROD WITH CAP STAMPED "LSI SURVEY" FOUND FOR THE NORTHWEST CORNER OF SAID PHAU–LARIAT TRACT, THE NORTHEAST CORNER OF SAID TRI POINTE HOMES TRACT, FOR THE NORTHWEST CORNER AND POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT;

THENCE, WITH THE NORTHERLY LINES OF SAID PHAU–LARIAT TRACT, THE FOLLOWING TEN (10) COURSES:

1. N 72°06'21" E A DISTANCE OF 180.17 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR AN EXTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;
2. S 20°23'59" E A DISTANCE OF 73.83 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;
3. N 69°36'01" E A DISTANCE OF 338.16 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;
4. N 61°28'03" E A DISTANCE OF 57.61 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;
5. N 55°27'09" E A DISTANCE OF 59.46 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;
6. N 64°55'31" E A DISTANCE OF 74.97 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;
7. S 88°24'31" E A DISTANCE OF 287.15 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;
8. S 80°49'30" E A DISTANCE OF 419.80 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;
9. S 72°08'20" E A DISTANCE OF 130.14 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR AN EXTERIOR CORNER OF THE HEREIN DESCRIBED TRACT AT A POINT OF CURVATURE OF A CURVE TO THE RIGHT; AND
10. ALONG SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 80.77 FEET, HAVING A RADIUS OF 658.00 FEET, A CENTRAL ANGLE OF 7°01'59" AND A CHORD WHICH BEARS S 27°25'39" E, A DISTANCE OF 80.72 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;

THENCE, DEPARTING SAID LINE, OVER AND ACROSS SAID PHAU–LARIAT TRACT, THE FOLLOWING SIX (6) COURSES:

1. S 48°18'52" W A DISTANCE OF 187.25 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;
2. S 29°48'11" E A DISTANCE OF 343.51 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR AN EXTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;
3. S 60°11'49" W A DISTANCE OF 103.32 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;
4. S 7°17'57" E A DISTANCE OF 77.84 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;
5. S 11°38'31" W A DISTANCE OF 65.20 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT; AND
6. S 41°00'12" W A DISTANCE OF 92.42 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "BGE INC" SET ON AN EASTERLY LINE OF SAID PHAU–LARIAT TRACT FOR AN EXTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, WITH AN EASTERLY LINE OF SAID PHAU–LARIAT TRACT, S 61°55'25" W A DISTANCE OF 19.00 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "LSI SURVEY" FOUND AT AN INTERIOR CORNER OF SAID PHAU–LARIAT TRACT;

THENCE, DEPARTING SAID LINE, OVER AND ACROSS SAID PHAU–LARIAT TRACT, THE FOLLOWING FOURTEEN (14) COURSES:

1. S 62°08'39" W A DISTANCE OF 19.28 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;
2. S 61°55'25" W A DISTANCE OF 230.00 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR AN EXTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;
3. N 28°04'35" W A DISTANCE OF 27.06 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;
4. S 61°55'25" W A DISTANCE OF 240.00 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;
5. S 28°04'35" E A DISTANCE OF 9.35 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR AN EXTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;
6. S 61°55'25" W A DISTANCE OF 50.00 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "BGE INC" SET AT A POINT OF CURVATURE OF A CURVE TO THE RIGHT;
7. ALONG SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 23.11 FEET, HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 88°16'23" AND A CHORD WHICH BEARS S 16°03'37" W, A DISTANCE OF 20.89 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "BGE INC" SET AT A POINT OF TANGENCY;
8. S 60°11'49" W A DISTANCE OF 89.59 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "BGE INC" SET AT A POINT OF CURVATURE OF A TANGENT CURVE TO THE LEFT;
9. ALONG SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 143.49 FEET, HAVING A RADIUS OF 325.00 FEET, A CENTRAL ANGLE OF 25°17'48" AND A CHORD WHICH BEARS S 47°32'55" W, A DISTANCE OF 142.33 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "BGE INC" SET AT A POINT OF TANGENCY;
10. S 34°36'22" W A DISTANCE OF 41.21 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "BGE INC" SET AT A POINT OF CURVATURE OF A TANGENT CURVE TO THE RIGHT;
11. ALONG SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 59.53 FEET, HAVING A RADIUS OF 38.00 FEET, A CENTRAL ANGLE OF 89°45'53" AND A CHORD WHICH BEARS S 79°29'17" W, A DISTANCE OF 53.63 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR A POINT OF TANGENCY;
12. S 38°09'07" W A DISTANCE OF 70.17 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "BGE INC" SET AT A POINT OF CURVATURE OF A CURVE TO THE RIGHT;
13. ALONG SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 60.97 FEET, HAVING A RADIUS OF 37.00 FEET, A CENTRAL ANGLE OF 94°24'29" AND A CHORD WHICH BEARS S 8°46'20" E, A DISTANCE OF 54.30 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "BGE INC" SET AT A POINT OF TANGENCY; AND
14. S 38°25'54" W A DISTANCE OF 78.03 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "BGE INC" SET ON THE COMMON PROPERTY LINE OF SAID PHAU–LARIAT TRACT AND A CALLED 45.04 ACRE TRACT OF LAND AS CONVEYED TO ASHTON AUSTIN RESIDENTIAL, L.L.C., BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2021138712 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, FOR AN EXTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, CONTINUING WITH THE COMMON PROPERTY LINE OF SAID PHAU–LARIAT TRACT AND SAID ASHTON AUSTIN TRACT, THE FOLLOWING SEVENTEEN (17) COURSES:

1. N 47°32'04" W A DISTANCE OF 16.99 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;
2. N 56°53'21" W A DISTANCE OF 48.87 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;
3. N 61°11'54" W A DISTANCE OF 48.87 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;
4. N 65°30'26" W A DISTANCE OF 48.87 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;
5. N 69°48'58" W A DISTANCE OF 48.87 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;
6. N 74°07'31" W A DISTANCE OF 48.87 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;
7. N 78°26'03" W A DISTANCE OF 48.87 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;
8. N 82°44'35" W A DISTANCE OF 48.87 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;
9. N 87°03'07" W A DISTANCE OF 48.87 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;
10. S 88°38'20" W A DISTANCE OF 48.87 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;
11. S 84°19'48" W A DISTANCE OF 48.87 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;
12. S 80°01'16" W A DISTANCE OF 48.87 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;
13. S 75°42'43" W A DISTANCE OF 48.87 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;
14. S 71°30'55" W A DISTANCE OF 35.59 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;
15. S 70°04'35" W A DISTANCE OF 43.37 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;
16. S 69°36'01" W A DISTANCE OF 120.00 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT; AND
17. S 69°14'08" W A DISTANCE OF 19.54 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;

THENCE, DEPARTING SAID COMMON LINE, OVER AND ACROSS SAID PHAU–LARIAT TRACT AND SAID TRI POINTE HOMES TRACT, N 20°23'59" W A DISTANCE OF 85.32 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "BGE INC" SET AT A POINT OF CURVATURE OF A TANGENT CURVE TO THE RIGHT;

THENCE, CONTINUING OVER AND ACROSS SAID TRI POINTE HOMES TRACT, ALONG SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 21.68 FEET, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 49°40'47" AND A CHORD WHICH BEARS N 4°26'25" E, A DISTANCE OF 21.00 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;

THENCE, CONTINUING OVER AND ACROSS SAID TRI POINTE HOMES TRACT, N 26°53'26" E A DISTANCE OF 5.00 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "BGE INC" SET AT A POINT OF CURVATURE OF A TANGENT CURVE TO THE RIGHT;

THENCE, ACROSS SAID TRI POINTE HOMES TRACT AND SAID PHAU–LARIAT TRACT, ALONG SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 19.68 FEET, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 45°05'57" AND A CHORD WHICH BEARS N 47°03'03" E, A DISTANCE OF 19.17 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR A POINT OF TANGENCY;

THENCE, CONTINUING OVER AND ACROSS SAID PHAU–LARIAT TRACT, N 69°36'01" E A DISTANCE OF 84.79 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, OVER AND ACROSS SAID PHAU–LARIAT TRACT AND WITH THE COMMON PROPERTY LINE OF SAID PHAU–LARIAT TRACT AND SAID TRI POINTE HOMES TRACT, N 20°23'59" W, PASS A 1/2–INCH IRON ROD WITH CAP STAMPED "LSI SURVEY" AT A DISTANCE OF 64.74 FEET, CONTINUING ON FOR A TOTAL DISTANCE OF 539.56 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;

THENCE, WITH THE COMMON PROPERTY LINE OF SAID PHAU–LARIAT TRACT AND SAID TRI POINTE HOMES TRACT, THE FOLLOWING SIX (6) COURSES:

1. N 70°51'03" E A DISTANCE OF 367.66 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;
2. N 20°11'32" W A DISTANCE OF 124.38 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;
3. N 25°11'29" E A DISTANCE OF 211.83 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "BGE INC" SET AT A POINT OF CURVATURE OF A CURVE TO THE RIGHT;
4. ALONG SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 52.06 FEET, HAVING A RADIUS OF 60.00 FEET, A CENTRAL ANGLE OF 49°42'56" AND CHORD WHICH BEARS N 0°10'43" E, A DISTANCE OF 50.44 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;
5. N 64°31'00" W A DISTANCE OF 26.96 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT; AND
6. N 20°23'59" W A DISTANCE OF 129.60 FEET TO THE POINT OF BEGINNING AND CONTAINING 41.935 ACRES OF LAND, MORE OR LESS;

FINAL PLAT

LARIAT SECTION 10

A SUBDIVISION OF 41.935 ACRES OF LAND
LOCATED IN THE
JOHN MCDEVITT SURVEY A–415
IN WILLIAMSON COUNTY, TEXAS.

BGE, Inc.
101 West Louis Henna Blvd., Suite 400
Austin, Texas 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPELS Registration No. F-1046
TBPELS Licensed Surveying Firm No. 10106500

\\bgeinc\data\TXC\Projects\Randolph Todd Co\9738-00-Northgate Ph2 Sec9-10\SV\04 Finals\Drawings\Plats\Section 10 Plat\9738-00 Northgate Ph 2 Sec 10 Plat_R2.dwg, 6/19/2025 11:33 AM, Marcus Gorzo

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

THAT PHAU – LARIAT 108, L.L.C., ACTING HEREBY AND THROUGH, NICK MCINTYRE, SENIOR VICE PRESIDENT OF LAND DEVELOPMENT, OWNER OF THE REMAINDER OF A CALLED 68.75 ACRE TRACT OF LAND AS CONVEYED TO IT BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2021138569 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, ALSO BEING A PORTION OF AN ABANDONED COUNTY ROAD (COUNTY ROAD NO. 214) AS VACATED IN ROADWAY CLOSURE ORDER (EXHIBIT "D") AS RECORDED IN DOCUMENT NUMBER 2023057734 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, AND THAT TRI POINTE HOMES TEXAS, INC., ACTING HEREBY AND THROUGH, BRYAN HAVEL, DIVISION PRESIDENT, OWNER OF A 42.34 ACRE TRACT OF LAND AS CONVEYED TO IT BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2021138718 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, OUT OF THE JOHN MCDEVITT SURVEY, ABSTRACT NO. 415, SITUATED IN WILLIAMSON COUNTY, TEXAS, DO HEREBY SUBDIVIDE 41.935 ACRES AND DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THOSE CERTAIN TRACTS OF LAND, AND THAT WE OWNERS OF 41.935 ACRES AS SHOWN HEREON, DO HEREBY SUBDIVIDE AND 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:

LARIAT SECTION 10

WITNESS MY HAND, THIS THE 20 DAY OF JUNE, 2025, A.D.

PHAU – LARIAT 108, A TEXAS LIMITED LIABILITY COMPANY
9000 GULF FREEWAY
HOUSTON, TEXAS 77017

BY: PH LAND HOLDINGS, L.L.C.,
IT'S SENIOR VICE PRESIDENT OF LAND DEVELOPMENT

NICK MCINTYRE, SENIOR VICE PRESIDENT OF LAND DEVELOPMENT

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED NICK MCINTYRE, SENIOR VICE PRESIDENT OF LAND DEVELOPMENT, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

NOTARY PUBLIC, STATE OF TEXAS — DATE: 06/20/25

PRINT NOTARY'S NAME: Alyssa Bailey Benavides
MY COMMISSION EXPIRES: 6/13/26

ALYSSA BAILEY BENAVIDES
Notary Public, State of Texas
Comm. Expires 06-13-2026
Notary ID 133809459

WITNESS MY HAND, THIS THE 19 DAY OF June, 2025, A.D.

TRI POINTE HOMES TEXAS, INC, A TEXAS CORPORATION
13640 BRIARWICK DR., SUITE 170
AUSTIN, TX 78729

BY: TRI POINTE HOMES TEXAS, INC, A TEXAS CORPORATION

BRYAN HAVEL, DIVISION PRESIDENT

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED BRYAN HAVEL, DIVISION PRESIDENT, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

NOTARY PUBLIC, STATE OF TEXAS — DATE: June 19 2025

PRINT NOTARY'S NAME: Michael Stevens
MY COMMISSION EXPIRES: 8/8/2027

MICHAEL LEE STEVENS
Notary Public, State of Texas
Comm. Expires 08-08-2027
Notary ID 13448723-2

FINAL PLAT

LARIAT SECTION 10

A SUBDIVISION OF 41.935 ACRES OF LAND
LOCATED IN THE
JOHN MCDEVITT SURVEY A-415
IN WILLIAMSON COUNTY, TEXAS.

THIS TRACT IS NOT LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE.

A PORTION OF THIS SUBDIVISION LIES WITHIN THE DESIGNATED 100 YEAR FLOOD PLAIN AS DEFINED BY F.E.M.A. MAP NO. 48491C0235F, DATED DECEMBER 20, 2019.

I, TY MARWITZ, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS, TO PRACTICE THE PROFESSION OF ENGINEERING, AND DO HEREBY CERTIFY THAT THIS PLAT IS FEASIBLE FROM AN ENGINEERING STANDPOINT, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

TY MARWITZ, P.E.
LICENSED PROFESSIONAL ENGINEER NO. 153036
BGE, INC.
101 WEST LOUIS HENNA BLVD., SUITE 400
AUSTIN, TEXAS 78728

DATE: 6/18/25

STATE OF TEXAS — TY D. MARWITZ — 153036 — LICENSED PROFESSIONAL ENGINEER

I, JONATHAN O. NOBLES, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS, TO PRACTICE THE PROFESSION OF LAND SURVEYING, AND DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND WAS PREPARED FROM AN ACTUAL ON THE GROUND SURVEY, UNDER MY SUPERVISION.

JONATHAN O. NOBLES, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5777
BGE, INC.
101 WEST LOUIS HENNA BLVD., SUITE 400
AUSTIN, TEXAS 78728

DATE: 6/24/2025

STATE OF TEXAS — REGISTERED — JONATHAN O. NOBLES — 5777 — PROFESSIONAL LAND SURVEYOR

NOTES:

1. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO THE APPROVED WATER AND WASTEWATER SYSTEMS.
2. WATER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY GEORGETOWN UTILITY SYSTEMS.
3. SEWER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY NORTH SAN GABRIEL MUD NO. 1.
4. ELECTRIC SERVICES FOR THIS SUBDIVISION WILL BE PROVIDED BY PEDERNALES ELECTRIC COOPERATIVE.
5. ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS.
6. IT IS THE RESPONSIBILITY OF THE OWNERS, 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.
7. 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.
8. A PORTION OF THIS DEVELOPMENT IS CONSIDERED EXEMPT FROM ON-SITE STORMWATER DETENTION CONTROLS BASED ON WILLIAMSON COUNTY SUBDIVISION REGULATION B11.1.1, WHICH STATES THAT A PROPOSED DEVELOPMENT MAY BE CONSIDERED EXEMPT FROM PROVIDING ON-SITE STORMWATER DETENTION IF THE DEVELOPMENT RELEASES UNDETAINED STORMWATER DIRECTLY INTO A DETENTION EXEMPT STREAM REACH.
9. ALL SIDEWALKS SHALL BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.
10. A 10 FOOT WIDE PUBLIC UTILITY EASEMENT IS HEREBY DEDICATED ADJACENT TO ALL STREET RIGHT-OF-WAY.
11. EVERY DEED WITHIN THIS SUBDIVISION SHALL CONTAIN NOTICE TO THE GRANTEE OF THE FOLLOWING: ALL ROADS WITHIN THIS SUBDIVISION ARE MAINTAINED BY NORTH SAN GABRIEL MUD NO. 1. NORTH SAN GABRIEL MUD NO. 1 SHALL BE PERPETUALLY LIABLE FOR MAINTENANCE OF THE ROADS AND THE QUALITY OF THE ROADS MUST BE MAINTAINED AS NOT TO AFFECT ACCESS BY PUBLIC SERVICES AGENCIES SUCH AS POLICE, FIRE, AND EMERGENCY MEDICAL SERVICES. WILLIAMSON COUNTY WILL NEVER ACCEPT OR MAINTAIN THE ROADS.
12. THE OWNER SHALL PROVIDE A MAINTENANCE SCHEDULE FOR THE ROADS TO THE COUNTY ENGINEER FOR APPROVAL PRIOR TO PLACEMENT OF THE FINAL PLAT ON THE COMMISSIONERS COURT AGENDA FOR APPROVAL. THE SCHEDULE SHALL INCLUDE THE MAINTENANCE ACTIVITIES, THEIR CYCLE OF OCCURRENCE, AND THE CURRENT COST OF PROVIDING THE MAINTENANCE ACTIVITY. THE TOTAL COST OF THE ACTIVITIES ALONG WITH THE RATE OF INFLATION SHALL BE USED TO DETERMINE THE ANNUAL ASSESSMENT PER LOT.
13. A 25 FOOT SETBACK FROM INTERNAL STREET ROW IS REQUIRED BY WILLIAMSON COUNTY SUBDIVISION REGULATIONS FOR ALL LOTS, HOWEVER, A 15 FOOT SIDE SETBACK IS PERMITTED ALONG NON-MAJOR HIGHWAYS AND ROADS.
14. 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.
15. DRIVEWAY ACCESS TO LOTS WITHIN THIS SUBDIVISION FROM SIDE STREETS IS PROHIBITED.
16. MAINTENANCE RESPONSIBILITY FOR DRAINAGE WILL NOT BE ACCEPTED BY THE COUNTY OTHER THAN THAT ACCEPTED IN CONNECTION WITH DRAINING OR PROTECTING THE ROAD SYSTEM. MAINTENANCE RESPONSIBILITY FOR STORM WATER MANAGEMENT CONTROLS WILL REMAIN WITH THE OWNER.
17. THE MINIMUM FFE SHALL BE AT LEAST ONE FOOT ABOVE THE ADJACENT FINISHED GRADE AND BFE. EXCEPTIONS CAN BE MADE AT ENTRANCE AND EGRESS POINTS, WHERE NECESSARY, TO MEET THE AMERICANS WITH DISABILITIES ACT (ADA). RECREATIONAL VEHICLE PARKING PADS MUST ALSO BE PLACED AT LEAST ONE FOOT ABOVE BFE.
18. 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.
19. LOTS 193 AND 219, BLOCK N, ARE 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. 45491C0235F, EFFECTIVE DATE DECEMBER 20, 2019 FOR WILLIAMSON COUNTY, TEXAS.
20. A CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS EXCEPT FOR LOTS 193 AND 219, BLOCK N, 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.
21. A FLOODPLAIN DEVELOPMENT PERMIT MAY BE REQUIRED FOR LOTS 193 AND 219, BLOCK N, PRIOR TO ANY CONSTRUCTION OR DEVELOPMENT. THE NEED FOR A FLOODPLAIN DEVELOPMENT PERMIT WILL BE DETERMINED BY WILLIAMSON COUNTY UPON REVIEW OF THE PROPOSED STRUCTURE LOCATION.
22. THE MINIMUM FINISHED FLOOR ELEVATIONS (FFE) FOR LOTS 193 AND 219, BLOCK N, SHOWN ON THIS PLAT, ARE DETERMINED BY THE 100-YEAR FLOODPLAIN PER FEMA FIRM NO. 45491C0235F, EFFECTIVE DECEMBER 20, 2019.
23. 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.

ROAD NAME AND ADDRESS ASSIGNMENT VERIFIED THIS THE 18 DAY OF June, 2025 A.D.

WILLIAMSON COUNTY ADDRESS COORDINATOR
Cindy Bridges

IN APPROVING THIS PLAT BY THE COMMISSIONERS' COURT OF WILLIAMSON COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IS THE RESPONSIBILITY OF THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS' COURT OF WILLIAMSON COUNTY, TEXAS. SAID COMMISSIONERS' COURT ASSUMES NO OBLIGATION TO BUILD ANY OF THE STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT OR OF CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH. THE COUNTY WILL ASSUME NO RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE ROAD SYSTEM AND STREETS.

THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOOD PLAIN DATA, IN PARTICULAR, MAY CHANGE DEPENDING ON SUBSEQUENT DEVELOPMENT. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE STREETS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

I, STEVEN SNELL, COUNTY JUDGE OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS MAP OR PLAT, WITH FIELD NOTES HEREON, THAT A SUBDIVISION HAVING BEEN FULLY PRESENTED TO THE COMMISSIONERS' COURT OF WILLIAMSON COUNTY, TEXAS, AND BY THE SAID COURT DULY CONSIDERED, WERE ON THIS DAY APPROVED AND PLAT IS AUTHORIZED TO BE REGISTERED AND RECORDED IN THE PROPER RECORDS OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

STEVEN SNELL, COUNTY JUDGE — DATE
WILLIAMSON COUNTY, TEXAS

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

THAT I, NANCY E. RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATION OF AUTHENTICATION, WAS FILED FOR RECORD IN MY OFFICE ON THE ____DAY OF_____ A.D., 20___, AT _____ O'CLOCK ____M. AND DULY RECORDED ON THE ____DAY OF _____, A.D., 20___, AT _____O'CLOCK ____M. IN THE PLAT RECORDS OF SAID COUNTY, IN DOCUMENT NO._____.

WITNESS MY HAND AND SEAL OF THE COUNTY COURT OF SAID COUNTY, AT OFFICE IN GEORGETOWN, TEXAS, THE DATE LAST ABOVE WRITTEN.

NANCY E. RISTER, CLERK, COUNTY COURT
WILLIAMSON COUNTY, TEXAS

BY: _____
DEPUTY

BGE, Inc.
101 West Louis Henna Blvd., Suite 400
Austin, Texas 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPELS Registration No. F-1046
TBPELS Licensed Surveying Firm No. 10106500

\\bgeinc\data\TXC\Projects\Randolph Todd Co\9738-00-Northgate_Ph2_Sec9-10\SV\04_Finals\Drawings\Plats\Section 10 Plat\9738-00 Northgate Ph 2 Sec 10 Plat_R2.dwg, 6/18/2025 11:23 AM, Marcus Garza

Commissioners Court - Regular Session **39.**

Meeting Date: 07/01/2025

Indigent/Abandoned Burial

Submitted For: Steven Snell **Submitted By:** Andrea Schiele, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take any necessary action to approve an Order for Interment by cremation of deceased (Anna Mae Branham) who passed away in Williamson County, Texas, where the County has discretion to inter, pursuant to Tex. Health & Safety Code § 711.002(e), and authorize Beck Funeral Home to move forward with interment.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Order for Interment

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Andrea Schiele	06/26/2025 04:42 PM
Form Started By: Andrea Schiele		Started On: 06/26/2025 04:39 PM
Final Approval Date: 06/26/2025		

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

ORDER OF COMMISSIONERS COURT
OF WILLIAMSON COUNTY, TEXAS
AUTHORIZING INTERMENT
OF DECEDENT'S REMAINS
(Anna Mae Branham)

Pursuant to the Laws and Rules of the State of Texas, the Texas Health & Safety Code, Chapter 711, Section 711.002(e), and the common law granting the County authority to regulate the public health and safety, the Commissioners Court of Williamson County finds that:

Anna Mae Branham (SSN xxx-xx-4182) passed away on March 17, 2025, at the age of 61, at a hospice facility located in Williamson County.

The Court also finds that there has been an investigation to obtain information regarding next of kin and the ability to pay for interment expense. However, all attempts to contact any known next of kin of the deceased's family have failed to identify any responsible or known next of kin with the ability to pay for necessary expenses. In the facts presented in this case, the deceased's body has either become abandoned or those with the ability to pay are unable to do so.

The Court finds that this case involves either an abandoned body or is qualified for indigent burial; therefore, the duty to cover the costs of interment falls to Williamson County.

IT IS THEREFORE ORDERED THAT the deceased body shall be interred (*i.e.,* permanent disposition of remains by entombment, burial, or placement in a niche).

IT IS FURTHER ORDERED THAT costs of cremation of the deceased be paid by Williamson County, Texas in accordance with its policies and regulations and that Beck Funeral Home is granted authority to cremate the deceased.

Signed and entered this 1st day of July 2025.

_____
Hon. Steve Snell
Williamson County Judge

Commissioners Court - Regular Session **40.**

Meeting Date: 07/01/2025

Texas Housing Foundation Appointment

Submitted For: Steven Snell **Submitted By:** Andrea Schiele, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on re-appointing John Moman as the commissioner for the Texas Housing Foundation Board of Commissioners to represent Williamson County on the Texas Housing Foundation Board to serve a two (2) year term commencing on July 1, 2025 and ending on June 30, 2027, pursuant to Texas Local Government Code Section 392.033.

Background

The County's appointee cannot be an officer or employee of Williamson County.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Resolution

John Moman Bio

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Andrea Schiele	06/26/2025 04:37 PM
Form Started By: Andrea Schiele		Started On: 06/26/2025 04:22 PM
Final Approval Date: 06/26/2025		

RESOLUTION MAKING A RE-APPOINTMENT TO THE BOARD OF COMMISSIONERS OF THE TEXAS HOUSING FOUNDATION

WHEREAS, the Bylaws of the Texas Housing Foundation, a Texas regional housing authority ("THF"), as well as Section 392.033 of the Texas Local Government Code, authorize the Commissioners Court of Williamson County, Texas, to appoint one Commissioner to the THF Board, and;

WHEREAS, the current Commissioner of the THF Board representing Williamson County is John Moman, who has a term that has expired and requires re-appointment;

NOW THEREFORE BE IT RESOLVED by the Commissioners Court of Williamson County, Texas, that John Moman is re-appointed as a Commissioner of the Board of Commissioners for the Texas Housing Foundation to serve a two-year term beginning July 1, 2025, and ending June 30, 2027.

PASSED AND APPROVED THIS 1st DAY OF JULY, 2025.

_____
Steven Snell, Williamson County Judge

ATTEST:

_____
Nancy E. Rister, Williamson County Clerk

JOHN S. MOMAN, EMERITAS ARCHITECT



Education

1978	Bachelor of Architecture, Texas Tech University

Architectural Registration

State of Texas	Architectural Registration No: 11013

Work History

John started Moman Architects in November 2000 and rebranded the firm in October 2014 to Moman Design. John sold his firm to Heather Donahue and Cal Otero in December 2022. They rebranded the firm to MOD: Architecture.

Public Service and Community Organizations

2018-present	**Board Member Texas Housing Foundation Representative for Williamson County**
2011-2014	CAMPO Board of Directors, representing the City of Round Rock
2009-2015	**City Council Member, Place 5, Round Rock, Texas**
2007-2010	Board Member Envision Central Texas
2005-2009	Chairman of the Development Review Committee, Round Rock Chamber of Commerce
2005-2007	Board Member of the Round Rock Area Serving Center
2004-2005	Member of the Round Rock Chamber's Central Texas Advisory Council
2003-2014	Member of the Real Estate Council of Austin
2003-2011	Member of the Noon Round Rock Rotary Club
2003-2005	Board Member of the Austin/San Antonio Corridor Council
1999-2001	Member of the Round Rock Independent School District Partners In Education
1998-1999	**Chairman of Round Rock Chamber of Commerce Board of Directors**
1994-2006	Member of the Zoning Board of Adjustment, City of Round Rock
1994-2002	Member of the Round Rock Chamber's Economic and Development Committee
1994-2000	Board Member of Round Rock Chamber of Commerce Board of Directors
1988	Graduate of Leadership Round Rock
1994-2002	Member of the Round Rock Chamber's Economic Development Committee
1995-2014	Member of the Momentum Group (formerly the Century Club)
1994-1997	Chairman of the Round Rock Chamber's Tourism Committee
1990-1993	Chairman of the Community Improvement Committee, Round Rock Chamber of Commerce
1990-1991	Member of the Round Rock Independent School District Partners In Education
1990-2000-2010-2020	Member of the Advisory Board for the City of Round Rock General Plan Update
1989	Member of the Round Rock Chamber's Higher Education Committee
1988-1989	Board Member of the Round Rock Area Serving Center
1988	President of Dove Creek Neighborhood Association
1986-1994	Planning & Zoning Commission City of Round Rock

Pro Bono Projects

2023	Williamson County Children's Advocacy Center Renovation; Georgetown, Texas
2015	Central Texas Table of Grace Renovation; Round Rock, Texas
2014	Sam Bass Cemetery Pavilion; Round Rock, Texas
2008	Williamson County Humane Society: Renovation & Addition
2006	Williamson County Children's Advocacy Center 8.000 SF New Building; Georgetown, Texas
2007	Boys & Girls Club New Building; Georgetown, Texas
2003	Williamson County Facilities New Building: Georgetown, Texas
2002	Boys & Girls Club Renovation; Georgetown, Texas
1992-1999	**Chisholm Trail Crossing Statues Commemorating the Chisholm Trail Cattle Drives**

Awards & Publications

April 2017	Texas CEO Magazine – *Permit Me: A Primer on Permit Approval*
2007	AGC Outstanding Construction Award for Central Baptist Church, Round Rock, Texas
2003	Austin Energy Two Star Green Building for Wells Branch Library, Austin, Texas
2002	ABC Certificate for Excellence for FSB Central Texas, Round Rock, Texas



Swearing In Ceremony for the City of Round Rock City Council: May 28, 2009

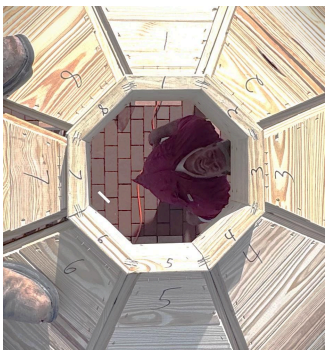


Chisholm Trail Crossing the "Bell Steer" Statue: 1999



Round Rock Chamber Board of Directors: Chair 1998-1999







Williamson County Children's Advocacy Center Gazebo: February 2025

Commissioners Court - Regular Session **41.**

Meeting Date: 07/01/2025

Hear an update on the Samsung internship program with Taylor ISD

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 update on the Samsung paid internship program with Taylor ISD.

Background

In 2021, Williamson County Judge Bill Gravell made an agreement with Samsung that they would provide 2 dozen Taylor ISD students with a paid internship each year at either of the 2 sites in Central Texas.

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	06/25/2025 04:41 PM
Form Started By: Kelley Hernandez		Started On: 06/25/2025 09:12 AM
Final Approval Date: 06/25/2025		

Commissioners Court - Regular Session **42.**

Meeting Date: 07/01/2025

RE Ag

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 McAllister & Associates; 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

Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	06/26/2025 03:17 PM
Form Started By: Hal Hawes		Started On: 06/26/2025 11:58 AM
Final Approval Date: 06/26/2025		

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 101 Georgetown, Texas 78626
Broker:	McAllister & Associates 201 Barton Springs Road Austin, Texas 78704

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

WHEREAS, Broker desires to render services for Williamson County on the terms and conditions provided in this Agreement; and

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 Effective Date and expire on the one (1) year thereafter ("Term"). The Agreement shall automatically renew for up to two (2) additional one (1) year terms unless either Party terminates 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. Williamson County will 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.

B. 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;.

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 **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.

D. 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 Effective 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 its 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 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:	Williamson County
By: 	By: _____
Name: Marci L. Cannon	Name: _____
Title: Agent	Title: As Presiding Officer of the Williamson County Commissioners Court
Date: June 27, 20 25	Date: _____, 20___

Commissioners Court - Regular Session **43.**

Meeting Date: 07/01/2025

FY25 CDBG Annual Action Plan

Submitted By: Sally Bardwell, HUD Grants

Department: HUD Grants

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on the Community Development Block Grant 2025 proposed projects to be included in the 2025 Action Plan.

Background

Williamson County has been awarded a Community Development Block Grant (CDBG) FY25 funding allocation of $2,200,130 to successfully support community development and affordable housing efforts for low and moderate-income areas throughout the County. The county will also receive ESG funds in the amount of $185,910. This is a request for the approval of the 2025 proposed projects to be included in the Annual Action Plan. The attached "FY25 Draft Action Plan" is for your review. Projects listed in this document will be included in the FY25 Annual Action Plan.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

FY25 CDBG Draft Action Plan

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	06/26/2025 11:07 AM
Form Started By: Sally Bardwell		Started On: 06/26/2025 10:54 AM
Final Approval Date: 06/26/2025		

2025
Annual Action Plan

Community Development Block Grant
Emergency Solutions Grant

WILLIAMSON COUNTY
1848

Williamson County, Texas

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

Williamson County is a federal entitlement community under the U.S. Department of Housing and Urban Development's (HUD) Community Development Block Grant (CDBG) Program. The County is required to prepare an Annual Action Plan to implement its federal CDBG program. The program funding allocation of $2,220,130 is to be used to successfully support community development and affordable housing efforts in low and moderate income areas throughout the County. The County will also receive ESG funding in the amount of $158,910 that will be used for rapid rehousing.

The Williamson County consortium consists of ten participating cities and the unincorporated areas of county. The participating cities included Cedar Park, Coupland, Georgetown, Granger, Hutto, Jarrell, Leander, Liberty Hill, Taylor and Weir.

Williamson County's current Five-Year Consolidated Plan covers 2024-2028. Williamson County CDBG 2025-2026 Annual Action Plan covers the period from October 1, 2025 to September 30, 2026 and is the second Annual Action Plan for the five year period.

The county will allocate $440,026 (20%) to program administration and oversight. The remaining funds will be allocated to infrastructure, public facilities and social services. All projects are a high priority as identified in the current Consolidated Plan.

- Georgetown Pine Street Drainage $250,000
- Georgetown Housing Authority Rehab $425,044
- Granger Wastewater $457,060
- Habitat for Humanity Home Repair $250,000
- The Georgetown Project $50,000
- Hope Alliance/Crisis Center $50,000
- Impact Counseling $60,000
- Key2Free $50,000
- Operation Liberty Hill $20,000
- Taylor Annie Street Waterline $128,000
- Yesterday's Gone $20,000
- Administration-Program Administration and Oversight $440,026

2. Summarize the objectives and outcomes identified in the Plan

The FY25 funded projects were selected to address one or more of the following performance objectives:

- Provide Decent Affordable Housing
- Create Suitable Living Environments
- Create Economic Opportunities

Projects funded in FY25 will address one or more of the following performance outcomes:

- Improve Availability/Accessibility
- Improve Affordability
- Improve Sustainability

Project selection is guided by the 2024-2008 funding priorities:

Public Facility and Infrastructure Improvements

•Fund non-housing community development proposals that eliminate a threat to public health and safety to include water/sewer projects, drainage projects, sidewalks, and street improvements.

•Fund public facility improvements that benefit low income households and persons, and persons with special needs to include senior centers, neighborhood facilities, youth centers, homeless facilities, childcare centers, parks and recreational facilities.

Increase Access to Affordable Housing

•Fund activities that expand the supply and improve the condition of housing affordable to lower income households.

•Fund activities that leverage other public and private resources such as Low Income Housing Tax Credit (LIHTC) projects.

•Extend the useful life of existing affordable housing through weatherization, repair, and rehabilitation programs.

Decrease Homelessness

•Provide funds to support shelter operations and transitional housing.

•Provide funding to increase permanent supportive housing opportunities and work to create a stronger network of providers of supportive and mainstream services to homeless clients.

Public Services

•Fund projects that provide supportive services to low- and moderate-income household as well as persons with special needs.

•Support efforts to develop a regional social service collaborative to coordinate the work of social service organizations, disseminate information, and eliminate duplication of effort.

Affirmatively Further Fair Housing

•Support improved access to community resources.

•Continue to operate in compliance with protected class definitions found in federal regulations.

3. Evaluation of past performance

The Williamson County CDBG Program identified priorities and needs during the 2025-2028 Consolidated Planning Process, which is utilized in identifying projects to be funded. The Williamson County CDBG program is currently utilizing funds allocated to projects that are in line with current priorities. These projects are monitored as they are being implemented to ensure progress and eligible spending.

The County did not meet the required timeliness ratio in 2023 or 2024. Delays in projects are due to supply chain demands, increased costs, and meeting the requirements needed when combining multiple sources of funds. Williamson County is completing a HUD approved work-out plan to ensure funds are being utilized.

4. Summary of Citizen Participation Process and consultation process

The CDBG citizen participation plan indicates that all federal regulations regarding public comment periods and participation will be followed by the Williamson County CDBG Office. The CDBG Office encourages the public to review documents concerning the CDBG program and provide feedback when desired and needed. Representatives of participating cities, County Commissioners, and other stakeholders were notified of funding and information was posted on the Williamson County web site at www.wilco.org. Notification was also posted in local newspapers. Notices were published in both English and Spanish. A public hearing was held on March 12, 2025 to gather input regarding the CDBG program and potential projects.

Project funding was presented to the Williamson County Commissioners' Court on July 1, 2025. The FY25 Annual Action Plan was made available for public comment July 3, 2025-August 4, 2025.

5. Summary of public comments

Four participants attended the March 12, 2025 public hearing. An overview of the CDBG program was discussed along with potential projects and funding.

It is standard for Williamson County to address comments received and take them into consideration prior to final approval.

6. Summary of comments or views not accepted and the reasons for not accepting them

All comments received are considered and accepted.

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Agency Role	Name	Department/Agency
CDBG Administrator	WILLIAMSON COUNTY	Community Development
ESG Administrator	WILLIAMSON COUNTY	Community Development

Table 1 – Responsible Agencies

Narrative (optional)

Williamson County is the lead agency for the CDBG program and ESG program.

Consolidated Plan Public Contact Information

1	**Agency/Group/Organization**	Williamson County & Cities Health District
	Agency/Group/Organization Type	Services-Health Other government - County
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
2	**Agency/Group/Organization**	Williamson County, Housing and Urban Development
	Agency/Group/Organization Type	Other government - County
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Non-Homeless Special Needs Economic Development
3	**Agency/Group/Organization**	Caring Place

	Agency/Group/Organization Type	Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-homeless
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Lead-based Paint Strategy Homelessness Strategy
5	**Agency/Group/Organization**	Bluebonnet Trails Community Services
	Agency/Group/Organization Type	Services - Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Education Services-Employment

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Non-Homeless Special Needs
9	**Agency/Group/Organization**	Operation Liberty Hill
	Agency/Group/Organization Type	Services-Children Services-homeless Services-Education
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Anti-poverty Strategy
11	**Agency/Group/Organization**	Habitat for Humanity of Williamson County
	Agency/Group/Organization Type	Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Market Analysis
12	**Agency/Group/Organization**	WILLIAMSON COUNTY CRISIS CENTER D/B/A HOPE ALLIANCE
	Agency/Group/Organization Type	Services-Victims of Domestic Violence Services-homeless Services - Victims
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Non-Homeless Special Needs

13	**Agency/Group/Organization**	Georgetown Housing Authority
	Agency/Group/Organization Type	PHA
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Market Analysis
14	**Agency/Group/Organization**	Key2Free
	Agency/Group/Organization Type	Services-Victims of Domestic Violence Services - Victims
	What section of the Plan was addressed by Consultation?	Homelessness Strategy Non-Homeless Special Needs
15	**Agency/Group/Organization**	City of Leander
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Economic Development Market Analysis
16	**Agency/Group/Organization**	City of Liberty Hill
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Economic Development Market Analysis
17	**Agency/Group/Organization**	CITY OF GRANGER

Agency/Group/Organization Type	Other government - Local

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Economic Development Market Analysis
18	**Agency/Group/Organization**	City of Hutto
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Economic Development Market Analysis
19	**Agency/Group/Organization**	City of Cedar Park
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Economic Development Market Analysis
20	**Agency/Group/Organization**	City of Coupland
	Agency/Group/Organization Type	Other government - Local

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Economic Development Market Analysis
21	**Agency/Group/Organization**	Texas Homeless Network
	Agency/Group/Organization Type	Services-homeless
	What section of the Plan was addressed by Consultation?	Homelessness Strategy Anti-poverty Strategy

AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

1. Introduction

In accordance with 24 CFR 91.115(e) Williamson County has adopted a Citizen Participation Plan describing the citizen participation requirements of its CDBG program. This document describes the process for preparation of the Consolidated Plan and each Annual Plan. It outlines the outreach efforts that will be taken to coordinate these planning documents with public and private sector interests in the County.

A public hearing was held on March 12, 20225 to gather input on affordable housing and community needs in Williamson County. Stakeholders consisted of organizations that are familiar with, or interested in, Williamson County's housing and community development needs.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l))

Williamson County is a member of the Williamson County Homeless Coalition. The group meets with other local non-profits and social service agencies to discuss the needs of homeless and those at-risk of becoming homeless. The goals of this group are to form a homeless coalition and attempt to find resources to fill the gaps within the community regarding homeless and at-risk homeless. Agencies include food pantries, mental health agencies, neighboring local units of government, housing agencies, local and neighboring housing authorities, local not for profit health clinics, and Texas Homeless Network staff. The coalition also assists in the point in time count to identify needs and to secure additional funds needed.

Williamson County will continue to support the efforts of the Williamson County and Cities Health Districts to address lead based paint (LBP) hazards. The County will also continue to notify CDBG sub-recipients of LBP requirements and ensure compliance with CDBG requirements.

Williamson County's CDBG policies and procedures comply with the federal lead-based paint regulations at 24 CFR Part 35.

In accordance with lead-based paint requirements, the County will incorporate the following factors to refine and narrow the communities that are at highest risk with lead-based paint hazards as related to housing rehabilitation activities:

- Age of housing (pre-1978 housing units)
- Condition of housing
- Tenure and poverty levels

- Presence of young children
- Presence of lead poisoning cases

All contractors, sub-recipients, and other community partners are advised of the lead-based paint regulations. Additionally, the County's CDBG Office will continue to distribute information and literature on lead hazards to households who may be at risk of exposure.

Calls from residents regarding affordable housing options are directed to the local public housing authorities in Austin, Georgetown, Taylor, Granger and Round Rock. Those looking for assistance are also encouraged to contact the Capital Area Housing Finance Corporation to discuss affordable housing options and home buyers' assistance.

Williamson County has a community resources website that allows people to search online for needed resources such as health care, mental health services, housing, food, and other community resources. The Williamson County Community Resources website is designed to empower residents with information about resources in the area so that they can connect with available services. The site is www.wilco.org/communityresources.

At this time, the CDBG office does not directly coordinate with corrections programs and institutions. However, Bluebonnet MHMR coordinate with corrections programs and institutions in an effort to assist those who are experiencing a mental crisis. The programs allows for mental health support in an effort to avoid incarceration.

Emergency financial assistance is made available to Veterans who live in Williamson Count through the Veteran Services Office. Funding is provided through a Texas Veterans Commission grant and can be used for emergency assistance with rent/mortgage, burial services, utilities and food.

All agency types are encouraged to participate in the Williamson County CDBG program.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

Williamson County participates in the Balance of State Continuum of Care (BoS CoC). With the re-establishment of the Williamson County Homeless Coalition in 2019, serve providers expect to collaborate as they work with persons experiencing homelessness or who are at risk of experiencing homelessness participated in the process. Bluebonnet Community Services will utilize $185,910 in ESG funds toward Rapid Re-Housing Williamson County expects that similar initiatives will be funded in future years of the Con Plan.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

Williamson County will be accepting ESG for the second time in FY2025. The county has previously worked with the Texas Balance of State CoC (TX BoS CoC) in conducting the Point-In-Time Count for the area since 2020 through the WilCo Homeless Coalition. Moving forward, the county will continue cooperating with the TX BoS CoC to determine best practices for allocating ESG funds and develop written standards, policies, and procedures.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

Table 2 – Agencies, groups, organizations who participated

1	**Agency/Group/Organization**	City of Cedar Park
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs Typically Infrastructure Projects
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Public Hearing was held on March 12, 2025. Research via web. Continued outreach/networking. Outreach and networking provide the opportunity for participating city to discuss potential CDBG funded projects or projects that align with CDBG priorities. Cities are encouraged to contact the CDBG office to discuss potential projects. Projects could include any eligible project that is listed as a high priority for the County CDBG program.
2	**Agency/Group/Organization**	City of Coupland
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs Typically Infrastructure Projects

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Public Hearing was held on March 12, 2025. Research via web. Continued outreach/networking. Outreach and networking provide the opportunity for participating city to discuss potential CDBG funded projects or projects that align with CDBG priorities. Cities are encouraged to contact the CDBG office to discuss potential projects. Projects could include any eligible project that is listed as a high priority for the County CDBG program.
3	**Agency/Group/Organization**	City of Georgetown
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Non-Homeless Special Needs Housing Rehab and Affordable Housing
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Public Hearing was held on March 12, 2025. Research via web. Continued outreach/networking. Outreach and networking provide the opportunity for participating city to discuss potential CDBG funded projects or projects that align with CDBG priorities. Cities are encouraged to contact the CDBG office to discuss potential projects. Projects could include any eligible project that is listed as a high priority for the County CDBG program.
4	**Agency/Group/Organization**	CITY OF GRANGER
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs Water/Wastewater Infrastructure
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Public Hearing was held on March 12, 2025. Research via web. Continued outreach/networking. Outreach and networking provide the opportunity for participating city to discuss potential CDBG funded projects or projects that align with CDBG priorities. Cities are encouraged to contact the CDBG office to discuss potential projects. Projects could include any eligible project that is listed as a high priority for the County CDBG program.

5	**Agency/Group/Organization**	City of Hutto
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs Typically Infrastructure Projects
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Public Hearing was held on March 12, 2025. Research via web. Continued outreach/networking. Outreach and networking provide the opportunity for participating city to discuss potential CDBG funded projects or projects that align with CDBG priorities. Cities are encouraged to contact the CDBG office to discuss potential projects. Projects could include any eligible project that is listed as a high priority for the County CDBG program.
6	**Agency/Group/Organization**	City of Jarrell
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs Water/Wastewater Infrastructure Projects
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Public Hearing was held on March 12, 2025. Research via web. Continued outreach/networking. Outreach and networking provide the opportunity for participating city to discuss potential CDBG funded projects or projects that align with CDBG priorities. Cities are encouraged to contact the CDBG office to discuss potential projects. Projects could include any eligible project that is listed as a high priority for the County CDBG program.
7	**Agency/Group/Organization**	City of Leander
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs Typically Infrastructure Projects

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Public Hearing was held on March 12, 2025. Research via web. Continued outreach/networking. Outreach and networking provide the opportunity for participating city to discuss potential CDBG funded projects or projects that align with CDBG priorities. Cities are encouraged to contact the CDBG office to discuss potential projects. Projects could include any eligible project that is listed as a high priority for the County CDBG program.
8	**Agency/Group/Organization**	City of Liberty Hill
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs Typically Infrastructure Projects
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Public Hearing was held on March 12, 2025. Research via web. Continued outreach/networking. Outreach and networking provide the opportunity for participating city to discuss potential CDBG funded projects or projects that align with CDBG priorities. Cities are encouraged to contact the CDBG office to discuss potential projects. Projects could include any eligible project that is listed as a high priority for the County CDBG program.
9	**Agency/Group/Organization**	City of Taylor
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs Water/Wastewater Infrastructure Projects
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Public Hearing was held on March 12, 2025. Research via web. Continued outreach/networking. Outreach and networking provide the opportunity for participating city to discuss potential CDBG funded projects or projects that align with CDBG priorities. Cities are encouraged to contact the CDBG office to discuss potential projects. Projects could include any eligible project that is listed as a high priority for the County CDBG program.

10	**Agency/Group/Organization**	City of Weir
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs Water/Wastewater Infrastructure Projects
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Public Hearing was held on March 1, 2023 and July 11, 2023. Research via web. Continued outreach/networking. Outreach and networking provide the opportunity for participating city to discuss potential CDBG funded projects or projects that align with CDBG priorities. Cities are encouraged to contact the CDBG office to discuss potential projects. While the city does not receive CDBG funds, Weir could potentially apply for projects that could positively impact low-mod income residents. Projects could include any eligible project that is listed as a high priority for the County CDBG program. Discussions with Weir representatives include potential future projects and past projects, additional funding sources, and types of projects for the city. Communication with Weir included information of funding received in the past and potential future funds.
11	**Agency/Group/Organization**	Taylor Housing Authority
	Agency/Group/Organization Type	PHA
	What section of the Plan was addressed by Consultation?	Public Housing Needs Affordable Housing
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Public Hearing was held on March 12, 2025. Research via web. Continued outreach/networking. Outreach and networking provide the opportunity for participating city to discuss potential CDBG funded projects or projects that align with CDBG priorities. Cities are encouraged to contact the CDBG office to discuss potential projects. Projects could include any eligible project that is listed as a high priority for the County CDBG program.
12	**Agency/Group/Organization**	Granger Housing Authority
	Agency/Group/Organization Type	PHA

	What section of the Plan was addressed by Consultation?	Public Housing Needs Affordable Housing and Rehab
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Public Hearing was held on March 12, 2025. Research via web. Continued outreach/networking. Outreach and networking provide the opportunity for participating city to discuss potential CDBG funded projects or projects that align with CDBG priorities. Cities are encouraged to contact the CDBG office to discuss potential projects. Projects could include any eligible project that is listed as a high priority for the County CDBG program.
13	**Agency/Group/Organization**	Georgetown Housing Authority
	Agency/Group/Organization Type	PHA
	What section of the Plan was addressed by Consultation?	Public Housing Needs Affordable Housing and Rehab
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Public Hearing was held on March 12, 2025. Research via web. Continued outreach/networking. Outreach and networking provide the opportunity for participating city to discuss potential CDBG funded projects or projects that align with CDBG priorities. Cities are encouraged to contact the CDBG office to discuss potential projects. Projects could include any eligible project that is listed as a high priority for the County CDBG program.
14	**Agency/Group/Organization**	WILLIAMSON COUNTY CRISIS CENTER DBA HOPE ALLIANCE
	Agency/Group/Organization Type	Services-Victims of Domestic Violence
	What section of the Plan was addressed by Consultation?	Homeless Needs - Families with children Assistance to victims of domestic violence

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Public Hearing was held on March 12, 2025. Research via web. Continued outreach/networking. Outreach and networking provide the opportunity for participating city to discuss potential CDBG funded projects or projects that align with CDBG priorities. Cities are encouraged to contact the CDBG office to discuss potential projects. Projects could include any eligible project that is listed as a high priority for the County CDBG program.
15	**Agency/Group/Organization**	Habitat for Humanity of Williamson County
	Agency/Group/Organization Type	Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Affordable Housing and Rehab
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Public Hearing was held on March 12, 2025. Research via web. Continued outreach/networking. Outreach and networking provide the opportunity for participating city to discuss potential CDBG funded projects or projects that align with CDBG priorities. Cities are encouraged to contact the CDBG office to discuss potential projects. Projects could include any eligible project that is listed as a high priority for the County CDBG program.
16	**Agency/Group/Organization**	BLUEBONNET TRAILS COMM. MHMR
	Agency/Group/Organization Type	Services - Housing Services-homeless
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Services to homeless or near homeless individuals

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Public Hearing was held on March 12, 2025. Research via web. Continued outreach/networking. Outreach and networking provide the opportunity for participating city to discuss potential CDBG funded projects or projects that align with CDBG priorities. Cities are encouraged to contact the CDBG office to discuss potential projects. Projects could include any eligible project that is listed as a high priority for the County CDBG program.
17	**Agency/Group/Organization**	Interagency Support Council of Easter Williamson County
	Agency/Group/Organization Type	Mental Health
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Mental Health
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Public Hearing was held on March 12, 2025. Research via web. Continued outreach/networking. Outreach and networking provide the opportunity for participating city to discuss potential CDBG funded projects or projects that align with CDBG priorities. Cities are encouraged to contact the CDBG office to discuss potential projects. Projects could include any eligible project that is listed as a high priority for the County CDBG program.
18	**Agency/Group/Organization**	Williamson County Commissioners Court
	Agency/Group/Organization Type	Other government - County

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs HOPWA Strategy Market Analysis Economic Development Anti-poverty Strategy Lead-based Paint Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Public Hearing was held on March 12, 2025. Research via web. Continued outreach/networking. Outreach and networking provide the opportunity for participating city to discuss potential CDBG funded projects or projects that align with CDBG priorities. Cities are encouraged to contact the CDBG office to discuss potential projects. Projects could include any eligible project that is listed as a high priority for the County CDBG program.
19	**Agency/Group/Organization**	Blackshear/O.L. Price Ex-Student Association
	Agency/Group/Organization Type	Services-Education Regional organization
	What section of the Plan was addressed by Consultation?	Public Facilities
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Public Hearing was held on March 12, 2025. Research via web. Continued outreach/networking. Outreach and networking provide the opportunity for participating city to discuss potential CDBG funded projects or projects that align with CDBG priorities. Cities are encouraged to contact the CDBG office to discuss potential projects. Projects could include any eligible project that is listed as a high priority for the County CDBG program.
20	**Agency/Group/Organization**	City of Round Rock
	Agency/Group/Organization Type	Other government - Local

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Public Hearing was held on March 1, 2023 and July 11, 2023. Research via web. Continued outreach/networking. The CDBG office consults with the City of Round Rock on CDBG shared projects, potential projects, CDBG management and policies. The City of Round Rock receives a direct allocation from HUD. Consultation is to discuss shared projects, if applicable.
21	**Agency/Group/Organization**	Key2Free
	Agency/Group/Organization Type	Services-Victims of Domestic Violence Services-homeless Services-Health Services-Education Services-Employment Services - Victims
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Assistance to victims of sex trafficking
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Public Hearing was held on March 12, 2025. Research via web. Continued outreach/networking. Outreach and networking provide the opportunity for participating city to discuss potential CDBG funded projects or projects that align with CDBG priorities. Cities are encouraged to contact the CDBG office to discuss potential projects. Projects could include any eligible project that is listed as a high priority for the County CDBG program.
22	**Agency/Group/Organization**	Spectrum
	Agency/Group/Organization Type	Services - Broadband Internet Service Providers Services - Narrowing the Digital Divide

	What section of the Plan was addressed by Consultation?	Broadband Services
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Researched information regarding plans available to low income families and households in Williamson County. Plan name Spectrum Internet Assist is available to low income households. Information gathered can be shared with other organizations assisting low income families or households contacting the CDBG office for assistance.
23	**Agency/Group/Organization**	AT&T
	Agency/Group/Organization Type	Services - Broadband Internet Service Providers Services - Narrowing the Digital Divide
	What section of the Plan was addressed by Consultation?	Broadband Services
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Researched information regarding plans available to low income families and households in Williamson County. Plan name Access from AT&T is available to low income households. Information gathered can be shared with other organizations assisting low income families or households contacting the CDBG office for assistance.
24	**Agency/Group/Organization**	FEMA
	Agency/Group/Organization Type	Agency - Managing Flood Prone Areas
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs Environmental
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Consult with FEMA regarding flood plain areas to ensure low income households and HUD funded projects are protected. Data collected from FEMA is used in determining projects and project eligibility.
25	**Agency/Group/Organization**	Williamson County Department of Infrastructure
	Agency/Group/Organization Type	Agency - Managing Flood Prone Areas Agency - Management of Public Land or Water Resources
	What section of the Plan was addressed by Consultation?	Infrastructure Flood Management

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Consult with Department of Infrastructure to develop flood mapping and alleviation of flooding. Data acquired from the Department of Infrastructure allows the County to make informed decisions on project locations, eligibility and need.
26	**Agency/Group/Organization**	American Legion
	Agency/Group/Organization Type	Services-Veterans
	What section of the Plan was addressed by Consultation?	Public Facility
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Public Hearing was held on March 12, 2025. Research via web. Continued outreach/networking. Outreach and networking provide the opportunity for participating city to discuss potential CDBG funded projects or projects that align with CDBG priorities. Cities are encouraged to contact the CDBG office to discuss potential projects. Projects could include any eligible project that is listed as a high priority for the County CDBG program.
27	**Agency/Group/Organization**	Helping Hands of Georgetown
	Agency/Group/Organization Type	Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Persons with HIV/AIDS Neighborhood Organization
	What section of the Plan was addressed by Consultation?	Food Pantry
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Public Hearing was held on March 12, 2025. Research via web. Continued outreach/networking. Outreach and networking provide the opportunity for participating city to discuss potential CDBG funded projects or projects that align with CDBG priorities. Cities are encouraged to contact the CDBG office to discuss potential projects. Projects could include any eligible project that is listed as a high priority for the County CDBG program.

28	**Agency/Group/Organization**	Hutto Resource Center
	Agency/Group/Organization Type	Housing Services - Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Persons with HIV/AIDS Neighborhood Organization
	What section of the Plan was addressed by Consultation?	Food Pantry
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Public Hearing was held on March 12, 2025. Research via web. Continued outreach/networking. Outreach and networking provide the opportunity for participating city to discuss potential CDBG funded projects or projects that align with CDBG priorities. Cities are encouraged to contact the CDBG office to discuss potential projects. Projects could include any eligible project that is listed as a high priority for the County CDBG program.
29	**Agency/Group/Organization**	Operation Liberty Hill
	Agency/Group/Organization Type	Services - Housing Neighborhood Organization
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Public Hearing was held on March 12, 2025. Research via web. Continued outreach/networking. Outreach and networking provide the opportunity for participating city to discuss potential CDBG funded projects or projects that align with CDBG priorities. Cities are encouraged to contact the CDBG office to discuss potential projects. Projects could include any eligible project that is listed as a high priority for the County CDBG program.

30	**Agency/Group/Organization**	TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
	Agency/Group/Organization Type	Housing Services - Housing Service-Fair Housing Other government - State
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Access TDHCA for information to assist county residents who are struggling with meeting their housing needs.
31	**Agency/Group/Organization**	Samsung
	Agency/Group/Organization Type	Services - Broadband Internet Service Providers Services - Narrowing the Digital Divide Business Leaders
	What section of the Plan was addressed by Consultation?	Economic Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Williamson County has been working with Samsung in the new development located in eastern Williamson County. The development will provide economic opportunities and growth for the county.
32	**Agency/Group/Organization**	The Georgetown Project
	Agency/Group/Organization Type	Services-Housing
	What section of the Plan was addressed by Consultation?	Homeless Needs - Families with children

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Public Hearing was held on March 12, 2025. Research via web. Continued outreach/networking. Outreach and networking provide the opportunity for participating city to discuss potential CDBG funded projects or projects that align with CDBG priorities. Cities are encouraged to contact the CDBG office to discuss potential projects. Projects could include any eligible project that is listed as a high priority for the County CDBG program.
33	**Agency/Group/Organization**	Salvation Army
	Agency/Group/Organization Type	Services-Childcare
	What section of the Plan was addressed by Consultation?	Homeless Needs - Families with children
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Public Hearing was held on March 12, 2025. Research via web. Continued outreach/networking. Outreach and networking provide the opportunity for participating city to discuss potential CDBG funded projects or projects that align with CDBG priorities. Cities are encouraged to contact the CDBG office to discuss potential projects. Projects could include any eligible project that is listed as a high priority for the County CDBG program.
34	**Agency/Group/Organization**	Yesterday's Gone
	Agency/Group/Organization Type	Services-Housing
	What section of the Plan was addressed by Consultation?	Homeless Needs - Families with children
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Public Hearing was held on March 12, 2025. Research via web. Continued outreach/networking. Outreach and networking provide the opportunity for participating city to discuss potential CDBG funded projects or projects that align with CDBG priorities. Cities are encouraged to contact the CDBG office to discuss potential projects. Projects could include any eligible project that is listed as a high priority for the County CDBG program.
35	**Agency/Group/Organization**	Sycon

	Agency/Group/Organization Type	Services-Housing
	What section of the Plan was addressed by Consultation?	Homeless Needs - Families with children
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Public Hearing was held on March 12, 2025. Research via web. Continued outreach/networking. Outreach and networking provide the opportunity for participating city to discuss potential CDBG funded projects or projects that align with CDBG priorities. Cities are encouraged to contact the CDBG office to discuss potential projects. Projects could include any eligible project that is listed as a high priority for the County CDBG program.

Identify any Agency Types not consulted and provide rationale for not consulting

All entities were considered for consultation.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Central Texas Region units of government, including Williamson County	Barriers to affordable housing opportunities.
Point in Time Count/Balance of State	Texas Homeless Network	Coordinate with Texas Homeless Network via the Williamson County Homeless Coalition

Table 3 – Other local / regional / federal planning efforts

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation
Summarize citizen participation process and how it impacted goal-setting

The CDBG citizen participation plan indicates that all federal regulations regarding public comment periods and participation will be followed by the Williamson County CDBG Office. The CDBG Office encourages the public to review documents concerning the CDBG program and provide feedback when desired and needed. Representatives of participating cities, County Commissioners, and other stakeholders were notified of funding and information was posted on the Williamson County web site at www.wilco.org. Notification was also posted in local newspapers. Notices were published in both English and Spanish. A public hearing was held on March 12, 2025 to gather input regarding the CDBG program and potential projects. Four representatives attended the March 12 public hearing.

Four participants attended the March 12, 2025 public hearing. An overview of the CDBG program was discussed along with potential projects and funding.

Participating cities and agencies are encouraged to submit applications to the Williamson County CDBG office for projects that meet the priorities and goals outlined in the Consolidated Plan. Project applications are determined via the use of comprehensive plans, public input and/or city staff/management. During the planning process, cities may hold public input meetings as well as post information for review by the public. County Commissioners receive input from constituents and discuss potential projects with the CDBG Administrator. The CDBG Administrator guides potential applicants in the application process and is available to meet to discuss processes, projects and funding.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Public Meeting	Non-targeted/broad community	Four representatives attended.	Discussion of CDBG program and potential funding.	No comments were not accepted.	
2	Newspaper Ad	Non-targeted/broad community	No comments received.	No comments received.	No comments received.	
3	Internet Outreach	Non-targeted/broad community	No comments received.	Discussion on project allocations.	No comments were not accepted.	

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

Williamson County was awarded $2,200,130 in CDBG funds and $185,910 in ESG funds in FY25. The level of annual funding is expected to remain similar for the remainder of the Five Years.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	2,200,130.00	0.00	0.00	2,200,130.00	8,800,520.00	This is an estimated allocation based on historical allocations. The expected amount for the remainder of the Con Plan assumes the same allocation in each subsequent year.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
ESG	public - federal	Conversion and rehab for transitional housing Financial Assistance Overnight shelter Rapid re-housing (rental assistance) Rental Assistance Services Transitional housing	185,910.00	0.00	0.00	185,910.00	743,640.00	This is an estimated allocation based on historical allocations. The expected amount for the remainder of the Con Plan assumes the same allocation in each subsequent year.

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The nonprofit organizations funded have additional financial capacity through foundations and fundraising campaigns. Federal funds provide the organizations with the opportunity to expand their services to benefit more low- and moderate-income persons.

There are no federal or local matching requirements for the CDBG grant. However, the county encourages projects to provide match funds if available.

Match funds obtained from other federal, State, local or private sources:

- Georgetown Housing Authority Rehab $2,650,000
- Granger Wastewater $10,000
- Habitat for Humanity Home Repair $315,980
- The Georgetown Project $366,040
- Hope Alliance/Crisis Center $158,750
- Impact Counseling $30,000
- Key2Free $400,680
- Operation Liberty Hill $4100
- Taylor Annie Street Waterline $32,985

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

Williamson County does not intend to utilize publicly owned land or property to address the needs identified in this plan.

AP-60 Public Housing – 91.220(h)

Actions planned during the next year to address the needs to public housing

During FY 2025, Williamson County will fund the following:

- Funding to Georgetown Housing Authority to rehab low income housing units.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

Georgetown Housing Authority (GHA) offers various services to residents in an effort to improve their living environment. Services include classes and activities for families such as nutrition and health classes; exercise groups; medical, hearing and prescription medicine screenings; defensive driving; financial literacy as well as classes about protection from identity fraud/theft. Computer labs and tutors are available to residents for job search activities, resume building, and personal use.

GHA offers the Family Self-Sufficiency (FSS) Program, a HUD program that encourages communities to develop local strategies to help families obtain employment that will lead to economic independence and self-sufficiency. In partnership with welfare agencies, schools, businesses, and other local partners, GHA has developed a comprehensive program that gives participating FSS family members the skills and experience to assist them in obtaining employment that pays a living wage and focus on self-sufficiency.

The Resident Opportunities and Self-Sufficiency (ROSS) program is another essential service provided through GHA. This program allows residents to receive one-on-one assistance and support from a ROSS Coordinator to identify goals and current needs and to find free or low-cost resources to assist residents in achieving their goals.

The Taylor Housing Autorhity was awarded $100,000 in FY16 CDBG funds for their Home Ownership Program to assist income eligible families with purchasing a home. The down payment assistance available to families was increased in an effort to make home purchases affordable to income qualified households. The program has one remaining voucher. Finding a qualified candidate for the remaining voucher has proven difficult.

The County supports the Taylor Housing Authority with a CDBG homeownership program (funded in 2016). The program provides down-payment assistance to eligible residents. The County has also provided CDBG funding to both the Granger and Georgetown Housing Authorities for housing improvements. While these projects don't directly affect homeownership, they do provide needed support to residents.

The CDBG office participates in the Williamson County Homeless Coalition. The coalition meets to

discuss housing options and funding. Representatives from multiple agencies participate in the meetings including, but not limited to the Round Rock Housing Authority, Georgetown Housing Authority and Taylor Housing Authority.

Currently, only the Taylor Housing Authority has a homeownership program in place.

The Housing Authorities have resident representatives on the board for representation and to encourage residents to become more involved in management.

The County supports all efforts of the Housing Authorities to encourage home ownership and management.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

None of the PHAs in Williamson County are designated as troubled.

Community Development Block Grant FY25
Recommended Projects
Allocation $2,200,130

Georgetown Pine Street Drainage
Address persistent flooding challenges in the 1400 block of Pine Street and neighboring properties by funding the construction of a curb and gutter along the south side of NW 14th Street, regrading, installing an inlet and storm drain pipe to an existing channel adjacent to the railroad tracks, constructing a flume behind the curb, and replacing a gravel driveway across Pine Street with a concrete driveway approach and a trench drain to convey stormwater.
Funding Requested: $250,000
Estimated Funding for FY25: $250,000
Annual Goals: Public Facilities and Infrastructure Improvements
Target Areas: City of Georgetown
Priority Needs Addressed: Improve Public Infrastructure
Goal Outcome Indicator: 770 Households

Georgetown Housing Authority Rehab
Exterior Upgrade - Addressing the deteriorated wood on fascia boards, trim, soffits, wood siding, privacy entries, wood fencing, and painting exterior surfaces to upgrade the exterior at Georgetown Public Housing. Electrical Upgrade - Rehabilitate the electrical system and equipment in 52 residential dwellings to include asbestos abatement.
Funding Requested: $650,000
Estimated Funding for FY25: $425,044
Annual Goals: Public Facilities and Infrastructure Improvements
Target Areas: City of Georgetown
Priority Needs Addressed: Improve Public Facilities
Goal Outcome Indicator: 341 Households

City of Granger Wastewater
Construction of 2,400 feet of 12-inch PVC wastewater line from Colorado St. to Plumb St, including manholes and connections to existing wastewater lines.
Funding Requested: $457,060
Estimated Funding for FY25: $457,060
Annual Goals: Public Facilities and Infrastructure Improvements
Target Areas: City of Granger
Priority Needs Addressed: Improve Infrastructure
Goal Outcome Indicator: 1095 People

Habitat for Humanity of Williamson County Home Repair Program
Project will assist approximately 40 eligible households who are in need of home repairs within CDBG participating cities or the unincorporated areas of the County. Homeowners will meet CDBG defined income qualifications. Home repairs can include, but are not limited to, roofing, siding, weatherization (windows), energy efficiency/conservation (plumbing, electrical), accessibility and/or safety.
Funding Requested: $250,000
Estimated Funding for FY25: $250,000
Annual Goals: Increase Access to Affordable Housing
Target Areas: CDBG Participating Cities and Unincorporated Areas of the County
Priority Needs Addressed: Housing Rehabilitation
Goal Outcome Indicator: 40 Households

The Georgetown Project/Social Service Homelessness
Provide services to support homeless, unaccompanied, and at-risk high school students in grades 9-12 with a safe, trauma-informed space where students can access basic needs, build critical life and employment skills, and stabilize to plan for the future.
Funding Requested: $55,000
Estimated Funding for FY25: $50,000
Annual Goals: Social Service Homeless
Target Areas: City of Georgetown
Priority Needs Addressed: Decrease Homelessness
Goal Outcome Indicator: 250

Williamson County Crisis Center dba Hope Alliance/Social Service to Victims of Domestic Violence
Hope Alliance is requesting funds to provide lifesaving support and intervention services in Williamson County. Assistance to victims of family and sexual violence in breaking the cycles of abuse through individualized, trauma-informed, and hope-centered direct services. Services, offered at no cost, include Hotline Assistance, Crisis Chat, Crisis Intervention, Intake, Safety Planning, Court Accompaniment, Hospital Accompaniment, Law Enforcement Accompaniment, Legal Assistance, Peer Support, Adult Counseling, Child Counseling, Family Counseling, Support Groups, Therapeutic Group, Community Education, Expert Witness Testimony, and Nights of Safety, which provide food, clothing, toiletries, and transportation.
Funding Requested: $50,000
Estimated Funding for FY25: $50,000
Annual Goals: Public Services/Domestic Violence Services
Target Areas: CDBG Participating Cities and Unincorporated Areas of the County
Priority Needs Addressed: Domestic Violence Services
Goal Outcome Indicator: 60 People

Impact Counseling Services/Social Service Mental Health
To provide access to mental health services to students, families, and school staff during the school day. Students, families, and school staff will have access to licensed mental health professionals to support with individual, group, and family counseling services, crisis support, case management, and psychiatry services. This is at no cost to the students, families, and staff.
Funding Requested: $60,000
Estimated Funding for FY25: $60,000
Annual Goals: Public Services/Health and Mental Health Services
Target Areas: CDBG Participating Cities and Unincorporated Areas of the County
Priority Needs Addressed: Health and Mental Health Services
Goal Outcome Indicator: 88 People

Key2Free/Social Service Medical Services
Medical, psychiatric, therapeutic, case management and rental assistance for victims of human trafficking.
Funding Requested: $89,000
Estimated Funding for FY25: $50,000
Annual Goals: Public Services/Health and Mental Health Services
Target Areas: CDBG Participating Cities and Unincorporated Areas of the County
Priority Needs Addressed: Health and Mental Health Services
Goal Outcome Indicator: 10 People

Operation Liberty Hill/ Social Service Homeless Emergency Shelter
Temporarily house in local hotels (1-2 weeks depending on the situation) when the weather is extremely cold or extremely hot; for people living in a place not meant for human habitation; for people coming out of an emergency shelter; for people who need transitional or supportive housing for homeless persons who originally came from the streets or emergency shelters; for people who had been in any of the previous three places but is spending 30 days or less in a hospital or other institution; for people who are being evicted within a week from a private residence and they have nowhere else to go nor the resources or support to get housed; for people who are being discharged from an institution where they resided for more than 30 consecutive days and have nowhere else to go nor the resources or support to get housed; and, people fleeing a domestic violence situation with nowhere else to go nor the resources or support to get housed.
Funding Requested: $45,500
Estimated Funding for FY25: $20,000
Annual Goals: Public Services/Emergency Shelter
Target Areas: City of Liberty Hill
Priority Needs Addressed: Emergency Shelter
Goal Outcome Indicator: 50 people

City of Taylor Annie Street Waterline
Water improvements to replace existing undersized 2-inch water mains, which do not meet current standards. These mains break often and require frequent repairs. The new waterline will be approximately 910 linear feet (LF) of 8-inch water line on Annie Street between 7th Street and 4th Street.
Funding Requested: $659,700
Estimated Funding for FY25: $128,000
Annual Goals: Public Facilities and Infrastructure Improvements
Target Areas: City of Taylor
Priority Needs Addressed: Improve Infrastructure
Goal Outcome Indicator: 1455 people

Yesterday's Gone/Social Service to Victims of Domestic Violence
To provide medical and counseling support to abused and neglected victims of domestic violence in Williamson County, Texas. Specifically, CBDG funds are requested to provide Williamson County domestic violence victims – women and their children - with intake services, emergency counseling services including transportation to appointments, coaching, and referral coordination.
Funding Requested: $103,315
Estimated Funding for FY25: $20,000
Annual Goals: Public Services/Domestic Violence Services
Target Areas: CDBG Participating Cities and Unincorporated Areas of the County
Priority Needs Addressed: Domestic Violence Services
Goal Outcome Indicator: 34 People

Program Administration
Estimated Funding for FY25: $440,026

Alternate Project
FY25 CDBG Funding

This document includes a list of alternate projects for public review. If a funded project has cost savings, slows down or discovers a barrier to being completed, an alternate project from the current Annual Action Plan may be selected to continue the timely spending of grant funds. Consideration of any project that was not identified as an alternate will go through the approved substantial amendment process.

Alternate Projects contain the same level of information that funded projects contain in the Annual Action Plan to ensure appropriate review by the public. Project descriptions also include the maximum dollar amount the Commissioners Court will consider if funding becomes available. Approval by the Williamson County Commissioners Court will be necessary to replace a funded project with an alternate or to fund an alternate with cost savings from a completed project regardless of whether or not:

- the increase or decrease exceeds 50% change in federal funding where the project is $25,000 or less, or
- the increase of decrease exceeds 25% change in federal funding where the project is more than $25,000.

These actions will not require a substantial amendment since the alternate projects will have gone through a public review process.

Consideration of any project that was not identified as an alternate will go through the approved substantial amendment process.

Alternate Projects

American Legion Facility Rehab
Renovation of American Legion Post 39 in Taylor TX to include structural updates, modernization of amenities, roofing, electrical and aesthetic improvements. The facility is located Murphy Park
Funding Requested: $750,000
Estimated Funding for FY25: $0
Annual Goals: Public Facilities and Infrastructure Improvements
Target Areas: City of Taylor
Priority Needs Addressed: Improve Public Facilities
Goal Outcome Indicator: 7500

City of Georgetown Lakeway Drive Sidewalk Improvements
Improvements along Lakeway Drive through new sidewalks, repairing existing sidewalks, and new ramps for accessibility.
Funding Requested: $410,000
Estimated Funding for FY25: $0
Public Facilities and Infrastructure Improvements
Target Areas: City of Georgetown
Priority Needs Addressed: Improve Public Facilities/Infrastructure
Goal Outcome Indicator: 4340 People

City of Georgetown Pine and Hogg Street Drainage Improvements
Constructing a drainage path to convey Stormwater on Hogg Street, minor street regrading, and installing a concrete flume. On Pine Street, this includes regrading, installing a sawtooth curb and flume, and another flume that will remove stormwater from the street to be conveyed to the West Fork of the Smith Branch channel.
Funding Requested: $200,000
Estimated Funding for FY25: $0
Annual Goals: Public Facilities and Infrastructure Improvements
Target Areas: City of Georgetown
Priority Needs Addressed: Improve Public Facilities/Infrastructure
Goal Outcome Indicator: 770 people

Post 302 The American Legion
Funding is needed for the cost of donated items, transportation costs, rental storage and distribution space, and administration cost for the Veterans program.
Funding Requested: $15,000
Estimated Funding for FY25: $0
Annual Goals: Public Service
Target Areas: Eastern Williamson County
Priority Needs Addressed: Services provided to Veterans

Bluebonnet Trails Community Services
Staffing to expand the Housing and Prevention of Homelessness program. The program provides an array of wraparound supportive services to identified Williamson County residents to reduce homelessness and increase housing sustainability. Services include peer support and case management as well as collaboration with local law enforcement and non-profit organizations to receive referrals and coordinate housing.
Funding Requested: $327,600
Estimated Funding for FY25: $0
Annual Goals: Public Service
Target Areas: Williamson County
Priority Needs Addressed: Homeless Prevention
Goal Outcome Indicator: 25 people

Salvation Army Child Care Voucher/Social Service
Provide child care vouchers for income qualified families or individuals.
Funding Requested: $160,000
Estimated Funding for FY25: $0
Annual Goals: Public Services/Childcare Services
Target Areas: CDBG Participating Cities and Unincorporated Areas of the County
Priority Needs Addressed: Childcare Services
Goal Outcome Indicator: 75 People

Williamson County CRCG/ Social Service Non-homeless Special Needs
Program to support the Williamson County Community Resource Coordination Groups (CRCGs), which is a county-based group of local partners and community members that work with parents, caregivers, youth and adults to identify and coordinate services and supports, including behavioral health, basic needs, and caregiver support. They help people whose needs can't be met by one single agency and who would benefit from interagency coordination.
Funding Requested: $10,000
Estimated Funding for FY25: $0
Annual Goals: Public Services/Non-homeless Special Needs
Target Areas: CDBG Participating Cities and Unincorporated Areas of the County
Priority Needs Addressed: Non-homeless Special Needs
Goal Outcome Indicator: 50 people

Yesterday's Gone/Social Service to Victims of Domestic Violence
To provide housing supplies and essentials to Williamson County domestic violence victims – women (and their children) who are enrolled in the Yesterday's Gone transitional program. Funds will be used on allowable CDBG items such as housing supplies (office, school, recreational, housekeeping) and essentials such as towels, drinking glasses, dishes, eating utensils, cribs, and bedding.
Funding Requested: $28,080
Estimated Funding for FY25: $0
Annual Goals: Public Services/Domestic Violence Services
Target Areas: CDBG Participating Cities and Unincorporated Areas of the County
Priority Needs Addressed: Domestic Violence Services
Goal Outcome Indicator: 16 People

Sycon Housing
Infrastructure for six new homes. Project will introduce accessible, single-story homes with five bedrooms, allowing multiple individuals or families to share housing at an affordable rate.
Funding Requested: $160,000
Estimated Funding for FY25: $0
Annual Goals: Public Facilities and Infrastructure Improvements
Target Areas: City of Coupland
Priority Needs Addressed: Improve Public Facilities/Infrastructure
Goal Outcome Indicator: 35 people

Projects that are Ineligible based on Location

City of Georgetown Haven Lane Improvements

Project to assist in addressing flooding challenges at Haven Lane including constructing a new inlet that will convey stormwater to a new underground storm drain that will convey drainage swale to the north, and minor grading for the roadway.

Funding Requested: $425,000
Estimated Funding for FY25: $0
Annual Goals: Public Facilities and Infrastructure Improvements
Target Areas: City of Georgetown
Priority Needs Addressed: Improve Public Facilities/Infrastructure

Project does not meet required low-mod income requirement. Project is ineligible.

Jarrell Community Library and Resource Center

Engineering, architecture, utilities, foundation work, and framing of the library structure.

Funding Requested: $1,000,000
Estimated Funding for FY25: $0
Annual Goals: Public Facilities and Infrastructure Improvements
Target Areas: City of Jarrell
Priority Needs Addressed: Improve Public Facilities

Project does not meet required low-mod income requirement. Project is ineligible.

City of Liberty Hill Main Street Streetscape

Improve walkability from low-income areas to the entertainment district. Project will expand sidewalks, adding accessibility features, lighting, seating, and a safety landscape barrier to the section of Main Street that includes the downtown grocery market and Veterans Memorial Park. Project is walkable from downtown residences, the Over the Hill Gang senior center, Liberty Hill Elementary School, Noble Elementary School, the Liberty Hill Public Library, the Community Resource Center, and local parks and ball fields.

Funding Requested: $838,239
Estimated Funding for FY25: $0
Annual Goals: Public Facilities and Infrastructure Improvements
Target Areas: City of Liberty Hill
Priority Needs Addressed: Improve Public Facilities/Infrastructure
Goal Outcome Indicator: 6380 people

Project does not meet required low-mod income requirement. Project is ineligible.

Emergency Solutions Grant FY25
Recommended Project
Allocation $185,910

Bluebonnet Trails Community Services
Rapid Rehousing Program.
Estimated Funding for FY25: $185,910

Commissioners Court - Regular Session **44.**

Meeting Date: 07/01/2025

Interlocal Agreements between Granger and Thrall ISDs, and Wilco Expo Center for use during major public safety incidents

Submitted For: Bruce Clements **Submitted By:** Damaris Morales, Emergency Services Dept.

Department: Emergency Services Dept.

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on Interlocal Agreements (ILAs) allowing Granger and Thrall ISDs to use the EXPO Center as a Family Assistance Center in the event of a major public safety incident.

Background

The Interlocal Agreements (ILAs) will allow the Williamson County Expo Center in Taylor to be considered, based on availability, as a location for establishing a Family Assistance Center (FAC) following a Public Safety Incident (PSI) at schools in Granger or Thrall. Following a PSI, such as an emergency evacuation, active shooter, or bus accident, it is important to quickly establish a FAC to provide a safe, secure, centrally located place for family reunification, and/or to obtain information and support services. The school facilities of both Granger and Thrall ISDs are in proximity to the Expo Center. These ILAs will allow the ISDs to include the Expo Center in Taylor as a potential location to establish a FAC. The ISDs will provide the resources needed to establish the FAC with coordination assistance being provided by the Wilco Office of Emergency Management.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Granger ISD ILA - Expo Center

Thrall ISD ILA - Expo Center

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	06/23/2025 08:12 AM
Form Started By: Damaris Morales		Started On: 06/20/2025 01:09 PM
Final Approval Date: 06/23/2025		

INTERLOCAL AGREEMENT TO ESTABLISH FAMILY ASSISTANCE CENTER LOCATION FOLLOWING PUBLIC SAFETY INCIDENT

THIS INTERLOCAL AGREEMENT TO ESTABLISH FAMILY ASSISTANCE CENTER LOCATION FOLLOWING PUBLIC SAFETY INCIDENT ("Agreement") is entered into between the Independent School District named herein-below (the "District"), and Williamson County, Texas, a political subdivision of the State of Texas ("County"). In this Agreement, the District and the County are sometimes individually referred to as a "Party" and collectively referred to as the "Parties."

WHEREAS, a Public Safety Incident (PSI) is defined as an incident, disaster, or public health emergency that poses a risk to student safety and/or where more human deaths have occurred than can be managed with local or regional resources;

WHEREAS, after a PSI, a Family Assistance Center (FAC) can be established as a means to provide a safe, secure, centrally located place for family members and students of the PSI to obtain information and a range of support services,

WHEREAS, the District desires to establish a FAC prior to a PSI affecting the District;

WHEREAS, both the County and the District have a mutual need to respond to relief efforts during PSIs affecting the public health and safety of local residents;

WHEREAS, such cooperation is considered to be in the public interest; and

WHEREAS, this Agreement sets forth the terms and conditions pursuant to which the County may assist the District and obtain reimbursement for such assistance; and

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and agreements of the Parties contained in this Agreement, the Parties agree as follows:

I.
PURPOSE

The purpose of this Agreement is for the District to secure, if available, the Williamson County Exposition Center ("Expo Center") as a temporary FAC for purposes of providing a safe, secure, centrally located place for family members of potential victims to search for their loved one or to seek information about their loved one's location and condition, as well as to obtain a range of support services in the immediate aftermath of a PSI affecting the District. The Parties acknowledge the intent of this Agreement is not to authorize the use of the Expo Center as a primary or secondary shelter in response to a PSI.

II.
EFFECTIVE DATE, TERM AND TERMINATION

A. Effective Date and Term. The term of this Agreement shall commence upon the last Party's execution hereof and shall continue until September 30, 2025 and thereafter will automatically be renewed on an annual basis for subsequent fiscal year starting October 1, 2025 and each subsequent October 1st until terminated as set out herein-below.

B. Termination. Either Party may terminate this Agreement for convenience and without cause or further liability upon thirty (30) business day's written notice to the other Party.

III.
STATEMENT OF RESPONSIBILITIES

A. General. The Parties mutually acknowledge and agree the District will generally manage operations and provide necessary staff to include but not be limited to operations staff, shelter management, law enforcement, and support staff as necessary to safely use the Expo Center for purposes of a FAC. As such, the District agrees that any advance payment for services detailed in this Agreement directly related to use of the Expo Center shall be made from the District's current revenues available, and the County may seek reimbursement of advanced costs pursuant to Paragraph B. below.

B. Reimbursement of Costs. The County and the District agree to mutually cooperate with the process of seeking direct reimbursement from the Federal Emergency Management Agency ("FEMA") of the United States and the State of Texas ("State") should such reimbursement be available. In the event the County provides services, security, other personnel and supplies or otherwise incurs costs to assist the District during its use of the Expo Center, the District shall reimburse County for any of its costs that are not directly reimbursed to the County from FEMA or the State. The County and the District shall maintain records to show actual time involved in the provision of services, and costs incurred for the period of time specified. To the extent applicable to the service, each Party shall cooperate in good faith to provide records satisfactory to the Federal and State government(s) and the County for any costs that may be reimbursed by FEMA or the State.

C. County's Responsibilities. The County agrees to the following:

1. Expo Center Manager or his/her designee will serve as the primary point of contact between the District and County for FAC planning and operations activities;
2. Determine and designate appropriate facilities at the Expo Center for use by the District as a FAC in response to a PSI affecting the District to the extent such facilities are available and not in use by County or other authorized third parties;
3. Upon District's notification of a PSI or request to use facilities at the Expo Center and provided such facilities are available and not in use by County or other authorized third parties, make available facilities at the Expo Center designated for District's use as a FAC for a temporary and reasonable amount of time under the circumstances; and

4. Provide staff, when available, to support facility oversight, security, maintenance, and janitorial operations.

D. District's Responsibilities. The District agrees to the following:

1. Designate a point of contact that shall serve as the District's primary point of contact for all FAC planning and operations activities;
2. Provide the County with advanced notice of potential FAC operation situations or impending requests to use Expo Center facilities as a FAC in response to a PSI affecting the District, along with detailed information of the potential PSI situation, the number of individuals that District would like to place at the Expo Center for the FAC operations, the length of time estimated for FAC operations, and any other details that would be needed by County in order to determine availability of facilities at the Expo Center;
3. Provide all necessary personnel, supplies, equipment, assets, or other items to support the District's use of facilities at the Expo Center as a FAC;
4. Manage and provide all FAC operations and provide staff to safely operate within facilities at the Expo Center to include but not be limited to operation staff, shelter management, law enforcement, and support staff as necessary; and
5. Act as lead in submitting request(s) for reimbursement to Federal and State government(s) in relation to any costs that may be reimbursed by FEMA or the State;
6. Cooperate with the Williamson County Auditor in relation to reimbursements of costs to the County by the District.

IV.
GENERAL PROVISIONS

A. No Waiver of Immunity. To the extent authorized under Texas law, the Parties agree that each shall be responsible for its own actions and those of its members pursuant to and within the scope of this Agreement or amendment thereto. It is expressly understood and agreed by the Parties that neither shall be held liable for the actions of the other Party or any of the other Party's members while in any manner furnishing services hereunder, Each party to this Agreement expressly waives all claims against the other party for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement, not due to the negligence, fraud, or illegal conduct of the other party. It is expressly understood and agreed that under this Agreement neither party waives, nor shall be deemed to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

B. Authority. This Agreement is made under the authority conferred in Chapter 791, *Texas Government Code.*

C. Severability. The provisions of this Agreement are severable and, if any provision of this Agreement is held to be invalid for any reason by a court or agency of competent jurisdiction, the remainder of this Agreement will not be affected and this Agreement will be construed as if the invalid portion had never been contained herein.

D. Assignment. Except as otherwise provided herein, the assignment of this Agreement by any Party is prohibited without the prior written consent of the other Party. All of the respective covenants, undertakings, and obligations of each of the Parties will bind that Party and will apply to and bind any successors or assigns of that Party.

E. Cooperation. The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.

F. Entire Agreement. This Agreement contains the entire agreement of the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter.

G. No Agency Relationship. No Agency Relationship: 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 himself out as an agent or official representative of The County unless expressly authorized to do so by a majority of the Williamson County Commissioners Court. 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.

H. Amendments. Any amendment of this Agreement must be in writing and will be effective if signed by the authorized representatives of the Parties.

I. Applicable Law and Venue; Mediation. This Agreement will be construed in accordance with Texas law. Venue for any action arising hereunder will be in Williamson County, Texas. The parties expressly agree to work out any disputes informally and shall attempt mediation prior to pursing any claim(s) in court.

J. Counterparts; Effect of Partial Execution. This Agreement may be executed simultaneously in multiple counterparts, each of which will be deemed an original, but all of which will constitute the same instrument.

GRANGER INDEPENDENT SCHOOL DISTRICT:

By: Stephen Brosch

Printed Name: Stephen Brosch

Title: Superintendent

Date: 6-9-2025

WILLIAMSON COUNTY, TEXAS:

By: _____

Printed Name: Steve Snell

Title: Williamson County Judge

Date: _____

INTERLOCAL AGREEMENT TO ESTABLISH FAMILY ASSISTANCE CENTER LOCATION FOLLOWING PUBLIC SAFETY INCIDENT

THIS INTERLOCAL AGREEMENT TO ESTABLISH FAMILY ASSISTANCE CENTER LOCATION FOLLOWING PUBLIC SAFETY INCIDENT ("Agreement") is entered into between the Independent School District named herein-below (the "District"), and Williamson County, Texas, a political subdivision of the State of Texas ("County"). In this Agreement, the District and the County are sometimes individually referred to as a "Party" and collectively referred to as the "Parties."

WHEREAS, a Public Safety Incident (PSI) is defined as an incident, disaster, or public health emergency that poses a risk to student safety and/or where more human deaths have occurred than can be managed with local or regional resources;

WHEREAS, after a PSI, a Family Assistance Center (FAC) can be established as a means to provide a safe, secure, centrally located place for family members and students of the PSI to obtain information and a range of support services,

WHEREAS, the District desires to establish a FAC prior to a PSI affecting the District;

WHEREAS, both the County and the District have a mutual need to respond to relief efforts during PSIs affecting the public health and safety of local residents;

WHEREAS, such cooperation is considered to be in the public interest; and

WHEREAS, this Agreement sets forth the terms and conditions pursuant to which the County may assist the District and obtain reimbursement for such assistance; and

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and agreements of the Parties contained in this Agreement, the Parties agree as follows:

I.
PURPOSE

The purpose of this Agreement is for the District to secure, if available, the Williamson County Exposition Center ("Expo Center") as a temporary FAC for purposes of providing a safe, secure, centrally located place for family members of potential victims to search for their loved one or to seek information about their loved one's location and condition, as well as to obtain a range of support services in the immediate aftermath of a PSI affecting the District. The Parties acknowledge the intent of this Agreement is not to authorize the use of the Expo Center as a primary or secondary shelter in response to a PSI.

II.
EFFECTIVE DATE, TERM AND TERMINATION

A. Effective Date and Term. The term of this Agreement shall commence upon the last Party's execution hereof and shall continue until September 30, 2025 and thereafter will automatically be renewed on an annual basis for subsequent fiscal year starting October 1, 2025 and each subsequent October 1st until terminated as set out herein-below.

B. Termination. Either Party may terminate this Agreement for convenience and without cause or further liability upon thirty (30) business day's written notice to the other Party.

III.
STATEMENT OF RESPONSIBILITIES

A. General. The Parties mutually acknowledge and agree the District will generally manage operations and provide necessary staff to include but not be limited to operations staff, shelter management, law enforcement, and support staff as necessary to safely use the Expo Center for purposes of a FAC. As such, the District agrees that any advance payment for services detailed in this Agreement directly related to use of the Expo Center shall be made from the District's current revenues available, and the County may seek reimbursement of advanced costs pursuant to Paragraph B. below.

B. Reimbursement of Costs. The County and the District agree to mutually cooperate with the process of seeking direct reimbursement from the Federal Emergency Management Agency ("FEMA") of the United States and the State of Texas ("State") should such reimbursement be available. In the event the County provides services, security, other personnel and supplies or otherwise incurs costs to assist the District during its use of the Expo Center, the District shall reimburse County for any of its costs that are not directly reimbursed to the County from FEMA or the State. The County and the District shall maintain records to show actual time involved in the provision of services, and costs incurred for the period of time specified. To the extent applicable to the service, each Party shall cooperate in good faith to provide records satisfactory to the Federal and State government(s) and the County for any costs that may be reimbursed by FEMA or the State.

C. County's Responsibilities. The County agrees to the following:

1. Expo Center Manager or his/her designee will serve as the primary point of contact between the District and County for FAC planning and operations activities;
2. Determine and designate appropriate facilities at the Expo Center for use by the District as a FAC in response to a PSI affecting the District to the extent such facilities are available and not in use by County or other authorized third parties;
3. Upon District's notification of a PSI or request to use facilities at the Expo Center and provided such facilities are available and not in use by County or other authorized third parties, make available facilities at the Expo Center designated for District's use as a FAC for a temporary and reasonable amount of time under the circumstances; and

4. Provide staff, when available, to support facility oversight, security, maintenance, and janitorial operations.

D. District's Responsibilities. The District agrees to the following:

1. Designate a point of contact that shall serve as the District's primary point of contact for all FAC planning and operations activities;
2. Provide the County with advanced notice of potential FAC operation situations or impending requests to use Expo Center facilities as a FAC in response to a PSI affecting the District, along with detailed information of the potential PSI situation, the number of individuals that District would like to place at the Expo Center for the FAC operations, the length of time estimated for FAC operations, and any other details that would be needed by County in order to determine availability of facilities at the Expo Center;
3. Provide all necessary personnel, supplies, equipment, assets, or other items to support the District's use of facilities at the Expo Center as a FAC;
4. Manage and provide all FAC operations and provide staff to safely operate within facilities at the Expo Center to include but not be limited to operation staff, shelter management, law enforcement, and support staff as necessary; and
5. Act as lead in submitting request(s) for reimbursement to Federal and State government(s) in relation to any costs that may be reimbursed by FEMA or the State;
6. Cooperate with the Williamson County Auditor in relation to reimbursements of costs to the County by the District.

IV.
GENERAL PROVISIONS

A. No Waiver of Immunity. To the extent authorized under Texas law, the Parties agree that each shall be responsible for its own actions and those of its members pursuant to and within the scope of this Agreement or amendment thereto. It is expressly understood and agreed by the Parties that neither shall be held liable for the actions of the other Party or any of the other Party's members while in any manner furnishing services hereunder, Each party to this Agreement expressly waives all claims against the other party for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement, not due to the negligence, fraud, or illegal conduct of the other party. It is expressly understood and agreed that under this Agreement neither party waives, nor shall be deemed to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

B. Authority. This Agreement is made under the authority conferred in Chapter 791, *Texas Government Code.*

C. Severability. The provisions of this Agreement are severable and, if any provision of this Agreement is held to be invalid for any reason by a court or agency of competent jurisdiction, the remainder of this Agreement will not be affected and this Agreement will be construed as if the invalid portion had never been contained herein.

D. **Assignment.** Except as otherwise provided herein, the assignment of this Agreement by any Party is prohibited without the prior written consent of the other Party. All of the respective covenants, undertakings, and obligations of each of the Parties will bind that Party and will apply to and bind any successors or assigns of that Party.

E. **Cooperation.** The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.

F. **Entire Agreement.** This Agreement contains the entire agreement of the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter.

G. **No Agency Relationship.** No Agency Relationship: 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 himself out as an agent or official representative of The County unless expressly authorized to do so by a majority of the Williamson County Commissioners Court. 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.

H. **Amendments.** Any amendment of this Agreement must be in writing and will be effective if signed by the authorized representatives of the Parties.

I. **Applicable Law and Venue; Mediation.** This Agreement will be construed in accordance with Texas law. Venue for any action arising hereunder will be in Williamson County, Texas. The parties expressly agree to work out any disputes informally and shall attempt mediation prior to pursing any claim(s) in court.

J. **Counterparts; Effect of Partial Execution.** This Agreement may be executed simultaneously in multiple counterparts, each of which will be deemed an original, but all of which will constitute the same instrument.

THRALL INDEPENDENT SCHOOL DISTRICT:

By: Tommy Hooker

Printed Name: Tommy Hooker

Title: Superintendent

Date: May 13, 2025

WILLIAMSON COUNTY, TEXAS:

By: _____

Printed Name: Steve Snell

Title: Williamson County Judge

Date: _____

Commissioners Court - Regular Session **45.**

Meeting Date: 07/01/2025

Approval of Services and Goods Agreement for Specification Drafting Services to Mission Critical Partners, LLC for Sheriff's Office

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving the Services and Goods Agreement #2025254 for drafting the county's request for proposals specification for new body-worn and in-car camera system between Williamson County and Mission Critical Partners, LLC for solicitation support in the not-to-exceed amount of $140,546.91, utilizing Houston Galveston Area Council (H-GAC) cooperative Contract #HP08-21 and authorizing the execution of the Agreement.

Background

The approval of this Service and Goods Agreement will benefit the Williamson County Sheriff's Office in the development of a solicitation scope of work for new body-worn and in-car camera equipment. Mission Critical Partners, LLC specializes in public safety, justice and other critical infrastructure sectors. The funding source is 01.0100.0503.004100 for FY25. Origination #2857. The department point is Janessa Stephens.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Form 1295

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	06/26/2025 07:26 AM
County Judge Exec Asst.	Andrea Schiele	06/26/2025 09:55 AM
Form Started By: Barbi Hageman		Started On: 06/24/2025 11:39 AM
Final Approval Date: 06/26/2025		

Agreement for Services and Goods
With
Mission Critical Partners LLC

This Agreement for Services and Goods ("Agreement") between Williamson County, Texas, a political subdivision of the State of Texas ("County") and Mission Critical Partners LLC ("MCP") is entered into in accordance with the following terms and conditions:

ARTICLE 1 SCOPE OF WORK: The County desires to retain MCP for the services and goods relating to Drafting of the County's Request for Proposals for a new body-worn and in-car camera system for the Sheriff's Office (hereinafter called the "Project"). MCP shall have the overall responsibility for and shall provide complete services and furnish all goods, and labor as necessary or reasonably inferable to complete the Project, for all phases of the Project, in accordance with the County's requirements and the terms of this Agreement (hereinafter collectively referred to as the "Work").

ARTICLE 2 FEE: MCP will be compensated based on the pricing and rates set forth in the attached **MCP Proposal dated June 6, 2025** marked as **Exhibit "A,"** which is incorporated herein to the extent it meets or exceeds the requirements of County's solicitation, if applicable and in accordance with Houston Galveston Area Council (H-GAC) Purchase Contract #HP08-21, incorporated by reference. The not-to-exceed amount under this Agreement shall be **One Hundred Forty Thousand Five Hundred Forty-Six Dollars and Ninety-One Cents ($140,546.91)**.

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

ARTICLE 4 CONTRACT TIME:

4.1 MCP shall commence the Work upon instruction to do so from the County and shall achieve Final Completion on or before September 30, 2025. County shall determine when the Project has been fully and finally completed to its satisfaction. The time set forth for Final Completion of the work is an essential element of the Agreement.

ARTICLE 5 PAYMENT:

5.1 Itemized Costs and Values

MCP shall submit to the County, before the first Application for Payment, an itemized list of each activity and goods required to complete the Work, which shall include corresponding costs and values for such Work. This itemized list of costs and values, unless objected to by the County, shall be used as a basis for reviewing the MCP's Applications for Payment.

5.2 Applications For Payment

MCP shall submit to the County an itemized Application for Payment prepared in accordance with the itemized list of costs and values for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating MCP's right to payment as the County may require, such as copies of requisitions from subcontractors and material suppliers.

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 MCP does not intend to pay a subcontractor or material supplier unless such Work has been performed by others whom the MCP intends to pay.

5.2.1.3 If requested by County 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 County:

a. With each Application for Payment: a current Sworn Statement from MCP setting forth all subcontractors and all material suppliers with whom MCP 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 MCP from such progress payment; and
b. Such other information, documentation, and materials as MCP may require in order to ensure that County's property is free of claims.

5.2.2 MCP 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 County shall, to the best of MCP's knowledge, information and belief, be free and clear of claims, security interests or encumbrances in favor of MCP, subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work. MCP expressly undertakes to defend County, at MCP's sole expense, against any actions, lawsuits, or proceedings brought against County as a result of claims for payment filed against the County in relation to the Work, or any portion of the property of any of County, provided the County has paid MCP pursuant to the requirements of the Agreement. MCP hereby agrees to indemnify and hold County harmless against any such claims for payment and agrees to pay any judgment resulting from any such actions, lawsuits, or proceedings.

5.3 Certificates For Payment

5.3.1 The County will, within seven (7) business days after receipt of MCP's Application for Payment, issue a Certificate for Payment, with a copy to MCP, for such amount as the County determines is properly due, or notify MCP in writing of the County '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 County, based on the County's evaluation of the Work and the data comprising the Application for Payment, that, to the best of the County'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 Final 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 County. The issuance of a Certificate for Payment will further constitute a representation that MCP is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the County has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from subcontractors and material suppliers and other data requested by the County to substantiate MCP's right to payment, or (4) made examination to ascertain how or for what purpose MCP has used money previously paid on account of the Fee.

5.4 Decisions To Withhold Certification

5.4.1 The County may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the County, if in the County's opinion the representations to the County required herein cannot be made. If the County is unable to certify payment in the amount of the Application, the County will notify MCP. If MCP or MCP and County, as the case may be, cannot agree on a revised amount, the County will promptly issue a Certificate for Payment for the amount that can be certified. The County 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 County's opinion to protect the County from loss for which MCP 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 MCP 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 Fee;

5.4.1.5 damage to the County 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 include sufficient documentation to support the amount of payment requested for the Project;

5.4.1.8 failure to obtain, maintain, or renew insurance coverage required by the Agreement; or

5.4.1.9 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 County 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 MCP shall pay each subcontractor and material, goods and equipment suppliers no later than ten (10) calendar days after receipt of payment from the County the amount to which the subcontractor or material and equipment suppliers is entitled. MCP shall, by appropriate agreement with each subcontractor, require each subcontractor to make payments to sub-subcontractors in a similar manner.

5.5.3 The County has the right to request written evidence from MCP that MCP has properly paid subcontractors and material, goods and equipment suppliers amounts paid by the County to MCP for subcontracted Work. If MCP fails to furnish such evidence within seven (7) calendar days, the County shall have the right to contact subcontractors to ascertain whether they have been properly paid. MCP 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 of the Project by the County shall not constitute acceptance of Work not in accordance with the Agreement.

5.6 Failure Of Payment

5.6.1 If the County is required to issue Certificates for Payment and, through no fault of MCP, the County fails to timely issue Certificates for Payment in the time permitted in the Agreement, or if the County does not pay MCP by the date established in the Agreement, then MCP may, upon twenty-one (21) business days written notice to the County, stop the Work until payment of the amount owing has been received.

5.6.2 If the County is entitled to reimbursement or payment from MCP under or pursuant to the Agreement, such payment shall be made promptly upon demand by the County.

Notwithstanding anything contained in the Agreement to the contrary, if MCP fails to promptly make any payment due the County, or if the County incurs any costs and expenses to cure any default of MCP or to correct defective work, the County shall have an absolute right to offset such amount against the Fee and may, in the County's sole discretion, elect either to (1) deduct an amount equal to that which the County is entitled from any payment then or thereafter due MCP from the County, or (2) issue a written notice to MCP reducing the Fee by an amount equal to that which the County is entitled.

5.7 Final Completion and Final Payment

5.7.1 Upon receipt of MCP's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the County will make such inspection and, when the County finds the Work acceptable under the Agreement and the Agreement fully performed, the County will issue a final Certificate for Payment for the entire balance found to be due to MCP 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 MCP to the County as part of the final Application for Payment. The final Certificate for Payment will not be issued by the County until all warranties and guarantees have been received and accepted by the County.

5.7.2 Final payment shall not become due until MCP submits to the County (1) an affidavit that payrolls, bills for materials, goods, 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, and (2) any other data establishing payment or satisfaction of obligations, such as receipts, unconditional full and final releases and waivers claims, security interests or encumbrances arising out of the Agreement, to the extent and in such form as may be designated by the County.

5.7.3 Acceptance of final payment by MCP, 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 MCP'S GENERAL RESPONSIBILITIES AND COVENANTS:

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

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

6.3 MCP 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 MCP shall be responsible for all means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work. MCP shall keep the County informed of the progress and quality of the Work.

6.5 Insurance. MCP must comply with the following insurance requirements at all times during this Agreement:

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

.1 Worker's Compensation in accordance with statutory requirements.

.2 Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate.

.3 Employer's Liability as follows:

Bodily Injury by Accident	$500,000 Ea. Accident
Bodily Injury by Disease	$500,000 Ea. Employee
Bodily Injury by Disease	$500,000 Policy Limit

.4 Business Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage of $1,000,000.00 each accident.

.5 Professional Liability Insurance in the amount of $2,000,000.00 per claim and annual aggregate.

6.5.2 Certification of Coverage. Prior to the performance of any Work, MCP shall furnish County with a Certificate of Insurance issued by the insurer evidencing the required coverages and terms under this article. As further set out below, MCP 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 MCP hereunder.

6.5.3 Additional Insureds; Waiver of Subrogation. "Williamson County, Texas, its directors, officers and employees" shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where "Williamson County, Texas, its directors, officers and employees" are additional insureds, such

insurance shall be primary and any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

6.5.4 Certificate Holder. The name of the Certificate Holder in the Certificate of Insurance issued by the insurer shall be as follows:

Williamson County, Texas
C/O: Williamson County Risk Management
301 SE Inner Loop
Georgetown, TX. 78626
Email: coi.submission@wilco.org

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

.1 County shall be notified ten (10) days prior to the expiration, cancellation, non-renewal or any material change in coverage, and such notice thereof shall be given to County by certified mail, and by email to:

Williamson County, Texas
C/O: Williamson County Risk Management
301 SE Inner Loop
Georgetown, TX. 78626
Email: coi.submission@wilco.org

.2 The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

6.5.6 Notices by MCP. MCP shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requirements set forth hereunder, MCP 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.**

6.5.7 Premiums and Deductible. MCP shall be responsible for payment of premiums for all of the insurance coverages required under this section. MCP further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the MCP is responsible hereunder, MCP shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over $100,000 in the MCP's insurance must be declared and approved in writing by County in advance.

6.5.8 Insurance Company Rating. The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of

at least an A- rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued.

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

6.5.10 Subcontractor/Subconsultant's Insurance. Without limiting any of the other obligations or liabilities of MCP, MCP 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's/subconsultant's own expense, the same stipulated minimum insurance required in this Article, including the required provisions and additional policy conditions as shown below in this Article. Any requests for consent to reduce any insurance coverage limits requirements for MCP's subcontractors/subconsultants must be provided to County in writing and must set forth reasoning and justifications for decreasing such coverage limits. County may, at its sole discretion, consent to a reduction in the insurance coverage limits requirements for subcontractor/subconsultant; provided, however, consent by County must be in writing and such consent shall not relieve or decrease the liability of MCP hereunder.

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

6.5.11 Cost of Insurance. The cost of all insurance required herein to be secured and maintained by MCP shall be borne solely by MCP.

ARTICLE 7 INDEMNITY:

7.1 INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, MCP SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF COUNTY'S CHOOSING), AND HOLD HARMLESS COUNTY, AND 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 MCP, 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. MCP 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, MCP SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF COUNTY'S CHOOSING), AND HOLD HARMLESS COUNTY, AND 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 MCP 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 County to pay MCP the Fee pursuant to the terms of this Agreement, and to perform certain other obligations pursuant to the terms and conditions explicitly set forth herein, County shall have no liability to MCP or to anyone claiming through or under MCP by reason of the execution or performance of this Agreement. Notwithstanding any obligation or liability of County to MCP, no present or future partner or affiliate of County or any agent, officer, director, or employee of County, or of the various departments comprising County, or anyone claiming under County has or shall have any personal liability to MCP or to anyone claiming through or under MCP by reason of the execution or performance of this Agreement.

ARTICLE 8 WARRANTY:

8.1 MCP hereby warrants that the services provided will be free from faults and defects; and that the services and goods will conform with the requirements of the plans, specifications, requirements and the terms of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION OF THE AGREEMENT

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

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

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

9.1.3 Because the County has not issued a Certificate for Payment and has not notified MCP of the reason for withholding certification as provided in the Agreement, or because the County has not made payment on an undisputed Certificate for Payment within the time stated in the Agreement; or

9.1.4 If the Work is stopped for a period of ninety (90) consecutive days through no act or fault of MCP 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.

9.2 Termination by the County for Cause. The County may terminate the Agreement if MCP:

9.2.1 Fails to commence the Work in accordance with the provisions of the Agreement;

9.2.2 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;

9.2.3 Fails to use an adequate amount or quality of personnel or equipment to complete the Work without undue delay;

9.2.4 Fails to perform any of its obligations under the Agreement;

9.2.5 Fails to make prompt payments when due to its subcontractors and suppliers, or as required by **Texas Government Code, Chapter 2251**;

9.2.6 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;

9.2.7 Creates any situation or state of facts which would authorize or permit an involuntary petition in bankruptcy to be filed against MCP; or

9.2.8 Has not met or in County's opinion will not meet the date of Final Completion set forth in the Agreement.

9.3 When the County terminates the Agreement for one of the reasons stated in **Section 9.2**, MCP 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 **Section 9.2**, then the termination shall be considered a termination for convenience, as provided below. If the unpaid balance of MCP Price exceeds costs of finishing the Work at the time of a termination for one of the reasons stated in **Section 9.2**, including compensation for expenses made necessary thereby, and other damages and costs incurred by the County in finishing the Work and not expressly waived, such excess shall be paid to MCP. If such costs and damages exceed the unpaid balance, MCP shall pay the difference to the County.

9.4 Suspension by the County for Convenience. The County may, without cause, order MCP in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the County may determine.

9.5 Termination by the County for Convenience

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

9.5.2 Upon receipt of written notice from the County of such termination for the County's convenience, MCP shall:

9.5.2.1 Cease operations as directed by the County in the notice;

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

9.5.2.3 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.

9.5.3 Upon County'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 MCP in accordance with the Agreement.

ARTICLE 10 MISCELLANEOUS PROVISIONS:

10.1 Interest and Late Payments. County'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 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 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 MCP, County shall notify MCP of the error not later than the twenty first (21st) day after the date County receives the invoice/application for payment. If the error is resolved in favor of MCP, MCP shall be entitled to receive interest on the unpaid balance of the invoice/application for payment submitted by MCP beginning on the date that the payment for the invoice/application for payment became overdue. If the error is resolved in favor of the County, MCP 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.

10.2 Audits. MCP agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of MCP which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. MCP agrees that County shall have access during normal working hours to all necessary MCP facilities and shall be provided adequate and

appropriate workspace in order to conduct audits in compliance with the provisions of this section. County shall give MCP reasonable advance notice of intended audits.

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

10.4 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 County is a party.

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

10.6 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 MCP or County for whom it is intended; or sent by U. S. Mail to the last known business address of the designated representative.

10.7 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.

10.8 Relationship of the Parties. MCP 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 County the right to direct MCP 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 MCP shall follow the desires of County in the results of the Work only. County shall not retain or have the right to control MCP's means, methods or details pertaining to MCP's performance of the Work described herein, nor shall County have the power to direct the order in which MCP's Work is performed under this agreement. County and MCP hereby agree and declare that MCP 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 MCP is not an employee of County for purposes of this Agreement, and that MCP 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 County.

10.9 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.

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

10.11 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.

10.12 Compliance with Laws. MCP 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, MCP shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

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

The following documents shall comprise the Contract Documents:

1. This Agreement between County and MCP;
2. Exhibit "A" – MCP Proposal dated June 6, 2025;
3. Houston Galveston Area Council Purchase Contract #HP08-21(incorporated by reference) 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 County and MCP;
2. Exhibit "A" – MCP Proposal dated June 6, 2025;
3. Houston Galveston Area Council Purchase Contract #HP08-21(incorporated by reference) 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.

WILLIAMSON COUNTY, TEXAS, a political subdivision of the state of Texas:	**Mission Critical Partners LLC:**
By: _____	By: _____
Printed Name: _____	Printed Name: John L. Spearly
Title: _____	Title: Director of Contract Administration
Date: _____	Date: June 23, 2025

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Jun 24 2025 Time: 10:27 am

Reviewed by Contract Audit
SARA GREER, CGAP
Contract Auditor
Williamson County Auditor's Office
Date: Jun 24 2025 Time: 7:56 am

Exhibit “A”

MCP Proposal dated June 6, 2025



Proposal

In-Car Video and Body-Worn Camera Procurement Support

June 6, 2025

Williamson County, Texas

MissionCriticalPartners

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Introduction Letter

June 6, 2025

Richard Semple, MPA, CGCIO, CISM
Chief Information Officer
Williamson County
100 Wilco Way
Georgetown, TX 78626

Re: Proposal for In-Car Video and Body-Worn Camera System Procurement and Installation Support

Dear Mr. Semple:

Mission Critical Partners® (MCP) appreciates the opportunity to provide Williamson County (County) with a proposal for an in-car video and body-worn camera procurement and an option for implementation support.

MCP is prepared to serve the County by assisting with achieving optimal delivery of emergency communications and system-related services. If you have any questions regarding the information submitted, please contact me at 864.809.9911 or DavidJones@MissionCriticalPartners.com.

On behalf of our entire team, we stand behind Williamson County to serve as your partner and your advocate.

Sincerely,

Mission Critical Partners



David F. Jones, ENP
Senior Vice President

Mission Critical Partners



Putting Our Clients' Missions First

A Firm Unlike Any Other

At Mission Critical Partners, our mission is simple: to improve public safety and justice outcomes. Our client commitment is to act as a trusted, independent advisor, always striving to solve problems, deliver value, efficiency, and fresh ideas – all while mitigating risk.

We stand behind the significance of the work our clients do and how critical their missions truly are – not just for their organization, but for their entire community. Our greatest pride is partnering with clients to implement the best solutions that drive their mission, building upon our expertise and experience – because their mission is what matters.

We bring highly specialized expertise in public safety, justice and in other critical infrastructure sectors. Many of our professionals have been in our clients' shoes and are well attuned to their unique needs. Our vision is to transform mission-critical and public-sector networks and operations into integrated ecosystems.

A **Halo Effect** Over the Critical Communications Ecosystem

MCP provides its clients with a holistic approach to enhance and evolve critical communications systems and operations across the entire ecosystem. The "MCP Halo Effect" is our comprehensive integrated series of products and solutions to dramatically effect collaboration and situational awareness, improve decision-making, and ultimately influence outcomes.

3,900+ projects
supporting 2,200+ public-sector and critical communications agencies since 2009

We serve clients in
48 states
and 95% of the nation's largest metropolitan areas

200+
subject-matter experts on staff with an average of 25 years of experience

90%
of our clients remain with us from project to project

15%
average project cost savings for our clients—sometimes more

SecureHalo™
Family of Cybersecurity and IT Solutions

We're designing and monitoring highly reliable, secure and easy-to-manage integrated public safety networks.

Consulting
Consultive & Advisory Solutions

We're providing expertise across all areas of the constantly evolving public safety, justice, and broader public sector ecosystem.

DataHalo™
Family of Data Solutions

We provide data analytics and software solutions that improve collaboration, productivity, and decision-making.

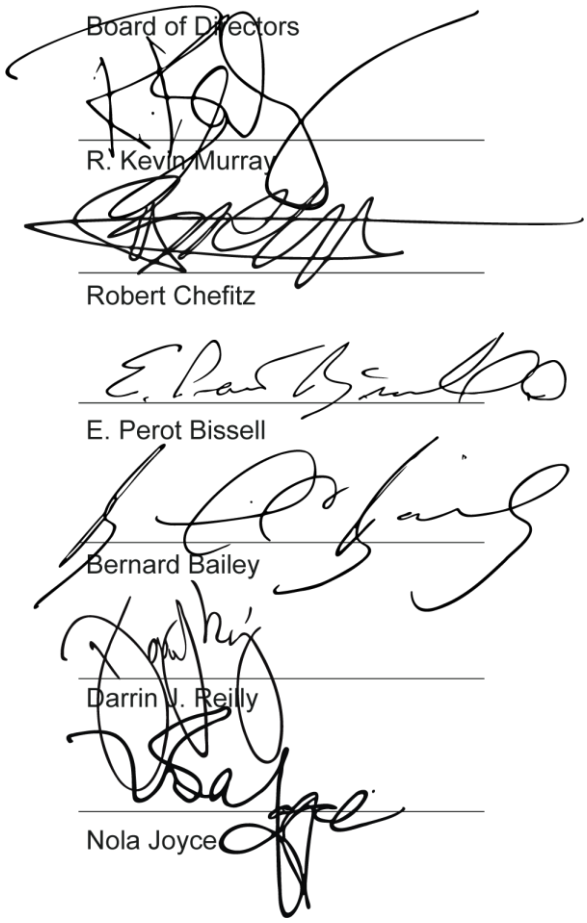
Corporate Headquarters: 690 Grays Woods Blvd, Suite 100, Port Matilda, PA 16870 Phone: 888-862-7911

We're Committed to Putting our Clients First

Partnering with a firm that brings an independent, objective perspective to every engagement is a top priority of our clients. We stand behind our commitment to always put the fundamental interests of our clients first.

From our inception, vendor-neutrality is a value that underpins every aspect of what we do. Our goal is to determine the most favorable solution for our clients based on their unique requirements, budget, governance structure, operations, and existing technologies. We provide a holistic perspective regarding the entire mission-critical communications ecosystem, free of bias or favoritism to any specific product or service provider. Our recommendations always are based solely on the value and the benefit provided to the client.

For clients, this approach means more control and greater visibility into the systems they ultimately are responsible for operating and maintaining, and—more importantly—a successful project that improves outcomes.



Statement of Services

Project Understanding

Mission Critical Partners (MCP) understands Williamson County (County) has identified the need to obtain a professional services consulting firm to assist the County in the procurement of an in-car video (ICV) and body-worn camera (BWC) system through the creation of a request for proposal (RFP). MCP realizes that ICV and BWC are two of the most critical technology tools utilized by law enforcement and other agencies.

The ICV will be utilized by the Williamson County Sheriff's Office Patrol (WCSO), Juvenile Services, and Emergency Medical Service (EMS) in Constables Precincts 1, 2, 3, and 4, as well as the County Attorney's Office and District Attorney's Office. The BWC will be utilized by the Williamson County Sherriff's Office Patrol, Detectives, Corrections, and Constables Precincts. 1, 2, 3, and 4.

On every project MCP leads, our goal is to understand the needs of the client, and, based on this understanding, develop solutions to meet those needs. Each client and project is unique with specific requirements that must be understood to be successful.

MCP will apply our extensive experience and knowledge of public safety systems in executing the County's project, ensuring the needs assessment and subsequent procurement of the County's new ICV and BWC are successful.

MCP has outlined our approach and solution for the County to support the enhancement of its public safety services. In MCP's experience with similar projects, we typically divide the level of effort into five distinct phases, as shown in the following table:

Phase	Description	Tasks
1	Operational and Functional Needs Analysis and Requirements Outline	• Develop an understanding of the County's operations and the business needs of agency stakeholders using the ICV and BWC • Meet with team members/stakeholders to define business processes • Develop functional specifications and technical requirements for the ICV and BWC • Define the County's unique "pain points" of the existing ICV and BWV to be included in the request for proposal (RFP)
2	Specification Writing/RFP Development	• Incorporate developed technical specifications, as well as County legal and procurement requirements into the RFP • Produce a comprehensive RFP document that incorporates specific County ICV and BWC issues that must be addressed by the vendor community • Determine specific use-case scenarios and a comprehensive requirements listing
3	System Procurement Process	• Support the competitive procurement process in conjunction with the appropriate County procurement department • Support the proposal-evaluation process with the County

Phase	Description	Tasks
		• Short-list vendor finalists and lead the use-case demonstrations with select vendors
Optional Services		
4	Contract Negotiations	• Assist appropriate County officials, as needed, as they negotiate the vendor contract; provide expertise regarding industry-acceptable contract terms for public safety systems • Support scope of work, milestone billing, and schedule development for inclusion in the contract, as appropriate
5	ICV / BWC System Installation Support	• Provide insight to the County regarding the selected vendor's implementation plan • Collaboratively manage and oversee the vendor's implementation progress with the County staff • Review and critique the training plan and delivery • Verify and validate delivery of proposed functionality • Support testing and validation of proposed functionality • Provide installation oversight • Manage punch list through the acceptance period

In the following sections, MCP provides a comprehensive analysis of our approach during each phase of the project.

Scope of Work

Phase 1: Operational and Functional Needs Analysis and Requirements Outline

Task 1.1: Project Initiation

MCP will conduct a meeting with the project team and stakeholder representatives to:

- Establish mutual acquaintance
- Clarify roles
- Review and align regarding desired outcomes and deliverables

MCP's project manager (PM) will facilitate the meeting. Before the meeting, MCP will review any available documentation regarding:

- Current County requirements documents

Initiation Meeting Review

- *Project and task milestones*
- *Schedules and deliverables*
- *Project budget*
- *System technology*

- Interfaces
- Desired system architecture and disaster-recovery material
- The County RFP template

The County and MCP will use Task 1 to gain a mutual understanding of the County's future vision for its new integrated ICV/BWC system.

Task 1.2: User and Stakeholder Requirements Gathering

MCP anticipates that after the initiation meeting, we will remain on site and hold two days of meetings and interviews to review the County's functional requirements and determine the content that will be incorporated into the final RFP document. During this effort, MCP will facilitate conversations with stakeholders to consolidate requirements. MCP and the County's team evaluate and determine the following:

- The County's functional priorities
- "Pain points" of the existing systems and the County-specific problem statements
- Industry best practices for inclusion in the RFP
- Security and regulatory requirements including Criminal Justice Information Services (CJIS) and State of Texas mandates

In addition, use cases for future reference and demonstration purposes will be developed.

As determined between the County and MCP, follow-up discussions, if necessary, will be held with the staff to gain a better understanding of issues identified during the initial on-site visit. Follow-up conversations will collaboratively look at the use cases developed with MCP's assistance to ensure that they are relevant to the RFP document and can serve in the demonstration step, referenced later in this document.

Analysis of the County's documentation generally will fall into several specific areas of investigation. The team will review the ICV and BWC requirements during this phase to ensure that the approach is sufficient to capture data in key focus areas.

MCP will collaborate with the County to ensure that all ICV/BWC requirements are represented in the County's RFP document. These can include, but are not limited to:

- Vehicle fleet count and vehicle type for ICV
- BWC personnel count
- Future growth
- Activation triggers
- Auditing and reporting
- BWC battery life, charging requirements
- Computer-aided dispatch/records management system (CAD/RMS) integration
- Digital media management, transfer, storage/archiving, retrieval and purging
- Existing and desired future interfaces
- Global Positioning System (GPS)/Automatic Vehicle Location (AVL)
- Hardware and software
- Incident tagging
- Low light capability

- Mobile data computer (MDC) integration
- Mounting, cabling for power, antennas, interfaces, etc.
- ICV collision detection
- ICV/BWC integration
- Network requirements
- Operating range
- Pre-event buffer
- Recorded field of view/recording area
- Recording speed
- Security requirements
- Other County specific requirements

MCP is committed to a holistic approach that helps Williamson County deploy integrated solutions that promote improved emergency response outcomes.

As MCP works with the County on developing the functional and technical specifications, as well as the RFP document, we also will provide insight into the RFP's language regarding vendor scope of work, maintenance, and service level agreement (SLA) management, defining use-case descriptions for vendor demonstrations and other general proposal best practices. Additionally, MCP will provide problem statements, considering the information exchanged during this phase, which will be introduced into the RFP document.



Deliverables:

- Project initiation meeting
- RFP Outline

Phase 2: Specification Writing/RFP Development

Once requirements and the RFP outline with problem statements are completed, MCP and the County core team members will update the RFP document and prepare it for release. The RFP document will be updated to address and define the procurement of an integrated ICV/BWC system. MCP assumes a single RFP will be issued for the ICV and BWC.

The functional design and specifications that are developed from Phase 1 and Phase 2 include standards-based, statutory, and regulatory requirements. In this regard, MCP draws from many sources including, but not limited to:

Industry Standards
• Law Enforcement Information Technology Standards Council (LEITSC) • American National Standards Institute (ANSI) • Telecommunications Industry Association (TIA) • International Association of Chiefs of Police (IACP) • Local standards • State regulations • Other standards, as applicable

MCP will provide insight and recommendations regarding components of the RFP document, including:

- The functional specifications desired in the ICV/BWC systems to be procured
- The procurement process and conditions include the County-required terms and conditions
- The system requirements, content, and format of vendor proposals, so that the proposals received are uniform, cost-competitive, technically acceptable, and support a thorough and balanced evaluation process
- Introductory information for the proposer about the procurement process
- Other requirements
  - Project management
  - Installation and acceptance testing
  - Training programs and courses
  - Warranty and service/support capability requirements
  - Lifecycle—total cost of ownership requirements
- Cost proposals
  - Itemized equipment costs
  - Software licensing
  - Labor costs and rates
    - Installation
    - Project management
  - Training
  - Hardware and software maintenance costs, if applicable
  - SLA response and restoral times

MCP will deliver the RFP documents in draft format for County review, input, and feedback. The County will provide feedback in a single marked-up document. MCP will revise the document, incorporating the County's feedback, and finalize the document.



Deliverables:

- Draft County RFP document
- Final County RFP document

Phase 3: System Procurement Process

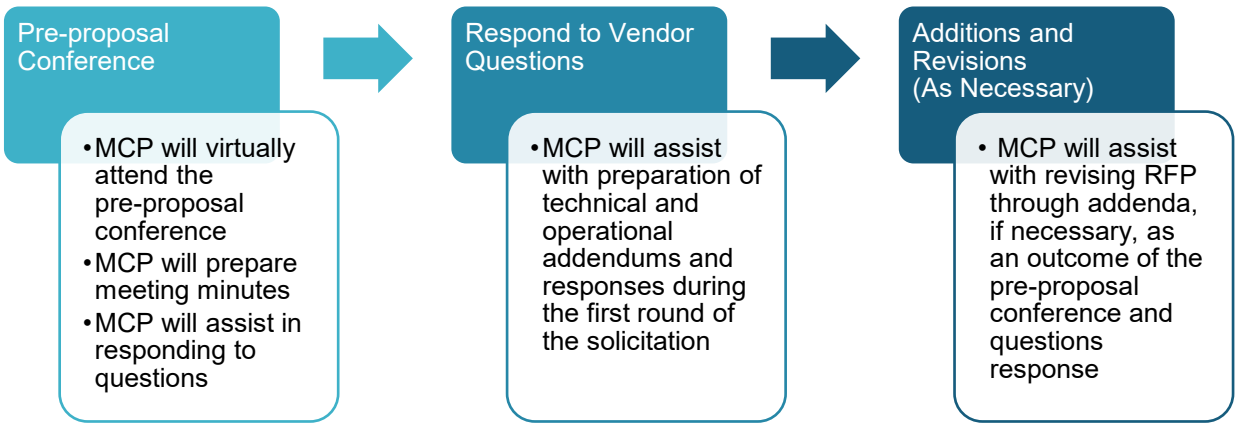
The intended outcome of Phase 3 is for MCP to provide services to augment the County's planning and execution of the ICV/BWC systems purchase. MCP will utilize its extensive experience in:

- Supporting the procurement process
- Reviewing vendor proposals
  - Identifying critical issues, concerns, and discrepancies
- Inquiring about alternative solutions
- Judging the validity of the proposed costs

MCP's evaluation methodology and toolset have been reviewed by numerous state, city, and municipal procurement offices and legal teams throughout the country. Our ability to modify our existing processes and evaluation tools makes the process of scoring much more efficient for the County, as well as your procurement and legal representatives.

Task 3.1: Initial Procurement Processes

MCP understands the criticality of maintaining a fair and thorough vendor proposal-evaluation process for the selection of the solutions that best meet the County's business needs within the budget parameters. The MCP/County team will meet to confirm and finalize the County's decisions regarding the proposal-evaluation process for the ICV/BWC systems. After confirming the County's decisions. MCP will support the County in creating proposal evaluation worksheets. After the release of the RFP, MCP will support the County during the pre-proposal conference and the vendor question and answer period as detailed below:



Deliverables:

- Proposal evaluation worksheets
- Pre-proposal conference virtual attendance and minutes
- RFP revisions and addenda as required

Task 3.2: Proposal Evaluation

MCP will support the County in its evaluation of proposals from responding vendors and provide technical support throughout the procurement process. In conjunction with the County personnel, MCP will participate in the review and evaluation of proposals concerning compliance with the RFP's requirements. MCP will:

- Review proposals and provide a summary evaluation to identify non-compliant responses
- Provide technical and administrative consultation during the proposal evaluation and vendor-selection processes, utilizing our evaluation matrix to efficiently track the review effort
- Assist with drafting questions to vendors
- Attend an interim evaluation meeting to discuss outstanding issues, as well as a follow-up meeting to review findings and conclusions



Deliverable:

- Critical review of proposals

Task 3.3: Vendor Use-Case Evaluation Demonstrations

MCP will assist the County with conducting vendor use-case evaluations of the top two vendors' solutions, using scenarios crafted specifically for the County.

The MCP team will prepare a use-case evaluation schedule and assist in the development of all use-case evaluation scripts in cooperation with the County. MCP will facilitate use-case evaluations for up to two vendors to demonstrate their ICV/BWC solutions to the County stakeholder team. MCP has budgeted one MCP resource to be on-site to facilitate the two-day evaluation (One day for each vendor).

After completion of the vendor use-case demonstrations, MCP will facilitate a meeting with the evaluation committee to discuss the demonstrations and socialize the benefits and shortcomings of each vendor's system(s).

MCP will provide scoring documentation to allow evaluators to judge vendors in a fair and impartial nature. MCP will subsequently lead the evaluation team meetings to decide on the top selected vendor. If necessary, MCP will develop the best and final offer letters to the top two vendors for further financial benefit.



Deliverables:

- Use-case demonstration scripts and scheduling
- Facilitate use-case demonstrations

Task 3.4: Evaluation Committee Presentation

MCP will provide a presentation of the recommendation to stakeholders and County officials. This is important to ensure that all stakeholders are kept informed regarding the procurement process and the criteria that led to the selection of the vendor.



Deliverable:

- Evaluation Committee Presentation
- Final County RFP document

Task 3.5: Best and Final Offer

After all evaluation phases, MCP will work with the County team to develop the best and final offer (BAFO) proposal letters. The BAFO letters are transmitted to the vendor finalist(s) to solicit their best and final offers and, if the County chooses, to request any final clarifications or adjustments to pricing based on options selected or rejected.



Deliverable:

- BAFO letter(s)

Optional Services

Phase 4: Contract Negotiations (Optional)

MCP will support the County's efforts during contract negotiations by specifically focusing on the vendor's statement of work and the payment milestones established as part of the contract. The appropriate County resources will be responsible for negotiating the contract with the selected vendor.

Once an initial contract is received from the vendor, MCP personnel will:

- Review the contract documents and provide comments regarding the contractual language, scope of work, and line-item pricing that is provided by the vendor
- Redline vendor-supplied license and maintenance agreements to provide the County with a foundation as to what should be, and should not be, accepted within the vendor contract agreement

MCP has budgeted 40 hours of contract negotiation support.

Phase 5: ICV/BWC System Installation Support (Optional)

MCP will provide support to the County throughout the ICV/BWC installation process. MCP understands the installation of the new ICV/BWC solutions must be completed in a manner that results in minimum disruption of County agencies' activities.

MCP's deployment support focuses on assisting the County in overcoming the barriers to success typically found in public safety technology projects. MCP will assist the project team and selected vendor(s) in the development of a single, integrated plan that encompasses all activities required to deliver success for the installation of the system. Our goal is to support the County during deployment ensuring:

- Compliance with contract requirements and timelines
- Development of test plans and scripts designed to demonstrate functional fulfillment of the technical requirements

- Oversight of activities associated with the installation of the ICV/BWC solution
- Review and approval of all milestone payment certificates
- Review and approval of project change orders, if necessary

MCP will:

- Serve as the County's advocate and participate in vendor kickoff and planning meetings
- Provide installation oversight
  - Periodically provide personnel on-site during the installation process
- Work with the County and the vendor to develop a punch list of:
  - Issues
  - Roadblocks
  - Defects
  - Items that fail to conform to the published technical specifications
- Support acceptance testing and final system approval

MCP will support the County in planning, testing, training, and installation activities. Typical responsibilities of the MCP team during this phase can include support such as:

- General project management
- Schedule coordination and integration oversight between the vendor and the County
- Review of vendor documentation for approval by the County
- Document delivery of all contracted items and features
- Identification of discrepancies between the vendor, the County, and third-party system elements
- Technical representation during testing
- Punch list development and open item resolution
- Review of as-built documentation
- Assistance with coordinating vendor and the County's delivery of training
- Recommendation regarding systems acceptance

Project Methodology

The MCP approach will apply the Project Management Institute (PMI) principles to develop a disciplined project plan for:

- Risk management
- Communications
- Resource allocation
- Scheduling
- Quality assurance of deliverables

This is accomplished by our senior staff working closely with the County's project team in developing the right project approach for your agency and stakeholder community. Once fully defined with the County, this plan will serve to drive the project throughout its lifecycle.

Project Management

MCP will utilize industry-recognized tools (e.g., MS Project, Deltek VantagePoint) to develop and maintain the overall project schedule, as well as track project costs. MCP's PM will provide regular monitoring of the schedule as the project progresses and identify any potential issues between scheduled and actual progress.

A key element of the project plan is the monitoring of project status and interactive communication with the County. MCP's PM will be responsible for establishing the parameters of status reports and interaction with the County and stakeholders; activities may include, but are not limited to:

- Coordinate routine status calls, ad hoc meetings, and conference calls as required
- Manage project master schedule with milestones
- Provide project administration including:
  - Accept, route, and distribute project communications
  - Develop schedule and monitor activities
  - Provide written status reports, as needed
  - Contractual compliance monitoring
  - Record keeping
  - Cost tracking
- Provide periodic progress reports and presentations to the executive, senior staff, elected officials, and project advisory committees as identified in the scope of work.

As your selected consultant, MCP will interactively work with the County project management team to fully develop an updated schedule during the kickoff meeting. Updates or changes to the project schedule, as needed, will be performed by MCP's PM, based on the approval of the County-designated project lead.

Project Team

With more than 200 staff members, MCP's specialized professionals are integral members of our team:

MCP's Specialized Professionals	
• Former public safety managers • Project Management Professionals (PMPs)	• Emergency Number Professionals (ENPs) • Technology, forensic, and policy specialists

MCP will support this project with 100% internal staff to protect the County from the risk of 1099 staff or subcontractors that could delay project initiation, delivery or create contractual issues over responsibilities. MCP has identified in the following figure the key team members of our staff that we plan to assign to this important project.

Organizational Chart

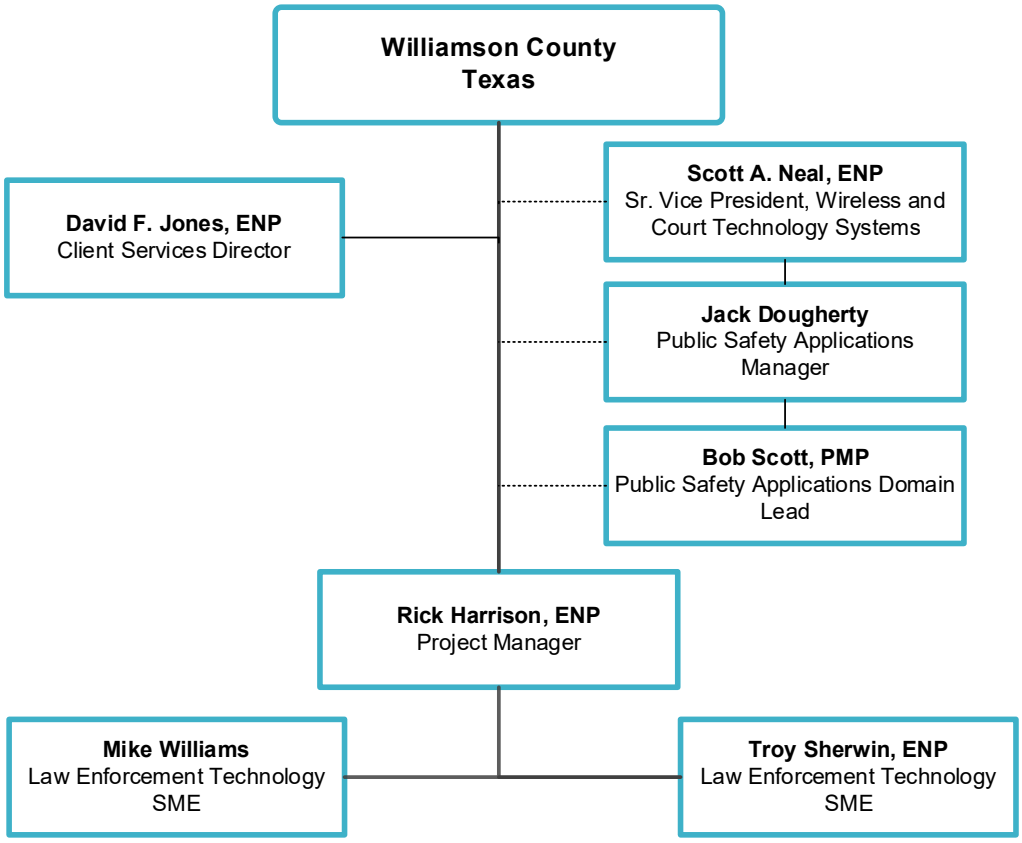


Figure 1: Project Team

Each team member brings a unique skill set and depth of experience. Additional resources and subject-matter experts are available also, as we are a full-service firm focused on all aspects of public safety communications.

Resumes

Resumes highlighting our qualifications and experience are included on the following pages.

David F. Jones, ENP

Co-Founder, Senior Vice President of Strategic Accounts, Mission Critical Partners

David provides executive-level consultative services and expertise on matters related to NG911, government affairs, public policy and legislation. He is an internationally known subject-matter expert on 911, NG911 and emergency services. He has advocated emergency services-related issues throughout North America, as well as in Asia, South America and Europe. While serving as NENA's president, he testified before the U.S. Senate Commerce Committee on issues on 911 and next generation telecommunications networks. David was among the first in the nation to be certified as an ENP and has decades of experience in the public sector having administered, directed, managed and operated emergency service agencies and 911 departments. Areas of specialization include:

- Client management ensuring client expectations are met for success
- Program management support and executive-level consultative services

Representative Experience

State/Regional Experience

- Arizona—FirstNet-related support, NG911 planning and implementation, executive-level support
- 911 Association of Central Oklahoma Governments (911 ACOG)—NG911 design, acquisition and deployment
- California—Leadership development/NG911 training
- Kansas—NG911 support
- Michigan—Public safety broadband
- Minnesota—Statewide 911 implementation, technology support and procurement support
- Nebraska Public Service Commission—NG911 study, professional general consulting
- New Mexico—NG911 planning and implementation support
- Oklahoma—NG911 support
- Tennessee Emergency Communications Board (TECB)—Technology consulting
- Texas—ESInet facilitation for the Commission on State Emergency Communications; applications development for the Department of Public Safety; and new state EOC and headquarters campus for the Texas Division of Emergency Management
- North Central Texas Council of Governments (NCTCOG)—911 master planning, executive mentoring, GIS assessment, NG911 implementation and PSAP feasibility study
- Lower Rio Grande Valley Development Council, TX—NG911 migration support

City/County Experience

- Horry County, SC—911, NG911 and radio support
- Shelby County, TN, Emergency Communications District—CAD consulting, automatic vehicle location (AVL) procurement assistance and radio procurement for the Memphis Police Department
- Charleston County, SC—Public safety system review and ESInet
- Calhoun and Talladega counties, AL—Radio system governance and related legislation
- Tarrant County, TX—911 District customer premises equipment (CPE) review and implementation and Regional Interoperability Communications Committee (RICC) study
- Dallas, TX—NG911 system planning/911 CPE replacement; LMR system implementation
- Houston, TX—CAD replacement
- Spartanburg County, SC—Director, Emergency Services—911, Emergency Management Agency, Fire Marshal and Emergency Services Training Academy



Industry Experience

40 years

Education

B.A., Political Science, Wichita State University, KS

Certifications

Emergency Number Professional (ENP)

Associations

National Emergency Number Association (NENA)

NENA, President, 2005-2006; Executive Board, 2001-2007

Association of Public-Safety Communications Officials (APCO)

Industry Council for Emergency Response Technologies (iCERT) Executive and Policy Committee

Awards

"Order of the Palmetto," by South Carolina Governor, October 2005. Highest civilian award in the State for "efforts to improve emergency services and communications"

Scott A. Neal, ENP

Senior Vice President, Wireless and Court Technology Systems, Mission Critical Partners

Scott brings more than three decades of emergency communications experience to MCP. Scott retired after completing a 28-year career with the Pennsylvania State Police (PSP) retiring as a Major in charge of the Bureau of Communications and Information Services. In that capacity, he was responsible for the operation and maintenance of the Pennsylvania Statewide Radio Network (PA-STARNet) and the administration of the Commonwealth Law Enforcement Assistance Network (CLEAN), as well as security responsibilities related to the FBI's Criminal Justice Information Services (CJIS) Security Policy. Scott also served as the governor-appointed single point of contact for the Commonwealth of Pennsylvania for the planning efforts of FirstNet's Nationwide Public Safety Broadband Network (NPSBN) from 2012–2015.

Since joining MCP in 2015, he has served as client manager as well as project manager on multiple projects and was the lead consultant supporting multiple states in the planning effort for the NPSBN. Scott currently serves as a Senior Vice President overseeing the Wireless Communications, Court Technology, and Biometrics and Repositories teams.

Representative Experience

State/Regional Experience

- Nationwide Public Safety Broadband Network Planning (NPSBN) activities—Served as Project Lead
  - Arizona
  - Michigan
  - Missouri
  - New Hampshire
  - New Jersey
  - Pennsylvania
- Arizona—FirstNet consulting services
  - Data collection/analysis, education and outreach and conduct of band 14 technology exercise for the planning of the NPSBN
  - Project manager for the development and delivery of an RFP to explore potential public/private partnerships in a FirstNet "opt-out" scenario
- Arizona—Statewide broadband strategic planning, microwave network planning and design; Statewide Radio Request for Information
- Arizona—Northern Microwave Loop upgrade
- Massachusetts—Statewide LMR system (CoMIRS) assessment, conceptual design, RFP development and implementation support for the Massachusetts State Police
- New Hampshire—Radio system assessment, upgrade and RFP development
- Rhode Island—Statewide radio system assessment
- Pennsylvania—Statewide coverage survey and analysis for the Pennsylvania Statewide Radio Network (PA-STARNet)

City/County Experience

- Memphis/Shelby County, TN—Radio system assessment and RFP development
  - Broadband Planning—Jefferson, Elk, Clearfield Counties, PA; Northern York County Regional Police Department
- Gallatin County, MT—Radio system upgrade support
- Fayette County, GA—Radio system upgrade support
- West Central Emergency Telephone Services Board (ETSB), IL—Radio system assessment and RFP development



Industry Experience

38 years

Education

107th Administrative Officers' Course (AOC) of the Southern Police Institute, University of Louisville, KY

Certifications

Emergency Number Professional (ENP)

Incident Command Training (ICS 100/200/300/400/500/700/800)

Associations

National Emergency Number Association (NENA)

Association of Public-Safety Communications Officials (APCO)

International Association of Chiefs of Police (IACP)

Pennsylvania Chiefs of Police Association

Fraternal Order of Police (FOP)

John (Jack) T. Dougherty

Manager, Public Safety Applications, Mission Critical Partners

As MCP's Public Safety Applications Manager, Jack brings 38 years of diverse public safety program and project management experience, including but not limited to CAD, records management system (RMS) and LMR specifications, procurement and implementation, as well as systems integration and facilities construction. Given his experience in state government with the Pennsylvania State Police, working with public safety firms and technology vendors, he is intimately familiar with public safety technology at the city, county, state and federal levels of operations. In addition, Jack has worked with several large metropolitan statistical areas (MSAs) as a program manager including the City of Philadelphia and the City of Houston.

Representative Experience

Regional/Federal Experience

- National Highway Traffic Safety Administration (NHTSA) National 911 Program—Project manager for CAD data interoperability project
- PennState Health—Project manager for a radio system needs assessment
- Richmond Capital Region—Program director, systems integration, responsible for the implementation of a new regional interoperable LMR system, which included three separate subsystems and integration to a standalone county P25 800 MHz system

City/County Experience

- Philadelphia, PA—Senior program manager of 911 consulting multi-year project
  - Program strategy and management
  - LMR upgrades and deployment
  - Design and implementation of a new 911 center
  - Regional ESInet deployment
  - CAD procurement and deployment
  - Disaster recovery and continuity of operations plan
  - Customer premises equipment (CPE) support
  - Pennsylvania Emergency Management Agency (PEMA) grant support
- Houston, TX—Program manager for CAD assessment and procurement
- Charleston County, SC—Project manager CAD-to-CAD design and engineering services
- Atlanta, GA—Project manager of a CAD and RMS implementation and a GIS and CAD administration project
- Metcom/McLean County, IL—Project manager for CAD assessment, procurement and implementation
- West Suburban Consolidated Dispatch Center, IL—Project manager for CAD assessment, procurement and implementation

Additional Experience

- Pennsylvania State Police, Major-Director of Bureau of Communications and Information Services
  - Oversaw initiation of VHF narrow banding, procurement of P25 dual-band radios and P25 transition planning
  - Led operation/maintenance/security of communications systems and dispatch facilities
  - Oversaw the Commonwealth Law Enforcement Assistance Network (CLEAN) and served as the Pennsylvania representative for the Nlets – the International Justice and Public Safety Network



Industry Experience

38 years

Education

Northwestern University, Center for Public Safety, School of Police Staff and Command

The Pennsylvania State University - Advanced Police Executive Management

International Association of Chiefs of Police (IACP) Leadership in Police Organizations

Certifications

Change Management Specialist

CJIS Level 4

Associations

Project Management Institute (PMI)

Fraternal Order of Police

Pennsylvania State Troopers Association

National Association of Professional Accident Reconstruction Specialists (NAPARS)

Robert J. Scott, PMP

Automated Systems Domain Leader, Mission Critical Partners

Bob served the Pennsylvania State Police (PSP) for 26 years where he had the opportunity to be a project manager for many large public safety technology projects, then leveraged that experience into a successful career as a public safety consultant/project manager. For more than 11 years in the private sector, Bob has led and been a senior technical SME on many public safety projects including public safety software systems procurements and radio system implementations.

Representative Experience

National/State/Regional Experience

- National Highway Traffic Safety Administration (NHTSA) 911 Program Office—Senior technology specialist and CAD SME for CAD interoperability project
- Pennsylvania State Police—Project manager on a records management, CAD, and mobile data systems replacement project; tasks included preparing comprehensive functional requirements, developing an RFP for publication and managing a rigorous vendor evaluation which led to vendor selection
- Pennsylvania Emergency Management Agency (PEMA)—NG911 support and management information system procurement
- Pennsylvania Turnpike Commission—Project manager for public safety radio system RFP
- Northwest Central Dispatch, IL—Project manager for CAD/mobile data/law records management system (RMS)/fire RMS procurement, including RFP development, facilitation of vendor selection, contract negotiations and implementation oversight
- Tri-Com Central Dispatch, IL—Project manager for a CAD/mobile data system technology assessment and strategic technology plan, including business needs assessment, RFP development and contract negotiations

City/County Experience

- Philadelphia, PA—
  - CAD/mobile data systems RFI development, to include functional specifications, use-case demonstrations facilitation, vendor selection and contract negotiations
  - Fire RMS and personnel accountability system RFP development
- Atlanta, GA—RMS implementation consultant
- Chicago, IL—CAD/mobile data systems RFP development, vendor evaluation, facilitation of use-case demonstrations and support of contract negotiations
- Frederick County, MD—CAD, mobile data system, law RMS, Fire RMS and jail management system (JMS) systems upgrade, to include assessment, RFP development, vendor negotiation and implementation of public safety software replacement project
- Adams County Communications Center (ADCOM911), CO—PSAP assessment of technology, staffing, facility and operations
- Hamilton County, OH—Communications center efficiency study and funding analysis
- Richmond, VA—PSAP assessment and strategic plan
- Orange County, VA—Emergency communications consolidation feasibility study
- Adams County, PA—Project manager for 800 MHz public safety radio system project, negotiating separate contracts with radio, microwave and tower site vendors and providing implementation oversight of 19 radio tower sites
- Montgomery County, PA—Lead RMS SME for law enforcement RMS procurement project



Industry Experience

37 years

Education

Pennsylvania State Police Academy

B.S., Criminal Justice, University of Scranton, Pennsylvania

Certifications

Project Management Professional (PMP)

Associations

Project Management Institute (PMI)

National Emergency Number Association (NENA)

Association of Public-Safety Communications Officials (APCO)

Richard B. Harrison, ENP

Senior Technology Specialist, Mission Critical Partners

Rick brings extensive telecommunications experience in the public safety sector. His accomplishments include managing large, complex projects and programs, such as developing a CAD system that resulted in a national product; initiating a text-to-911 program; and implementing a P25 radio system. Rick also has a 30-year career and background in the fire/EMS service as a former fire chief and EMS provider. He serves as a technology, CAD and records management system (RMS) SME.



Representative Experience

State/Regional Experience

- Pennsylvania Emergency Management Agency (PEMA)—Data gathering and reporting for statewide PSAP assessment
- PEMA—NG911 consulting
- Illinois—NG911 feasibility study
- Northern Virginia Emergency Response System (NVERS)—Fire and EMS assessment
- National Highway Traffic Safety Administration (NHTSA)—CAD2CAD assessment

City/County Experience

- Atlanta, GA—CAD procurement for police and fire
- Philadelphia, PA—CAD procurement for police and fire
- Montgomery County, PA—Technology project management for law enforcement records management system (RMS)
- Hillsborough County, FL—Fire and Rescue Department CAD procurement
- Charles County, MD—Fire and EMS assessment
- Harford County MD—EMS organizational analysis
- Durham, NC—Police department headquarters complex relocation
- Hamilton County, OH—Communications center assessment
- Orange County, VA—Emergency communications consolidation assessment
- Richmond, VA—PSAP assessment and strategic plan development
- Centerville, OH—CAD/RMS procurement
- Orange County, CA—PSAP assessment
- San Bernardino, CA—EMS optimization analysis
- Cobb County, GA—Technology assessment and strategic plan
- El Paso-Teller County 9-1-1 Authority, CO—Regional CAD solution

Additional Experience

- Lancaster County, PA—Countywide communications
  - Served as operations manager, primary supervisor, and assistant supervisor dispatcher for police, fire and EMS
  - Assisted in the development of three different CAD systems
  - Planned and oversaw PSAP relocation and renovation of 911 Center
  - Managed PSAP daily operations and development of policy and procedure
  - Developed field communications vehicle and subsequent policies for response
  - Supported P25 radio system project from the development of infrastructure to subscriber equipment to code plug development

Industry Experience

43 years

Certifications

CJIS Level 4 Security Awareness Certification

Emergency Number Professional (ENP)

Certified Pennsylvania 911 Supervisor

Emergency Management Certification

Associations

National Emergency Number Association (NENA)

Association of Public-Safety Communications Officials (APCO)

Board Member Lancaster County Fire Chiefs—Present Treasurer

Lancaster City-County Crime Stoppers

W. Michael Williams

Project Manager, Mission Critical Partners

Mike is an experienced project manager with a diverse background in law enforcement and public safety. His skills include information and communication technology as well as command responsibility. Mike retired in 2016 after a 29-year career with the Pennsylvania State Police (PSP); at the time, he held the rank of Captain and was the Director of the Radio and Information Services Division, responsible for the Commonwealth Law Enforcement Network (CLEAN), mobile computer systems, records management system (RMS), CAD system and legacy VHF radio system. Mike brings his project management and critical communications expertise to bear to achieve success for MCP's clients.

Representative Experience

City/County Experience

- Philadelphia, PA—Project manager for a CAD procurement and implementation
- Beaver and Washington counties, PA—Project manager of a CAD upgrade negotiation and implementation
- St. Mary's County, MD—Project manager for a CAD and RMS procurement and implementation
- Frederick County, MD—Subject-matter expert for a CAD, RMS and jail management system (JMS) procurement
- Northwest Central Dispatch, Chicago, IL—Subject-matter expert for RMS testing and implementation

Radio and Information Services Experience

- Project lead for the agency's RMS implementation
  - Prepared solicitation documents to select and procure an RMS
  - Selected personnel to configure CAD, mobile data terminal, mobile report entry and RMS
  - Coordinated processes to meet the agency's business needs
  - Identified and addressed technology, training, implementation and policy issues
- 2015 visit of Pope Francis to Philadelphia
  - Coordinated with the U.S. Secret Service on PSP technology and communications equipment at the multi-agency communication center
  - Established interoperable radio communication capabilities during the event
  - Assisted New Jersey Department of Homeland Security to deploy band class 14 long-term evolution (LTE) network (FirstNet) into the center city areas
- Interim State Point of Contact for Pennsylvania FirstNet team—Oversight of the team and consultants; interactions with the federal FirstNet project team; review and approval of responses to FirstNet public notices
- Support in the development of agency continuity of operations plan

Additional Experience

- Performed statewide refresh of nearly 1,500 mobile office computers
- Prepared and updated regulations and standard operating procedures
- Planned, implemented and managed projects, including Traffic and Crime Software (TraCS), automated license plate reader, mobile video recorder refresh and rollback of dispatch centers



Industry Experience

34 years

Education

B.S., Administration of Justice, The Pennsylvania State University

Certifications

Northwestern University, School of Police Staff and Command

National Incident-Based Reporting System (NIBRS):
Level I-Classification
Level II-Scoring and Reporting

Emergency Medical Technician (EMT# 26007)

National Incident Management System (NIMS) (ICS 100/200/300/400/500/700/800)

Associations

National Emergency Number Association (NENA)

Project Management Institute (PMI)

Pennsylvania State Troopers Association

Troy Sherwin, ENP

Technology Specialist, Mission Critical Partners

Troy is a former law enforcement professional with more than three decades of experience in public safety. During that time, he served 27 years with the Pennsylvania State Police (PSP), in field operations and as lead SME/project manager for several statewide law enforcement technology initiatives. Troy progressed through the ranks of PSP to a niche in public safety software systems, then joined a public safety software company after leaving PSP. His career includes experience in team leadership, business process analysis, project management, technology acquisition and software configuration and deployment. Troy is now a technical SME on public safety projects including software systems procurements. Troy is passionate about leveraging his broad knowledge of public safety technology to better serve clients within emergency communications and field operations.

In addition, Troy works as a technology specialist on MCP's Public Safety Applications Team to assist agencies in the assessment, procurement and implementation of their public safety applications systems.

Representative Experience

State/Regional Experience

- Missouri State Highway Patrol—Performed upgrade of CAD and mobile data system (MDS)

City/County Experience

- Carson City, NV—Performed a systems upgrade for CAD, MDS, law records management system (RMS) and jail management system (JMS)
- Talbot County, MD—Conducted an upgrade for CAD and MDS
- Seminole Indian Tribe, FL—Conducted a system upgrade of CAD, MDS, law RMS and asset management
- Coweta County, GA—Performed a system upgrade of CAD, MDS, law RMS and JMS

Additional Experience

- Special Projects Manager for TraCS
  - Served as RMS SME for the development team
  - Handled the entire range of project management duties for all special projects
  - Developed, implemented and performed quality assurance for the following functionality for the State of Iowa
    - National Incident-Based Reporting System (NIBRS)
    - Drug recognition expert data collection form and submission to the National Highway Traffic Safety Administration (NHTSA)
- Pennsylvania State Police Project Lead and Implementation Manager
  - Served as the enlisted project lead for PSP's implementation of a department-wide law RMS, including CAD, mobile report entry (MRE) and MDS software
  - Worked with wireless data communications, public safety 800 MHz radio and commercial 3G/LTE, to transmit data to/from PSP mobile computers
  - Spearheaded PSP's implementation of TraCS



Industry Experience

34 years

Education

Pennsylvania State Police Academy

Certifications

Emergency Number Professional (ENP)

Six Sigma - White Belt

TraCS Software Development Kit Workshop

Associations

Retired State Police Association of Pennsylvania

NENA

Pricing

Professional services outlined in the scope of work (Phase 1 through Phase 3) will be provided for a **not-to-exceed fee of $140,546.91**. The fee is inclusive of labor and expenses. Optional Phase 4 and Phase 5 are not included.

Mission Critical Partners proposes to deliver services on a per-hour basis based on the Houston Galveston Area Council (H-GAC) Purchase Contract #HP08-21, with expenses defined at actual cost.

Phase	Fee
Phase 1: Operational and Functional Needs Analysis and Requirements Outline	$42,872.45
Phase 2: Specification Writing/RFP Development	$54,135.00
Phase 3: System Procurement Process	$43,539.46
Total	**$140,546.91**

At the close of each month, MCP shall submit a properly executed invoice showing services rendered for that month. Each statement shall include labor and expenses for authorized activities based on the approved scope of work. Reimbursable expenses on this project will be invoiced at the cost incurred. Invoices shall be reviewed and paid within 30 days of receipt.

Any additional services will be performed at MCP's then-current fee schedule. Before initiating any such additional work, MCP would require a formal letter of authorization from Williamson County.

Based on the current MCP understanding of what is to be accomplished, the pricing identified above represents an estimate of the work anticipated for project success. MCP's priority is for this project to be successful for Williamson County.

Pricing Assumptions

- We stand ready to assist the County by offering these unique services that complement the day-to-day duties of your staff. After 120 days from the submittal date, MCP reserves the right to revisit pricing and scope with the County to address any potential changes that may have occurred since the submittal that could impact delivery.
- To be more responsive to the County's needs, MCP respectfully reserves the right to move professional fees and expenses between tasks, as needed, to complete the scope of work, as long as the total amount billed to the County does not exceed the contract amount.
- MCP assumes a single RFP will be issued for both the IVC and BWC.
- MCP has budgeted one resource to be on-site for vendor use-case demonstrations for a total of two days.

Phase 1: Operational and Functional Needs Analysis and Requirements Outline			
Resource Name	**Rate**	**Hours**	**Labor Total**
Rick Harrison	$218	40	$8,720.00
Bob Scott	$237	46	$10,902.00
Troy Sherwin	$204	52	$10,608.00
Mike Williams	$198	32	$6,336.00
Jack Dougherty	$224	4	$896.00
Subtotal Labor			**$37,462**
Subtotal Expenses			**$5,410.45**
Phase 1 Total			**$42,872.45**
Phase 2: Specification Writing/RFP Development			
Resource Name	**Rate**	**Hours**	**Labor Total**
Rick Harrison	$218	25	$5,450.00
Bob Scott	$237	85	$20,145.00
Troy Sherwin	$204	85	$17,340.00
Jack Dougherty	$224	50	$11,200.00
Subtotal Labor			**$54,135.00**
Subtotal Expenses			**$0**
Phase 2 Total			$54,135.00
Phase 3: System Procurement Process			
Resource Name	**Rate**	**Hours**	**Labor Total**
Rick Harrison	$218	20	$4,360.00
Bob Scott	$237	58	$13,746.00
Troy Sherwin	$204	56	$11,424.00
Jack Dougherty	$224	58	$12,992.00
Subtotal Labor			**$42,522.00**
Subtotal Expenses			**$1,017.46**
Phase 3 Total			**$43,539.46**
TOTAL			**$140,546.91**

MISSION CRITICAL PARTNERS

H-GAC All Hazards Preparedness, Planning, Consulting & Recovery Services
Contract No. HP08-21

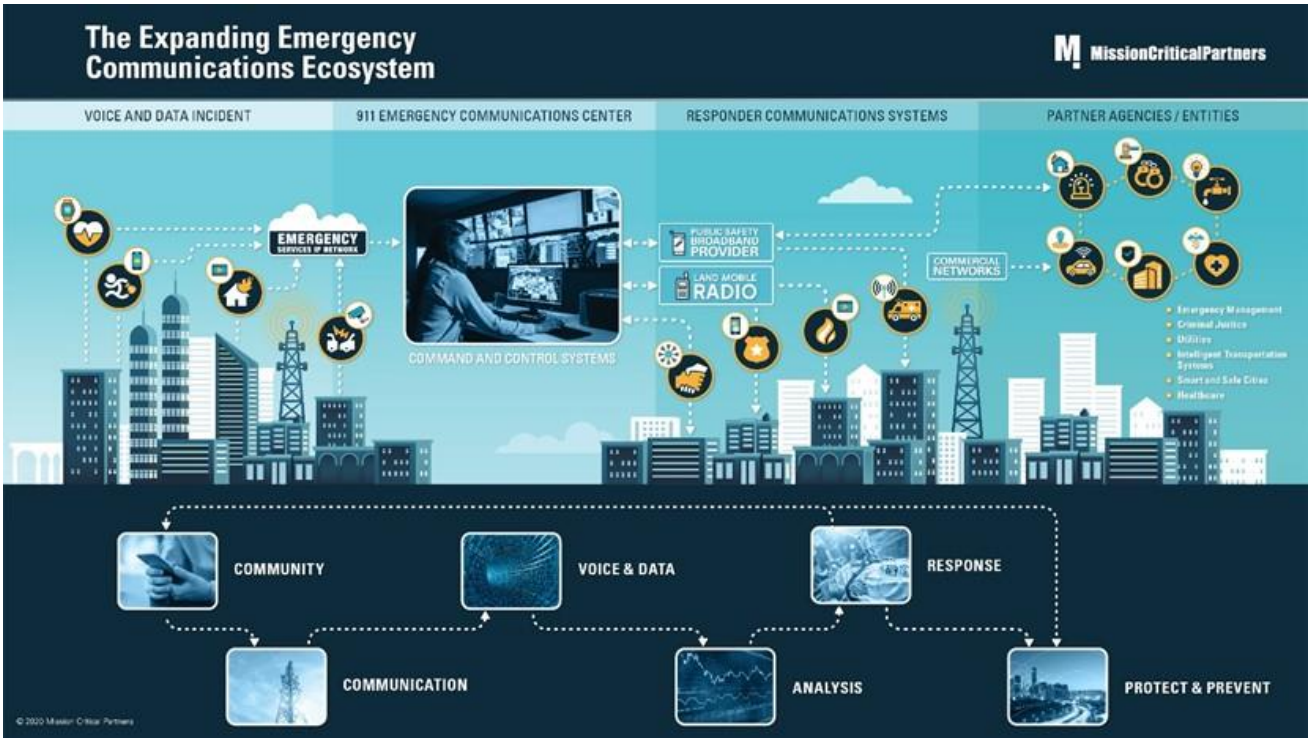
Title	Labor Rate Per Hour
Support Specialist I	$63.00
Support Specialist II	$105.00
Operations Specialist I	$204.00
Operations Specialist II	$218.00
Planner	$178.00
Communications Specialist	$160.00
Technology Specialist I	$191.00
Technology Specialist II	$204.00
Project Manager	$198.00
Senior Technology Specialist	$218.00
Senior Project Manager	$224.00
Program Manager	$237.00
Forensics Analyst	$244.00
Senior Program Manager	$264.00
Principal	$224.00

Appendix A: The Public Safety Ecosystem and MCP Service Offerings

Since 911's inception in 1968, public safety officials have continued to leverage technology advancements to make emergency response even more efficient and effective. The counterbalance is these advancements occurred in distinct silos that developed within the emergency communications ecosystem (enhanced 911 service, digital land mobile radio networks, and computer-aided dispatch systems).

Today, we stand on the precipice of another technology transformation like the advent of 911 service. As public safety moves through this transformation over the next several years and beyond, it is critical that the agencies begin thinking of the ecosystem as a holistic network, i.e., a network of networks.

The new public safety ecosystem will interconnect on many levels to enable the smooth flow of critical and relevant data to provide emergency responders with the best information to perform their duties.



MCP can provide the public safety, criminal justice, data integration, network, and information technology services required to help agencies start thinking of the ecosystem as a single entity, taking into consideration how each piece will interconnect and interact with the others. With MCP's support, agencies will transition from siloed communication environments to realizing significant improvements in emergency-response outcomes.

MissionCriticalPartners

Service Offerings

MCP specializes in transforming mission-critical networks and operations into integrated ecosystems that improve outcomes in the public safety, courts and corrections, healthcare, transportation, and utility markets.

Consulting

Consultive & Advisory Solutions

Network and 911 Services

Specialties: Next Generation 911, Emergency Services IP Networks, text-to-911, call-handling equipment, cloud applications

- Assessments, procurement and implementation
- Program and project management
- Geographic information systems planning, design, implementation and administrative services

Wireless Communications Services

Specialties: land mobile radio, broadband, microwave alert and warning systems, fire station alerting systems, FirstNet, bidirectional amplifiers

- Master planning
- Project management
- Technical and operational needs assessments and design
- System procurement and negotiations
- Implementation and construction management
- Testing and validation

Operations and Facilities Services

Specialties: computer-aided dispatch, records management, mobile data systems, mission-critical facilities

- Facility planning and construction
- Consolidation and shared services
- Strategic and operations consulting
- Training and professional development
- Technology procurement and implementation
- Continuity of operations planning
- Recruiting and hiring support

Justice, Management, and Technology Services

Specialties: integrated justice, courts, case management, corrections, repositories, and biometric identification systems

- Assessments and data collection
- Strategic planning and governance support
- Business process transformation and systems architecture design
- Financial planning
- Information systems acquisition and procurement
- Implementation and change management support

Cybersecurity & IT

SecureHalo™

Family of Cybersecurity and IT Solutions

- IT and managed security solutions
- Third-party compliance
- Mission-Critical **NetInform®** security and network assessments
- Mission-Critical **NetPulse®** security and network monitoring
- Security training and awareness
- Virtual chief information security officer solutions

Data & Application Integration

DataHalo™

Family of Data Solutions

- **DataLink™** interface solution: business process mapping and design
- **DataSphere™** integration solution: planning, governance and architecture of data-sharing initiatives
- **DataScape™** analytics solution: powered by machine learning and artificial intelligence
- Alternatives to traditional data migration
- Database management
- Software and application development

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:
2025-1317395

Date Filed:
05/30/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Mission Critical Partners, LLC
Port Matilda, 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.
2025254
Mission Critical Video/BWC Procurement support

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
MCP Acquisition Corporation	Port Matilda, PA United States	X	
Reilly, Darrin	Austin, TX United States		X

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

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

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

Executed in Centre County, State of Pennsylvania, on the 30th day of May (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:
2025-1317395

Date Filed:
05/30/2025

Date Acknowledged:
06/24/2025

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

Mission Critical Partners, LLC
Port Matilda, 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.

2025254
Mission Critical Video/BWC Procurement support

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
MCP Acquisition Corporation	Port Matilda, PA United States	X	
Reilly, Darrin	Austin, TX United States		X

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

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

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

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

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

Commissioners Court - Regular Session **46.**

Meeting Date: 07/01/2025

Approval of Renewal #1 of contract #24RFP32 with Aramark Correctional Services to provide food services for the Juvenile Justice Center

Submitted For: Joy Simonton **Submitted By:** Theresa Gross, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing renewal #1 and amendment #1 of contract #24RFP32 for Food Services for Juvenile Services with Aramark Correctional Services, for the same terms and conditions as the existing contract for the term beginning July 1, 2025, to June 30, 2026, and authoring execution of the documents.

Background

This is Renewal #1 for food services for the Williamson County Juvenile Justice Center with Aramark Correctional Services beginning July 1, 2025, through June 30, 2026. The Juvenile Justice Center has confirmed the vendor met all the County requirements for this contract and requests renewal. The vendor is publicly traded, therefore, Texas Ethic Commission Form 1295 is not required. Funding source: 01.0100.0576.003306. Department contact is Denise Carlson.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Renewal 1

Amendment

Contract

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	06/26/2025 08:22 AM
County Judge Exec Asst.	Andrea Schiele	06/26/2025 09:51 AM
Form Started By: Theresa Gross		Started On: 06/23/2025 12:04 PM
Final Approval Date: 06/26/2025		

Docusign Envelope ID: FA21CC11-8644-453C-8DB1-3173E80E5EFE

Summary Agreement for Renewal of Williamson County Contract
Price Amendment

Contract Number:	24RFP32	**Department:**	Juvenile Services
Vendor Name:	Aramark		
Purpose/Intended Use of Product or Service (summary):			
Provide food services at the Williamson County Juvenile Justice Center			
Type of Contract:	RFP	**Start Date:**	7.1.2025
Purchasing Contact:	Theresa Gross	**End Date:**	6.30.2026
Department Contact:	Denise Carlson		

- **Williamson County wishes to extend this bid/proposal with a price increase (as detailed in the attached spreadsheet) but with the same terms and conditions as the existing contract.**
- PLEASE INCLUDE THE FOLLOWING:
  - RENEWED INSURANCE CERTIFICATE IF IT WAS REQUIRED IN BID/PROPOSAL.

Renewal Option Period 2
Renewal Option Period 1 July 1, 2025 – June 30, 2026
Initial Contract Period July 1, 2024 – June 30, 2025

BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET FORTH AS STATED ABOVE

Vendor Aramark Correctional Services

Name Stephen Yarsinsky

Title Finance Vice President

Signature DocuSigned by: Stephen Yarsinsky 8DD54D02B0CD4AA...

Date 6/19/2025

Williamson County, 710 Main St., Georgetown, TX 78626

Williamson County Authorized Signature

Signature _____

Date _____

Docusign Envelope ID: 3DE38293-E900-481A-9209-D89501C69211

Amendment No. 1 to Operating Agreement –
Food Services for Williamson County Juvenile Services

THIS AMENDMENT NO. 1 (the "Amendment") is entered into effective July 1, 2025 by and between the **County of Williamson, Texas** ("County"), and **Aramark Correctional Services, LLC**, ("Aramark") a Delaware limited liability company, having its principal place of business located at the 2400 Market Street, Philadelphia, PA 19103 ("Aramark").

WHEREAS, on July 1, 2024, the parties entered into an Operating Agreement for the management of the food services operation at the Williamson County Juvenile Justice Center located at 200 Wilco Way, Georgetown, TX 78626 (as amended, the "Agreement");

WHEREAS, the parties desire to extend the term of the agreement;

WHEREAS, the parties acknowledge the need to address the volatility in the cost of food commodities; and

WHEREAS, the parties desire to amend the provisions of the Agreement as follows, effective July 1, 2025.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set forth below. Capitalized terms used but not defined in this Amendment have the meanings ascribed to such terms in the Agreement.

1. **Term:** In accordance with Paragraph 6 of the Agreement, the term shall be renewed for a one-year period, effective from July 1, 2025 through June 30, 2026.

2. **Price Per Meal:** In accordance with Paragraph 3.B. of the Agreement, the parties agree that the price per meal charged to County by Aramark shall be changed as set forth on Attachment A as a result of changes in the Consumer Price Index. These prices shall be effective from July 1, 2025 through June 30, 2026.

3. **Effect of Amendment:** Except as specifically set forth herein, all other terms and provisions of the Agreement shall remain unaffected by this Amendment and shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to be signed by their duly authorized representatives the day and year first written above.

Aramark Correctional Services, LLC

DocuSigned by:
By: Stephen Yarsinsky
8DD54D02B0CD4AA...
Stephen Yarsinsky
Vice President, Finance
Date:

County of Williamson
State of Texas

By: _____

Date:

Docusign Envelope ID: 3DE38293-E900-481A-9209-D89501C69211

Attachment A
Williamson County Juvenile Justice Center, Texas
Effective July 1, 2025 through June 30, 2026

Price Per Meal

Breakfast	$4.70
Lunch	$4.70
Dinner	$4.70
Snack	$3.15
Incentive Meals:	
Double Angus w/ Tots	$5.17
Buffalo Sandwich w/ Tots	$3.94
Southwest Chicken Sandwich w/ Tots	$3.99
Incentive Bags	$6.24

Reviewed by General Counsel's Office
Jennifer Miller
General Counsel, Commissioners Court
Date: Jun 23 2025 Time: 11:04 am

Reviewed by Contract Audit
SARA GREER, CGAP
Contract Auditor
Williamson County Auditor's Office
Date: Jun 23 2025 Time: 11:57 am

DocuSign Envelope ID: 9E9A17CE-6E8C-4AB2-B05C-D2D52989C67A

OPERATING AGREEMENT
FOOD SERVICE FOR WILLIAMSON COUNTY JUVENILE SERVICES

This **OPERATING AGREEMENT** (the "Agreement") is made as of July 1, 2024 (the "Effective Date") by and between the **County of Williamson**, Texas with offices at 710 S. Main Street, Suite 101, Georgetown, TX 78626 (the "County"), and **Aramark Correctional Services, LLC**, a Delaware limited liability company, having a place of business at 2400 Market Street, Philadelphia, Pennsylvania 19103 ("Aramark").

W I T N E S S E T H:

1. GRANT: The County hereby grants to Aramark the exclusive right to provide food service (excluding vending machine operation) for the County's inmates, staff and visitors at the Williamson County Juvenile Justice Center located at 200 Wilco Way, Georgetown, TX 78626 (the "Facility"). Aramark hereby agrees to furnish nutritious, wholesome, and palatable food to such inmates, staff, and visitors in accordance with this Agreement. The food service shall meet all current standards as established by:

A. The American Correctional Association.

B. The Food and Nutritional Board of the National Academy of Sciences as prescribed for inmates.

C. The State of Texas.

2. OPERATIONAL RESPONSIBILITIES:

A. Facilities And Equipment: The County shall, at its expense, provide Aramark with adequate preparation kitchen, office, and storage facilities at the Facility, completely equipped and ready to operate, together with such heat, refrigeration, and utilities services (including telephone and internet service) as may be reasonably required for the efficient performance of the Agreement.

The County shall furnish building maintenance services for the Facility and shall provide preventive maintenance and equipment repairs and replacements for the County-owned equipment. The County shall furnish and maintain an adequate inventory of serviceware, thermal tray and delivery equipment, pots, pans, beverage containers and utensils at the Facility.

Should the County fail to provide the equipment, repair, maintenance and replacement services or supplies described in this Section, after notice from Aramark to do so, Aramark may, in its discretion and at its option, choose to provide, and bill the County for, such equipment, repair, maintenance and replacement services or supplies. In that event, the County shall pay for such equipment, repair, maintenance, and replacement services or supplies at the

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prices billed by Aramark, excluding any sales tax. Such prices shall be competitive with the cost of obtaining such products or services from an independent source in the open market.

B. Emergency Plan: Aramark shall submit a contingency emergency plan to provide for meal service in the event of a Force Majeure (hereinafter defined) within 60 days after the commencement of operations. In the event of a Force Majeure, the County shall assist Aramark by permitting reasonable variations in Aramark's menu cycle and service methods. However, Aramark shall not be relieved of its responsibility to provide meal service under the terms of this Agreement. Additional costs, if any, incurred in providing service in the event of a Force Majeure shall be borne by the County. The term "Force Majeure" means any war, riot or other disorder, strike or other work stoppage, act of terrorism, fire, flood, or any other act not within the control of the party whose performance is interfered with, and which, by reasonable diligence, such party is unable to prevent.

C. Meal Delivery: Facility personnel shall receive meals at the County kitchen, shall transport such meals to appropriate areas, and shall return all trays and delivery equipment to Aramark at the County kitchen, in a timely manner.

D. Food Products And Cleaning Supplies: Aramark shall purchase and pay for all food products and kitchen cleaning supplies. Products purchased for use in the food service operation shall be the property of Aramark. The County shall be responsible for providing maintenance supplies and for maintaining County-owned kitchen appliances and equipment at the County's expense.

Aramark shall purchase all food products from USDA inspected plants that are approved as strictly complying with food safety standards. All food products purchased have a manufacturer's and distributor's assurance of safe handling. Food products are reviewed and approved by Aramark's registered dietitians to ensure that the food products meet inmate acceptability and nutritional standards.

E. Portion Size Requirements: All entrée portions listed on the menu that are purchased fully cooked, within the manufacturer's tolerance specifications, are based on weight measurements prior to reheating. Casserole portions and entrée portions made from scratch are based upon weight measurements after the food has been cooked according to standardized recipes.

F. Menu: The menu served at the Facility may be modified in any way by mutual agreement of the parties.

G. Sanitation: Aramark shall be responsible for daily cleaning and housekeeping in the food preparation, service, receiving and storage areas, and shall, on a continuing basis, maintain high standards for sanitation. The County shall provide janitorial services outside the kitchen facilities provided to Aramark. The County shall clean the vents and ductwork leading to

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the roof from food preparation areas. The County shall be responsible for extermination services and the removal of trash and garbage from the designated food service area.

H. Personnel: Aramark shall provide on-site management and supervisory personnel, and from its regional and headquarters locations, administrative, dietetic, purchasing, equipment consulting and personnel advice and supervision. The County shall provide inmate workers at the Facility kitchen. The number of inmates required shall be determined by the County liaison and Aramark's district manager prior to the commencement of operations. Such inmates shall be assigned duties in the food service operation that may include sanitation, food preparation and production, and storeroom functions.

The County acknowledges that Aramark has invested considerable amounts of time and money in training its management and supervisory employees in systems, procedures, methods, forms, reports, formulas, computer programs, recipes, menus, plans, techniques, and other valuable information which is proprietary and unique to Aramark's manner of conducting its business and that such information is available, on a confidential basis, to Aramark's management and supervisory employees. Therefore, the County agrees that management and supervisory employees of Aramark shall not be directly solicited for employment by the County for the term of this Agreement and twelve (12) months thereafter (unless such employees were formerly employees of the County). For the purpose of this prohibition, "management and supervisory employees" shall be defined as those persons who have directly or indirectly performed management or professional services on the County's premises at any time during the twelve (12) month period immediately preceding termination of this Agreement.

In addition, the County agrees that if it violates the conditions set forth in the immediately preceding paragraph, then the County shall pay to Aramark, and Aramark shall accept as liquidated damages and not as a penalty for such breach, an amount equal to two times the annual salary of each Aramark management or supervisory employee hired by direct solicitation by the County in violation of the terms of this Agreement.

The County retains the right to thoroughly investigate any current or prospective employees assigned to the Facility, subject to applicable Federal, state, and local laws and regulations, including but not limited to, the Federal Polygraph Protection Act, as amended.

I. Equal Employment Opportunity: Aramark and the County mutually agree that they shall not discriminate against any employee or applicant for employment or on any matter directly or indirectly related to employment, because of race, color, religion, sex, sexual preference, national origin, physical or mental handicap where not relevant to the job, height, weight, age, marital status, or other criteria made illegal by state or federal law or the County policy. In addition, Aramark agrees to take affirmative steps to ensure that applicants are employed, and that employees are treated, during employment, without regard to the criteria listed above.

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J. Insurance and Indemnification: Aramark shall provide and maintain the following insurance coverage:

Worker's Compensation insurance as required by law.

Comprehensive General (Public) Liability to include (but not be limited to) the following: Premises/operation; independent contractors; bodily injury; products/completed operation; contractual liability with a combined single limit for bodily injury and property damage of $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate. Aramark may satisfy these requirements through a combination of primary and excess coverage.

Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of $500,000.00 per occurrence and $1,000,000.00 in the aggregate.

Damages to Rented Premises coverage in the minimum amount of $100,000.00.

Medical Expenses coverage in the minimum amount of $5,000.00.

Aramark agrees to defend, indemnify, and hold harmless the County, its officers, employees, agents and servants for all third-party personal injuries caused by the negligence or a wrongful act of Aramark in its performance of the services defined in this Agreement (with counsel of the County's choosing), and to pay all claims, damages, judgments, legal costs, adjuster fees, and attorney fees related thereto. However, it is expressly understood that Aramark shall not be responsible for damages, injuries, losses, or claims caused by inmates or the County, its officers, employees, agents, servants, or other independent contractors. Neither any of the County's officers, employees, agents, servants, or contractors, nor any inmates, are or will be deemed to be agents or employees of Aramark and no liability is or will be incurred by Aramark to such persons, except for bodily injury to such persons caused by Aramark's negligence. To the extent permitted by law, the County agrees to defend, indemnify, and hold Aramark harmless from any liability claim by or through such persons against Aramark. Each party shall promptly notify the other of any claim for which indemnity is sought, and shall cooperate with the other party in the defense of such claim.

Any insurance coverage (additional insured or otherwise) that Aramark provides for the County, its officers, employees, agents, and servants shall only cover liability assumed by Aramark in this Agreement; such insurance coverage shall not cover liability in connection with or arising out of the wrongful or negligent acts or omissions of the County or its officers, employees, agents, and servants.

K. Hazardous Substances; Pre-Existing Conditions. Aramark has no duty to investigate, detect, prevent, handle, encapsulate, remove, or dispose of, and will have no responsibility to the County or others for any exposure of persons or property to, asbestos, lead,

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fuel storage tanks or contents, indoor air pollutants or contaminants, poor air quality, or hazardous, toxic, or regulated waste substances, mold, fungi, mildew, pollutants, or contaminants (collectively, the "Hazardous Substances") at the Facility or the surrounding premises. The County will comply with all applicable federal, state, and local laws and regulations, which have been or will be enacted during the term of this Agreement, regarding such Hazardous Substances on the County's premises. The County will inform Aramark of the presence of such Hazardous Substances and acknowledges that Aramark employees will not be required to work in any location where they could be exposed to such Hazardous Substances. Aramark has advised the County that it does not provide or assume any responsibility to monitor or remediate mold, fungi, mildew, indoor air quality or any similar conditions, and that all determinations and corrective actions regarding mold, fungi, mildew, indoor air quality and any similar conditions shall be made by the County or a third party retained by the County. In no case will any Aramark employee act in the capacity of a "Designated Person" (within the meaning of the Asbestos Hazard Emergency Response Act, "AHERA"), which duties remain solely with the County.

Aramark will not be responsible for any conditions that existed in, on, or upon the Facility before the commencement date of this Agreement ("Pre-Existing Conditions"), including, without limitation, environmental impairments, and other conditions. The County shall indemnify and hold harmless Aramark, its subsidiaries and affiliated companies, and their respective directors, officers and employees, against any liability related to, or arising out of, any defective condition or the presence of Hazardous Substances or Pre-Existing Conditions on or at the Facility or the surrounding premises, or the claimed or actual release or threatened release or disposal of Hazardous Substances from or at the Facility, to the extent not caused by the willful misconduct or grossly negligent acts or omissions of Aramark, its employees or subcontractors, including, without limitation, fines, penalties, clean-up costs, or costs of other environmental remediation measures.

L. Damages: Aramark's liability hereunder shall not under any circumstances exceed the actual proceeds of insurance (not to exceed the maximum limits of insurance required by Section 2.J.), less any applicable deductible. In no event will either party be liable to the other party for any loss of business, business interruption, consequential, special, indirect, or punitive damages.

M. Compliance With Laws: Each party hereto shall comply with all statutes, lawful ordinances, regulations and requirements, federal, state, and local applicable to their activities hereunder. The County shall provide reasonable and adequate physical security at all times for Aramark employees, suppliers, management and other authorized visitors.

N. License, Fees, Permits, And Taxes: Aramark shall secure and pay for all federal, state and local licenses, permits and fees required for the food service operation. The County represents and warrants that it is a tax-exempt entity and, further, agrees to provide evidence of its tax-exempt status to Aramark upon request. The County further agrees to notify Aramark promptly in the event of a change in its tax-exempt status. It is expressly understood

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that the County is neither liable for any taxes, charges, or fees assessed against Aramark for the supplies or products provided or any services rendered.

3. FINANCIAL AND ACCOUNTING ARRANGEMENTS:

A. Meal Service and Prices: Aramark shall provide meals to the County's inmates, staff, and visitors at the per meal prices set forth in Attachment A. Aramark will provide, at no additional cost, a lacto-ovo vegetarian and/or vegan diet for all religious requests from the administrative or religious authority. Other religious meals requested by the administration or religious authority, such as prepackaged meals, shall be provided at a price to be mutually agreed in advance. The County shall notify Aramark of the actual number of meals ordered each day at a mutually agreed upon time prior to meal service, and the County shall make additions or deletions to such order within a mutually agreed upon time prior to meal service. When the initial notice of meals ordered is not given timely, Aramark shall prepare and will be paid for the same number of meals as prepared for the previous day.

B. Price Adjustments: The per meal prices stated in this Agreement are firm for the period beginning on the Effective Date and ending on June 30, 2025. Per meal prices for each subsequent 12-month period shall be increased on each anniversary of the Effective Date by an amount to be mutually agreed upon and set forth in an amendment to this Agreement in the form attached hereto as Attachment B; provided, however, that in the event no agreement is reached with respect to such increase, per meal prices shall be increased as further set forth below by the greater of the (a) yearly percentage change in the Consumer Price Index, All Urban Consumers, U.S. City Average, Food Away From Home Index ("CPI-FAH"), published by the U.S. Department of Labor and (b) the yearly percentage change in the Market Basket of Products (as defined below) which approximate the products served at the facilities covered by this Agreement (the "Client Menu"). The period for determining CPI-FAH and Market Basket of Products increases shall be April of the immediately preceding year to April of the then-current year (the "Base Period").

As set forth on the sample client statement attached as Attachment C, a copy of which shall be provided prior to implementing any price adjustments pursuant to this section, the "Market Basket of Products" represents categories or types of products that are generally used in the Client Menu. Such products are classified into the following six categories of food items (each, a "Menu Category"): beverage (composed of juice and non-alcoholic drinks other than milk); baked goods; produce (composed of fruits and vegetables); dairy; meat; and grocery items (composed of the food items in the menu that are not otherwise included in one of the preceding categories). Each Menu Category will be ascribed a percentage (the "Category Weighting") representing the proportion of the Client Menu that such Menu Category approximately represents based on purchasing levels during the Base Period. Each Category Weighting will then be multiplied by the percentage change in the corresponding Bureau of Labor Statistics ("BLS") category compiled by the U.S. Department of Labor and published at www.bls.gov for the Base Period, and the results of each such calculation will be added together to arrive at the

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overall percentage change which will represent the Market Basket of Products. For the avoidance of doubt, the BLS categories to be multiplied by the Category Weightings are (1) Beverage, All Urban Consumers, U.S. City Average; (2) Baked Goods, All Urban Consumers, U.S. City Average; (3) Produce, All Urban Consumers, U.S. City Average; (4) Dairy, All Urban Consumers, U.S. City Average; (5) Meat, All Urban Consumers, U.S. City Average; and (6) Food, All Urban Consumers, U.S. City Average. In the event that there are any changes in the method in which the BLS reports its annual statistics, including any changes or modifications to any of the applicable BLS categories, the parties agree to negotiate a mutually agreeable modification to the appropriate Market Basket of Products category or categories or the methodology described above. If the parties do not agree on such a modification, Aramark shall have the right to terminate the Agreement upon 90 days' prior written notice. The Market Basket of Products is designed to approximate price adjustments with product cost increases at the facility or facilities covered by this Agreement. The Market Basket of Products is an estimate of food costs only and actual costs may vary. While the Menu Categories attempt to approximate the products served at the facility or facilities covered by this Agreement, they may not precisely parallel actual usage or the BLS categories listed above.

Please refer to Attachment C for an example of the Market Basket of Products calculation.

C. Financial Commitment: Aramark shall make a financial commitment to County in an amount up to $10,000 (Ten Thousand Dollars) (the "Financial Commitment). County agrees to invest the Financial Commitment in a steam table at the Facility. Any equipment purchased by Aramark on County's behalf shall be purchased as a "sale-for resale" to the County. County shall hold title to all such equipment (with the exception of those items which bear the name of Aramark, its logo, or any of its logo, service marks or trademarks or any logo, service marks or trademarks of a third party) upon such resale. County acknowledges that it is a tax-exempt entity and will provide Aramark with a copy of the appropriate tax-exempt certificate. The Financial Commitment shall be amortized on a straight-line basis over a period of five (5) years, commencing upon the effective date of this Agreement. Upon expiration or termination of this Agreement by either party for any reason whatsoever prior to the complete amortization of the Financial Commitment, County shall reimburse Aramark for the unamortized balance of the Financial Commitment as of the date of expiration or termination plus all accrued but unbilled interest as of the date of expiration or termination. Such interest shall accrue from the effective date of this Agreement at the Prime Rate plus two percentage points per annum, computed each accounting period on the declining balance. In the event such amounts owing to Aramark are not paid to Aramark within 31 days of expiration or termination, County agrees to pay interest in accordance with Chapter 2251 of the Texas Government Code. The right of Aramark to charge interest for late payment shall not be construed as a waiver of Aramark's right to receive payment of invoices within 31 days of the invoice date. Any portion of the Financial Commitment that is not expended prior to the expiration or earlier termination of the Agreement shall revert to Aramark.

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D. Additional Services: Food, beverage and other services required or desired by the Facility outside the scope of this Agreement (including Fresh Favorites) shall be provided by Aramark upon written authorization by the County at mutually agreed upon prices for such services.

E. Billing: Aramark shall submit to the County on the first day of every week, for the preceding week an invoice for inmate/staff meals ordered or served, whichever is greater, and other goods or services provided by Aramark, if any. The invoice shall reflect the preceding week's food services detailing the greater of the number of meals served or ordered on a daily basis as follows:

1. Inmate meals
2. Staff/visitor meals
3. Any additional food, beverage or other services, as required

Aramark shall provide the County with a comprehensive monthly summary of meals, services, and credits. This summary shall be forwarded to the County Administrator or his designee each month.

F. Manner Of Payment: The County's payment for goods and services shall be governed by the Texas Government Code, Chapter 2251. Payment shall be made by check payable to Aramark Correctional Services, LLC. Such payment shall be sent to the address listed in the invoice. Payments only shall be sent to this address, all other correspondence shall be sent to the address set forth in Section 8 hereof. An invoice shall be deemed overdue the thirty-first (31st) day after the later of the following:

A. The date the County receives the goods under the Contract;
B. The date the performance of the service under the Contract is completed; or
C. 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 (1) percent and the prime rate published in the Wall Street Journal on the first (1st) day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

In the event that an error appears in an invoice submitted by the Aramark, the County shall notify Aramark of the error not later than the twenty-first (21st) day after the date the County receives the invoice. If the error is resolved in favor of Aramark, Aramark shall be entitled to receive interest on the unpaid balance of the invoice submitted by Aramark beginning

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on the date that the payment for the invoice became overdue. If the error is resolved in favor of the County, Aramark 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 the Texas Government Code, Chapter 2251, if the corrected invoice is not paid by the appropriate date.

As a minimum, invoices shall include:

A. Name, address, and telephone number of Aramark and similar information in the event the payment is to be made to a different address.
B. The County Contract, Purchase Order.
C. Identification of items or service as outlined in the Contract.
D. Quantity or quantities, applicable unit prices, total prices, and total amount.
E. Any additional payment information which may be called for by the Contract.
Payment inquiries should be directed to the following address:
Williamson County Auditor's Office, Accounts Payable Department
Email: accountspayable@wilco.org
Phone: 512-943-1500

4. MATERIAL ADVERSE CHANGE: The financial arrangements in this Agreement are based on conditions existing as of the Effective Date including any representations regarding existing and future conditions made by County in connection with the negotiation and execution of this Agreement. If such conditions change due to causes beyond Aramark's control, including, but not limited to, a change in the scope of Aramark's services; menu changes; a decrease in the Facility's inmate population or the availability of inmate labor; efforts to organize labor; increases in food, fuel, equipment, utilities, supply, and labor costs; Federal, State and local sales, and other taxes and other operation costs; a change in Federal, State and local standards, requirements recommendations, and regulations including any applicable Child Nutrition Programs; or other unforeseen external market conditions outside Aramark's control, then Aramark shall give County written notice of such increase or change, and within thirty (30) calendar days after such notice, Aramark and County shall mutually agree upon modification(s) to offset the impact of the increase or change, which modifications may include any or a combination of the following: an adjustment to Aramark's price per meal, modifications to the menu, or modifications to Aramark's scope of services.

5. RIGHT TO AUDIT: Aramark agrees that the County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Aramark which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Aramark agrees that the County shall have access during normal working hours to all necessary Aramark 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 Aramark reasonable advance notice of intended audits.

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6. TERM OF AGREEMENT: The initial term of this Agreement shall commence on July 1, 2024, and shall continue through June 30, 2025. By mutual agreement, this Agreement may be renewed for four (4) additional one-year periods. Thereafter, the County and Aramark may extend this Agreement for additional periods of twelve (12) months each, provided that the services to be provided, and the prices thereof, for the extension period, have been mutually agreed upon by the County and Aramark.

7. TERMINATION:

A. Termination For Convenience: Either party may terminate this Agreement for convenience, at any time during the term or any renewal or extension, upon ninety (90) days' notice to the other party.

B. Termination For Default: Either party may terminate this Agreement upon a breach or default of this Agreement by the other party, which is not cured within thirty (30) days after receipt by the defaulting party of a notice from the non-defaulting party, specifying the nature of such breach or default.

C. Consequences Of Termination: If this Agreement is terminated under any circumstances, the County shall pay Aramark for all inmate and staff meals, and other services, provided by Aramark to and including the date of termination, at the prices and within the payment periods set forth in this Agreement. The County's obligation to pay for meals and services provided shall survive the termination or expiration of this Agreement.

Upon the expiration or any termination of this Agreement, the County agrees, if requested by Aramark, to purchase Aramark's usable inventory of food and supplies. The purchase price for such inventory shall be Aramark's invoice cost.

8. NOTICE: All notices or other communication hereunder shall be deemed to be duly given when made in writing and delivered in person or deposited in the United States mail, postage prepaid, certified mail, return receipt requested and addressed to the party at its respective address first set forth above, or such other address as it may designate, by notice given as aforesaid.

9. CONFLICTS OF INTEREST: Aramark covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with performance of this Agreement and no person having any such interest shall be employed. Aramark shall provide services as an independent contract. In addition, no officer, agent or employee of the County and no member of its governing body shall participate in any decision relating to this Agreement which affects his/her personal interest or any corporation, partnership, association which he/she is directly or indirectly interested or has any personal or pecuniary interest.

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10. CONFIDENTIAL INFORMATION: All financial, statistical, operating and personnel materials and information, including, but not limited to, software, technical manuals, recipes, menus and meal plans, policy and procedure manuals and computer programs relative to or utilized in Aramark's business (collectively, the "Aramark Proprietary Information") are and shall remain confidential and the sole property of Aramark and constitute trade secrets of Aramark. All materials deemed confidential shall be clearly labeled "CONFIDENTIAL." The County shall keep all Aramark Proprietary Information confidential, unless required to disclose by law, and shall use the Aramark Proprietary Information only for the purpose of fulfilling the terms of this Agreement. The County shall not photocopy or otherwise duplicate any materials containing any Aramark Proprietary Information without the prior written consent of Aramark. Upon the expiration or any termination of this Agreement, all materials containing any Aramark Proprietary Information shall be returned to Aramark.

11. ASSIGNMENT: Aramark may not assign this Agreement without the County's prior written consent (not to be unreasonably withheld, conditioned or delayed), except that Aramark may assign this Agreement, in its sole discretion, to any of its affiliates without any consent being required. The term "affiliate" means any corporation, limited liability company or any other person controlling, controlled by or under common control with, Aramark.

12. PRESS RELATIONS: Aramark shall coordinate with the County Sheriff or Facility Administrator on any and all press or media releases.

13. PUBLICITY RIGHTS: Neither Aramark nor County shall disclose the terms of this Agreement to any other person or entity outside its organization other than as required by law. Neither County nor Aramark and its Affiliates shall, without the other Party's consent, use the other Party's name, logo, trademark or otherwise refer to or identify the other Party in any publicity matters relating to the Services. Notwithstanding the foregoing, both Parties and their respective Affiliates may, without prior consent of the other Party, use that Party's name or logo and the existence of this Agreement in connection with earnings calls or similar matters with their respective investors or analysts as well as communications to prospective clients (if applicable).

14. ENTIRE AGREEMENT: 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 (as if copied in full) into this Agreement include the following: (a.) Williamson County RFP #24RFP32, which is incorporated herein as if copied in full; (b.) Aramark Response to RFP #24RFP32, which is incorporated herein as if copied in full; and (c.) Any required insurance certificates evidencing required coverages. In the event of a conflict between documents; the following is the order of control:

1. Agreement
2. Aramark's Response to RFP #24RFP32

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3. Williamson County RFP #24RFP32

15. SEVERABILITY: If any provision hereof or the application thereof to any person or circumstance is held to any extent, to be void, invalid or unenforceable, the remainder of this Agreement, and the application of such provision to other persons or circumstances, shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.

16. WAIVER: The failure of Aramark or the County to exercise any right or remedy available under this Agreement upon the other party's breach of the terms, covenants and conditions of this Agreement or the failure to demand the prompt performance of any obligation under this Agreement shall not be deemed a waiver of such right or remedy; or the requirement of punctual performance; or of any subsequent breach or default on the part of the other party.

17. COUNTERPARTS; PDF AND FACSIMILE SIGNATURES. This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one, and the same, document. Signatures of the Parties may be exchanged by pdf or facsimile, and such pdf or facsimile signature pages shall be deemed originals in all respects. It shall not be necessary in making proof of this Agreement or any counterpart to produce or account for any of the other counterparts.

18. LIABILITY: The Parties expressly agree that nothing in this Agreement adds to or changes the liability limits and immunities for a governmental unit provided by the Texas Tort Claims Act, Civil Practice and Remedies Code, or other law. The Parties expressly agree that, in the execution of this Agreement, the County does not waive, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of its powers or functions or pursuant to the Texas Tort Claims Act or other applicable statutes, laws, rules, or regulations.

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

20. PUBLIC INFORMATION ACT: Aramark understands that the County will comply with the Texas Public Information Act as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this Agreement may be subject to public disclosure pursuant to the Texas Public Information Act.

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21. GOVERNING LAW AND VENUE: The Parties agree that this Agreement and all disputes arising thereunder shall be governed by the laws of the State of Texas, and that exclusive venue for any action arising under this Agreement shall be in Williamson County, Texas.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives as of the day and year first above written.

Aramark Correctional Services, LLC

DocuSigned by:
Stephen Yarsinsky
8DD54D02B0CD4AA...

By:_____

Stephen Yarsinsky
Vice President, Finance

County of Williamson
State of Texas

Bill Gravell Jr.
Bill Gravell (Jul 24, 2024 13:27 CDT)

By:_____

County Judge/Presiding Officer

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Jul 17 2024 Time: 11:09 am

Reviewed by Contract Audit
SARA GREER, CGAP
Contract Auditor
Williamson County Auditor's Office
Date: Jul 17 2024 Time: 10:59 am

DocuSign Envelope ID: 9E9A17CE-6E8C-4AB2-B05C-D2D52989C67A

Attachment A
Williamson County, Texas
Effective July 1, 2024 through June 30, 2025

Price per Meal

Breakfast	$4.52
Lunch	$4.52
Dinner	$4.52
Snack	$3.03
Incentive Meals:	
Double Angus w/ Tots	$4.98
Buffalo Sandwich w/ Tots	$3.79
Southwest Chicken Sandwich w/ Tots	$3.84
Incentive Bags	$6.01

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Attachment B

FORM OF AMENDMENT FOR IMPLEMENTING MARKET BASKET INCREASES
Amendment No. __ to Operating Agreement

THIS AMENDMENT NO. __ (the "Amendment"), is entered into this_____ day of _____, 20__ by and between _____, with offices at _____ ("_____"), and **Aramark Correctional Services, LLC**, a Delaware limited liability company, having its principal place of business located at the ARAMARK Tower, 1101 Market Street, Philadelphia PA 19107 ("Aramark").

WHEREAS, _____ and ARAMARK entered into an _____ dated _____ for the management of the food service operation at _____ (as amended, the "Agreement");

WHEREAS, the parties acknowledge the need to address volatility in the cost of food commodities; and

WHEREAS, the parties desire to amend the provisions of the Agreement as follows, effective _____.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set forth below. Capitalized terms used but not defined in this Amendment have the meanings ascribed to such terms in the Agreement.

1. **Price Adjustment:** In accordance with *[Paragraph __ of Amendment No. __ to the Agreement][Paragraph __ of the Agreement]*, the parties agree that the price per meal charged to _____ by ARAMARK shall be changed as set forth on Attachment A as a result of *[changes in the Consumer Price Index][changes in the Market Basket of Products][mutual agreement of the parties]*. This price shall be effective from _____, 20__ through _____, 20__. , and shall supersede in all respects the price per meal set forth in Paragraph [__] of the Agreement or in any other prior agreements between the parties.

2. **Release:** The methodology used to determine the price increase above, including the Category Weighting percentages ascribed to each Menu Category, has been reviewed and accepted by the parties. By their execution of this Amendment, each party hereby waives and releases any and all claims it may have based upon or arising out of any such methodology (including the elements thereof) used to calculate the price per meal as set forth in this Amendment, and further agrees not to bring any action, suit or proceeding challenging such methodology or calculation.

3. Except as specifically set forth herein, all other terms and provisions of the Agreement shall remain unaffected by this Amendment and continue in full force and effect

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. __ to be signed by their duly authorized representatives the day and year first written above.

Aramark Correctional Services, LLC

By: _____
Stephen Yarsinsky
Vice President Finance

[_____]

By: _____

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Attachment C

Sample Client Statement - Market Basket of Products Calculation

[INSERT CLIENT NAME] Exhibit
Sample Market Basket Price Redetermination Statement

(All)			
Market Basket Price Redetermination Statement			
CATEGORY	**Market Basket Weighting**	**August BLS Market Basket CPI Index**	**Weighted CPI %**
Cereals and Bakery Products	10.48%	5.99%	0.63%
Meats, Poultry, Fish and Eggs	20.41%	0.02%	0.00%
Dairy and Related Products	10.40%	0.31%	0.03%
Fruits and Vegetables	13.23%	2.10%	0.28%
Non-Alcoholic Beverages and Beverage Materials	5.41%	5.80%	0.31%
Other Food at Home	40.07%	4.49%	1.80%
TOTAL	100.00%		**3.06%**
August FY 2023 CPI Food Away from Home Index			**6.54%**
Greater of Market Basket to August CPI - Food Away from Home			**6.54%**

Notes

- * This category includes all menu items that are not otherwise included in another Menu Category. ARAMARK applies the BLS CPI Food index to the "Grocery" Menu Category for the calculation. The "Food" index encompasses the items in all Menu Categories in addition to food items not used at the facility or facilities covered by this Agreement.

Agenda Item #39, CC 7.23.2024 Award of RFP #24RFP32 Juvenile Services 2024 Food Services to Aramark LLC for the Juvenile Services Department(Brenda)

Final Audit Report 2024-07-24

Created:	2024-07-22
By:	Andy Portillo (andy.portillo@wilco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAPzmIiNyoV5NKcJbAz_1LORn_vZsQgID4

"Agenda Item #39, CC 7.23.2024 Award of RFP #24RFP32 Juvenile Services 2024 Food Services to Aramark LLC for the Juvenile Services Department(Brenda)" History

Document created by Andy Portillo (andy.portillo@wilco.org)
2024-07-22 - 1:52:44 PM GMT- IP address: 173.219.39.210

Document emailed to Andrea Schiele (aschiele@wilco.org) for delegation
2024-07-22 - 1:53:17 PM GMT

Email viewed by Andrea Schiele (aschiele@wilco.org)
2024-07-22 - 1:58:58 PM GMT- IP address: 66.76.4.65

Document signing delegated to Bill Gravell (bgravell@wilco.org) by Andrea Schiele (aschiele@wilco.org)
2024-07-23 - 5:40:36 PM GMT- IP address: 66.76.4.65

Document emailed to Bill Gravell (bgravell@wilco.org) for signature
2024-07-23 - 5:40:36 PM GMT

Email viewed by Bill Gravell (bgravell@wilco.org)
2024-07-24 - 6:26:53 PM GMT- IP address: 66.76.4.65

Document e-signed by Bill Gravell (bgravell@wilco.org)
Signature Date: 2024-07-24 - 6:27:05 PM GMT - Time Source: server- IP address: 66.76.4.65

Agreement completed.
2024-07-24 - 6:27:05 PM GMT

Powered by Adobe Acrobat Sign

Commissioners Court - Regular Session **47.**

Meeting Date: 07/01/2025

2025 CIP Transfer

Submitted By: Karen Knightstep, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving a 2025 CIP transfer to move $100,000 from P717 (Jail Roof) to P611 (Jester Annex HVAC).

Background

This transfer is necessary to cover construction expenses on P611 (Jester Annex HVAC).

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	06/23/2025 04:22 PM
Form Started By: Karen Knightstep		Started On: 06/23/2025 11:46 AM
Final Approval Date: 06/23/2025		

Commissioners Court - Regular Session **48.**

Meeting Date: 07/01/2025

Award of RFP #25RFP41 for Roofing Repair and Services to Empire Roofing for Facilities Management

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding #25RFP41 Roofing Repair and Services for Facilities to Empire Roofing as the vendor back-up for this Master Service Agreement in the not-to-exceed amount of Five Hundred Thousand Dollars ($500,000.00) and authorize execution of this agreement.

Background

Williamson County sent out Ten Thousand Four Hundred and Forty-One (10,441) notifications with One Hundred and Ten (110) document takers and received Six (6) submittals. After evaluation, Empire Roofing was the second high-scoring vendor and is being recommended as the back-up vendor for these services. It is recommended that Williamson County award this Master Service Agreement to Empire Roofing as the backup vendor. The funding source is 01.0100.0509.004500, the Origination Number is 2293, and the point of contact is Dale Butler.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

MSA Empire Roofing

25RFP41 Score Sheet

Recommendation Letter

1295 Form Empire Roofing

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	06/26/2025 07:16 AM
County Judge Exec Asst.	Andrea Schiele	06/26/2025 09:58 AM
Form Started By: Vickie Johnson		Started On: 06/25/2025 08:22 AM
Final Approval Date: 06/26/2025		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

MASTER SERVICES AGREEMENT WITH EMPIRE ROOFING COMPANIES INC. (25RFP41)

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 **Empire Roofing Companies Inc.** (hereinafter "Service Provider") both of which are referred to herein as the parties. The County agrees to engage Service Provider as an independent contractor, to provide certain services and purchase goods described herein pursuant to the following terms, conditions, and restrictions and in accordance with the responsive documents to the County's Request for Proposal #25RFP41:

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 roofing maintenance, repairs and inspections throughout Williamson County as defined in the **Preventative Maintenance Fee Structure for Annual Inspections Bidding Sheet** marked as **Exhibit "A",** attached hereto. Related services will be outlined in a Statement of Work ("SOW") to be provided by Service Provided upon the direction of the County.

Should the County choose to add services in addition to those described, such additional services shall be described in a separate written amendment to this Agreement 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 Agreement has been signed by both parties.

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

II.

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 Agreement shall be in full force and effect from the date of the last party's execution below and shall continue through June 30, 2027. Unless terminated sooner pursuant to paragraph XXI below, if applicable, at the end of the agreement term, this Agreement shall automatically renew yearly for up to four (4) additional one-year terms 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) within 24 hours of any 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.

VIII.

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.

X.

Indemnification: TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, SERVICE PROVIDER AND ITS AGENTS, PARTNERS, EMPLOYEES, AND CONSULTANTS (COLLECTIVELY "INDEMNITORS") SHALL AND DO AGREE TO INDEMNIFY, PROTECT, DEFEND 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 SERVICES 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 THEREOF 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 OMISSION 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 JEOPARDY 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.

XI.

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.

XII.

Consideration and Compensation: Service Provider will be compensated based on a fixed sum for specific projects as defined in the SOW's and in accordance with the proposed Preventative Maintenance Fee Structure for Annual Inspections Bidding Sheet marked as **Exhibit "A,"** and the Service Provider Hourly Rate sheet marked as **Exhibit "B"** attached hereto. The not-to-exceed amount under this Agreement is **Five Hundred Thousand Dollars ($500,00.00)** per fiscal year. For purposes of this Agreement, the County's fiscal year shall be October 1st to September 30th.

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@wilcotx.gov 512-943-1500

XIII.

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.

XIV.

Insurance: Service Provider 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	

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.

The name of the Certificate Holder in the Certificate of Insurance issued by the insurer shall be as follows:

Williamson County, Texas
C/O: Williamson County Risk Management
301 SE Inner Loop
Georgetown, TX. 78626
Email: coi.submission@wilcotx.gov

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

XV.

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.

XVI.

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.

XVII.

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.

XVIII.

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

IXX.

No Assignment: Service Provider may not assign this Agreement.

XX.

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.

XXI.

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.

XXII.

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.

XXIII.

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.

XXIV.

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.

XXV.

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
Empire Roofing Companies, Inc.
16311 Central Commerce Dr.
Pflugerville, TX 78660

XXVI.

Mediation: The parties agree to use non-binding mediation for dispute resolution prior to and formal legal action being taken on this Agreement.

XXVII.

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.

XXVIII.

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 March 2023 (https://www.wilcotx.gov/351/Vendor-Reimbursement). 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.

XXIX.

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. This Agreement, its Exhibits and any amendments agreed to by both parties (if any);
B. Statements of Work issued under the Agreement
C. Documents responsive to Williamson County Request for Proposal #25RFP41 and
D. Insurance certificates evidencing coverages required herein above.

In the event a dispute arises between terms and conditions of this (1) Agreement, its exhibits and amendments (if any), (2) a SOW issued under the Agreement or (3) Documents responsive to Williamson County Request for Proposal #25RFP41; applicable documents will be referred to for the purpose of clarification, conflict resolution or for additional detail in the following order of precedence: (1) terms and conditions of this Agreement, its exhibits and amendments (if any), (2) the SOW issued under the Agreement, (3) Documents responsive to Williamson County Request for Proposal #25RFP41.

XXX.

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.

IN WITNESS WHEREOF, that this Agreement shall be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:	**EMPIRE ROOFING COMPANIES, INC.:**
_____	Steve Jones
Authorized Signature	Authorized Signature
_____	Steve Jones
County Judge/Presiding Officer	Printed Name
Dated: _____ _____, 20___	Dated: June 20, 2025

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Jun 24 2025 Time: 11:17 am

Reviewed by Contract Audit
SARA GREER, CGAP
Contract Auditor
Williamson County Auditor's Office
Date: Jun 24 2025 Time: 9:04 am

Exhibit "A"
Preventative Maintenance Fee Structure for Annual Inspections Bidding Sheet

Service Provider must complete and submit the structure for work to be performed including costs from all anticipated subcontractors, as follow in the Preventative Maintenance Fee Structure for Annual inspections; Roofing Preventive Maintenance Unit Price Bidding Sheet.

The facilities are listed as follows:

#	Facility Name	Annual Maintenance Cost	Thermal Imaging & Pinpointing Cost	Cleaning: Pressure Washing, Roof Drains, and Gutters
1000	Courthouse	$ 950.00	$ 2,000.00	Not Recommended
1001	Williamson County Museum	$ 750.00	$ 1,650.00	Not Recommended
1003	Taylor Health Dept	$ 950.00	$ 1,650.00	$ 2,500.00
1005	Round Rock Annex Bldg. A	$ 950.00	$ 2,000.00	$ 4,500.00
1006	Round Rock Annex Bldg. B	$ 750.00	N/A - Metal Roof	Not Recommended
1007	516 Pine Street	$ 750.00	N/A - Metal Roof	Not Recommended
1008	Sheriff Administration/Jail	$ 1,500.00	$ 3,600.00	$ 11,220.00
1009	Justice Center	$ 1,500.00	$ 3,000.00	$ 6,230.00
1011	Lott Building	$ 750.00	N/A - Shingles	Not Recommended
1013	Health Dept Environmental	$ 750.00	N/A - Shingles	Not Recommended
1017	517 Pine Street	$ 750.00	$ 1,000.00	$ 1,200.00
1018	Storage Warehouse	$ 750.00	N/A - Metal Roof	Not Recommended
1019	305 MLK	$ 650.00	N/A - Shingles	Not Recommended
1020	303 MLK	$ 650.00	N/A - Shingles	Not Recommended
1022	Historic Jail	$ 1,200.00	$ 1,600.00	$ 2,950.00
1024	Red House - Lease	$ 650.00	N/A - Metal Roof	Not Recommended
1026	Central Maintenance Facility	$ 950.00	N/A - Metal Roof	Not Recommended
1029	Brown Santa	$ 750.00	N/A - Metal Roof	Not Recommended
1032	Cedar Park Annex	$ 950.00	$ 2,000.00	$ 5,500.00
1033	Taylor Annex	$ 950.00	$ 1,800.00	$ 3,500.00
1042	Central Texas Treatment Center	$ 950.00	N/A - Shingles	Not Recommended
1043	Inner Loop Annex	$ 950.00	$ 3,200.00	$ 20,300.00
1044	Sheriff's Office Eastside	$ 750.00	N/A - Shingles	Not Recommended
1045	Juvenile Justice Center (current)	$ 950.00	$ 3,800.00	Not Recommended -
1046	Parking Garage CJC/Jail	$ 750.00	N/A Metal Roofs	Not Recommended
1047	Expo Center	$ 950.00	N/A - Metal Roof	Not Recommended
1048	JP Pct 4	$ 950.00	N/A - Metal Roof	Not Recommended
1050	Sheriff Gun Range	$ 950.00	N/A Metal Roof	Not Recommended
1051	Tax Office	$ 950.00	$ 1,800.00	$ 1,650.00
1063	Facilities Services Center	$ 950.00	N/A - Metal Roof	Not Recommended
1064	Children's Advocacy Center - Bldg. 1	$ 750.00	N/A - Shingles	Not Recommended
1064	Children's Advocacy Center - Bldg. 2	$ 750.00	N/A - Shingles	Not Recommended
1066	Jester Annex	$ 950.00	$ 2,650.00	$ 3,000.00
1068	Blackland Heritage County Park	$ 750.00	N/A Metal Roofs	Not Recommended
1070	Hwy 29 House - Leased	$ 750.00	N/A - Metal Roof	Not Recommended
1071	Emergency Services Operations Center	$ 750.00	$ 2,650.00	$ 2,500.00
1072	Parks Admin	$ 950.00	N/A Metal Roof	Not Recommended
1073	Williamson County Cities Health District	$ 950.00	N/A Metal Roof	Not Recommended
1075	SOTC	$ 950.00	$ 2,650.00	$ 8,500.00
1076	Fuel Station	$ 750.00	N/A Metal Roof	Not Recommended
1077	Wireless Communication	$ 750.00	$ 1,800.00	$ 1,200.00
1078	EMS Training	$ 750.00	N/A Metal Roof	Not Recommended
1079	Vehicle Impound	$ 750.00	$ 1,600.00	$ 1,200.00
1080	Georgetown Annex	$ 950.00	$ 2,650.00	$ 6,500.00
1081	Liberty Hill CSCD	$ 950.00	$ 1,600.00	$ 2,850.00
1082	Jester Public Safety Bldg.	$ 950.00	$ 1,800.00	$ 3,000.00
1083	Carquest - Vacant	$ 950.00	$ 1,800.00	$ 2,500.00
1084	Internal Audit	$ 950.00	N/A Metal Roof	Not Recommended
1085	Commissioner 4	$ 950.00	N/A Metal Roof	Not Recommended
1087	River Ranch Park	$ 950.00	N/A Metal Roof	Not Recommended
1088	Berry Springs Park	$ 950.00	N/A Metal Roof	Not Recommended
1089	Southwest Regional Park	$ 950.00	N/A Metal Roof	Not Recommended
1090	Bob Phillips	$ 650.00	$ 1,600.00	$ 850.00
1092	WC Animal Shelter	$ 950.00	$ 1,800.00	$ 3,650.00
1095	Lake Creek Annex	$ 950.00	$ 3,600.00	Not Recommended
	Annual Totals	$ 48,600.00	$ 55,300.00	$ 95,300.00
	Grand Total	$ 199,200.00		

Service Provider shall provide the percentage for materials and equipment, which will be invoice to Williamson County under this contract.

Materials Remedial Repairs-Markup (Materials not covered under schedule service)		
*Service Provider may invoice for parts and materials on a cost-plus basis. Service Provider may invoice at	**10.0%**	markup.

Equipment Rental Mark-up		
**Service Provider may invoice for equipment rental on a cost-plus basis. Service Provider may invoice at	**10.0%**	markup.

Parts and Materials Markup
***Invoice(s) for work performed shall require a copy of the parts and materials receipt to be included when the total, including mark-up, exceeds $500.00.
****Williamson County reserves the right to request from Service Provider any documentation that reflects price for verification purposes.

Cost is defined as sales receipt or invoiced amount from supplier or subcontractor. Williamson County reserves the right to require receipts, invoices or other backup documentation to verify pricing and Service Provider's invoice.

Exhibit "B"
Service Provider Hourly Rate sheet

Position-Superintendent		
Normal Hours* hourly rate:	$	150.00
After Regular Hours** hourly rate:	$	225.00
Weekends or County approved Holidays	$	275.00

Position-Roofing Foreman		
Normal Hours* hourly rate:	$	130.00
After Regular Hours** hourly rate:	$	195.00
Weekends or County approved Holidays	$	220.00

Position-Roofer		
Normal Hours* hourly rate:	$	125.00
After Regular Hours** hourly rate:	$	185.00
Weekends or County approved Holidays	$	200.00

Position-Roofer Helper		
Normal Hours* hourly rate:	$	110.00
After Regular Hours** hourly rate:	$	165.00
Weekends or County approved Holidays	$	185.00

Service Period-Emergency Response during Regular Hours		
Normal Hours* hourly rate-**Superintendent**:	$	180.00
Normal Hours* hourly rate-**Roofing Foreman**:	$	160.00
Normal Hours* hourly rate-**Roofer**:	$	145.00
Normal Hours* hourly rate-**Roofing Helper**:	$	125.00

Service Period-Emergency Response Weekends or Approved Holidays		
Hourly rate-**Superintendent**:	$	240.00
Hourly rate-**Roofing Foreman**:	$	200.00
Hourly rate-**Roofer**:	$	185.00
Hourly rate-**Roofing Helper**:	$	165.00

* Normal Hours are defined as **6:00 AM - 6:00 PM** Monday through Friday.

** Overtime is defined as any hours that fall outside of Normal Hours (**6:01 PM-5:59 AM**)

Williamson County 25RFP41- Williamson County Roofing Services for Williamson County, Texas Evaluation Date Wednesday, May 14, 2025 @ 9:00 am		Eskola LLC	Garland / DBS, Inc.	RYCARS Construction	Tecta America Austin (Empire Roofing)	Texas Fifth Wall Roofing	Texas Traditions Roofing
Evaluation Criteria	**Max Points**						
Proposal Requirements and Completeness of Proposal •Attachment D-Table of Contents, •Attachment J- Form CIQ-Conflict of Interest Questionnaire, •Attachment K-Proposal Affidavit (Signature), •Attachment L-Sample Contract, •Attachment M-FEMA Addendum to mean FEMA Required Contract Provisions	**P/F**	Pass	Pass	Pass	Pass	Pass	Pass
Relevent Experience and Qualifications •Attachment C-Transmittal Letter, •Attachment E-Executive Summary, •Attachment H-Similar Contracts	**35**	19	20	25	33	13	33
Price •Attachment F-Pricing Sheet	**30**	12	6	3	4	11	30
Proposed Methodology •Attachment N-Proposed Methodology	**15**	15	5	5	15	5	15
References, Experiences, Reputation, and Compliance •Attachment G-Proposal References, •Attachment I-Cancelled or Terminated Contracts	**10**	0	3	6	3	3	3
Quality and Safety Program •Attachment O-Quality and Safety	**5**	5	1	4	5	4	5
Value Added Services •Attachment P-Added Services	**5**	5	2	4	5	0	5
Total	**100**	**55**	**37**	**47**	**65**	**36**	**91**



Williamson County Facilities
3101 SE Inner Loop
Georgetown, Texas 78626
512-943-1599
512-930-3313 Fax
facilities@wilcotx.gov

June 2, 2025

To: Williamson County Purchasing Department

Re: 25RFP41-Roofing Repair and Services, as needed
Recommendation of Agreement Award

The recommendation from the RFP Evaluation Committee is to award the Roofing Repair and Preventative Maintenance Services contract to Texas Traditions Group, LLC dba Texas Traditions Roofing, LLC and Tecta America Austin, Inc. dba Empire Roofing Companies Inc. This evaluation is based on all items outlined in the evaluation criteria in 25RFP41. Proposal pricing is within budget for these services.

Texas Traditions Roofing, headquartered in Georgetown, Texas, has been in business since 2014. Texas Traditions Roofing is a family-owned company with a team of experienced professionals specializing in residential and commercial roofing services. The company is licensed by the Texas Department of Licensing and Regulation (TDLR) and the Roofing Contractors Association of Texas. Texas Traditions Roofing has worked with various governmental entities and municipalities across Central Texas and surrounding areas on a wide range of project scopes and complexities within the roofing spectrum.

Empire Roofing Companies, Inc., based in Fort Worth, Texas, has provided commercial and industrial roofing services since 1982. With a local office in Pflugerville, the company is licensed by the Texas Department of Licensing and Regulation (TDLR) and the Roofing Contractors Association of Texas. Empire Roofing Companies has extensive experience serving governmental entities and municipalities across the southern U.S. and is currently working with Williamson County Facilities Management on multiple projects during fiscal year 2025.

The Facilities Management Department recommends that the Williamson County Commissioners Court award the contract based on the committee's recommendation.

Sincerely,

Dale Butler
Senior Director
Williamson County Facilities Management

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:
2025-1327121

Date Filed:
06/20/2025

Date Acknowledged:

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

Empire Roofing Companies, Inc.
Pflugerville, TX United States

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

Williamson County

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

25RFP41
Roofing Repair and Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Empire Roofing Companies, Inc.	Pflugerville, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Steve Jones, 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 Travis County, State of Texas, on the 20th day of June (month), 2025 (year).

Steve Jones

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:
2025-1327121

Date Filed:
06/20/2025

Date Acknowledged:
06/24/2025

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

Empire Roofing Companies, Inc.
Pflugerville, TX United States

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

Williamson County

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

25RFP41
Roofing Repair and Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Empire Roofing Companies, Inc.	Pflugerville, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

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

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

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

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

Commissioners Court - Regular Session **49.**

Meeting Date: 07/01/2025

Award of RFP #25RFP41 for Roofing Repair and Services to Texas Traditions Roofing as the primary vendor for Facilities

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding #25RFP41 Roofing Repair and Services for Facilities to Texas Traditions Roofing as the primary vendor for this Master Service Agreement in the not-to-exceed amount of Five Hundred Thousand Dollars ($500,000.00) and authorize the execution of this agreement.

Background

Williamson County sent out Ten Thousand Four Hundred and Forty-One (10,441) notifications with One Hundred and Ten (110) document takers and received Six (6) submittals. After submission evaluation Texas Traditions Roofing was found to be the highest scoring vendor. It is recommended that Williamson County award this Master Service Agreement to Texas Traditions Roofing as the primary vendor. The funding source is 01.0100.0509.004500, the Origination #2293, and the point of contact is Dale Butler.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

MSA Texas Traditions Roofing

Evaluation Score sheet

25RFP41 Recommendation Letter

1295 Form Texas Traditions Roofing

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Kerstin Hancock	06/24/2025 03:46 PM
Purchasing (Originator)	Joy Simonton	06/26/2025 07:19 AM
County Judge Exec Asst.	Andrea Schiele	06/26/2025 09:56 AM
Form Started By: Vickie Johnson		Started On: 06/24/2025 01:06 PM
Final Approval Date: 06/26/2025		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

MASTER SERVICES AGREEMENT WITH TEXAS TRADITIONS ROOFING, LLC (25RFP41)

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 **Texas Traditions Roofing, LLC** (hereinafter "Service Provider") both of which are referred to herein as the parties. n responses to Request for Proposal 25RFP41. 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 roofing maintenance and repairs throughout Williamson County and in accordance with the responsive documents to the County's Request for Proposal #25RFP41, which is incorporated herein as if copied in full. Related services will be outlined in a Statement of Work ("SOW") to be provided by Service Provided upon the direction of the County.

Should the County choose to add services in addition to those described, such additional services shall be described in a separate written amendment to this Agreement 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 Agreement has been signed by both parties.

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

II.

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 Agreement shall be in full force and effect from the date of the last party's execution below and shall continue through June 30, 2027. Unless terminated sooner pursuant to paragraph XXI below, if applicable, at the end of the agreement term, this Agreement shall automatically renew yearly for up to four (4) additional one-year terms 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) within 24 hours of any 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.

VIII.

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 and in accordance with the proposed Preventative Maintenance Fee Structure for Annual Inspections marked as **Exhibit "A,"** and the Service Provider Hourly Rate sheet marked as **Exhibit "B"** attached hereto. The not-to-exceed amount under this Agreement is **Five Hundred Thousand Dollars ($500,00.00)** per fiscal year. For purposes of this Agreement, the County's fiscal year shall be October 1st to September 30th.

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@wilcotx.gov 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.

Insurance: Service Provider 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	

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

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

XIV.

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.

XV.

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.

XVI.

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.

XVII.

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.

XVIII.

No Assignment: Service Provider may not assign this Agreement.

IXX.

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.

XX.

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.

XXI.

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.

XXII.

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.

XXIII.

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.

XXIV.

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
Texas Traditions Roofing, LLC
508 Cedar Drive
Georgetown, TX 78628

XXV.

Mediation: The parties agree to use non-binding mediation for dispute resolution prior to and formal legal action being taken on this Agreement.

XXVI.

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.

XXVII.

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 March 2023 (https://www.wilcotx.gov/351/Vendor-Reimbursement). 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.

XXVIII.

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. This Agreement, its Exhibits and any amendments agreed to by both parties (if any);
B. Statements of Work issued under the Agreement
C. County's Request for Proposal #25RFP41; and
D. Insurance certificates evidencing coverages required herein above.

In the event a dispute arises between terms and conditions of this (1) Agreement, its exhibits and amendments (if any) or (2) a SOW issued under the Agreement; applicable documents will be referred to for the purpose of clarification, conflict resolution or for additional detail in the following order of precedence: (1) terms and conditions of this Agreement, its exhibits and amendments (if any), (2) the SOW issued under the Agreement.

XXIX.

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.

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___

TEXAS TRADITIONS ROOFING, LLC:

Michal Pickel
Authorized Signature

Michael Pickel
Printed Name

Dated: June 19, 2025

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Jun 24 2025 Time: 11:14 am

Reviewed by Contract Audit
SARA GREER, CGAP
Contract Auditor
Williamson County Auditor's Office
Date: Jun 24 2025 Time: 9:03 am

Exhibit "A"
Preventative Maintenance Fee Structure for Annual Inspections

C. Service Provider's Preventative Maintenance Fee Structure for Annual inspections; Roofing Preventive Maintenance Unit Price for the County's facilities are listed as follows:

#	Facility Name	Annual Maintenance Cost	Thermal Imaging & Pinpointing Cost	Cleaning: Pressure Washing, Roof Drains, and Gutters
1000	Courthouse	$ 400.00	$ 1,650.00	$ 4,329.00
1001	Williamson County Museum	$ 300.00	$ 800.00	$ 810.00
1003	Taylor Health Dept	$ 400.00	$ 800.00	$ 2,177.00
1005	Round Rock Annex Bldg. A	$ 350.00	$ 1,750.00	$ 4,863.00
1006	Round Rock Annex Bldg. B	$ 350.00	$ 1,650.00	$ 4,135.00
1007	516 Pine Street	$ 300.00	$ 800.00	$ 1,243.00
1008	Sheriff Administration/Jail	$ 650.00	$ 1,000.00	$ 29,121.00
1009	Justice Center	$ 500.00	$ 6,500.00	$ 18,283.00
1011	Lott Building	$ 350.00	$ 1,500.00	$ 800.00
1013	Health Dept Environmental	$ 300.00	$ 800.00	N/A
1017	517 Pine Street	$ 200.00	$ 800.00	$ 350.00
1018	Storage Warehouse	$ 250.00	$ 800.00	$ 680.00
1019	305 MLK	$ 250.00	$ 800.00	$ 500.00
1020	303 MLK	$ 250.00	$ 800.00	$ 625.00
1022	Historic Jail	$ 350.00	$ 800.00	$ 1,088.00
1024	Red House - Lease	$ 200.00	$ 800.00	$ 350.00
1026	Central Maintenance Facility	$ 500.00	$ 7,500.00	$ 19,013.00
1029	Brown Santa	$ 250.00	$ 800.00	$ 918.00
1032	Cedar Park Annex	$ 450.00	$ 2,000.00	$ 5,418.00
1033	Taylor Annex	$ 400.00	$ 1,250.00	$ 3,094.00
1042	Central Texas Treatment Center	$ 600.00	$ 3,500.00	N/A
1043	Inner Loop Annex	$ 500.00	$ 8,000.00	$ 21,662.00
1044	Sheriff's Office Eastside	$ 400.00	$ 800.00	N/A
1045	Juvenile Justice Center (current)	$ 750.00	$ 13,750.00	$ 33,288.00
1046	Parking Garage CJC/Jail	$ 150.00	$ 800.00	$ 350.00
1047	Expo Center	$ 700.00	$ 7,500.00	$ 20,958.00
1048	JP Pct 4	$ 400.00	$ 800.00	$ 1,676.00
1050	Sheriff Gun Range	$ 400.00	$ 1,150.00	$ 2,593.00
1051	Tax Office	$ 250.00	$ 1,450.00	$ 3,430.00
1063	Facilities Services Center	$ 300.00	$ 1,250.00	$ 2,541.00
1064	Children's Advocacy Center - Bldg. 1	$ 350.00	$ 1,250.00	$ 1,440.00
1064	Children's Advocacy Center - Bldg. 2	$ 350.00	$ 16,500.00	N/A
1066	Jester Annex	$ 350.00	$ 4,000.00	$ 8,720.00
1068	Blackland Heritage County Park	$ 350.00	$ 800.00	N/A
1070	Hwy 29 House - Leased	$ 300.00	$ 800.00	N/A
1071	Emergency Services Operations Center	$ 450.00	$ 4,000.00	$ 9,268.00
1072	Parks Admin	$ 350.00	$ 800.00	$ 1,075.00
1073	Williamson County Cities Health District	$ 450.00	$ 14,500.00	$ 3,732.00
1075	SOTC	$ 550.00	$ 3,500.00	$ 7,898.00
1076	Fuel Station	$ 350.00	$ 800.00	$ 1,760.00
1077	Wireless Communication	$ 300.00	$ 1,350.00	$ 3,193.00
1078	EMS Training	$ 350.00	$ 2,500.00	$ 5,687.00
1079	Vehicle Impound	$ 350.00	$ 800.00	$ 1,788.00
1080	Georgetown Annex	$ 450.00	$ 4,250.00	$ 9,503.00
1081	Liberty Hill CSCD	$ 400.00	$ 800.00	$ 1,983.00
1082	Jester Public Safety Bldg.	$ 350.00	$ 1,150.00	$ 2,762.00
1083	Carquest - Vacant	$ 250.00	$ 1,150.00	$ 4,012.00
1084	Internal Audit	$ 250.00	$ 800.00	$ 672.00
1085	Commissioner 4	$ 350.00	$ 800.00	$ 632.00
1087	River Ranch Park	$ 400.00	$ 800.00	$ 890.00
1088	Berry Springs Park	$ 350.00	$ 800.00	N/A
1089	Southwest Regional Park	$ 350.00	$ 800.00	$ 1,616.00
1090	Bob Phillips	$ 350.00	$ 800.00	$ 870.00
1092	WC Animal Shelter	$ 350.00	$ 1,150.00	$ 2,803.00
1095	Lake Creek Annex	$ 750.00	$ 10,500.00	$ 27,400.00
	Annual Totals	$ 20,900.00	$ 148,000.00	$ 281,999.00
	Grand Total	$ 450,899.00		

D. Service Provider's percentage for materials and equipment, which will be invoice to Williamson County under this Agreement, are as follows:

Materials Remedial Repairs-Markup (Materials not covered under schedule service)		
*Service Provider may invoice for parts and materials on a cost-plus basis. Service Provider may invoice at	**58.0%**	markup.

Equipment Rental Mark-up		
**Service Provider may invoice for equipment rental on a cost-plus basis. Service Provider may invoice at	**30.0%**	markup.

Parts and Materials Markup
***Invoice(s) for work performed shall require a copy of the parts and materials receipt to be included when the total, including mark-up, exceeds $500.00.
****Williamson County reserves the right to request from Service Provider any documentation that reflects price for verification purposes.

Cost is defined as sales receipt or invoiced amount from supplier or subcontractor. Williamson County reserves the right to require receipts, invoices or other backup documentation to verify pricing and Service Provider's invoice.

Exhibit "B"
Service Provider Hourly Rate sheet

Position-Superintendent		
Normal Hours* hourly rate:	$	131.00
After Regular Hours** hourly rate:	$	150.00
Weekends or County approved Holidays	$	185.00

Position-Roofing Foreman		
Normal Hours* hourly rate:	$	100.00
After Regular Hours** hourly rate:	$	125.00
Weekends or County approved Holidays	$	150.00

Position-Roofer		
Normal Hours* hourly rate:	$	95.00
After Regular Hours** hourly rate:	$	121.00
Weekends or County approved Holidays	$	147.00

Position-Roofer Helper		
Normal Hours* hourly rate:	$	95.00
After Regular Hours** hourly rate:	$	121.00
Weekends or County approved Holidays	$	147.00

Service Period-Emergency Response during Regular Hours		
Normal Hours* hourly rate-**Superintendent**:	$	131.00
Normal Hours* hourly rate-**Roofing Foreman**:	$	100.00
Normal Hours* hourly rate-**Roofer**:	$	95.00
Normal Hours* hourly rate-**Roofing Helper**:	$	95.00

Service Period-Emergency Response Weekends or Approved Holidays		
Hourly rate-**Superintendent**:	$	185.00
Hourly rate-**Roofing Foreman**:	$	150.00
Hourly rate-**Roofer**:	$	147.00
Hourly rate-**Roofing Helper**:	$	147.00

* Normal Hours are defined as **6:00 AM - 6:00 PM** Monday through Friday.

** Overtime is defined as any hours that fall outside of Normal Hours (**6:01 PM-5:59 AM**)

Williamson County 25RFP41- Williamson County Roofing Services for Williamson County, Texas Evaluation Date Wednesday, May 14, 2025 @ 9:00 am		Eskola LLC	Garland / DBS, Inc.	RYCARS Construction	Tecta America Austin (Empire Roofing)	Texas Fifth Wall Roofing	Texas Traditions Roofing
Evaluation Criteria	**Max Points**						
Proposal Requirements and Completeness of Proposal •Attachment D-Table of Contents, •Attachment J- Form CIQ-Conflict of Interest Questionnaire, •Attachment K-Proposal Affidavit (Signature), •Attachment L-Sample Contract, •Attachment M-FEMA Addendum to mean FEMA Required Contract Provisions	**P/F**	Pass	Pass	Pass	Pass	Pass	Pass
Relevent Experience and Qualifications •Attachment C-Transmittal Letter, •Attachment E-Executive Summary, •Attachment H-Similar Contracts	**35**	19	20	25	33	13	33
Price •Attachment F-Pricing Sheet	**30**	12	6	3	4	11	30
Proposed Methodology •Attachment N-Proposed Methodology	**15**	15	5	5	15	5	15
References, Experiences, Reputation, and Compliance •Attachment G-Proposal References, •Attachment I-Cancelled or Terminated Contracts	**10**	0	3	6	3	3	3
Quality and Safety Program •Attachment O-Quality and Safety	**5**	5	1	4	5	4	5
Value Added Services •Attachment P-Added Services	**5**	5	2	4	5	0	5
Total	**100**	**55**	**37**	**47**	**65**	**36**	**91**



Williamson County Facilities
3101 SE Inner Loop
Georgetown, Texas 78626
512-943-1599
512-930-3313 Fax
facilities@wilcotx.gov

June 2, 2025

To: Williamson County Purchasing Department

Re: 25RFP41-Roofing Repair and Services, as needed
Recommendation of Agreement Award

The recommendation from the RFP Evaluation Committee is to award the Roofing Repair and Preventative Maintenance Services contract to Texas Traditions Group, LLC dba Texas Traditions Roofing, LLC and Tecta America Austin, Inc. dba Empire Roofing Companies Inc. This evaluation is based on all items outlined in the evaluation criteria in 25RFP41. Proposal pricing is within budget for these services.

Texas Traditions Roofing, headquartered in Georgetown, Texas, has been in business since 2014. Texas Traditions Roofing is a family-owned company with a team of experienced professionals specializing in residential and commercial roofing services. The company is licensed by the Texas Department of Licensing and Regulation (TDLR) and the Roofing Contractors Association of Texas. Texas Traditions Roofing has worked with various governmental entities and municipalities across Central Texas and surrounding areas on a wide range of project scopes and complexities within the roofing spectrum.

Empire Roofing Companies, Inc., based in Fort Worth, Texas, has provided commercial and industrial roofing services since 1982. With a local office in Pflugerville, the company is licensed by the Texas Department of Licensing and Regulation (TDLR) and the Roofing Contractors Association of Texas. Empire Roofing Companies has extensive experience serving governmental entities and municipalities across the southern U.S. and is currently working with Williamson County Facilities Management on multiple projects during fiscal year 2025.

The Facilities Management Department recommends that the Williamson County Commissioners Court award the contract based on the committee's recommendation.

Sincerely,

Dale Butler
Senior Director
Williamson County Facilities Management

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:
2025-1298232

Date Filed:
04/21/2025

Date Acknowledged:

1 **Name of business entity filing form, and the city, state and country of the business entity's place of business.**
Texas Traditions Roofing
Georgetown, TX United States

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

3 **Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**
25RFP41
Roofing Repair and 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 Michael Pickel, and my date of birth is [redacted].

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

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

Executed in Williamson County, State of Texas, on the 30 day of April (month), 2025 (year).

Michael Pickel

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:
2025-1298232

Date Filed:
04/21/2025

Date Acknowledged:
06/24/2025

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

Texas Traditions Roofing
Georgetown, TX United States

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

Williamson County

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

25RFP41
Roofing Repair and 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 **50.**

Meeting Date: 07/01/2025

Approval of the Agreement for Construction Services No. 2025285 with J.T. Vaughn Construction, LLC for the Veterans Services Remodel 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 the Construction Service Agreement No. 2025285 between Williamson County and J.T. Vaughn Construction, LLC for the Veterans Services Remodel in the not-to-exceed amount of One Hundred Sixty-Nine Thousand Thirty-Two Dollars ($169,032.00) pursuant to OMNIA Cooperative Contract #R200107 and authorize execution of the agreement.

Background

This Agreement for Construction Services between Williamson County and J.T. Vaughn Construction, LLC for the Veterans Services Remodel is located at Veterans Services, 1801 E. Old Settlers Blvd., Round Rock, TX 78664. Contract Audit and General Counsel reviewed. A detailed Scope of Work is attached. The funding source is 01.0100.1066.004509 and the point of contact is Christy Matoska.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Construction Service Agreement

Form 1295 J.T. Vaughn Construction, LLC Complete

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	06/26/2025 07:07 AM
County Judge Exec Asst.	Andrea Schiele	06/26/2025 09:53 AM
Form Started By: Michelle McKinney		Started On: 06/23/2025 02:05 PM
Final Approval Date: 06/26/2025		

Agreement for Construction Services

(Cooperative Contract #OMNIA R200107)

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 Veterans Services Remodel (hereinafter called the "Project"). The Contractor shall have the overall responsibility for and shall provide complete construction services and furnish all materials, equipment, tools and labor as necessary or reasonably inferable to complete the Project, or any phase of the Project, in accordance with the Owner's requirements and the terms of this Agreement (hereinafter collectively referred to as the "Work").

ARTICLE 2 CONTRACT PRICE: Owner agrees to pay to the Contractor, for the satisfactory performance of the Work, the sum of **One Hundred Sixty-Nine Thousand Thirty-Two Dollars ($169,032.)** 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 **Ninety-Eight (98) 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 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, if any. The aforementioned waiver of subrogation shall not be effective unless such endorsement is obtained.

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

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

6.5.2 Workers' Compensation Insurance Coverage:

1. Definitions:

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

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

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

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

2. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, §401.011(44) for all employees of the Contractor providing services on the Project, for the duration of the Project.

3. The Contractor must provide a certificate of coverage prior to execution of the Agreement/Contract, and in no event later than ten (10) days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.
4. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the Project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the Owner showing that coverage has been extended.
5. The Contractor shall obtain from each person providing services on a project, and provide to the Owner:

   (a.) a certificate of coverage, prior to that person beginning work on the Project, so the Owner will have on file certificates of coverage showing coverage for all persons providing services on the Project; and
   (b.) no later than seven days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.

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

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

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

i. a certificate of coverage, prior to the other person beginning work on the Project; and

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

(e) retain all required certificate of coverage on file for the duration of the Project and for one year thereafter;

(f) notify the Owner in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project; and

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

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

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

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

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

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

6.5.6 The furnishing of the above listed insurance coverage, as may be modified by the Agreement, must be tendered prior to execution of the Agreement/Contract, and in no event

later than ten (10) days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.

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

6.5.8 Owner shall be entitled, upon request, and without expense, to receive complete copies of the policies with all endorsements and may make any reasonable requests for deletion, or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon the Parties or the underwriter of any of such polices. Damages caused by the Contractor and not covered by insurance shall be paid by the Contractor.

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

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

ARTICLE 7 INDEMNITY:

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

OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. CONTRACTOR HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OR THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

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

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

ARTICLE 8 WARRANTY:

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

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

ARTICLE 9 PREVAILING WAGE RATE:

9.1 Duty to Pay Prevailing Wage Rates. The Contractor shall pay not less than the wage scale of the various classes of labor as shown on the "Prevailing Wage Schedule", as defined below. The specified wage rates are minimum rates only, and are not representations that qualified labor adequate to perform the Work is available locally at the prevailing wage rates. The Owner is not bound to pay—and will not consider—any claims for additional compensation made by any

Contractor because the Contractor pays wages in excess of the applicable minimum rate contained in the Agreement. The "Prevailing Wage Schedule" is not a representation that quantities of qualified labor adequate to perform the Work may be found locally at the specified wage rates.

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

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

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

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

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

Wage Schedule and any supplements thereto, together with the applicable penalties, such amounts being subtracted from successive progress payments pending a final decision on the violation.

9.5 Arbitration Required if Violation not Resolved. After the Owner makes its initial determination, the affected Contractor or Subcontractor and worker have fourteen (14) days in which to resolve the issue of whether a violation occurred, including the amount that should be retained by Owner or paid to the affected worker. If the Contractor or Subcontractor and affected worker reach an agreement concerning the worker's claim, the Contractor shall promptly notify the Owner in a written document signed by the worker. If the Contractor or Subcontractor and affected worker do not agree before the fifteenth (15^{th}) day after the Owner's determination, the Contractor or Subcontractor and affected worker must participate in binding arbitration in accordance with the Texas General Arbitration Act, Chapter 171, Tex. Civ. Prac. & Rem. Code. The parties to the arbitration have ten (10) days after the expiration of the fifteen (15) days referred to above, to agree on an arbitrator; if by the eleventh (11^{th}) day there is no agreement to an arbitrator, a district court shall appoint an arbitrator on the petition of any of the parties to the arbitration.

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

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

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

ARTICLE 10 BONDS:

10.1 Performance Bond. Upon execution of this Agreement, Contractor shall provide a Performance Bond in the amount of 100% of the Contract Price. The surety for a Performance Bond shall meet the requirements of Texas law and the requirements set forth in the Agreement.

10.2 Payment Bond. Upon execution of this Agreement, Contractor shall provide a Payment Bond in the amount of 100% of the Contract Price, as security for the true and faithful payment in full of all subcontractors and persons performing labor, services, materials, machinery, and fixtures in connection with the Work. The surety for a Payment Bond shall meet the requirements of Texas law and the requirements set forth in the Agreement.

10.3 Warranty Bond. Upon Final Completion, Contractor shall provide a Warranty Bond in the amount of 20% of the Contract Price, as security for the true and faithful performance of all warranties set forth in the Agreement.

ARTICLE 11 TERMINATION OR SUSPENSION OF THE AGREEMENT

11.1 Termination by Contractor

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

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

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

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 INTENTIONALLY DELETED

ARTICLE 13 MISCELLANEOUS PROVISIONS:

13.1 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.

13.2 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.

13.3 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.

13.4 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.

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

13.6 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.

13.7 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.

13.8 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.

13.9 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.

13.10 No Waiver of Sovereign Immunity. Nothing herein shall be construed as a waiver of sovereign immunity by Owner.

13.11 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.

13.12 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.

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

The following documents shall comprise the Contract Documents:

1. This Agreement between Owner and Contractor;
2. Exhibit "A" – Plans and Specifications;
3. Addenda issued prior to the Effective Date of this Agreement;
4. Cooperative Contract #OMNIA R200107; and
5. All Change Orders and any other Modifications issued after the Effective Date of this Agreement.

In the event of a dispute or conflict relating to the terms and conditions of the Contract Documents, applicable documents will be referred to for the purpose of clarification, conflict resolution or for additional detail in the following order of precedence:

1. This Agreement between Owner and Contractor;
2. Exhibit "A" – Plans and Specifications;
3. Addenda issued prior to the Effective Date of this Agreement;
4. Cooperative Contract #OMNIA R200107; and
5. All Change Orders and any other Modifications issued after the Effective Date of this Agreement.

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

OWNER:

WILLIAMSON COUNTY, TEXAS,
a political subdivision of the state of Texas

By: _____

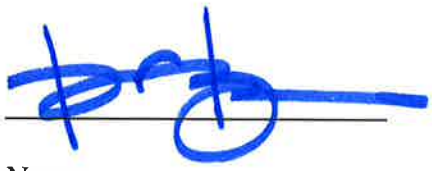
Printed Name: _____

Title: _____

Date: _____

CONTRACTOR:

J.T. Vaughn Construction, LLC.

By: 

Printed Name: _____

Title: David Boram, CAO

Date: 06.20.25

Exhibit "A"

Plans and Specifications

Location of Work: Veterans Services, 1801 E. Old Settlers Blvd., Round Rock, TX 78664

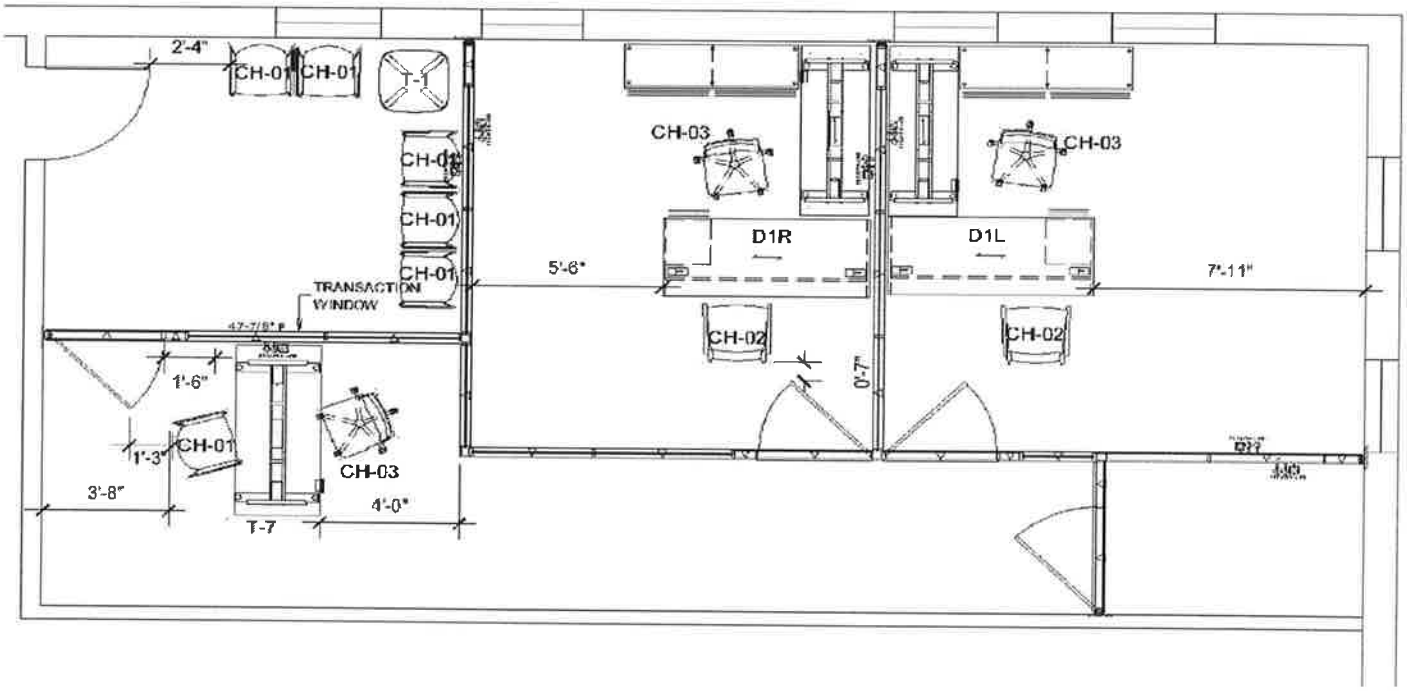
Scope of Work:

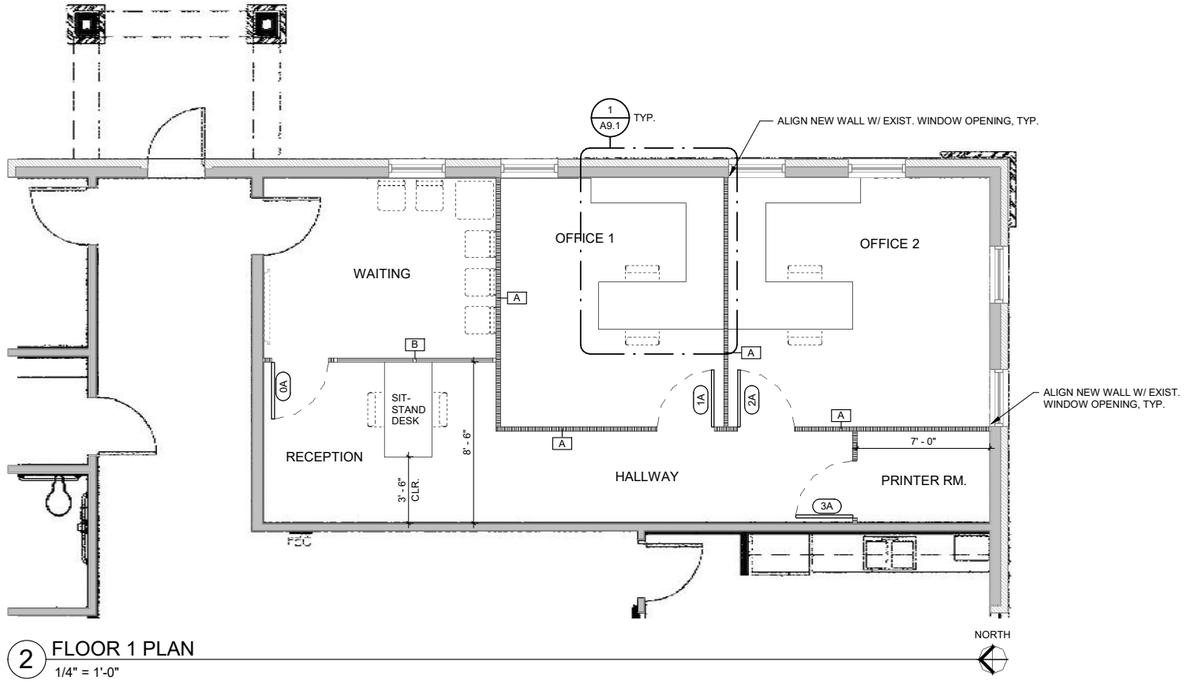
Construct and install demountable walls including:

- Full time on-site supervision
- Single mobilization
- Modular partitions and furniture
- Demolition of existing wall
- Patch back of existing wall
- Patch flooring from demo of existing wall
- Data drops for modular offices
- Reworking ceiling grid and tile layout
- Relocation of duct work and lighting
- Electrical drops for modular offices

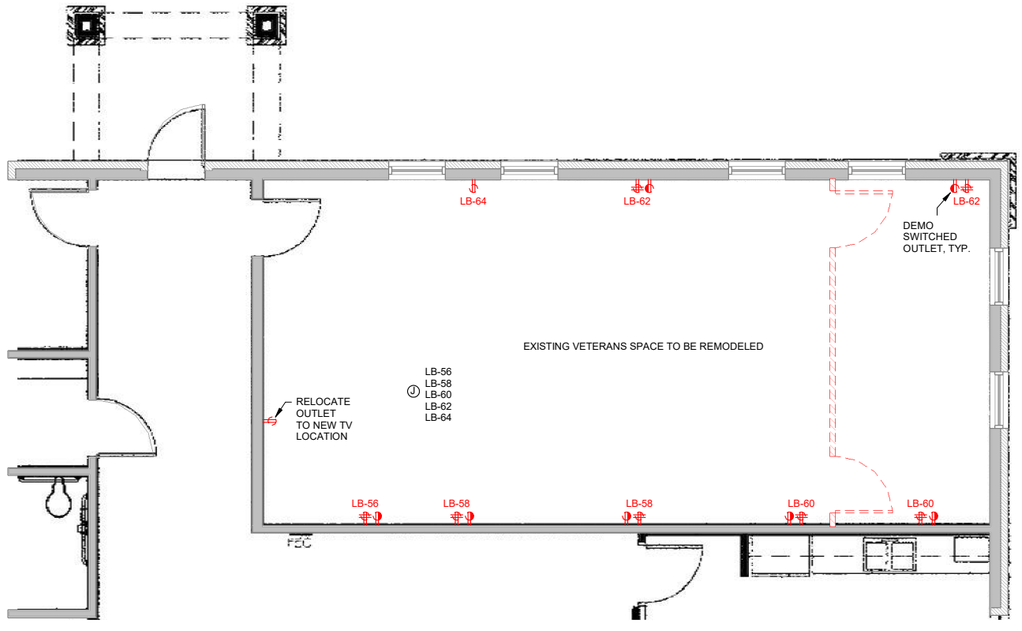
Exclusions:

- Locating or removing asbestos or other hazardous materials
- Bading and background check fees
- Damage to any unforeseen underground utilities
- HVAC controls modifications
- Blinds and shades





2 FLOOR 1 PLAN
1/4" = 1'-0"



1 DEMOLITION PLAN
1/4" = 1'-0"

FLOOR PLAN NOTES

1. CONTRACTOR IS RESPONSIBLE FOR CONTINUOUS SECURITY AT AFFECTED OPENINGS FOR THE DURATION OF THE CONSTRUCTION CONTRACT. COORDINATE SECURITY STATUS CHANGES W/ COUNTY REPRESENTATIVE PRIOR TO IMPLEMENTING CHANGES.
2. INFORMATION CONCERNING EXISTING CONDITIONS IS SUITABLE FOR PREPARATION OF THE DRAWINGS & GIVEN FOR THE CONTRACTOR'S CONVENIENCE.
3. ARCHITECT DOES NOT GUARANTEE ACCURACY OF SUCH INFORMATION. IT IS CONTRACTOR'S RESPONSIBILITY TO INFORM HIMSELF & NECESSARY OFFICIALS AS TO THE CONDITIONS AFFECTING THE WORK.
4. DIMENSIONS GIVEN ARE TO FACE OF FRAMING, UNLESS INDICATED OTHERWISE.
5. WHERE CONSTRUCTION FEATURES EXIST, VERIFY DIMENSIONS WITH FIELD CONDITIONS
6. FOR GYPSUM BOARD EXTERIOR CORNERS, PROVIDE:
   - STANDARD STAINLESS STEEL CORNER GUARDS
7. FOR DOORS & WINDOWS, REF. SHEET 9.1 & VERIFY:
   - 6-IN. OFFSET FROM ADJACENT WALL FOR TRIM CLEARANCE
   - QUANTITIES, SIZES & FEATURES BEFORE ORDERING
   - ROUGH-OPENING SIZES BEFORE FRAMING.
8. COORDINATE ALL TRADES TO ENSURE COMPLETE & WORKING INSTALLATIONS.
9. NOTIFY ARCHITECT OF ANY DISCREPANCIES.

CONSTRUCTION PHASING

DEMOLISH
EXISTING (TO REMAIN)
NEW (DEMOUNTABLE)
A = STANDARD B = BULLET RESISTANT

DEMOLITION NOTES

1. DEMOLITION PLANS & NOTES ARE PROVIDED TO CONVEY DESIGN INTENT.
3. INFORMATION CONCERNING EXISTING CONDITIONS IS SUITABLE FOR PREPARATION OF THE DRAWINGS & GIVEN FOR THE CONTRACTOR'S CONVENIENCE. ARCHITECT DOES NOT GUARANTEE ACCURACY OF SUCH INFORMATION. IT IS CONTRACTOR'S RESPONSIBILITY TO INFORM HIMSELF & NECESSARY OFFICIALS AS TO THE CONDITIONS AFFECTING THE WORK.
4. DIMENSIONS GIVEN ARE TO FACE OF FRAMING, UNLESS INDICATED OTHERWISE. WHERE CONSTRUCTION FEATURES EXIST, VERIFY DIMENSIONS WITH FIELD CONDITIONS.
5. NOTIFY ARCHITECT OF ANY DISCREPANCIES.
6. OWNER HAS FIRST RIGHT OF SALVAGE TO BUILDING MATERIALS REMOVED AS PART OF DEMOLITION & NOT SPECIFIED FOR RE-USE IN CONSTRUCTION.
7. PRIOR TO DEMOLITION WORK, CONTRACTOR SHALL:
   - DISCONNECT UTILITIES TO AREAS AFFECTED BY THE WORK
   - PROVIDE UTILITIES TO AREAS WITH CONTINUED OCCUPANCY DURING THE WORK.
8. DURING DEMOLITION WORK, CONTRACTOR SHALL:
   - LOCATE, PRESERVE & PROTECT FROM DAMAGE
     a) UTILITY SERVICES & MAIN LINES
     b) EXISTING BUILDING & LANDSCAPE ELEMENTS TO REMAIN
     c) EXISTING WALLS & STRUCTURAL MEMBERS TO REMAIN
     d) FINISH WORK THAT BECOMES EXPOSED.
   - PERFORM WORK IN AN ORDERLY AND CAREFUL MANNER TO ACCOMMODATE CONNECTION OF NEW CONSTRUCTION TO EXISTING FEATURES.
   - SALVAGE (WHERE POSSIBLE) STRUCTURAL & FINISH MATERIALS FOR REUSE.
9. AFTER DEMOLITION WORK, CONTRACTOR SHALL:
   - REPAIR OR REPLACE (TO OWNER'S SATISFACTION) AT NO EXTRA CHARGE:
     a) PROPERTY, UTILITIES, LANDSCAPE FEATURES, ETC. DAMAGED DURING THE WORK
     b) DEMOLITION IN EXCESS OF THAT REQUIRED BY THE WORK.
   - COORDINATE, REMOVE, RECYCLE OR DISPOSE OF DEMOLISHED MATERIALS IN ACCORDANCE WITH FEDERAL & STATE LAW.
   - LEAVE SITE IN A CONDITION ACCEPTABLE TO OWNER.

WILCO FACILITIES MANAGEMENT

REGISTERED ARCHITECT
22047
STATE OF TEXAS
5/6/25

JESTER ANNEX
VETERAN SERVICES REMODEL
1801 E OLD SETTLERS BLVD. ROUND ROCK, TX 78664

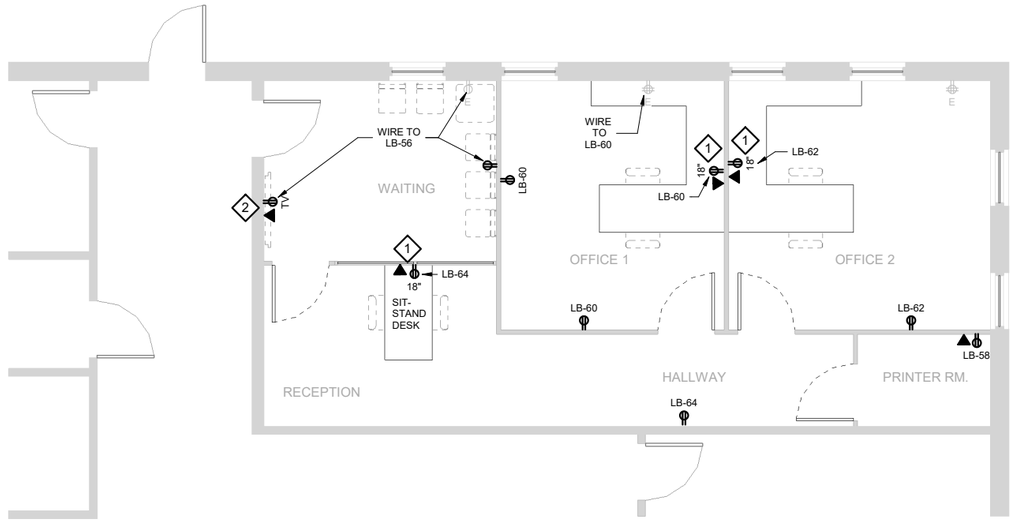
ISSUED: 5/6/25
DRAWN BY: DL
REVISIONS:

FLOOR PLANS
A2.1

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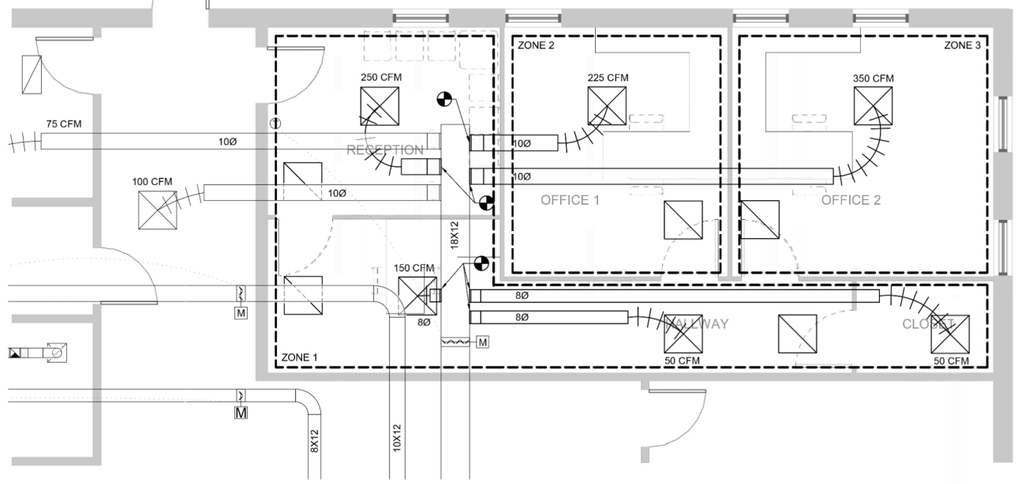
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2 POWER & DATA PLAN
1/4" = 1'-0"

NORTH



1 MECHANICAL PLAN
1/4" = 1'-0"

NORTH

POWER NOTES

1. POWER TERMINATIONS ARE INDICATED FOR SPECIFIC LOCATIONS REQUESTED BY OWNER. PROVIDE ADDITIONAL RECEPTACLES AS REQUIRED BY CODE.
2. PROVIDE POWER FOR ALL EQUIPMENT FOR A COMPLETE WORKING INSTALLATION. VERIFY EXACT LOCATIONS.
4. 'H' NOTED ADJACENT TO SYMBOL INDICATES OUTLET INSTALLED IN HORIZONTAL ORIENTATION
5. NUMBER NOTED ADJACENT TO SYMBOL INDICATES MOUNTING HEIGHT IN INCHES ABOVE FINISH FLOOR TO CENTERLINE OF DEVICES, TYP. IF NO HEIGHT IS SHOWN, MOUNT CENTERLINE OF J-BOX @ 18-IN. A.F.F.
6. PROVIDE REQUIRED POWER, DEDICATED CIRCUITS, ETC., FOR OWNER'S COMPUTER SYSTEM. VERIFY REQUIREMENTS FOR FUTURE NETWORKING.
7. FOR LOW VOLTAGE CABLING (INCLUDING DATA, PHONE, STEREO, CATV) INSTALL 4-IN. SQUARE BOX W/ SINGLE-GANG PLASTER RING FLUSH IN WALL AND 3/4-IN. CONDUIT W/ PULL-CORD FROM OUTLET TO ABOVE NEAREST ACCESSIBLE CEILING. TERMINATE CONDUIT ABOVE CEILING W/ PLASTIC BUSHING TO PROTECT CABLES DURING INSTALLATION.

POWER LEGEND

- 42H $ — SWITCH W/ MOUNTING HEIGHT & ORIENTATION
- DUPLEX OUTLET
- DATA OUTLET
- J — J-BOX ABOVE DROP CEILING W/ PULL WIRE

KEYED POWER NOTES

1. PROVIDE POWER/DATA FOR CPU UNIT & GROMMET IN COUNTER AT DESK-TOP MONITOR LOCATION
2. RELOCATE EXIST. POWER LB-56 & PROVIDE DATA FOR WALL-MOUNT MONITOR

MECHANICAL NOTES

1. SEPARATE PUBLIC & STAFF ZONES FOR THERMAL COMFORT OF INDIVIDUALS AT DIFFERENT ACTIVITY LEVELS.

MECHANICAL LEGEND

- ZONE — HVAC ZONED AREA. PROVIDE ADDITIONAL ZONES AS REQUIRED.
- SUPPLY AIR VENT
- RETURN AIR GRILL
- T — THERMOSTAT

WILCO FACILITIES MANAGEMENT

REGISTERED ARCHITECT — PAUL D. GRAHAM — 22047 — STATE OF TEXAS
5/6/25

JESTER ANNEX
VETERAN SERVICES REMODEL
1801 E OLD SETTLERS BLVD. ROUND ROCK, TX 78664

ISSUED: 5/6/25
DRAWN BY: DL
REVISIONS:

ME PLANS
A3.1

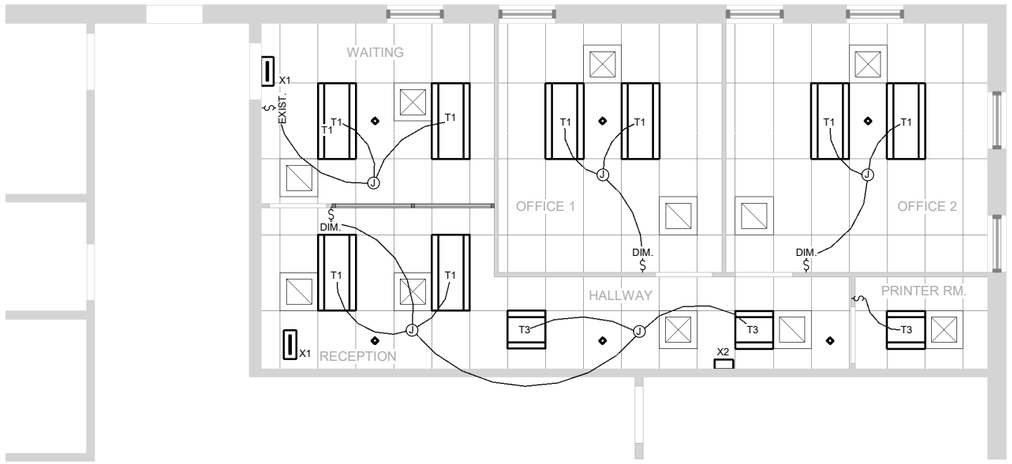
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LIGHTING SCHEDULE

SYMBOL	TYPE	MODEL NO.	MANUFACTURER	LAMP	WATTAGE	COUNT	REMARKS
T1	TROFFER (2x4)	CPX-2X4-AL08-SWW7-M2	LITHONIA	LED	PER TABLE	8	
T3	TROFFER (2x2)	CPX-2X2-AL07-SWW7-M4	LITHONIA	LED	PER TABLE	3	
X1	EXIT SIGN (1-SIDED)	ECRG-H0-RD-M6	LITHONIA	LED	2.8	2	
X2	EMERGENCY WALL LIGHT	ELM2L-M12	LITHONIA	LED	1.09	1	



2 LIGHTING PLAN
1/4" = 1'-0"

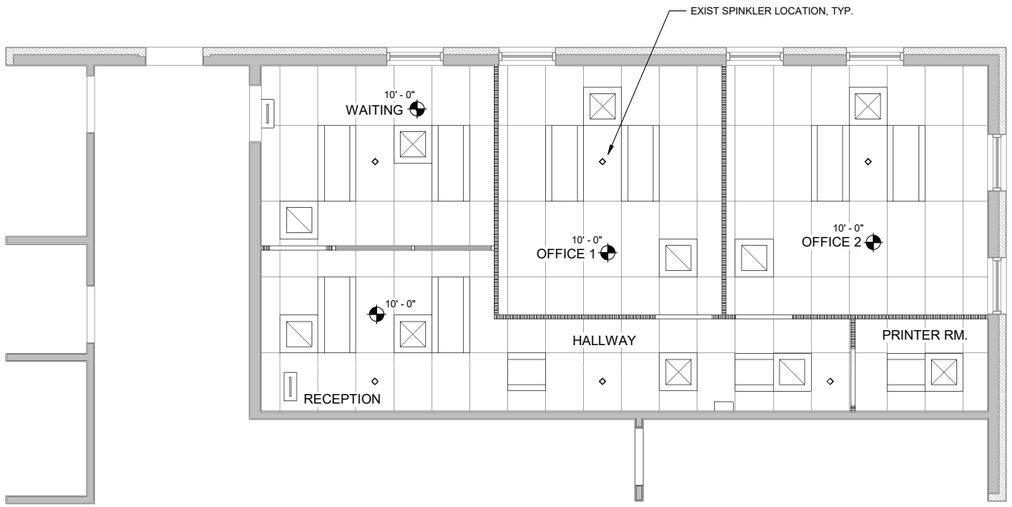
NORTH

LIGHTING NOTES

1. VERIFY & COORDINATE PLACEMENT OF LIGHTING FIXTURES & SWITCHES WITH OTHER TRADES (STRUCTURAL, HVAC, FIRE SPRINKLERS, ETC.). CONSULT MANUFACTURER IF ALTERNATE HOUSINGS ARE REQUIRED.
2. SCHEDULE ACUITY LIGHT PROGRAMMING 30 DAYS AFTER USER GROUP MOVE-IN TO ENSURE PROPER FUNCTION.
3. REFER TO SPECIFICATIONS FOR ADDITIONAL INFORMATION.
4. ONE WHIP PER LUMENAIRE

LIGHTING LEGEND

- 2'x4' TROFFER
- 2'x2' TROFFER
- SWITCH
- EXIT SIGN
- EMERGENCY LIGHT
- SPRINKLER HEAD (REFERENCE LOCATION)



1 REFLECTED CEILING PLAN
1/4" = 1'-0"

NORTH

CEILING PLAN NOTES

1. CEILING HEIGHTS GIVEN ARE TO FACE OF FINISH.
2. VERIFY AND COORDINATE PLACEMENT OF LIGHTING W/ OTHER TRADES (STRUCTURAL, HVAC, FIRE SPRINKLERS, ETC.). CONSULT MANUFACTURER IF ALTERNATE HOUSINGS ARE REQ'D.
3. REFER TO SPECIFICATIONS FOR ADDITIONAL INFORMATION.

CEILING PLAN LEGEND

- LAY-IN ACOUSTICAL CEILING
- 5/8" GYP. BOARD CEILING
- SUPPLY AIR DIFFUSER
- RETURN AIR GRILL

WILCO FACILITIES MANAGEMENT

REGISTERED ARCHITECT
22047
STATE OF TEXAS
5/6/25

JESTER ANNEX
VETERAN SERVICES REMODEL
1801 E OLD SETTLERS BLVD. ROUND ROCK, TX 78664

ISSUED: 5/6/25
DRAWN BY: DL
REVISIONS:

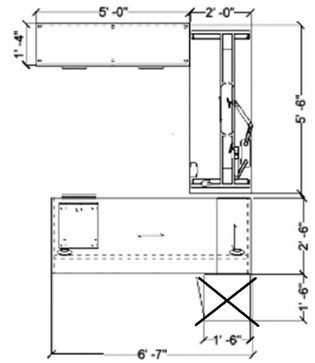
CEILING PLANS
A4.1

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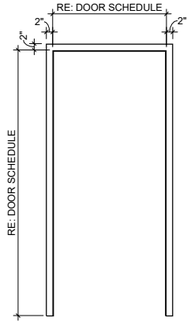
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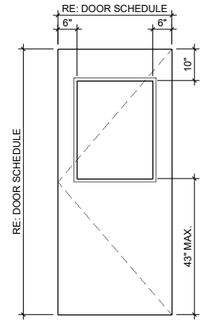
1 FURNITURE SYSTEMS DETAIL
1/4" = 1'-0"



FRAME TYPE - F1

HOLLOW METAL FRAME
PAINT FINISH *

** SELECT TO MATCH EXISTING FACILITY*



DOOR TYPE - D1

NEW, FLUSH, SOLID CORE, WOOD DOOR

MATCH ADJACENT FINISH

FURNISH WITH ¼" THICK, CLEAR VIEW LITE IN METAL FRAME

SECURITY NOTES

1. CONTRACTOR IS RESPONSIBLE FOR CONTINUOUS SECURITY AT AFFECTED OPENINGS FOR THE DURATION OF THE CONSTRUCTION CONTRACT. COORDINATE SECURITY STATUS CHANGES W/ PROJECT MANAGER & USER-GROUP PRIOR TO IMPLEMENTING CHANGES.
2. PROVIDE CYLINDERS TO MATCH GRAND MASTER KEY SYSTEM FOR THIS FACILITY.
3. CORES & KEYS SHALL BE FURNISHED BY OWNER

DOOR SCHEDULE NOTES

1. REFER TO SPECIFICATIONS FOR ADDITIONAL INFORMATION.
2. HARDWARE SHALL MEET REQUIREMENTS OF ANSI A117.1.
3. RAISED THRESHOLDS AT DOORWAYS SHALL NOT EXCEED ½-IN. FLOOR LEVEL CHANGES GREATER THAN ¼-IN. AT DOORWAY SHALL BE BEVELED WITH A SLOPE NOT GREATER THAN (1) UNIT VERTICAL AND (2) UNITS HORIZONTAL.
4. EGRESS DOORS SHALL BE READILY OPERABLE FROM THE EGRESS SIDE WITHOUT USE OF A KEY OR SPECIAL KNOWLEDGE OR EFFORT & SHALL UNLOCK IN ONE MOTION.
5. ACCESSIBLE DOORS SHALL BE OPERABLE W/ HARDWARE DESIGNED TO PROVIDE PASSAGE WITHOUT REQUIRING THE ABILITY TO GRASP THE OPENING HARDWARE. UNLATCHING OF EGRESS DOORS SHALL NOT REQUIRE MORE THAN (1) OPERATION.
6. HARDWARE FOR ACCESSIBLE DOOR PASSAGE SHALL BE CENTERED BETWEEN 30-IN. TO 44-IN. ABOVE FINISHED FLOOR.
7. DOOR OPENING FORCES SHALL BE AS ALLOWABLE BY T.A.S.

DOOR SCHEDULE

DOOR NUMBER	SIZE			DOOR		FRAME		HARDWARE SET	FIRE RATING	REMARKS
	H	W	T	TYPE	MAT'L.	TYPE	MAT'L.			
0A	7' - 0"	3' - 0"	0' - 1 3/4"	D1	WOOD	F1	MTL.	OFFICE		MATCH ADJACENT MATERIALS
1A	7' - 0"	3' - 0"	0' - 1 3/4"	D1	WOOD	F1	MTL.	OFFICE		MATCH ADJACENT MATERIALS
2A	7' - 0"	3' - 0"	0' - 1 3/4"	D1	WOOD	F1	MTL.	OFFICE		MATCH ADJACENT MATERIALS
3A	7' - 0"	3' - 0"	0' - 1 3/4"	D1	WOOD	F1	MTL.	STORAGE		MATCH ADJACENT MATERIALS

WILCO FACILITIES MANAGEMENT

REGISTERED ARCHITECT
22047
STATE OF TEXAS
5/6/25

JESTER ANNEX
VETERAN SERVICES REMODEL
1801 E OLD SETTLERS BLVD. ROUND ROCK, TX 78664

ISSUED: 5/6/25
DRAWN BY: THJ
REVISIONS:

DETAILS
A9.1

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CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1327162

Date Filed:
06/20/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
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.
Coop Contract #OMNIA R200107
Construction of Veterans Services Remodel

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 David Boram, and my date of birth is [redacted].

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

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

Executed in Harris County, State of Texas, on the 20th day of June (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:
2025-1327162

Date Filed:
06/20/2025

Date Acknowledged:
06/23/2025

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.

Coop Contract #OMNIA R200107
Construction of Veterans Services Remodel

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 **51.**

Meeting Date: 07/01/2025

Approval of Agreement for Commissioning Services with NV5 Consultants, Inc. utilizing 25RFSQ7 - MEPFC pool 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 awarding RFSQ #25RFSQ7 to NV5 Consultants, Inc. for Commissioning Services of the Williamson County Juvenile Justice Center Addition to the not-to-exceed amount of Four Hundred Seventy-Two Thousand Seven Hundred Thirteen Dollars ($472,713.00) and authorize execution of the agreement, the funding source is P578.

Background

NV5 Consultants, Inc. is recommended for award through the 25RFSQ7 - MEPFC pool, which established a pre-qualified consultant pool to be contracted on an as-needed basis on Pool CC 1/7/25 Agenda Item #32. NV5 Consultants, Inc. is recommended for this project following a project specific evaluation of the firms from the 25RFSQ7 pool. NV5 Consultants, Inc. received the highest score for this project. This Agreement for Commissioning Services between Williamson County and NV5 Consultants, Inc. is to provide Commissioning Services to evaluate the design, performance and operation of the Williamson County Juvenile Justice Center Addition including electrical, plumbing, HVAC, controls, security, fire alarm, smoke control, and building envelope. Williamson County Juvenile Justice Center Addition is located at 200 Wilco Way, Georgetown, TX 78626. Contract Audit and General Counsel reviewed. A detailed scope of work is attached. The funding source is P578, and the point of contact is Christy Matoska.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Commissioning Services Agreement

Form 1295 NV5 Consultants, Inc. Complete

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	06/26/2025 07:00 AM
County Judge Exec Asst.	Andrea Schiele	06/26/2025 09:50 AM
Form Started By: Michelle McKinney		Started On: 06/23/2025 11:46 AM
Final Approval Date: 06/26/2025		

AGREEMENT FOR COMMISSIONING SERVICES

PROJECT: **Juvenile Justice Center Addition** ("Project")

COMMISSIONING PROVIDER: **NV5 Consultants, Inc.** ("CxP")
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 COMMISSIONING 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 CxP.

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 commissioning providers; and

WHEREAS, County intends to **have Commissioning provider evaluate the performance, design and operation of the Williamson County Juvenile Justice Center Addition including electrical, plumbing, HVAC, controls, security, fire alarm, smoke control, and building envelope**; and

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

WHEREAS, CxP represents that it is qualified and desires to perform such services;

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

ARTICLE 1
SCOPE OF AGREEMENT

CxP agrees to perform professional services in connection with the Project as stated herein, and for having rendered such services, County agrees to pay to CxP 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 CxP 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 CxP; however, any and all such information shall remain the property of County and shall be returned, if County so instructs CxP.

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.
CxP warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for CxP, 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.
CxP must sign the Debarment Certification enclosed herewith as **Exhibit E**.

3.3 Financial Interest Prohibited.
CxP covenants and represents that CxP, 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, CxP shall review professional design and engineering plans 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. CxP shall also serve as County's professional commissioning provider in those phases of the Project to which this Agreement applies and will consult with and give advice to County during the performance of CxP's services.

4.2
CxP 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, CxP 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.
CxP shall not commence work until CxP 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.

CxP 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 CxP, County shall pay to CxP up to **Four Hundred Seventy-Two Thousand Seven Hundred Thirteen Dollars ($472,713.)** 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 CxP 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.

CxP 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 CxP without markup. Reimbursable Expenses are in addition to compensation for Basic and Additional Services and must not exceed **Four Thousand Seven Hundred Twenty-Seven Dollars ($ 4,727.)**.

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 CxP shall receive, under a negotiated, written Supplemental Agreement, Additional Services compensation based upon invoices of percentage completion.

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

It is expressly understood and agreed that CxP 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, CxP 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**, CxP 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 CxP 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 CxP of the responsibility of correcting any errors or omissions resulting from CxP's negligence.

Upon submittal of the initial invoice, CxP 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 CxP 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. CxP 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 CxP 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 CxP 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 CxP 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 CxP 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 CxP 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.

CxP'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

CxP shall have the right, from time to time, to change CxP'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 CxP under this Agreement, CxP'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 CxP's Designated Representative on behalf of CxP 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 CxP's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision, or determination hereunder by CxP's Designated Representative shall be binding on CxP. CxP's Designated Representative shall have the right to modify, amend, and execute Supplemental Agreements on behalf of CxP.

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 CxP 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

CxP: 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

CxP 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. CxP 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 CxP, conferences shall be provided at CxP'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 CxP 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 CxP to determine corrective action required.

CxP 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 CxP 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**. CxP 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 CxP WORK PRODUCT

13.1 Review Process.
CxP'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 CxP and supporting documents (collectively referred to hereinabove and hereinafter as the "CxP Work Product(s)"), shall be submitted by CxP 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 CxP 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 CxP 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 CxP and County's technical review process will begin.

If the submission is not Complete, County will notify CxP, 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 CxP work product, which is not specifically called-out by CxP as a pending coordination item, the work product will be returned to CxP along with written email notification which may describe preliminary deficiencies discovered and may reference the terms of **Paragraph 13.1.3** of this Agreement. CxP 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 CxP indicating specific deficiencies for correction. County will also issue a notice for CxP to deduct **One Thousand Dollars ($ 1,000)** from the CxP 's Basic Fee on the next invoice for each occurrence until the Basic Services are Accepted.

13.1.4 Final Approval.
After Acceptance, CxP 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 CxP Work Product.

CxP shall make, without expense to County, such revisions to CxP Work Product as may be required to correct negligent errors or omissions so CxP Work Product meets the needs of County, but after the approval of CxP Work Product any revisions, additions, or other modifications made at County's request which involve extra services and expenses to CxP shall entitle CxP to additional compensation for such extra services and expenses; provided, however, CxP hereby

agrees to perform any necessary corrections to CxP Work Products which are found to be in negligent error or omission as a result of CxP's development of CxP Work Product, at any time, without additional compensation. If it is necessary, due to such error or omission by CxP, to revise any CxP Work Product in order to make the Project constructible, CxP shall do so without additional compensation. In the event of any dispute over the classification of CxP's Work Products as Complete, Accepted, or Approved under this Agreement, the decision of County shall be final and binding on CxP, 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 CxP.

CxP'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 CxP 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 CxP'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 CxP **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**, CxP shall have the option of terminating this Agreement and, in the event, CxP 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 CxP 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 CxP shall be grounds for termination of this Agreement, and any increased costs arising from CxP's default, breach of contract, or violation of contract terms shall be paid by CxP.

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 CxP, as a consequence of failure by CxP 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 CxP, upon not less than **thirty (30) days** written notice to CxP.

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 CxP. In determining the value of the Basic Services performed by CxP 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 CxP defaults in the performance of this Agreement or if County terminates this Agreement for fault on the part of CxP, then County shall give consideration to the actual costs incurred by CxP 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 CxP to fulfill its contractual obligations, then County may take over the Project and prosecute the Basic Services to completion. In such case, CxP shall be liable to County for any additional and reasonable costs incurred by County.

CxP shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by CxP 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 "CxP Work Products") prepared by CxP 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 CxP'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 CxP.

By execution of this Agreement and in confirmation of the fee for services to be paid under this Agreement, CxP 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 CxP. CxP 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 CxP or anyone connected with CxP, including agents, employees, Engineers or subcontractors/ subconsultants. All documents so lost or damaged shall be replaced or restored by CxP without cost to County.

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

Prior to CxP providing to County any CxP Work Products in electronic form or County providing to CxP any electronic data for incorporation into CxP Work Products, County and CxP shall, by separate written agreement, set forth the specific conditions governing the format of such CxP Work Products or electronic data, including any special limitations not otherwise provided in this Agreement. Any electronic files are provided by CxP 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 CxP, the electronic copy shall prevail. Only printed copies of documents conveyed by CxP shall be relied upon.

CxP shall have no liability for changes made to the drawings by other consultants subsequent to the completion of the Project.

ARTICLE 18
PERSONNEL, EQUIPMENT, AND MATERIAL

CxP 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 CxP shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of CxP 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. CxP 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. CxP may not change the Project Manager without prior written consent of County.

ARTICLE 19
SUBCONTRACTING

CxP 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 CxP 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.

CxP 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, CxP 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. CxP shall furnish County with satisfactory proof of its compliance.

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

21.2 Taxes.

CxP 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

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

CXP 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 CXP'S FAILURE TO PAY CXP'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS AGREEMENT BY CXP.

CXP 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 CXP IN THE PERFORMANCE OF THIS AGREEMENT.

THE LIMITS OF INSURANCE REQUIRED IN THIS AGREEMENT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT CXP'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 CXP IS NOT LEGALLY LIABLE, CXP'S OBLIGATIONS SHALL BE IN PROPORTION TO CXP'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 CXP OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY OR INDIRECTLY EMPLOYED BY CXP, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS IN THE CONSTRUCTION DOCUMENTS OR IN THE ADMINISTRATION OF THIS AGREEMENT BY CXP OR ANY OF ITS EMPLOYEES

OR ANY PERSON, FIRM OR CORPORATION DIRECTLY OR INDIRECTLY EMPLOYED BY CXP, 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 CXP AT COUNTY'S COST. CXP SHALL ALSO HOLD COUNTY HARMLESS AND INDEMNIFY COUNTY TO THE EXTENT THAT CXP, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH CXP 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 CXP, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH CXP EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

ARTICLE 23
PROFESSIONAL'S RESPONSIBILITIES

CxP 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 CxP's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of **Article 31**. CxP 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
NOT USED

ARTICLE 25
INSURANCE

CxP must comply with the following insurance requirements at all times during this Agreement:

25.1 Coverage Limits.

CxP, at CxP'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 $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate.

25.1.3
Business Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage of $1,000,000.00 each accident.

25.1.4
Professional Liability Insurance in the amount of $2,000,000.00 per claim and annual aggregate.

25.2 Additional Insureds; Waiver of Subrogation.

"Williamson 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 "Williamson 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.

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

25.4 Commencement of Work.

CxP 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, CxP 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 CxP 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.

Prior to the performance of any services, CxP shall furnish County with a Certificate of Insurance issued by the insurer evidencing the required coverages and terms under this article. The initial Certificate of Insurance is evidenced as **Exhibit F** herein entitled "Certificates of Insurance." As further set out below, CxP shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this Contract until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of CxP hereunder.

25.7 Certificate Holder.

The name of the Certificate Holder in the Certificate of Insurance issued by the insurer shall be as follows:

Williamson County, Texas
C/O: Williamson County Risk Management
301 SE Inner Loop
Georgetown, TX. 78626
Email: coi.submission@wilco.org

25.8 No Arbitration.

It is the intention of County and agreed to and hereby acknowledged by CxP, 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.

25.9 Subcontractor/ Subconsultant's Insurance.

Without limiting any of the other obligations or liabilities of CxP, CxP 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**.

CxP shall obtain and monitor the certificates of insurance from each subcontractor/ subconsultant in order to assure compliance with the insurance requirements. CxP 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.

25.10 Insurance Policy Endorsements.

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

25.10.1
County shall be notified **ten (10) 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, Texas
C/O: Williamson County Risk Management
301 SE Inner Loop
Georgetown, TX. 78626
Email: coi.submission@wilco.org

25.10.2
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.

25.11 Notices by CxP.

CxP shall not cause any insurance to be canceled nor permit any insurance to lapse. In addition to any other notification requirements set forth hereunder, CxP 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.

25.12 Cost of Insurance.

The cost of all insurance required herein to be secured and maintained by CxP shall be borne solely by CxP, 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. CxP 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
CxP'S ACCOUNTING RECORDS

CxP 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. CxP 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. CxP further agrees that County shall have access during normal working hours to all necessary CxP 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 CxP reasonable advance notice of intended audits.

ARTICLE 30
GENERAL PROVISIONS

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

30.2 Force Majeure.
Neither County nor CxP 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 services performed or furnished by CxP and its employees under this Agreement will be the care and skill ordinarily used by members of CxP'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 reviews of opinions of probable Project cost or probable construction cost provided by CxP are made on the basis of information available to CxP and on the basis of CxP's experience and qualifications and represents its judgment as an experienced and qualified professional. However, since CxP 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, CxP does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost CxP 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 CxP 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 CxP), whether or not it results from, or involves, any action or failure to act by CxP or any employee or agent of CxP and which arises in any manner from the performance of this Agreement, CxP 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. CxP shall also immediately send to County a copy of any summons, subpoena, notice, or other documents served upon CxP, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from CxP'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. CxP 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 CxP 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 CxP.

ARTICLE 31
DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and CxP 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 CxP release any material or information developed in the performance of its services hereunder without the express written permission of County.

ARTICLE 35
CxP's REPRESENTATIONS

CxP 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. CxP 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

CxP hereby acknowledges the services to be performed hereunder pertain to a secured correctional facility (Williamson County Jail) and that CxP must ensure that information relating all areas of the Williamson County Jail must not be disclosed to third parties. CxP expressly agrees that its employees, agents, or any other person or entity under contract with CxP including, without limitation, CxP's subconsultants, or any other entity over which CxP 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. CxP 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 CxP including, without limitation, CxP's subconsultants, or any other entity over which CxP exercises

control who need access to information regarding the Williamson County Jail to carry out their obligations under this Agreement. CxP agrees that CxP and its employees, agents, any other person or entity under contract with CxP including, without limitation, CxP's subconsultants, or any other entity over which CxP 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. CxP agrees that all of its employees, agents, any other person or entity under contract with CxP including, without limitation, CxP's subconsultants, or any other entity over which CxP 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 CxP 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.

CxP:
NV5 Consultants, Inc.

By: _____
Signature

Toby Troberman
Printed Name

Senior Vice President
Title

Date Signed: June 17, 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, CxP shall perform the following Basic Services, based on standard commissioning practices:

These services may include, but are not limited to developing commissioning plans, reviewing design documents, inspecting and testing systems, verifying performance, training staff, and documenting results as agreed to by County and CxP.

GENERAL REQUIREMENTS

Design Criteria. CxP shall prepare all work in accordance with the latest version of applicable County's procedures, specifications, manuals, guidelines, standard drawings, and standard specifications.

Right-of-Entry and Coordination. CxP 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, CxP shall not commit acts which would result in damages to private property, and CxP shall make every effort to comply with the wishes and address the concerns of affected private property owners. CxP shall contact each property owner prior to any entry onto the owner's property and shall request concurrence from County prior to each entry.

CxP shall notify County and coordinate on all controls at project interfaces.

CxP shall review 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. CxP shall notify County in writing prior to beginning any services on any outside agency's exhibit.

Progress Reporting. CxP shall submit monthly (at a minimum) a progress status e-mail to County Architect Office (CxA) regardless of whether CxP is invoicing for that month.

CxP shall review the design and estimated construction schedule and provide findings in a format reasonably acceptable to County during project phases prior to the Construction Administration Phase. CxP 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, CxP shall review all electronic

closeout files provided by Contractor and A/E in formats reasonably acceptable to County. Within **three hundred (300) days** of completion of construction of the project, CxP shall provide a list of problems or concerns, suggested improvements, and ongoing commissioning plan in formats reasonably acceptable to County.

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

CxP 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. CxP shall coordinate issues through County's AO. County will communicate, in writing, resolution of issues and provide CxP direction through County's AO.

Level of Effort. CxP 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). CxP shall provide peer review at all levels. For each deliverable, CxP shall maintain evidence of CxP'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 CxP fail to provide the evidence of internal mark-ups. CxP shall clearly label each document submitted for quality assurance as an internal mark-up document.

CxP 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 CxP.

A submittal returned to CxP 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. CxP shall provide an updated schedule showing interim submission date changes to make-up for any lost time. CxP shall not submit an invoice until County accepts the submittal as reasonably complete.

Naming of Electronic Project Files and Organization of Design Project Folders. CxP shall use succinct and understandable file names including project name, document content, and date created (i.e. "*Project_DOCUMENT_yyyy.mm.dd*"). CxP 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 Juvenile Justice Center Addition
200 Wilco Way, Georgetown, TX 78626
P#578

System	Equipment/Subsystem	Qty.	Test Sample	Notes
Building Envelope Cx Witnessing mock-up and filed testing if the following:	Glazing – air water leakage testing	1	N/A	
	Electronic Leak Detection on terrace and decks	1	N/A	
	Air/Vapor Barriers – air/water leakage adhesion testing	1	N/A	
	At or below grade waterproofing field testing	1	N/A	
Division 22 Plumbing				
Domestic Water	Pumps (circulation, recirculation and booster)	2	100%	
	Back-Flow Preventers	1	100%	
	Expansion Tank	1	100%	
	Water Heaters	3	100%	
	Fixtures	200	100%	2
	Mixing Valves	2	100%	
Division 23 Mechanical				
Direct Digital Controls (DDC)	Operator's Workstation	1	100%	
	Head End Equipment	1	100%	
	Networking Equipment	1	100%	
	Operating Sequences	1	100%	1
	Alarms and Trending	1	100%	1
	Point Verification and Meters	1	100%	1
	Software	1	100%	

	Graphics	1	100%	1
	Interface with other systems (fire alarm, power monitoring, lighting control, security, etc.)	1	100%	1
	DDC Panels	1	100%	
Centralized HVAC/Air Distribution	Rooftop units – High Effort	32	100%	
	Makeup Air Units – High Effort	4	100%	
Decentralized HVAC/Air Systems	Exhaust Fans	39	100%	
	Mini Split Units (FCUs including condenser)	6	100%	
	Unit Heaters (gas, electric, cove)	5	100%	
Smoke Control Zones	Fans – SEFs and SSFs	44	100%	
	Smoke Evacuation Systems	14	100%	
	Detection and activation devices	All	100%	2
Division 26 Electrical				
Normal Power Distribution	Grounding System	1	100%	
	Lightning Protection System	1	100%	
	Utility Metering	1	100%	
	Existing Switchboard	1	100%	
	SPDs	8	100%	
	Panelboards	25	100%	
	Low Voltage Transformers	6	100%	
	Exterior Lighting Control	1	100%	
	Interior Lighting Control	5	100%	
Emergency/Critical Power	Generator	1	100%	
	Docking Station	1	100%	
	Automatic Transfer Switches	1	100%	
	UPS	1	100%	

Division 28 Electronic Safety and Security				
Access Control	Access Control	300	100%	2
	Door Control	300	100%	2
Security	Video Management System	4	100%	2
	Security Cameras	272	100%	2
Fire Alarm	Fire Alarm System	2	100%	2
	Smoke Detectors	300	100%	2
	Smoke Duct Detectors	40	100%	2
	Fire and Fire/Smoke Dampers	24	100%	2

Notes:

1. Building automation system control panels, sensors, actuators, valves, and other components will be tested in conjunction with the equipment controlled.
2. Quantities are estimates, assuming changes will occur during construction

Phases 1, 2, 3, 4 – Construction and Acceptance Phase Commissioning:

Task	**Description**	**Deliverable**
Construction Kick-off Meeting	CxP will plan and conduct a commissioning kick off meeting as dictated by the construction schedule. Meet with the Commissioning Team to discuss the commissioning process, expectations for successful commissioning, systems to be commissioned and relationship between Commissioning Authority and all stakeholders.	Meeting Agenda Meeting Minutes
Commissioning Meetings	CxP will conduct up to 30 Commissioning Meetings with the Commissioning Team. Commissioning Meetings will be approximately one hour in duration and will be held in conjunction with Site Observation Visits.	Meeting Agenda Meeting Minutes
IFC Construction Doc Review	CxP will review used to familiarize Commissioning Authority with project design.	Commissioning Requests for Information
Commissioning Plan	CxP will prepare Commissioning Plan that describes the commissioning process, commissioning team roles and responsibilities, and the systems to be commissioned.	Commissioning Plan

Commissioning Activity Duration List	Based on the Commissioning Plan, CxP will prepare a list of activity durations for incorporation into the project construction schedule by the Construction Team.	Commissioning Activity Duration List
Shop Drawing and Submittal Reviews	Based on final construction documents, CxP will prepare a list of selected submittals and shop drawings for review by the Commissioning Authority. CxP will review selected submittals and shop drawings to support the commissioning process. CxP will review to ensure compliance with the commission plan, commissioning specifications, and Owner's Performance Requirements. CxP will provide comments and concerns in writing to the design team and the Owner. Note: Commissioning review does not replace the Design Team responsibility for approval.	Submittal/Shop Drawing Review list Commissioning Requests for Information Commissioning Issues Log
Site Observation Visits	CxP will conduct up to 20 visits in addition to the functional testing trips assumed to the construction site during the Construction and Acceptance Phases to observe construction activities. Specific attention will be given to installation of Fire Suppression; Plumbing; HVAC (including fire/smoke dampers); Integrated Automation; Electrical; Communications; for general conformance with specifications and manufacturer’s installation requirements. Site visits will also be coordinated to witness select equipment start-ups of critical systems and review of completed checklists. Notification of site observation visits will be provided to Operations and Maintenance staff for construction site tours. Attention will be given to discussing equipment and systems including operations and maintenance activities. Items noted by the Operations and Maintenance staff will be entered into the Commissioning Issues Log for action by appropriate parties.	Field Observation Reports Commissioning Issues Log
Commissioning Issues Log	CxP will maintain a Commissioning Issues Log throughout the life of the project. The Commissioning Issues Log will include the date of issue, reference documentation, comment, responsible party, response, and date of closure.	Commissioning Issues Log
Preliminary and Final Pre-functional and Functional Performance Test Development	Based on final construction documents (including applicable changes), and approved submittals, CxP will prepare preliminary Pre-Functional Checklists and Functional Performance Tests for systems to be commissioned. The Pre Functional Checklists will be used to document completion of system, component and/or equipment installation and to determine system readiness for functional testing. The Functional Performance Tests will be used to direct and document systems performance testing. Preliminary Pre-Functional Checklist’s and Functional Performance Tests will be submitted to	Preliminary Pre Functional Checklists issued for review. Preliminary Functional Performance Tests issued for review. Final Pre- Functional Checklists to be completed by the Construction Team. Final Functional

	the Owner, Design Team, and Construction Manager for review and comment. Incorporate owner, operator, design team, and construction team comments into Pre-Functional Checklists and Functional Performance Tests Scope includes one submission of Preliminary Pre-Functional Checklist's and Functional Performance Tests for each commissioned system. Scope includes one submission of the final version of the Pre-functional Checklists and Functional Performance Tests.	Performance Tests for use by commissioning authority to direct and document systems performance testing.
Equipment Start-Up plan reviews	Based on final construction documents, CxP will prepare a list of selected equipment startup plans for review by the Commissioning Authority. Review selected Equipment startup plans to support the commissioning process. CxP will review will be for the purpose of ensuring operational parameters and training requirements will be met. Reviews will focus on the ability to commission the systems, maintainability and general conformance to owner's requirements. Commissioning review does not replace the Design Team responsibility for approval.	Equipment Start Up plan review list Commissioning Issues Log
TAB report review	CxP will review test and balance Report prepared by test and balance vendor following system air and water balancing. Review will be focused on test and balance results that affect system performance and/or commissioning. Specific attention will be given to equipment installation and operational issues identified by the test and balance vendor. The Commissioning Authority will review selected daily field notes and/or preliminary reports prepared by the test and balance agency during work in progress. The Commissioning Authority will review the Final test and balance Report concurrently with review by the design Engineer. The Commissioning Authority will spot-check selected test and balance readings to verify report accuracy. These spot-checks will be coordinated with scheduled Construction Observation visits.	TAB Report review and test and balance spot-check comments to the Owner and design team. Commissioning Issues Log update
Review Completed Pre-Functional Checklists	The Contractor typically, as part of the quality control program, completes the Pre Functional Checklists prepared by the Commissioning Authority. The Pre Functional Checklists will document both static inspection efforts and disciplined equipment start up testing. The Commissioning Authority will spot check selected Pre Functional Checklists to verify the Contractor's documentation. Reviews will be conducted during scheduled Site Observation visits.	Commissioning Issues Log Update
Review of Operations and Maintenance Manuals	Based on final construction documents, CxP will prepare a list of selected Operations and Maintenance documents for review by the Commissioning Authority. Review selected Operations and Maintenance documents to support	Operations and Maintenance Manual Review List Operations and Maintenance review

	the commissioning process. Reviews will focus on the content and format. Commissioning review does not replace the Design Team responsibility for approval.	comments to the Owner and commissioning team
Functional Performance Test Execution	Commissioning Authority shall direct, facilitate, and document all Functional Performance testing performed by the contractors. The Commissioning Authority will analyze trend logs of data acquired prior to or during testing. Functional testing is expected to be completed prior to, or shortly after substantial completion of construction activities. We assume the majority of Functional Testing activities to occur within the last 8 months of the project.	Functional Performance Tests Commissioning Issues Log Updates
Integrated System Test Execution	Commissioning Authority shall direct, facilitate, and document integrated systems testing performed by the contractors. The test effort will include preliminary coordination meetings and test development to implement an Integrated building (Pull-the-plug) test of the entire building with no manual operation or intervention. Integrated Systems testing is expected to be completed after all other functional tests have been completed.	Integrated Systems Test Commissioning Issues Log Updates
Final Commissioning Report	CxP will compile a comprehensive commissioning report documenting all commissioning activities, including but not limited to: - Commissioning scope - Commissioning plan - Document reviews: Design, Submittal and Operations and Maintenance manual, test and balance comments, etc - Training record - Pre Functional Checklists - Test methods and results (Functional Performance Tests) - Commissioning Issues Log - Outstanding commissioning actions	Final Commissioning Report
Building Envelope: Review of Shop Drawing and Submittals	Based on final construction documents, CxP will prepare a list of selected building envelope submittals and shop drawings for review by the Commissioning Authority. Review selected submittals and shop drawings to support the commissioning process. Review to ensure compliance with the commissioning plan, commissioning specification, and Owner's Performance Requirements. Provide comments and concerns in writing to the design team and the Owner. *Commissioning review does not replace the Design Team responsibility for approval.*	Submittal Review Checklist Commissioning Requests for Information Commissioning Issues Log Update

Building Envelope: Functional Performance Test Witness	CxP will direct, facilitate, and document all Functional Performance testing. Functional Performance Testing shall be directed by the Commissioning Authority and performed by the contractors.	Functional Performance Tests Commissioning Issues Log Updates
Building Envelope: Commissioning Issues Log	CxP will update the Commissioning Issues Log throughout the life of the project to document required building envelope items such as commissioning design review comments, all commissioning issues and actions, as well as resolution of all items. The Commissioning Issues Log will include recommended responsible party, status of issue, and resolution of all items.	Commissioning Issues Log
Building Envelope: Final Commissioning Report	CxP will update the commissioning report to include documenting all building envelope commissioning activities, including but not limited to: - Commissioning scope - Commissioning plan - Document reviews: Design, Submittal and Operations and Maintenance manual, etc - Training record - Pre Functional Checklists - Test methods and results (Functional Performance Tests) - Commissioning Issues and Resolutions Log - Outstanding commissioning action items and issues	Commissioning Report

Phase 5 – Post Substantial Completion Commissioning

Task	**Description**	**Deliverable**
Final Commissioning Report Amendment	CxP will amend Final Commissioning Report to document the post Substantial Completion commissioning activities.	Amendment to Final Commissioning Report
Deferred and / or seasonal testing	CxP will direct testing that was deferred due to lack of system readiness or for seasonal requirements. Testing will be conducted in accordance with Functional Test Plans. Testing support will be required from the Building Automation System Vendor and owner. CxP will assume this testing will be performed during a Two-day site visit approximately six months after initial systems testing.	Functional Performance Tests Commissioning Issues Log Updates

Post-Occupancy Warranty Checkup and review of Significant Outstanding Issues	CxP to return to the project approximately 10 months after substantial completion to review the building operation with the facility occupants and Operations and Maintenance staff, and to discuss outstanding issues related to commissioning. Provide suggestions for improvements to systems operations. Assist facility staff in developing warranty claims, documents and requests for service to remedy outstanding problems. Meet with the client to review the results on the Post-Occupancy Warranty Checkup and to review significant outstanding issues. Work with the client to develop a Corrective Action Plan to resolve these issues. CxP will assume this will be performed during a Two-day site visit approximately 10 months after substantial completion.	Meeting Agenda Meeting Minutes Commissioning Issues Log Updates

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 - PROJECT REQUIREMENTS

Upon receipt of written Notice to Proceed, CxP shall accomplish the following:

A. Investigate site/facility and verify known or existing conditions in occupied and existing buildings.

B. Clearly define Owner's Performance Requirements (OPR).

C. Develop and provide a comprehensive commissioning plan outlining the procedures, timelines, and responsibilities for each phase of the process.

D. 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.

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

F. Provide reports in accordance with County's Commissioning Guide.

Phase II - DESIGN PHASE COMMISSIONING

Upon County acceptance of previous phase, CxP shall proceed with the following:

A. Review project requirements and preliminary design documents, including modification of specifications regarding commissioning.

B. Review 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. Review design documents at 30%, 60%, and 90%. Verify that the construction meets the design specifications and the commissioning plan.

D. Review complete plans, specifications and engineering calculations setting forth in detail the work required for the architectural, structural, civil, mechanical, plumbing, electrical, landscaping and irrigation, and site work.

E. Provide deliverables in accordance with County's Commissioning Gude.

Phase III - CONSTRUCTION PHASE COMMISSIONING

Upon County acceptance of previous phase, CxP shall proceed with the following:

A. Review submittals with County, including site observations and witnessing installation of critical systems.

B. Develop checklists for equipment and functional testing requirements based on approved submittals.

C. Review RFI and change order logs and submittals. Report deficiencies to County.

D. 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 design phases.

E. Verify pre-functional checklists are completed to identify potential issues or discrepancies.

F. Provide deliverables in accordance with County's Commissioning Guide.

Phase IV – STARTUP AND TESTING

Upon County acceptance of previous phase, CxP shall proceed with the following:

A. Perform functional tests to ensure system operating as designed, including test and balance verification. Static inspection (field verification) of components and systems

B. Collaborate with County, design team and contractor to address any systems not performing as designed.

C. Provide deliverables in accordance with County's Commissioning Guide.

Phase V – ACCEPTANCE

Upon County acceptance of previous phase, CxP shall proceed with the following:

A. Review with County initial functional performance testing, integrated functional performance testing (performance verification), deficiency resolution tracking. Review as-built drawings for completeness.

B. Prepare comprehensive report documenting the entire processing, including test results, findings, and recommendations.

C. Maintain thorough documentation throughout the process, including checklists, reports, and training materials.

D. Review O&M manuals and systems manuals

E. Deliver commissioning report

F. Review warranties and plan for seasonal testing:

   a. Review outstanding issues

   b. Review building optimization needs

   c. Determine required deferred testing

   d. Develop lessons learned presentation/ report

G. 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.

H. Provide deliverables in accordance with County's Commissioning Guide.

Phase VI – WARRANTY PHASE

Upon County acceptance of previous phase, CxP shall perform the following services:

A. 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.

B. Collaborate with County, design team and contractor to ensure the equipment, material, and workmanship meets the specifications.

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

D. Perform opposite season testing events. Opposite season testing to be determined.

E. Accompany County on Warranty Inspection to determine if project is meeting County's original County's Performance Requirements (OPR) and that all supplier and manufacturer warranties remain in force.

F. Provide deliverables in accordance with County's Commissioning Guide.

EXHIBIT B

FEE SCHEDULE

This schedule indicates fees by Phase of the Basic Fee:			**$ 472,713**	100%
90%	**NV5 Consultants, Inc.**		**$ 424,201**	
10%	**Allana Buick & Bers, Inc. (ABB)**		**$ 48,512**	
Phase I - PROJECT REQUIREMENTS			**$ 13,597**	3%
	NV5 Consultants, Inc.		$ 10,775	
	Allana Buick & Bers, Inc. (ABB)		$ 2,822	
Phase II - DESIGN PHASE COMMISSIONING			**$ 10,657**	2%
	NV5 Consultants, Inc.		$ 9,069	
	Allana Buick & Bers, Inc. (ABB)		$ 1,588	
Phase III - CONSTRUCTION PHASE COMMISSIONING			**$ 118,530**	25%
	NV5 Consultants, Inc.		$ 93,478	
	Allana Buick & Bers, Inc. (ABB)		$ 25,052	
Phase IV & V - STARTUP, TESTING, and ACCEPTANCE			**$ 308,312**	65%
	NV5 Consultants, Inc.		$ 289,262	
	Allana Buick & Bers, Inc. (ABB)		$ 19,050	
Phase VI - WARRANTY PHASE			**$ 21,617**	-
	NV5 Consultants, Inc.		$ 21,617	
	Allana Buick & Bers, Inc. (ABB)			

EXHIBIT C

PRODUCTION SCHEDULE

A/E agrees to complete the professional Commissioning services called for in **Exhibit A** of this Agreement within **One thousand seventy eight (1078) 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 seven (7) calendar days.

Agreement Execution Date	**06/24/25**
Phase I - PROJECT REQUIREMENTS	
Provide OPR (Owner's Performance Requirements)	07/24/25
Provide comprehensive commissioning plan	08/14/25
County written authorization to proceed to next phase	08/21/25
Phase II - DESIGN PHASE COMMISSIONING	
Develop pre-functional checklists for equipment/testing requirements	09/12/25
Review design documents	10/17/25
County written authorization to proceed to next phase	10/24/25
Phase III - CONSTRUCTION PHASE COMMISSIONING	
Start of submittal reviews	11/13/25
Verify pre-functional checkslists are completed	01/12/26
County written authorization to proceed to next phase	04/22/26
Phase IV -STARTUP, TESTING and ACCEPTANCE	
Perform functional testing, including test and balance verification	04/05/27
Review the completed Testing Reports	04/30/27
County written authorization to proceed to next phase	05/07/27
Phase VI - WARRANTY PHASE	

Review documents for conformance to the OPR.	05/27/27
Complete opposite season testing events.	06/06/27
Conduct One-year Warranty inspection.	05/07/28

Update the Final Cx Report to incorporate findings/activities

All services shall be complete on, or before:	**06/06/28**

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.

NV5 Consultants, Inc.

Signature of Certifying Official

Toby Troberman
Printed Name of Certifying Official

Senior Vice President
Title of Certifying Official

June 17, 2025
Date

2. Where the PROVIDER is unable to certify to any of the statements in this certification, such PROVIDER shall attach an explanation to this certification.

* federal, state, or local

SUBSCRIBED and sworn to before me, the undersigned authority, by _____ (Signatory Name)

the _____ (Signatory Title) of _____ (Entity Name), on behalf of said firm.

_____
Notary Public in and for the
State of Texas

My commission expires: _____

EXHIBIT F

CERTIFICATES OF INSURANCE

CxP and Subconsultant Certificates of Insurance attached:

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1323152

Date Filed:
06/11/2025

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.

Juvenile Justice Center Add
Whole 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) (country)

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

Executed in Travis County, State of Texas, on the 11 day of 06 (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:
2025-1323152

Date Filed:
06/11/2025

Date Acknowledged:
06/20/2025

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.

Juvenile Justice Center Add
Whole 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 **52.**

Meeting Date: 07/01/2025

Approval of First Renewal – Contract #23RFP64 for Standby Generator and Automatic Transfer Switch with Austin Generator Service for Facility Management

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action to authorize the first renewal of Contract #23RFP64 – Standby Generator and Automatic Transfer Switch with Austin Generator Service, including a price increase within the 25% limit, and continuing under the same terms and conditions for the 12-month period of October 1, 2025, through September 30, 2026.

Background

Discuss and take appropriate action to authorize the first renewal of Contract #23RFP64 with Austin Generator Service for standby generator and automatic transfer switch services for county facilities. Contract #23RFP64 was originally awarded to Austin Generator Service and approved by the Commissioners Court on October 1, 2023, under Agenda Item #47, with a contract term through September 30, 2025. The vendor has provided satisfactory service during the initial term. This is the first renewal and includes a price adjustment that remains within the 25 percent threshold allowed under county procurement policy. All other terms and conditions of the original contract will remain unchanged for the renewal period, which runs from October 1, 2025, through September 30, 2026. Funding sources are as follows: 01.0100.0509.004500– 01.0507.0507.004510. Department points of contacts: Shantil Moore.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Renewal 1

1295 document

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	06/26/2025 06:36 AM
County Judge Exec Asst.	Andrea Schiele	06/26/2025 09:43 AM
Form Started By: Cheryl Johnson		Started On: 06/13/2025 02:55 PM
Final Approval Date: 06/26/2025		

WILCO PURCHASING

Summary of Price Change Amendment Williamson County Contract

Contract Number:	23RFP64	**Department:**	Facilities Management
Vendor Name:	GenServe / Austin Generator Service		
Purpose/Intended Use of Product or Service (summary):			
Standby Generator and Automatic Transfer Switch Preventative Maintenance, Repair, and Rental Services			
Type of Contract:	RFP	**Start Date:**	October 01, 2025
Purchasing Contact:	Cheryl Johnson	**End Date:**	Sept 30, 2026
Department Contact:	Shantil Moore		

- **Williamson County wishes to increase/decrease pricing as per the attached detailed documentation. All other terms and conditions remain without change.**
- PLEASE INCLUDE THE FOLLOWING:
  - COMPLETED 1295 FORM; AND
  - RENEWED INSURANCE CERTIFICATE IF IT WAS REQUIRED IN BID/PROPOSAL.

Renewal Option Period 1 **October 01, 2025--September 30, 2026**
Initial Contract Period **October 01, 2023-- September 30, 2025**

BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET FORTH AS STATED ABOVE

Vendor GenServe

Name Ronnie Lane

Title Sales Manager

Signature

Date 6/16/2025

Williamson County, 710 Main St., Georgetown, TX 78626

Williamson County Authorized Signature

Signature

Date

Reviewed by Contract Audit
SARA GREER, CGAP
Contract Auditor
Williamson County Auditor's Office
Date: Jun 25 2025 Time: 10:22 am

Respondent Name: Respondent Name: GenServe - 23RFP64 Renewal # 1- FY 26

Quarterly, annual and triennial inspections; generator locations; and Unit Price Bidding Sheet:
Williamson County has the option to add facilities/generators to this Contract that are similar in scope, at the contract rates.
The facilities are listed below:

#	Facility Name & Address	Make/Model/Serial #, KW, Fuel Type	Quarterly Inspection Cost*	Quarterly & Annual Inspection Cost**	Quarterly & Annual Inspection & Triennial Cost***	Annual Fuel Testing	Generator Site Visit @ Bid Yes/No	Bldg Code
1	Radio Tower – **Back up** site 151 Carlson Cove Rd. Georgetown	Generac Model # SD020, Serial # 2026078 20kw Diesel	$ 210.00	$ 965.00	$ 3,149.00	$ 250.00	Yes	
2	Radio Tower – **Prime** - Georgetown 1058 Rabbit Hill Rd. Georgetown	Gillette Model #SPD-1000-3-2-2, Serial # UB-14-300 100kw Diesel	$ 225.00	$ 1,225.00	$ 3,965.00	$ 250.00	Yes	
3	Radio Tower – **Cedar Park** 1900 Cougar Country, Cedar Park	Generac Model #DSSD080IDDL, Serial #3005599761 80kW Diesel	$ 225.00	$ 1,170.00	$ 3,954.00	$ 250.00	Yes	
4	Radio Tower – **Liberty Hill** 5251-A County Road 200, Liberty Hill	Generac Model # DSSD080IDDL, Serial # 3008742620 80kW Diesel	$ 225.00	$ 1,170.00	$ 3,954.00	$ 250.00	Yes	
5	Radio Tower – **Thrall** 7800 County Road 424, Thrall	Generac Model # DSSD080IDDL, Serial # 3011420209 80kW Diesel	$ 225.00	$ 1,170.00	$ 3,954.00	$ 250.00	Yes	
6	Radio Tower – **Florence** 1000 FM 970, Florence	Generac Model #SD080, Serial #3003982057 80kW Diesel	$ 225.00	$ 1,170.00	$ 3,954.00	$ 250.00	Yes	
7	Radio Tower – **HCWT** – Round Rock 2899 High County Blvd, Round Rock	Generac Model #SD0080, Serial #2115239 80kW Diesel	$ 225.00	$ 1,170.00	$ 3,954.00	$ 250.00	Yes	
8	Radio Tower – **Tower Road** 2141 Tower Rd, Liberty Hill	Generac Model #SD0080, Serial #2113951 80kW Diesel	$ 225.00	$ 1,170.00	$ 3,954.00	$ 250.00	Yes	
9	Radio Tower - **Granger** 5690 County Road 327, Granger	Generac Model #SD0080, Serial #8678531 80kW Diesel	$ 225.00	$ 1,170.00	$ 3,954.00	$ 250.00	Yes	
10	Radio Tower - **Taylor** 104 Old Coupland Road, Taylor	Generac Model #SD0080, Serial #8178963 80kW Diesel	$ 225.00	$ 1,170.00	$ 3,954.00	$ 250.00	Yes	
11	Radio Tower – **Cedar South Park** 1302 Fire Lane, Cedar Park	Generac Model #SD0080, Serial #8923199 80kW Diesel	$ 225.00	$ 1,170.00	$ 3,954.00	$ 250.00	Yes	

GENERATOR RENTAL RATES - As Needed***

#	Generator Size	Daily	Weekly	Monthly
1	35 KW	$ 950.00	$ 1,420.00	$ 2,595.00
2	200 KW	$ 1,890.00	$ 2,840.00	$ 5,970.00
3	400 KW	$ 2,350.00	$ 3,860.00	$ 8,300.00
4	1000 KW	N/A	$ 9,750.00	$ 22,500.00
5	1500 KW	N/A	$ 10,660.00	$ 28,150.00

#	Cables	Daily	Weekly	Monthly
1	4/0 Cable, 50' Length	$ 50.00	$ 75.00	$ 125.00
2	4/0 Female Pigtails	$ 12.00	$ 25.00	$ 50.00
3	4/0 Male Pigtails	$ 12.00	$ 25.00	$ 50.00

* Performed three (3) times per year in 1st, 3rd, & 4th quarters
** Performed once per fiscal year and includes quarterly inspection completed in the 2nd quarter
*** Performed once during the 2nd quarter every third year with first service in 2024 or FY24
**** Indicate Yes (Y) or No (N) in dedicated column for each listed generator. If site visit occurred prior to bid submission
***** Pricing includes mobilization, delivery, hook-up, disconnect, and pick-up fees.

ADDITIONAL SERVICES - Labor and Material for Remedial Repairs*

Labor Rate for Service	Hourly Rate
Normal Work Hours - Remediate Repairs	$ 180.00
Overtime Hours - Outside of normal working hours	$ 270.00

Materials - Remedial Repairs	
Materials not covered under scheduled service:	
*	Contractor may invoice for parts and materials on a cost-plus basis. The contactor may invoice at 30 % markup.
**	Contractor may invoice for equipment rental on a cost-plus basis. The contactor may invoice at 25 % markup.
***	Invoice(s) for work performed shall require a copy of the parts and materials receipt to be included when the total, including mark-up, exceeds $500.00.
****	Williamson County reserves the right to request from Contractor any documentation that reflects price for verification purposes.

Respondent Name: GenServe - 23RFP64 Renewal # 1 FY 26

Quarterly, annual and triennial inspections; generator locations; and Unit Price Bidding Sheet:

Williamson County has the option to add facilities/generators to this Contract that are similar in scope, at the contract rates.

The facilities are listed below:

#	Bldg Code	Facility Name & Address	Make/Model/Serial #, KW, Fuel Type	Quarterly Inspection Cost*	Quarterly & Annual Inspection Cost**	Quarterly & Annual Inspection & Triennial Cost***	Annual Fuel Testing	Generator Site Visit @ Bid Yes/No
1	1005	Round Rock Annex Bldg A 211 Commerce Cove, Round Rock	Baldor Model #IDLC80-J2S, Serial #P0508290007, 180 kW Diesel	$ 235.00	$ 1,412.00	$ 4,428.00	$ 250.00	**Yes**
2	1026	Central Maintenance Facility 3151 SE Inner Loop, Georgetown	Onan Model #GGFB-3388565, Serial #B000062477, 35 kW Natural Gas	$ 210.00	$ 995.00	$ 3,179.00		**Yes**
3	1045	Juvenile Justice Center 200 Wilco Way, Georgetown	Generac Model #2254270400, Serial #2066635, 200 kW Diesel	$ 250.00	$ 1,579.00	$ 4,994.00	$ 250.00	**Yes**
4	1071	Emergency Services Operations Center 911 Tracy Chambers Lane, Georgetown	Cummins Model #DQFAD-1206664, Serial #F120358177, 1000 kW Diesel	$ 360.00	$ 4,883.00	$ 16,835.00	$ 250.00	**Yes**
5	1008	South Jail 508 Rock St, Georgetown	Generac Model #SD0400KG22125D18HPYY3, Serial #9159996400 kW Diesel	$ 260.00	$ 2,218.00	$ 6,776.00	$ 250.00	**Yes**
6	1008	North Jail 508 Rock St, Georgetown	Cummins Model #DFLE-5583568, Serial #K020442322 1500 kW Diesel	$ 390.00	$ 5,842.00	$ 19,358.00	$ 250.00	**Yes**
7	1002	Georgetown Health Dept 102 W. 3rd St, Georgetown	Sentry Pro Model #SPL-1000-325, Serial #AH 2-200 109 kW Diesel	$ 225.00	$ 1,176.00	$ 3,916.00	$ 250.00	**Yes**
8	1003	Taylor Health Dept. 115 W. 6th St., Taylor	Baldor Model #IDLC-150-JD, Serial # P071015001 150 kW Diesel	$ 225.00	$ 1,388.00	$ 4,456.00	$ 250.00	**Yes**
9	1032	Cedar Park Annex 350 Discovery Blvd, Cedar Park	Shindaiwa Model # DGK45C, Serial #71041-0000471 36 kW Diesel	$ 210.00	$ 970.00	$ 3,223.00	$ 250.00	**Yes**
10	1073	WCCHD 355 Texas Ave, Round Rock	Cummins/Onan Model #C35 D6, Serial # K170274292 35 kW Diesel	$ 210.00	$ 990.00	$ 3,160.00	$ 250.00	**Yes**
11	1079	Impound/Inspections 3181 SE Inner Loop, Georgetown	Kohler Model #15REOZK, Serial #SGM32JKH7 15 kW Diesel	$ 210.00	$ 990.00	$ 3,126.00	$ 250.00	**Yes**
12	1078	EMS Training 3189 SE Inner Loop, Georgetown	Kohler Model #80REOZJK, Serial #SGM32JKJW 80 kW Diesel	$ 225.00	$ 1,170.00	$ 3,954.00	$ 250.00	**Yes**
13	1076	Fuel Station 3161 SE Inner Loop, Georgetown	Kohler Model #80REOZJK, Serial #SGM32MRNK 80 kW Diesel	$ 225.00	$ 1,170.00	$ 3,954.00	$ 250.00	**Yes**
14	1009	Justice Center 405 MLK, Georgetown	Kohler Model #80REOZJ, Serial #3366GMJL007 128KW Diesel	$ 225.00	$ 1,321.00	$ 4,315.00	$ 250.00	**Yes**
15	1034	Medic 41 2604 Northlawn, Taylor	Generac Model #SG0035AG264, Serial # 3012897941 35kW, Natural Gas	$ 210.00	$ 974.00	$ 3,158.00		**Yes**
16	1015	Medic 42 1427 North Main Street, Taylor	Generac Model #SD0030AG222.2D18HBYY3, Serial #3012783521 30kW, Diesel	$ 210.00	$ 974.00	$ 3,204.00	$ 250.00	**Yes**
17	1082	Public Safety / Medic 11 1781 East Old Settlers' Blvd, Round Rock	Generac Model #SD300, Serial #3013148193 30kW, Diesel	$ 250.00	$ 2,093.00	$ 6,185.00	$ 250.00	**Yes**
18	1042	Central Texas Treatment Center 601 North Alligator Road, Granger	CAT Model #D500 GC , Serial # 0D500ES650347 500kW, Diesel	$ 325.00	$ 2,673.00	$ 9,721.00	$ 250.00	**Yes**

#	Bldg Code	Facility Name & Address	Make/Model/Serial #, KW, Fuel Type	Quarterly Inspection Cost*	Quarterly & Annual Inspection Cost**	Quarterly & Annual Inspection & Triennial Cost***	Annual Fuel Testing	Generator Site Visit @ Bid Yes/No
19	1043	Inner Loop Annex 301 Southeast Inner Loop, Georgetown	Generac Model # SD250, Serial # 3014261885 250kW, Diesel	$ 250.00	$ 2,093.00	$ 6,079.00	$ 250.00	**Yes**
20	1011	Lott 107 South Holly Street, Georgetown	Make: Kohler Model #150RE0ZJF; Serial # 3379GMLF0033 150kW, Diesel	$ 235.00	$ 1,350.00	$ 4,205.00	$ 250.00	**Yes**
21	1045	Juvenile Justice Center 200 Wilco Way, Georgetown	Cummins Model # C1750 D6E, Serial # K240394277 1750 kW Diesel	$ 450.00	$ 6,187.00	$ 20,467.00	$ 250.00	**Yes**

GENERATOR RENTAL RATES - As Needed***

#	Generator Size	Daily	Weekly	Monthly
1	35 KW	$950.00	$1,420.00	$2,595.00
2	200 KW	$1,890.00	$2,840.00	$5,970.00
3	400 KW	$2,350.00	$3,860.00	$8,300.00
4	1000 KW	N/A	$9,750.00	$22,500.00
5	1500 KW	N/A	$10,660.00	$28,150.00

#	Cables	Daily	Weekly	Monthly
1	4/0 Cable, 50' Length	$50.00	$75.00	$125.00
2	4/0 Female Pigtails	$12.00	$25.00	$50.00
3	4/0 Male Pigtails	$12.00	$25.00	$50.00

*	Performed three (3) times per year in 1st, 3rd, & 4th quarters
**	Performed once per fiscal year and includes quarterly inspection completed in the 2nd quarter
***	Performed once during the 2nd quarter every third year with first service in 2024 or FY24
****	Indicate Yes (Y) or No (N) in dedicated column for each listed generator. If site visit occurred prior to bid submission
*****	Pricing includes mobilization, delivery, hook-up, disconnect, and pick-up fees.

ADDITIONAL SERVICES - Labor and Material for Remedial Repairs*

Labor Rate for Service	Hourly Rate
Normal Work Hours - Remediate Repairs	$180.00
Overtime Hours - Outside of normal working hours	$270.00

Materials - Remedial Repairs		
	Materials not covered under scheduled service:	
*	Contractor may invoice for parts and materials on a cost-plus basis. The contactor may invoice at markup.	30 %
**	Contractor may invoice for equipment rental on a cost-plus basis. The contactor may invoice at markup.	25 %
***	Invoice(s) for work performed shall require a copy of the parts and materials receipt to be included when the total, including mark-up, exceeds $500.00.	
****	Williamson County reserves the right to request from Contractor any documentation that reflects price for verification purposes.	

STANDYBY GENERATOR AND AUTOMATIC TRANSFER SWITCH PREVENTATIVE MAINTENANCE REPAIR AND RENTAL SERVICES
FOR WILLIAMSON COUNTY, TEXAS

Attachment B - Facilities Equipment List Price Sheet FY 23- FY24

Respondent Name: Austin Generator Service

Quarterly, annual and triennial inspections; generator locations; and Unit Price Bidding Sheet:
Williamson County has the option to add/remove facilities/generators to this Contract that are similar in scope, at the contract rates.
The facilities are listed as follows:

#	Facility Name & Address	Make/Model/Serial #, KW, Fuel Type	Quarterly Inspection Cost*	Quarterly & Annual Inspection Cost**	Quarterly & Annual Inspection & Triennial Cost***	Annual Fuel Testing	Generator Site Visit @ Bid Yes/No	Bldg Code
1	Round Rock Annex Bldg A 211 Commerce Cove, Round Rock	Baldor Model #IDLC80-J2S, Serial #P0508290007, 180 kW Diesel	$ 195.00	$ 1,202.00	$ 3,522.00	$ 230.00	No	1005
2	Central Maintenance Facility 3151 SE Inner Loop, Georgetown	Onan Model #GGFB-3388565, Serial #B000062477, 35 kW Natural Gas	$ 175.00	$ 772.00	$ 2,548.00		No	1026
3	Juvenile Justice Center 200 Wilco Way, Georgetown	Generac Model #2254270400, Serial #2066635, 200 kW Diesel	$ 210.00	$ 1,259.00	$ 3,916.00	$ 230.00	No	1045
4	Emergency Services Operations Center 911 Tracy Chambers Lane, Georgetown	Cummins Model #DQFAD-1206664, Serial #F120358177, 1000 kW Diesel	$ 300.00	$ 3,944.00	$ 13,119.00	$ 230.00	No	1071
5	South Jail 508 Rock St, Georgetown	Generac Model #SD0400KG22125D18HPYY3, Serial #9159996400 kW Diesel	$ 220.00	$ 1,833.00	$ 5,355.00	$ 230.00	No	1008
6	North Jail 508 Rock St, Georgetown	Cummins Model #DFLE-5583568, Serial #K020442322 1500 kW Diesel	$ 325.00	$ 4,879.00	$ 15,419.00	$ 230.00	No	1008
7	Georgetown Health Dept 102 W. 3rd St, Georgetown	Sentry Pro Model #SPL-1000-325, Serial #AH 2-200 109 kW Diesel	$ 185.00	$ 957.00	$ 3,115.00	$ 230.00	No	1002
8	Taylor Health Dept. 115 W. 6th St., Taylor	Baldor Model #IDLC-150-JD, Serial # P071015001 150 kW Diesel	**$ 185.00**	**$ 1,128.00**	**$ 3,488.00**	**$ 230.00**	**No**	1003

#	Facility Name & Address	Make/Model/Serial #, KW, Fuel Type	Quarterly Inspection Cost*	Quarterly & Annual Inspection Cost**	Quarterly & Annual Inspection & Triennial Cost***	Annual Fuel Testing	Generator Site Visit @ Bid Yes/No	Bldg Cod
9	Cedar Park Annex 350 Discovery Blvd, Cedar Park	Shindaiwa Model # DGK45C, Serial #71041-0000471 36 kW Diesel	$ 175.00	$ 772.00	$ 2,604.00	$ 230.00	No	1032
10	WCCHD 355 Texas Ave, Round Rock	Cummins/Onan Model #C35 D6, Serial # K170274292 35 kW Diesel	$ 175.00	$ 788.00	$ 2,553.00	$ 230.00	No	1073
11	Impound/Inspections 3181 SE Inner Loop, Georgetown	Kohler Model #15REOZK, Serial #SGM32JKH7 15 kW Diesel	$ 175.00	$ 788.00	$ 2,531.00	$ 230.00	No	1079
12	EMS Training 3189 SE Inner Loop, Georgetown	Kohler Model #80REOZJK, Serial #SGM32JKJW 80 kW Diesel	$ 185.00	$ 936.00	$ 3,111.00	$ 230.00	No	1078
13	Fuel Station 3161 SE Inner Loop, Georgetown	Kohler Model #80REOZJK, Serial #SGM32MRNK 80 kW Diesel	$ 185.00	$ 936.00	$ 3,111.00	$ 230.00	No	1076
14	Justice Center 405 MLK, Georgetown	Kohler Model #80REOZJ, Serial #3366GMJL007 128KW Diesel	$ 185.00	$ 1,098.00	$ 3,493.00	$ 230.00	No	1009
15	Medic 41 2604 Northlawn, Taylor	Generac Model #SG0035AG264, Serial # 3012897941 35kW, Natural Gas	$ 175.00	$ 780.00	$ 2,556.00		No	1034
16	Medic 42 1427 North Main Street, Taylor	Generac Model #SD0030AG222.2D18HBYY3, Serial #3012783521 30kW, Diesel	$ 175.00	$ 780.00	$ 2,590.00	$ 230.00	No	1015
17	Public Safety / Medic 11 1781 East Old Settlers' Blvd, Round Rock	Generac Model #SD300, Serial #3013148193 30kW, Diesel	$ 210.00	$ 1,755.00	$ 5,079.00	$ 230.00	No	1082
18	Central Texas Treatment Center 601 North Alligator Road, Granger	CAT Model #D500 GC , Serial # TBD once installed 625kW, Diesel	$ 275.00	$ 2,223.00	$ 8,048.00	$ 230.00	No	1042
19	Inner Loop Annex 301 Southeast Inner Loop, Georgetown	Generac Model # SD250, Serial # Serial # TBD once installed 250kW, Diesel	$ 220.00	$ 1,755.00	$ 4,939.00	$ 230.00	No	1043
20	Lott 107 South Holly Street, Georgetown	Make: Kohler Model #150RE0ZJF , Serial # TBD once installed 150kW, Diesel	$ 195.00	$ 1,078.00	$ 3,241.00	$ 230.00	No	1011

GENERATOR RENTAL RATES - As Needed***

#	Generator Size	Daily	Weekly	Monthly
1	35 KW	$ 835.00	$ 1,175.00	$ 1,995.00
2	200 KW	$ 1,890.00	$ 2,630.00	$ 4,975.00
3	400 KW	$ 2,350.00	$ 3,600.00	$ 7,220.00
4	1000 KW	$ 3,675.00	$ 6,075.00	$ 15,500.00
5	1500 KW	$ 4,400.00	$ 8,200.00	$ 21,500.00

#	Cables	Daily	Weekly	Monthly
1	4/0 Cable, 50' Length	$ 40.00	$ 60.00	$ 120.00
2	4/0 Female Pigtails	$ 10.00	$ 20.00	$ 40.00
3	4/0 Male Pigtails	$ 10.00	$ 20.00	$ 40.00

* Performed three (3) times per year in 1st, 3rd, & 4th quarters
** Performed once per fiscal year and includes quarterly inspection completed in the 2nd quarter
*** Performed once during the 2nd quarter every third year with first service in 2024 or FY24
**** Indicate Yes (Y) or No (N) in dedicated column for each listed generator. If site visit occurred prior to bid submission
***** Pricing includes mobilization, delivery, hook-up, disconnect, and pick-up fees.

ADDITIONAL SERVICES - Labor and Material for Remedial Repairs*

Labor Rate for Service	Hourly Rate
Normal Work Hours - Remediate Repairs	$ 165.00
Overtime Hours - Outside of normal working hours	$ 247.50

Materials - Remedial Repairs

Materials not covered under quarterly, annual or triennial inspections:

* Contractor shall invoice at MSRP/List* price less ___0___%

Materials purchased at local retail suppliers by Contractor field staff

* Contractor shall invoice at cost (sales receipt/invoiced price)

** MSRP/List - Williamson County reserves the right to request from Contractor any published or printed catalog that reflects MSRP/List price for verification purposes.

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CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1323168

Date Filed:
06/11/2025

Date Acknowledged:
06/16/2025

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

Genserve LLC
Plainview, NY United States

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

Williamson County

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

23RFP64
Standby Generator and Automatic Transfer Switch Preventative Maintenance

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

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

6 UNSWORN DECLARATION

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

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

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

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

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

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1323168

Date Filed:
06/11/2025

Date Acknowledged:

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

Genserve LLC
Plainview, NY United States

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

Williamson County

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

23RFP64
Standby Generator and Automatic Transfer Switch Preventative Maintenance

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

[redacted]

6 [redacted]

[redacted] (city) [redacted]

[redacted] 25

John Potts
Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **53.**

Meeting Date: 07/01/2025

Approval of an Agreement for Construction Services No. 2025281 with Southwest Solutions Group, Inc. for the High-Capacity Storage System with Rail Installation for the Williamson County Clerk's Office 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 the Construction Service Agreement No. 2025281 between Williamson County and Southwest Solutions Group, Inc. for the High-Capacity Storage System with Rail Installation in the not-to-exceed amount of Five Hundred Forty Thousand and No/100 Dollars ($540,000.00) pursuant to Sourcewell Cooperative Contract #110923-SPC and authorize execution of the agreement. The funding source is P577.

Background

This Agreement for Construction Services between Williamson County and Southwest Solutions Group, Inc. is for complete turnkey installation services of a high-capacity storage system with rail installation by factory-certified technicians and training of staff for the Williamson County Clerk's office. Location of work will be at 1848 Texas Trail, Georgetown, TX 78626. Contract Audit and General Counsel reviewed. A detailed scope of work is attached. The funding source is P577, and the point of contact is Gretchen Glenn.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Construction Service Agreement

1295 Form Southwest Solutions Complete

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	06/25/2025 10:53 PM
County Judge Exec Asst.	Andrea Schiele	06/26/2025 09:47 AM
Form Started By: Michelle McKinney		Started On: 06/20/2025 02:58 PM
Final Approval Date: 06/26/2025		

Agreement for Construction Services

(Sourcewell Cooperative Contract #110923-SPC)

This Agreement ("Agreement") between Williamson County, Texas, a political subdivision of the State of Texas ("Owner") and Southwest Solutions Group, Inc. ("Contractor") is entered into in accordance with the following terms and conditions:

ARTICLE 1 SCOPE OF WORK: The Owner desires to retain Contractor for providing turnkey installation services of High-Capacity Storage System with Rail Installation for the Williamson County Clerk's Office (hereinafter called the "Project"). The Contractor shall have the overall responsibility for and shall provide complete construction services and furnish all materials, equipment, tools and labor as necessary or reasonably inferable to complete the Project, or any phase of the Project, in accordance with the Owner's requirements and the terms of this Agreement (hereinafter collectively referred to as the "Work").

ARTICLE 2 CONTRACT PRICE: Owner agrees to pay to the Contractor, for the satisfactory performance of the Work, the sum of **Five Hundred Forty Thousand and No/100 Dollars ($540,000.00)** 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 **Two Hundred Twenty-Five (225) 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 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, if any. The aforementioned waiver of subrogation shall not be effective unless such endorsement is obtained.

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

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

6.5.2 Workers' Compensation Insurance Coverage:

1. Definitions:

(a) Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the Project.
(b) Duration of the Project - includes the time from the beginning of the work on the Project until the Contractor's/person's work on the Project has been completed and accepted by the Owner.
(c) Coverage – Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).
(d) Persons providing services on the Project ("subcontractor") - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the Project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the Project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project.

"Services" does not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

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

   (a.) a certificate of coverage, prior to that person beginning work on the Project, so the Owner will have on file certificates of coverage showing coverage for all persons providing services on the Project; and
   (b.) no later than seven days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.

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

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

   (a) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas labor Code, Section 401.011(44) for all of its employees providing services on the Project, for the duration of the Project;
   (b) provide to the Contractor, prior to that person beginning work on the Project, a certificate of coverage showing that coverage is being provided for all

employees of the person providing services on the Project, for the duration of the Project;

(c) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;

(d) obtain from each other person with whom it contracts, and provide to the Contractor:

i. a certificate of coverage, prior to the other person beginning work on the Project; and

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

(e) retain all required certificate of coverage on file for the duration of the Project and for one year thereafter;

(f) notify the Owner in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project; and

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

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

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

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

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

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

6.5.6 The furnishing of the above listed insurance coverage, as may be modified by the Agreement, must be tendered prior to execution of the Agreement/Contract, and in no event later than ten (10) days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.

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

6.5.8 Owner shall be entitled, upon request, and without expense, to receive complete copies of the policies with all endorsements and may make any reasonable requests for deletion, or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon the Parties or the underwriter of any of such polices. Damages caused by the Contractor and not covered by insurance shall be paid by the Contractor.

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

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

ARTICLE 7 INDEMNITY:

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

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

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

ARTICLE 8 WARRANTY:

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

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

ARTICLE 9 PREVAILING WAGE RATE:

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

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

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

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

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

diem wages paid to each worker, which records shall be open at all reasonable hours for the inspection by the Owner.

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

9.5 Arbitration Required if Violation not Resolved. After the Owner makes its initial determination, the affected Contractor or Subcontractor and worker have fourteen (14) days in which to resolve the issue of whether a violation occurred, including the amount that should be retained by Owner or paid to the affected worker. If the Contractor or Subcontractor and affected worker reach an agreement concerning the worker's claim, the Contractor shall promptly notify the Owner in a written document signed by the worker. If the Contractor or Subcontractor and affected worker do not agree before the fifteenth (15^{th}) day after the Owner's determination, the Contractor or Subcontractor and affected worker must participate in binding arbitration in accordance with the Texas General Arbitration Act, Chapter 171, Tex. Civ. Prac. & Rem. Code. The parties to the arbitration have ten (10) days after the expiration of the fifteen (15) days referred to above, to agree on an arbitrator; if by the eleventh (11^{th}) day there is no agreement to an arbitrator, a district court shall appoint an arbitrator on the petition of any of the parties to the arbitration.

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

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

release any funds to either the claimant or the Contractor until it has received the notices of agreement or the arbitration award as provided in this section.

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

ARTICLE 10 BONDS:

10.1 Performance Bond. Upon execution of this Agreement, Contractor shall provide a Performance Bond in the amount of 100% of the Contract Price. The surety for a Performance Bond shall meet the requirements of Texas law and the requirements set forth in the Agreement.

10.2 Payment Bond. Upon execution of this Agreement, Contractor shall provide a Payment Bond in the amount of 100% of the Contract Price, as security for the true and faithful payment in full of all subcontractors and persons performing labor, services, materials, machinery, and fixtures in connection with the Work. The surety for a Payment Bond shall meet the requirements of Texas law and the requirements set forth in the Agreement.

10.3 Warranty Bond. Upon Final Completion, Contractor shall provide a Warranty Bond in the amount of 20% of the Contract Price, as security for the true and faithful performance of all warranties set forth in the Agreement.

ARTICLE 11 TERMINATION OR SUSPENSION OF THE AGREEMENT

11.1 Termination by Contractor

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

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

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

11.1.3 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. Cooperative Contract #110923-SPC; and
5. All Change Orders and any other Modifications issued after the Effective Date of this Agreement.

In the event of a dispute or conflict relating to the terms and conditions of the Contract Documents, applicable documents will be referred to for the purpose of clarification, conflict resolution or for additional detail in the following order of precedence:

1. This Agreement between Owner and Contractor;
2. Exhibit "A" – Plans and Specifications;
3. Addenda issued prior to the Effective Date of this Agreement;
4. Cooperative Contract #110923-SPC; and
5. All Change Orders and any other Modifications issued after the Effective Date of this Agreement.

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

OWNER:	**CONTRACTOR:**
WILLIAMSON COUNTY, TEXAS, a political subdivision of the state of Texas	Southwest Solutions Group, Inc.
By: _____	By: 
Printed Name: _____	Printed Name: Heath Stock
Title: _____	Title: VP of Finance and Adm.
Date: _____	Date: 6/16/2025

Exhibit "A"

Plans and Specifications

Location of Work: 1848 Texas Trail, Georgetown, TX 78626

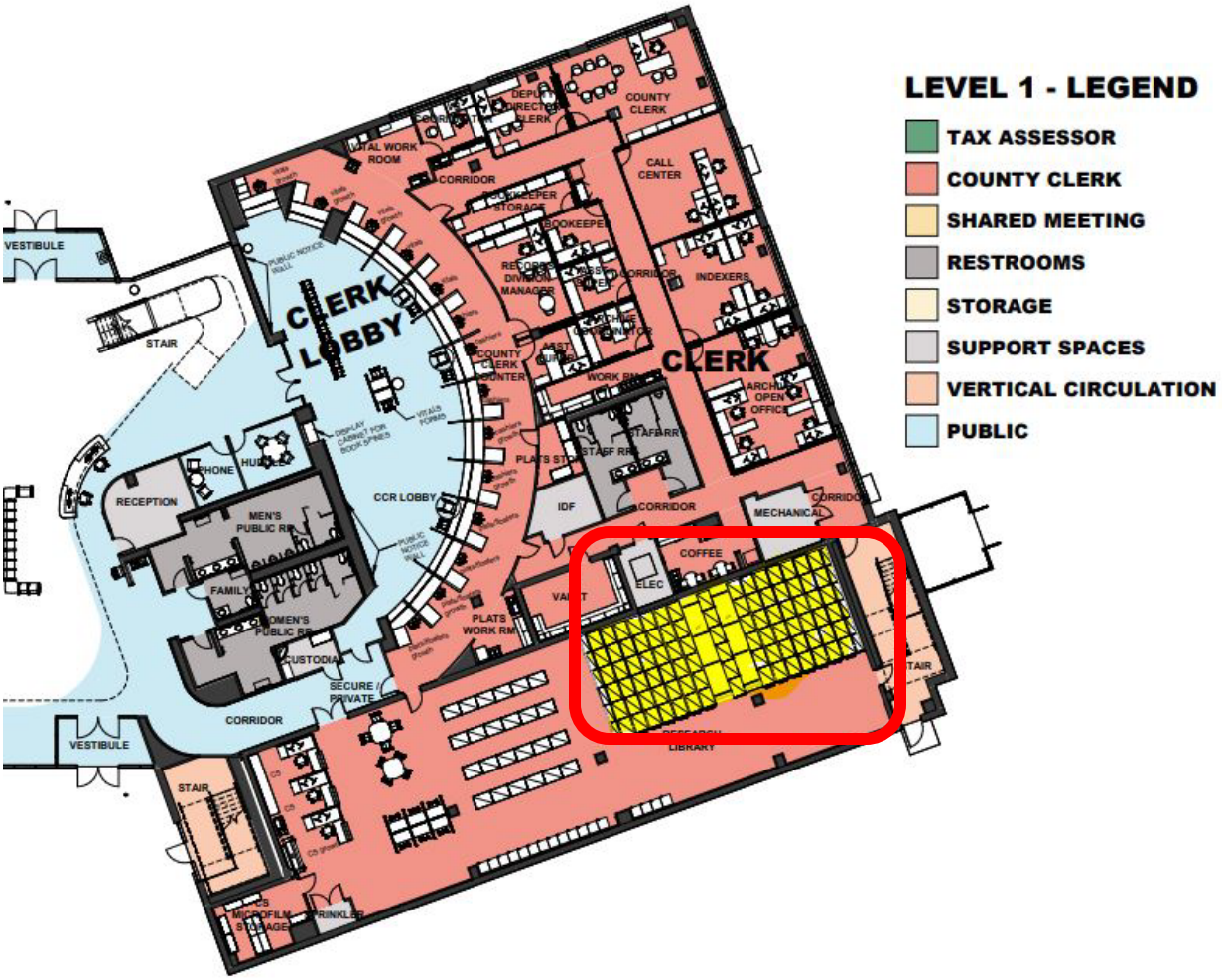
Scope of Work:
Complete turnkey installation services of high-capacity storage system with rail installation by factory certified technicians and training of staff for the Williamson County Clerk's office.

System to include:

- Two single faced stationary units, 21'7" long x 15" deep x 96 3/4" high.
- One double faced stationary units, 21'7" long x 30" deep x 96 3/4" high.
- Fourteen double faced moving units, 21' 10" long x 30" deep x 96 3/4" high.
- Shelving with 19 adjustable easy roller per face.

Contractor shall:

- Provide design services, manufacturing, packaging, freight, inside delivery, and installation by factory certified technicians during normal business hours (8:00 a.m. to 5:00 p.m. Monday-Friday).
- Perform cleanup of area, removal of all debris, and warranty.
- Coordinate manufacturing to meet required delivery schedules.
- Provide accurate representations of equipment in the client's space, based on site verification or CAD/Revit created layouts to include recessed rail detail, power requirements, data requirements and/or floor loading information.
- Install trays, totes, dividers, drawers, or other accessories in the storage unit after the installation is completed.
- Provide physical loading of inventory and any containers into the system, stock counting, building the inventory database and back-up systems and procedures for use in integrating the system into the existing operation.


LEVEL 1 - LEGEND
TAX ASSESSOR
COUNTY CLERK
SHARED MEETING
RESTROOMS
STORAGE
SUPPORT SPACES
VERTICAL CIRCULATION
PUBLIC
CLERK LOBBY
CLERK
VESTIBULE
STAIR
CORRIDOR
CALL CENTER
INDEXERS
RECEPTION
PHONE
MEN'S PUBLIC RR
WOMEN'S PUBLIC RR
FAMILY
CUSTODIAL
CCR LOBBY
IDF
MECHANICAL
COFFEE
ELEC
VAULT
PLATS WORK RM
SECURE / PRIVATE
LIBRARY
MICROFILM STORAGE
SPRINKLER

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:
2025-1324362

Date Filed:
06/14/2025

Date Acknowledged:

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

Southwest Solutions Group, Inc.
Benbrook, 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 Country

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.

Wilco HQ HD Storage
High Density Storage Installation

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Crock, Craig	Lewisville, TX United States	X	
Streight, Ray	Lewisville, TX United States	X	
Brant, Randy	Houston, TX United States	X	
Stock, Heath	Lewisville, TX United States	X	
Sung, Dean	Dallas, TX United States	X	
Current, Mark	Lewisville, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Heath Stock, 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 Denton County, State of Texas, on the 14th day of June (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:
2025-1324362

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

Southwest Solutions Group, Inc.
Benbrook, TX United States

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Williamson Country

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.

Wilco HQ HD Storage
High Density Storage Installation

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Crock, Craig	Lewisville, TX United States	X	
Streight, Ray	Lewisville, TX United States	X	
Brant, Randy	Houston, TX United States	X	
Stock, Heath	Lewisville, TX United States	X	
Sung, Dean	Dallas, TX United States	X	
Current, Mark	Lewisville, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

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

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

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

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

Commissioners Court - Regular Session **54.**

Meeting Date: 07/01/2025

Approval of Agreement for Commissioning Services with Command Commissioning, LLC utilizing 25RFSQ7 - MEPFC pool 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 awarding RFSQ #25RFSQ7 to Command Commissioning LLC for the Wilco HQ Commissioning Services in the not-to-exceed amount of Three Hundred Seventy-Seven Thousand Seven Hundred Nine and No/100 Dollars ($377,709.00) and authorize execution of the agreement, the funding source is P577.

Background

Command Commissioning, LLC is recommended for award through the 25RFSQ7 - MEPFC pool, which established a pre-qualified consultant pool to be contracted on an as-needed basis on CC 1/7/25 Agenda Item #32. Command Commissioning, LLC, is recommended for this project following a project specific evaluation of the firms from the 25RFSQ7 pool. Command Commissioning, LLC received the highest score for this project. This Agreement for Commissioning Services between Williamson County and Command Commissioning, LLC is to provide Commissioning Services to evaluate the design, performance and operation of the Williamson County Headquarters MEP and enclosure systems through construction, acceptance and occupancy and to satisfy the performance requirements of the project's documents. Wilco HQ is located at 1848 Texas Trail, Georgetown, TX 78626. Contract Audit and General Counsel reviewed. A detailed scope of work is attached. The funding source is P577, and the point of contact is Gretchen Glenn.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Commissioning Services Agreement

1295 Form Command Commissioning LLC Complete

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	06/25/2025 10:41 PM
County Judge Exec Asst.	Andrea Schiele	06/26/2025 09:45 AM
Form Started By: Michelle McKinney		Started On: 06/20/2025 02:17 PM
Final Approval Date: 06/26/2025		

AGREEMENT FOR COMMISSIONING SERVICES

PROJECT: **Williamson County Headquarters** ("Project")

COMMISSIONING PROVIDER: **Command Commissioning, LLC** ("CxP")
Fernando Perez, PE, LEED-AP, CBCP, Associate Principal
201 W 5th Street, Ste 1100
Austin, Texas 78701

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

THIS AGREEMENT FOR COMMISSIONING 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 CxP.

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 commissioning providers; and

WHEREAS, County intends to **seek a Commissioning Provider to evaluate the design, performance, and operation of the Williamson County Headquarters MEP and Enclosure systems through construction, acceptance and occupancy and to satisfy the performance requirements of the project's documents**; and

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

WHEREAS, CxP represents that it is qualified and desires to perform such services;

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

ARTICLE 1
SCOPE OF AGREEMENT

CxP agrees to perform professional services in connection with the Project as stated herein, and for having rendered such services, County agrees to pay to CxP 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 CxP 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 CxP; however, any and all such information shall remain the property of County and shall be returned, if County so instructs CxP.

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.
CxP warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for CxP, 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.
CxP must sign the Debarment Certification enclosed herewith as **Exhibit E**.

3.3 Financial Interest Prohibited.
CxP covenants and represents that CxP, 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, CxP shall review professional design and engineering plans 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. CxP shall also serve as County's professional commissioning provider in those phases of the Project to which this Agreement applies and will consult with and give advice to County during the performance of CxP's services.

4.2
CxP 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, CxP 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.
CxP shall not commence work until CxP 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.
CxP 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 CxP, County shall pay to CxP up to **Three Hundred Seventy-Seven Thousand Seven Hundred Nine and No/100 Dollars ($377,709.00)** 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 CxP 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.

CxP 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 CxP without markup. Reimbursable Expenses are in addition to compensation for Basic and Additional Services and must not exceed **Three Thousand Seven Hundred Seventy-Seven and No/100 Dollars ($ 3,777.00)**.

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 CxP shall receive, under a negotiated, written Supplemental Agreement, Additional Services compensation based upon invoices of percentage completion.

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

It is expressly understood and agreed that CxP 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, CxP 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**, CxP 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 CxP 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 CxP of the responsibility of correcting any errors or omissions resulting from CxP's negligence.

Upon submittal of the initial invoice, CxP 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 CxP 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. CxP 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 CxP 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 CxP 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 CxP 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 CxP 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 CxP 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.

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

Command Commissioning, LLC
Fernando Perez, PE, LEED-AP, CBCP, Associate Principal
201 W 5th Street, Ste 1100
Austin, Texas 78701

CxP shall have the right, from time to time, to change CxP'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 CxP under this Agreement, CxP'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 CxP's Designated Representative on behalf of CxP 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 CxP's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision, or determination hereunder by CxP's Designated Representative shall be binding on CxP. CxP's Designated Representative shall have the right to modify, amend, and execute Supplemental Agreements on behalf of CxP.

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 CxP 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

CxP: Command Commissioning, LLC
Fernando Perez, PE, LEED-AP, CBCP
Austin, Texas 78701

Attention: Fernando Perex, PE, LEED-AP, CBCP
Associate Principal

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

ARTICLE 11
PROGRESS EVALUATION

CxP 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. CxP 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 CxP, conferences shall be provided at CxP'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 CxP 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 CxP to determine corrective action required.

CxP 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 CxP 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**. CxP 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 CxP WORK PRODUCT

13.1 Review Process.
CxP'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 CxP and supporting documents (collectively referred to hereinabove and hereinafter as the "CxP Work Product(s)"), shall be submitted by CxP 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 CxP 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 CxP 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 CxP and County's technical review process will begin.

If the submission is not Complete, County will notify CxP, 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 CxP work product, which is not specifically called-out by CxP as a pending coordination item, the work product will be returned to CxP along with written email notification which may describe preliminary deficiencies discovered and may reference the terms of **Paragraph 13.1.3** of this Agreement. CxP 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 CxP indicating specific deficiencies for correction. County will also issue a notice for CxP to deduct **One Thousand Dollars ($ 1,000)** from the CxP 's Basic Fee on the next invoice for each occurrence until the Basic Services are Accepted.

13.1.4 Final Approval.
After Acceptance, CxP 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 CxP Work Product.

CxP shall make, without expense to County, such revisions to CxP Work Product as may be required to correct negligent errors or omissions so CxP Work Product meets the needs of County, but after the approval of CxP Work Product any revisions, additions, or other modifications made at County's request which involve extra services and expenses to CxP shall entitle CxP to additional compensation for such extra services and expenses; provided, however, CxP hereby agrees to perform any necessary corrections to CxP Work Products which are found to be in negligent error or omission as a result of CxP's development of CxP Work Product, at any time, without additional compensation. If it is necessary, due to such error or omission by CxP, to revise any CxP Work Product in order to make the Project constructible, CxP shall do so without additional compensation. In the event of any dispute over the classification of CxP's Work Products as Complete, Accepted, or Approved under this Agreement, the decision of County shall be final and binding on CxP, 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 CxP.
CxP’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 CxP 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 CxP’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 CxP **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**, CxP shall have the option of terminating this Agreement and, in the event, CxP 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 CxP 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 CxP shall be grounds for termination of this Agreement, and any increased costs arising from CxP’s default, breach of contract, or violation of contract terms shall be paid by CxP.

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 CxP, as a consequence of failure by CxP 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 CxP, upon not less than **thirty (30) days** written notice to CxP.

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 CxP. In determining the value of the Basic Services performed by CxP 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 CxP defaults in the performance of this Agreement or if County terminates this Agreement for fault on the part of CxP, then County shall give consideration to the actual costs incurred by CxP 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 CxP to fulfill its contractual obligations, then County may take over the Project and prosecute the Basic Services to completion. In such case, CxP shall be liable to County for any additional and reasonable costs incurred by County.

CxP shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by CxP 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 “CxP Work Products”) prepared by CxP 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 CxP’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 CxP.

By execution of this Agreement and in confirmation of the fee for services to be paid under this Agreement, CxP 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 CxP. CxP 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 CxP or anyone connected with CxP, including agents, employees, Engineers or subcontractors/ subconsultants. All documents so lost or damaged shall be replaced or restored by CxP without cost to County.

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

Prior to CxP providing to County any CxP Work Products in electronic form or County providing to CxP any electronic data for incorporation into CxP Work Products, County and CxP shall, by separate written agreement, set forth the specific conditions governing the format of such CxP Work Products or electronic data, including any special limitations not otherwise provided in this Agreement. Any electronic files are provided by CxP 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 CxP, the electronic copy shall prevail. Only printed copies of documents conveyed by CxP shall be relied upon.

CxP shall have no liability for changes made to the drawings by other consultants subsequent to the completion of the Project.

ARTICLE 18
PERSONNEL, EQUIPMENT, AND MATERIAL

CxP 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 CxP shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of CxP 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. CxP 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. CxP may not change the Project Manager without prior written consent of County.

ARTICLE 19
SUBCONTRACTING

CxP 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 CxP 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.
CxP 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, CxP 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. CxP shall furnish County with satisfactory proof of its compliance.

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

21.2 Taxes.
CxP 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

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

CXP 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 CXP'S FAILURE TO PAY CXP'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS AGREEMENT BY CXP.

CXP 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 CXP IN THE PERFORMANCE OF THIS AGREEMENT.

THE LIMITS OF INSURANCE REQUIRED IN THIS AGREEMENT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT CXP'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 CXP IS NOT LEGALLY LIABLE, CXP'S OBLIGATIONS SHALL BE IN PROPORTION TO CXP'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 CXP OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY OR INDIRECTLY EMPLOYED BY CXP, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS IN THE CONSTRUCTION DOCUMENTS OR IN THE ADMINISTRATION OF THIS AGREEMENT BY CXP OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY OR INDIRECTLY EMPLOYED BY CXP, 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 CXP AT COUNTY'S COST. CXP SHALL ALSO HOLD COUNTY HARMLESS AND INDEMNIFY COUNTY TO THE EXTENT THAT CXP, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH CXP 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 CXP, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH CXP EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

ARTICLE 23
PROFESSIONAL'S RESPONSIBILITIES

CxP 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 CxP's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of **Article 31**. CxP 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
NOT USED

ARTICLE 25
INSURANCE

CxP must comply with the following insurance requirements at all times during this Agreement:

25.1 Coverage Limits.
CxP, at CxP'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 $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate.

25.1.3
Business Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage of $1,000,000.00 each accident.

25.1.4
Professional Liability Insurance in the amount of $2,000,000.00 per claim and annual aggregate.

25.2 Additional Insureds; Waiver of Subrogation.
"Williamson 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 "Williamson 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.
CxP shall be responsible for payment of premiums for all insurance coverages required under this **Article 25**. CxP further agrees that for each claim, suit, or action made against insurance provided hereunder, with respect to all matters for which CxP is responsible hereunder, CxP shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over **$50,000** in CxP's insurance must be declared and approved in writing by County in advance.

25.4 Commencement of Work.
CxP 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, CxP 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 CxP 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.
Prior to the performance of any services, CxP shall furnish County with a Certificate of Insurance issued by the insurer evidencing the required coverages and terms under this article. The initial Certificate of Insurance is evidenced as **Exhibit F** herein entitled "Certificates of Insurance." As further set out below, CxP shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this Contract until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of CxP hereunder.

25.7 Certificate Holder.
The name of the Certificate Holder in the Certificate of Insurance issued by the insurer shall be as follows:

Williamson County, Texas
C/O: Williamson County Risk Management
301 SE Inner Loop
Georgetown, TX. 78626
Email: coi.submission@wilco.org

25.8 No Arbitration.
It is the intention of County and agreed to and hereby acknowledged by CxP, 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.

25.9 Subcontractor/ Subconsultant's Insurance.

Without limiting any of the other obligations or liabilities of CxP, CxP 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**.

CxP shall obtain and monitor the certificates of insurance from each subcontractor/ subconsultant in order to assure compliance with the insurance requirements. CxP 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.

25.10 Insurance Policy Endorsements.

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

25.10.1
County shall be notified **ten (10) 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, Texas
C/O: Williamson County Risk Management
301 SE Inner Loop
Georgetown, TX. 78626
Email: coi.submission@wilco.org

25.10.2
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.

25.11 Notices by CxP.

CxP shall not cause any insurance to be canceled nor permit any insurance to lapse. In addition to any other notification requirements set forth hereunder, CxP 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.

25.12 Cost of Insurance.

The cost of all insurance required herein to be secured and maintained by CxP shall be borne solely by CxP, 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. CxP 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
CxP'S ACCOUNTING RECORDS

CxP 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. CxP 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. CxP further agrees that County shall have access during normal working hours to all necessary CxP 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 CxP reasonable advance notice of intended audits.

ARTICLE 30
GENERAL PROVISIONS

30.1 Time is of the Essence.

CxP understands and agrees that time is of the essence and that any failure of CxP to complete the Basic Services within the agreed Production Schedule set out in **Exhibit C** may constitute a material breach of this Agreement. CxP shall be fully responsible for its delays or for failures to use its reasonable efforts in accordance with the terms of this Agreement and CxP's standard of performance as defined herein. Where damage is caused to County due to CxP's negligent failure

to perform, County may accordingly withhold, to the extent of such damage, CxP's payments hereunder without waiver of any of County's additional legal rights or remedies.

30.2 Force Majeure.
Neither County nor CxP 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 services performed or furnished by CxP and its employees under this Agreement will be the care and skill ordinarily used by members of CxP'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 reviews of opinions of probable Project cost or probable construction cost provided by CxP are made on the basis of information available to CxP and on the basis of CxP's experience and qualifications and represents its judgment as an experienced and qualified professional. However, since CxP 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, CxP does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost CxP 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 CxP 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 CxP), whether or not it results from, or involves, any action or failure to act by CxP or any employee or agent of CxP and which arises in any manner from the performance of this Agreement, CxP 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. CxP shall also immediately send to County a copy of any summons, subpoena, notice, or other documents served upon CxP, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from CxP'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. CxP 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 CxP 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 CxP.

ARTICLE 31
DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and CxP 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 CxP release any material or information developed in the performance of its services hereunder without the express written permission of County.

ARTICLE 35
CxP's REPRESENTATIONS

CxP 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. CxP 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

CxP hereby acknowledges the services to be performed hereunder pertain to a secured correctional facility (Williamson County Jail) and that CxP must ensure that information relating all areas of the Williamson County Jail must not be disclosed to third parties. CxP expressly agrees that its employees, agents, or any other person or entity under contract with CxP including, without limitation, CxP's subconsultants, or any other entity over which CxP 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. CxP 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 CxP including, without limitation, CxP's subconsultants, or any other entity over which CxP exercises control who need access to information regarding the Williamson County Jail to carry out their obligations under this Agreement. CxP agrees that CxP and its employees, agents, any other person or entity under contract with CxP including, without limitation, CxP's subconsultants, or any other entity over which CxP 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. CxP agrees that all of its employees, agents, any other person or entity under contract with CxP including, without limitation, CxP's subconsultants, or any other entity over which CxP 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 CxP 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.

CxP:
Command Commissioning, LLC

By: _____
Signature

Ken Meline
Printed Name

Principal
Title

Date Signed: June 12, 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, CxP shall perform the following Basic Services, based on standard commissioning practices:

These services may include, but are not limited to developing commissioning plans, reviewing design documents, inspecting and testing systems, verifying performance, training staff, and documenting results as agreed to by County and CxP.

GENERAL REQUIREMENTS

Design Criteria. CxP shall prepare all work in accordance with the latest version of applicable County's procedures, specifications, manuals, guidelines, standard drawings, and standard specifications.

Right-of-Entry and Coordination. CxP 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, CxP shall not commit acts which would result in damages to private property, and CxP shall make every effort to comply with the wishes and address the concerns of affected private property owners. CxP shall contact each property owner prior to any entry onto the owner's property and shall request concurrence from County prior to each entry.

CxP shall notify County and coordinate on all controls at project interfaces.

CxP shall review 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. CxP shall notify County in writing prior to beginning any services on any outside agency's exhibit.

Progress Reporting. CxP shall submit monthly (at a minimum) a progress status e-mail to County Architect Office (CxA) regardless of whether CxP is invoicing for that month.

CxP shall review the design and estimated construction schedule and provide findings in a format reasonably acceptable to County during project phases prior to the Construction Administration Phase. CxP 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, CxP shall review all electronic

closeout files provided by Contractor and A/E in formats reasonably acceptable to County. Within **three hundred (300) days** of completion of construction of the project, CxP shall provide a list of problems or concerns, suggested improvements, and ongoing commissioning plan in formats reasonably acceptable to County.

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

CxP 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. CxP shall coordinate issues through County's AO. County will communicate, in writing, resolution of issues and provide CxP direction through County's AO.

Level of Effort. CxP 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). CxP shall provide peer review at all levels. For each deliverable, CxP shall maintain evidence of CxP'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 CxP fail to provide the evidence of internal mark-ups. CxP shall clearly label each document submitted for quality assurance as an internal mark-up document.

CxP 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 CxP.

A submittal returned to CxP 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. CxP shall provide an updated schedule showing interim submission date changes to make-up for any lost time. CxP shall not submit an invoice until County accepts the submittal as reasonably complete.

Naming of Electronic Project Files and Organization of Design Project Folders. CxP shall use succinct and understandable file names including project name, document content, and date created (i.e. "*Project_DOCUMENT_yyyy.mm.dd*"). CxP 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 Headquarters
1848 Texas Trail, Georgetown, TX 78626
P577

Systems to be included in Commissioning:

- Domestic hot water generation
- Domestic hot water thermostatic control
- HVAC air systems
- HVAC hydronic systems
- Building automation systems (BAS-Controls_
- Interior and exterior lighting systems
- Lighting systems controls
- Emergency lighting system
- Power distribution systems
- Energy and water utility metering systems and sub-meters
- Fenestration control systems
- Fire sprinkler systems
- Fire alarm systems
- Security/CCTV/Access Control/Audio-Visual

Site Observation Visits:

- Review of Contractor Submittals
- Review of Controls Reports
- Functional Performance Testing
- Final Commissioning Report

Construction Phase Commissioning Agent Activities:

- CxP, Specialist, and Technical Specialists will perform a design review of the construction contract plans, specifications, Owner's Project Requirements and Basis of Design
- Conduct a Construction Coordination Meeting
- Develop a Construction Phase Plan
- Prepare a Final Construction Phase Plan
- Review the pre-final TAB report and TAB Field Acceptance Testing executed by Mechanical Technical Specialist
- Review HVAC Performance Verification Testing Plan, Checklists and Report
- Coordinate Technical Commissioning Specialists participation in Pre-Functional Checks of Mechanical and Electrical systems
- Coordinate Functional Performance Testing, Integrated Systems Testing and Seasonal Testing
- Conduct Post-Construction Site Visit

- Compile Current Facility Requirements (CFR) and Operations and Maintenance (O&M) Plan to include:
    a) Sequences of operation for the building
    b) Building occupancy schedule
    c) Equipment run-time schedules
    d) Setpoints for all HVAC equipment
    e) Lighting levels throughout the building
    f) Minimum outside air requirements
    g) Changes in schedules or setpoints for different seasons, days of the week, and times of day
    h) Systems narrative describing the mechanical and electrical systems and equipment
    i) Preventive maintenance plan for building equipment described in the systems narrative
    j) Commissioning program that includes periodic requirements, ongoing tasks, and continuous tasks for critical facilities
- Review Training Plan
- Coordinate, compile and review the systems manual to include:
    a) Executive summary of commissioning process and results, system deficiencies identified and resolution, and outstanding issues
    b) Project directory
    c) Commissiong process overview
    d) Owner's project requirements
    e) Basis of design
    f) Submittals
    g) Design review log
    h) Commissioning specifications
    i) List of systems commissioned
    j) Pre-Functional checklists
    k) Functional performance test scripts
    l) Issues log, detailing open and closed issues
- Prepare the Final Commissioning Report and follow-up addendums after post-construction activities.

Warranty Period:

- Witness seasonal testing as required.
- Return to the site 10 months into the 12-month warranty period and review with facility staff the current building operation and the condition of outstanding issues related to the original and seasonal commissioning. Interview facility staff and identify problems or concerns they have with operating the building as originally intended.
- Make suggestions for improvements and develop an ongoing commissioning plan.

BAS Ongoing Commissioning:

- Develop and execute ongoing commissioning plan to be implemented during the first year of occupancy
- Quarterly “facility performance health” reports
- Provide analytics for characterizing system performance, as defined in the OCx Plan, to be deployed to identify issues and document the baseline equipment operation.
- Develop a trending plan for the Building Automation System.
- During construction, controls submittals will be reviewed for conformance and coordination meetings will be held with the controls contractors and owners to confirm the requirements and expectations for the fully operational Building Automation System.
- Once the facility has been fully commissioned by the HVAC Technical Specialists and the has transitioned to beneficial occupancy, Commissioning Agent will verify the trend data distribution and execute the ongoing
- commissioning plan for a 1-year cycle, producing quarterly health report.

Building Enclosure Commissioning:

Commissioning Agent will provide Building Enclosure Commissioning services through a third party. Their scope of services is outlined below:

- Project kick-off meeting
  a. Participate in one project kickoff meeting with the project team involved with the construction of, or penetration of the building’s air barrier and thermal envelope systes.
- Design Review
  a. Conduct one technical peer review of the architectural construction set of drawings and specifications manual (CD Set) for the building envelope (air, water, thermal, and vapor control layers) materials, assemblies, and systems.
- Provide written report with drawing redlined attachment summarizing analysis with recommendations for correction, addition, modification, or clarification.
- BECx Plan & Test Matrix
  a. Shall develop and maintain and enclosure commissioning plan for inclusion in the overall commissioning documents
- Quality Assurance Observations
  a. Submit one report within three business days of each observation.
- Project Close-Out & Reporting
- On-Call Consultation
- AAMA Water Spray Testing
  a. Perform up to 350 linear feet water spray tests after installation of storefront or curtain wall assemblies according to AAMA 501.2 test standards.
  b. Issue one test report within five business days of each mobilization
- Air Barrier Testing according to ASTM E779 and E1827 test standards
- ASTM Air & Water In-Situ Testing
  a. Perform two air infiltration and water penetration tests for storefront or curtain wall assemblies in accordance with ASTM E783 test standards.

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 - PROJECT REQUIREMENTS

Upon receipt of written Notice to Proceed, CxP shall accomplish the following:

A. Investigate site/facility and verify known or existing conditions in occupied and existing buildings.

B. Clearly define Owner's Performance Requirements (OPR).

C. Develop and provide a comprehensive commissioning plan outlining the procedures, timelines, and responsibilities for each phase of the process.

D. 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.

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

F. Provide reports in accordance with County's Commissioning Guide.

Phase II - DESIGN PHASE COMMISSIONING

Upon County acceptance of previous phase, CxP shall proceed with the following:

A. Review project requirements and preliminary design documents, including modification of specifications regarding commissioning.

B. Review 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. Review design documents at 30%, 60%, and 90%. Verify that the construction meets the design specifications and the commissioning plan.

D. Review complete plans, specifications and engineering calculations setting forth in detail the work required for the architectural, structural, civil, mechanical, plumbing, electrical, landscaping and irrigation, and site work.

E. Provide deliverables in accordance with County's Commissioning Gude.

Phase III - CONSTRUCTION PHASE COMMISSIONING

Upon County acceptance of previous phase, CxP shall proceed with the following:

A. Review submittals with County, including site observations and witnessing installation of critical systems.

B. Develop checklists for equipment and functional testing requirements based on approved submittals.

C. Review RFI and change order logs and submittals. Report deficiencies to County.

D. 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 design phases.

E. Verify pre-functional checklists are completed to identify potential issues or discrepancies.

F. Provide deliverables in accordance with County's Commissioning Guide.

Phase IV – STARTUP AND TESTING

Upon County acceptance of previous phase, CxP shall proceed with the following:

A. Perform functional tests to ensure system operating as designed, including test and balance verification. Static inspection (field verification) of components and systems

B. Collaborate with County, design team and contractor to address any systems not performing as designed.

C. Provide deliverables in accordance with County's Commissioning Guide.

Phase V – ACCEPTANCE

Upon County acceptance of previous phase, CxP shall proceed with the following:

A. Review with County initial functional performance testing, integrated functional performance testing (performance verification), deficiency resolution tracking. Review as-built drawings for completeness.

B. Prepare comprehensive report documenting the entire processing, including test results, findings, and recommendations.

C. Maintain thorough documentation throughout the process, including checklists, reports, and training materials.

D. Review O&M manuals and systems manuals

E. Deliver commissioning report

F. Review warranties and plan for seasonal testing:

   a. Review outstanding issues

b. Review building optimization needs

c. Determine required deferred testing

d. Develop lessons learned presentation/ report

G. 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.

H. Provide deliverables in accordance with County's Commissioning Guide.

Phase VI – WARRANTY PHASE

Upon County acceptance of previous phase, CxP shall perform the following services:

A. 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.

B. Collaborate with County, design team and contractor to ensure the equipment, material, and workmanship meets the specifications.

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

D. Perform opposite season testing events. Opposite season testing to be determined.

E. Accompany County on Warranty Inspection to determine if project is meeting County's original County's Performance Requirements (OPR) and that all supplier and manufacturer warranties remain in force.

F. Provide deliverables in accordance with County's Commissioning Guide.

EXHIBIT B

FEE SCHEDULE

This schedule indicates fees by Phase of the Basic Fee:

		$	**377,709**	100%
86%	**Command Comissioning, LLC**	**$**	**323,334**	
14%	**Lerch Bates**	**$**	**54,375**	
Phase I- II - PROJECT REQUIREMENTS/DESIGN PHASE COMMISSIONING		**$**	**1,664**	0%
	Command Comissioning, LLC	$	1,664	
	Lerch Bates	$	-	
Phase III - CONSTRUCTION PHASE COMMISSIONING		**$**	**154,365**	41%
	Command Comissioning, LLC	$	99,990	
	Lerch Bates	$	54,375	
Phase IV -V - STARTUP, TESTING, and ACCEPTANCE		**$**	**145,440**	39%
	Command Comissioning, LLC	$	145,440	
	Lerch Bates	$	-	
Phase VI - WARRANTY PHASE		$	76,240	20%
	Command Comissioning, LLC	$	76,240	
	Lerch Bates			

EXHIBIT C

PRODUCTION SCHEDULE

A/E agrees to complete the professional design services called for in **Exhibit A** of this Agreement within **Six Hundred Thirty-Three (633) 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	**06/24/25**
Phase I - PROJECT REQUIREMENTS	
Provide OPR (Owner's Performance Requirements)	07/24/25
Provide comprehensive commissioning plan	08/05/25
County written authorization to proceed to next phase	08/15/25
Phase II - DESIGN PHASE COMMISSIONING	
Develop pre-functional checklists for equipment/testing requirements	09/05/25
Review project requirements and preliminary design documents	09/19/25
Review design documents at 90%	09/30/25
County written authorization to proceed to next phase	10/09/25
Phase III - CONSTRUCTION PHASE COMMISSIONING	
Start of submittal reviews	10/21/25
Verify pre-functional checkslists are completed	11/04/25
County written authorization to proceed to next phase	11/14/25
Phase IV -STARTUP AND TESTING	
Perform functional testing, including test and balance verification	12/04/25
Review the completed Testing Reports	12/29/25
County written authorization to proceed to next phase	01/07/26

Phase V - ACCEPTANCE

Review performance testing and as-built drawings	01/15/26
Review O&M manuals and system manuals	01/22/26
Provide comprehensive report	02/05/26
Conduct Substantial Completion inspection	02/17/26
Conduct Final Completion inspection	03/19/26

Phase VI - WARRANTY PHASE

Review documents for conformance to the OPR.	04/02/26
Complete opposite season testing events.	04/29/26
Conduct One-year Warranty inspection.	01/19/27

Update the Final Cx Report to incorporate findings/activities

All services shall be complete on, or before:	**03/19/27**

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.

Command Commissioning, LLC

Signature of Certifying Official

KEN MELINE
Printed Name of Certifying Official

PRINCIPAL
Title of Certifying Official

6/12/25
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 Ken Meline
Signatory Name

the Principal of Command Commissioning on behalf of said firm.
Signatory Title Entity Name

TIMOTHY JOHN HILL
Notary Public, State of Texas
Comm. Expires 06-16-2027
Notary ID 126528514

Notary Public in and for the
State of Texas

My commission expires: 06/16/2027

EXHIBIT F

CERTIFICATES OF INSURANCE

CxP and Subconsultant Certificates of Insurance attached:

Building Commissioning Guideline, Volume 1.1
July 21, 2023



Wilco Facilities Commissioning Guideline Final Version

FOREWORD

The commissioning process is a quality-oriented process for achieving, verifying, and documenting that the performance of facilities, systems and assemblies meets defined objectives and criteria. The commissioning process begins at project inception and continues for the life of the facility through the occupancy and operational phases. Because this guideline details a process, it can be applied to both new and renovation projects.

The commissioning process includes specific tasks to be conducted during each phase in order to verify that design, construction, and training meets the Owner's Project Requirements (OPR). This guideline in concert with our Division 1, 15 and 16 commissioning specifications as well as our Building Closeout and Transition Program describes the overall commissioning process in order to provide a uniform, integrated, and consistent approach for delivering and operating facilities that meet Facilities' ongoing requirements.

This edition of the Recommended Guidelines for Facilities Building Commissioning is intended to assist Facilities project managers during the development and implementation of the commissioning process. It is anticipated that, once the principles stated herein have been tested, updates to the guidelines will be necessary. Comments or suggestions on how to improve this document and the quality of facilities at Williamson County Facilities would be greatly appreciated. Please send all comments to the Commissioning Program Manager at the Facilities in Georgetown, Texas.

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EXECUTIVE SUMMARY

Commissioning is a planned, collaborative, and systematic process of review, testing and documentation collection conducted to confirm that a structure and its subsystems perform as designed and as expected by the building occupant. In most cases, this procedure takes place during the entire project, from planning through final acceptance of the building. Commissioning has been shown to improve building quality in thousands of major projects nationwide. Commissioning (more specifically the commissioning authority) should not be confused with project management or construction management (project manager (PM) and/or construction management (CM)). A project manager is the person assigned responsibility and accountability for the project. This person is responsible for delivering the project in the agreed schedule, to the correct technical specifications, i.e. defined to meet user requirements, and within the approved budget and other specified criteria, e.g. key performance indicators[1].

Construction management is a professional service that applies management techniques to the planning, design and construction of a project from inception to completion for the purpose of controlling time, cost and quality. PM's and CM's share a commonality which focuses resources on time, cost and schedule. Commissioning, in contrast, focuses on the overall quality, operability and completion of the project using the KPI and Owner's project requirements as a basis for the success criteria.

Facilities has opted for three methodologies in the delivery of commissioning services all of which are based on the implementation of the Facilities Cx Guideline and program:

1 Internal staff resources provide all commissioning necessary for small to mid size projects and retrofits.

2 Independent commissioning authorities contracted by Facilities for large or mission critical projects where Facilities internal resources cannot commit or fulfill the necessary time requirements for the successful completion of commissioning task.

3 Collaborative approach in which Facilities internal staff will act as the CxA project manager and coordinate a team of individual contract designees or internal staff to fulfill the commissioning program requirements.

Regardless of the methodology, the CxA (Commissioning Authority) should be chosen based on experience and in a manner similar to consulting engineers and architects where experience, resources, skills and the required amount of availability and flexibility are appropriately addressed.

[1]The Key Performance Indicators (KPI) determined at the beginning of the project, reflect directly on the key objectives (goals) of the project and provide the basis for project management trade-off decisions during the course of the project. At the completion of the project these KPI's will be the most relevant measures to confirm the acceptability of the project and its product by the project's stakeholders as being successful. The KPI's will also be documented in a Williamson County Facilities Management Central database to continually evaluate building metrics, value and lifecycle cost benefits (Location TBD).

Facilities Factors Supporting the Need for Building Commissioning
■ Unclear Owner's Performance Requirement (OPR) ■ Complex building systems ■ Increased specialization without integration ■ Unclear standards and criteria for gauging system performance ■ Lack of functional performance testing ■ Conflicts between specifications and applicable codes ■ Conflicts between program management and long term operability ■ Inadequate system documentation ■ Current maintainability and accessibility problems ■ Inadequate provision for maintenance, O&M manuals and training ■ Numerous change orders and cost overruns ■ Unfinished systems at project completion ■ Poor quality of design and installation ■ Lack of records including change order authorization and agreements to reduce scope ■ Current reality of significant unbudgeted time for follow-up to remedy errors and omissions using operating budgets ■ Facilities PMs overworked ■ Potential lack of OEM at project turnover ■ Typically no construction manager on the job ■ Lack of appropriate resources to develop, implement and perform necessary quality assurance programs.
Sources: U.S. General Services Administration Building Commissioning Guide, July 2003, Facilities Initial Project Evaluation October 5, 2006

It is anticipated that the Facilities commissioning program will be available for all projects as a resource and management tool. The Facilities Commissioning Program team will/can provide all materials and resources necessary for the announcement, review and selection of an outside third party commissioning firm. The Facilities Commissioning Program team can also manage the commissioning process by providing actual commissioning services or by ensuring that contracted independent commissioning firms are fulfilling their contractual obligations. Facilities PMs should look for a staff that includes both professional engineers and experienced technicians when awarding projects to CxA firms until such time as the release of this program. One should also expect commissioning

service providers to participate in the national commissioning community through conferences, continuing education, and as participants in national peer organizations.

All building programs at Facilities will require commissioning for at least the mechanical, life safety, and electrical portions of the project. As Key Performance Indicators are evaluated, commissioning may expand to a total building function. The determination of whether to use an independent or internal staff commissioning provider should be evaluated using this simple criteria:

Use of an independent third party commissioning provider is considered standard procedure for all new building projects.

Use of the collaborative program should be considered when the complexity of the project or the time commitments couldn't be completely fulfilled by Facilities' internal staff or in situations in which multiple remodel projects are being assigned to one Facilities internal staff to manage the commissioning aspects.

Program managers should anticipate a budget between .75 percent to 3.0 percent of the new building construction for total building commissioning. If only select systems are to be commissioned, then the recommendation is to budget an average of 3.0 percent of the system component cost for commissioning of that system. These fees are exclusive of travel, videotaping, testing-adjusting and balancing (TAB) work, and extra certifications beyond occupancy. If 3.0 percent of the new building construction is less than $3.5k and the project will require third party commissioning, it is recommended to use the estimate of $3.5K amount due to a minimum amount of time needed to perform the commissioning process.

While the cost of commissioning constitutes only a very small part of the cost of the initial construction process, it has been shown to be a significant, positive contributor to the economical construction and maintenance of the facility for years to come. In a recent study conducted for the U.S. Department of Energy, the cost of commissioning was actually determined to be a negative number for the Owner. The expected first cost increase for these services actually lowered the entire first cost of the project. Metrics below do not reflect the additional long-term operational savings

COMMISSIONING METRICS (These Numbers need to be revised)
U.S. DOE
Cross Section of Building Types (Administrative, Data Center, Production, Research)

Project Types	Average Total Cost of Construction (millions)	Average Square Feet (thousands)	Average # of Deficiencies Discovered	Average Commissioning Cost	Net Cost Cx Cost-Cost of corrections prior to turn over.
Project "A" Type	$14	36	622	$155,000	-$128,960
Project "B" Type	$48.6	360	528	$265,000	-$162,925
Project "C" Type	$10	55	650	$168,000	-$396,875
Project "D" Type	$10.1	52	473	$123,000	-$202,527

SECTION 1 - WHAT IS COMMISSIONING?

Simply stated, commissioning is the process of making sure a building works as intended. A more complete definition is:

> **"Systematic process of assuring by verification and documentation, from the design phase to minimum of one year after construction, that all facility systems perform interactively in accordance with the design documentation and intent, and in accordance with the Owner's requirements, including preparation of operation personnel"** [2]

Let us take a closer look at this definition:

Commissioning is *systematic*. Benefits from commissioning can be achieved no matter when the process starts. The earlier one begins the process of commissioning, the greater the potential benefits are. The maximum benefit will be achieved when commissioning is a part of the project from the very start. Furthermore, commissioning must be *integrated* into the project, meaning that commissioning is made integral to every stage of the project: design, construction, acceptance, and post occupancy (warranty).

The factors of *planning* and *integration* are two key points that set commissioning apart from traditional construction quality assurance processes. The American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE)[3], a leader in HVAC issues, offers several resources that are helpful for becoming acquainted with commissioning for mechanical systems. Another important resource for learning about commissioning is the Facilities Online Commissioning resource tool (www.Facilitiesxxx.Facilities.com) that provides a self-paced course on Facilities commissioning standards, resources and programs.

Historically, the term "commissioning" has referred to the process by which the heating, ventilation and air conditioning (HVAC) systems of a building were tested and balanced according to established standards prior to acceptance by the building Owner. Facilities, however, recognizes that the use of commissioning is key for the integrated nature of all building systems performance that impact our sustainability, workplace productivity and security. Because all building systems are integrated, a deficiency in one or more components can result in sub-optimal operation and performance among other components. Remedying these deficiencies can result in a variety of benefits including:

[2] GSA Guideline "Building Commissioning"

[3] ASHRAE can be contacted in Atlanta, GA at 404-636-8400 or e-mailed at edu@ashrae.org. The ASHRAE web site can be accessed at www.ASHRAE.org.

- Lower utility bills through energy savings
- Improved environmental/health conditions and occupant comfort
- Improved system and equipment function
- Improved building operation and maintenance
- Better building documentation
- Shortened occupancy transition
- Significant extension of equipment/system life cycle
- Reduced construction cost
- Increased reliability of building systems
- Improved building occupant productivity
- INCREASED BOTTOM LINE PROFITIABILITY

This highly integrated approach has been adopted by the National Institute of Building Sciences (NIBS), General Services Administration (GSA), Department of Energy (DOE), Department of the Navy, and many other federal, public and private entities. According to the GSA,[4] the largest owner and operator of buildings in the United States, commissioning will become business as usual due to the tremendous benefits it bestows upon the projects. Furthermore, total building commissioning is the Public Buildings Service process for quality assurance in new construction and facility modernization. "It is the process for achieving, validating and documenting that the performance of the total building and its systems meet the design needs and requirements of the Owner."

1.1 Planned and Integrated Commissioning is Crucial

Using the Facilities commissioning process during the design phase does not significantly change the way the design firms do business or the way we should manage our projects. It provides the design firm with additional information they need to do their job, requires that they document all assumptions, and that they submit quality design products. In essence, it requires them to fulfill their contract obligations to us!

Each design option developed by the design team must be linked back to the OPR (Owner's Performance Requirement) document. When a specific OPR cannot be met, that situation should be identified and the reason given as to why it cannot be met. The project team then evaluates the design options on their ability to meet the OPR as a whole. Tradeoffs are made based on cost, risk, schedule or other considerations, and the OPR is updated to reflect the decisions made.

[4] GSA publication "*GSA Guide to Building Commissioning"*

The process of selecting each design option is critical in that the designers are working as part of the project team to hone the shape, size, and type of facility and components to meet the OPR. Sufficient time must be spent during this step to ensure that all questions and concerns have been addressed and agreed to by the project team. Mistakes that are not caught during this step have repercussions throughout the life of the facility.

The implementation of commissioning during design is important because of several key services and benefits that the process provides to us including:

Commissioning Benefits During Design Phase

- Early introduction to the commissioning plan avoids exposing team members to unexpected reviews and service requirements during the course of the project.
- The CxA should confirm that the Owner's Performance Requirement (OPR) is complete during design phase. If not complete, the CxA should develop the initial OPR document that will be turned over to the A/E team so that the Basis of Design (BoD) can be developed. The OPR document is described in more detail later in this paper.
- The CxA contributes to the documentation of the Basis of Design (BoD) in several ways. Once the designers begin submitting their BoD information, the CxA must review the information to verify that it is a quality effort and to help reduce the occurrence of omissions. Next, as a part of the design review, the CxA must also compare the BoD information supplied by the designers with the OPR, to verify that the design does not violate the Owner's requirements.
- The CxA should check the construction plans and specifications during the pre-bid phase to confirm that the documents include provisions for commissioning, including systems testing and sequence of operation verification.
- The CxA should provide the requirements for commissioning in the specifications so that the general contractor is aware of their responsibilities prior to submitting a bid.
- The CxA's presence at pre-bid and preconstruction conferences should further acquaint construction personnel with the commissioning process and draw the constructor(s) into the project team.
- The CxA should document any changes that are made to the BoD, and identify them to other members of the design team so that the design team can insure the coordination of the drawings and specifications.
- The CxA can aid the designers by supplying a consistent format for guidance, which is likely to be very valuable to designers new to the BoD and the commissioning process.

1.2 Commissioning is Collaborative, Systematic, and Documented

Commissioning is *collaborative*. It is a team process from the very beginning. *One of the most important responsibilities of the CxA is team formation and the development of an accepted and standardized communications protocol.* The experienced commissioning professional verifies that quality is included in the project from start to finish by creating a heightened respect for quality within the team. To be sure, there is a certain amount of error identification, both in design and construction; but mainly, quality is built in, not inspected in!

Commissioning is *systematic*. Commissioning includes testing all items in all modes of operation. Equipment is first inspected in a static condition to assure it is installed correctly **(Field Verification)**. Moving equipment is then started up and electrical equipment energized for the first time under controlled conditions **(Functional Verification)**. After equipment is started up, systems of equipment are tested running together to prove that the system as a whole will operate as required **(Performance Verification)**.

Systematic refers to the commissioning building blocks of review, inspection, startup, and testing. It also refers to the "systems" nature of modern buildings. The commissioning process is organized by system components, including air handling units, pumps, boilers, chillers, water treatment, fire alarms, smoke evacuation, door locks, roofs, and walls. Grouping the building into subsystems makes it easier to understand how the building works and provides a framework for commissioning.

Commissioning is *documented.* The value of commissioning remains long after the building is accepted and turned over to the O&M staff. In the course of commissioning, key parameters of the systems are documented, organized, and preserved in the commissioning report. Not the least of these items is the OPR. The commissioning report records the intended use of the building and its various spaces so that if operation and maintenance personnel change, O&M staff will be able to understand why things work the way they do.

The review and approval of the O&M manual and the organization of the training program are also assigned to the CxA. This further insures that the tools required for future correct building operation are provided for Facilities' operational staff by the time of the completion of the project.

SECTION 2 - WHY COMMISSION?

There are two main benefits of commissioning:

- Facilities can have assurance of a correctly operating building at completion.
- Facilities can have a basis for confidence in continued correct operation due to documentation and staff training.

Recent studies conducted by Department of Energy indicate that on average the operating costs of a commissioned building range from 8% to 20% below that of a non–commissioned building. Certain available commissioning implementation tools, such as energy modeling and verification, may even result in a negative capital investment cost. Facilities' goal in adopting building commissioning is:

- To safeguard our building interest, by implementing solutions that best represent and meet the long term efficiency and functionality of all buildings and meet the expectations of our customers
- To improve facility operations
- To optimize the value received for each construction dollar spent
- To improve Indoor Air Quality (IAQ) and decrease liability due to IAQ problems
- To reduce unnecessary energy consumption
- To increase the productivity of our employees

To better understand these benefits, consider the increase in the complexity of building components over the past three decades. A greater increase in the complexity of building components has come about in the last thirty years than in the 200 years before. Thirty years ago, buildings operated by microprocessors were a novelty. Now nearly all buildings are operated by a Building Automation System (BAS) and large research facilities may have hundreds of microprocessors controlling everything from lights and comfort to the safety and security needs of the occupants. The same is true regarding automatic valves, actuators, solid-state sensors, occupancy sensors, CO_2 sensors, variable frequency drives, pure water systems, fume hoods, biological hoods, and other modern appurtenances.

Consider the increasing use of technology to meet the demands of safety and efficiency. The energy crisis of the 1970s brought about a huge increase in America's energy consciousness. This is reflected today in building codes as well as design standards. Buildings must operate at a higher level of efficiency than they did thirty years ago. They attain this level of efficiency largely by using the sophisticated components described above, coupled with complex computerized building operating strategies.

Benefits of Commissioning for Facilities
■ Reduce change orders ■ Reduce project delays ■ Enforce start-up requirements ■ Shorten building turnover period ■ Reduce post-occupancy corrective work ■ Minimize effects of design defects ■ Improve indoor environment and employee productivity ■ Increase building maintainability and reliability ■ Reduce energy and operating costs ■ Increase value through better quality construction ■ Enhance move in experience of our customers ■ Reduce overall cost of new building delivery ■ Provide market awareness of sustainable efforts at Facilities

Consider also the increase in the use of new materials over the past two decades. New materials have been incorporated into wall finishes, insulation, carpet, ceiling tiles, window coverings, office equipment, furniture, paper, books, cleaning agents, and almost every other item to be found in the modern workplace. All these items either cost less or provide better service. Some do both. Unfortunately, many of them contain untested chemicals that deteriorate the building air quality and cause allergic reactions for some workers unless a building's HVAC systems are operating correctly.

Top Deficiencies Discovered in Facilities' New and Existing Buildings
■ Incorrect scheduling of HVAC and day lighting systems ■ Incorrect heating and cooling sequence of operations ■ Incorrect calibration of sensors and instrumentation ■ Lack of control strategies for optimum comfort and efficient operation ■ Malfunctioning air- and water-side economizers ■ Under-utilized computer-based control systems ■ Short-cycling of HVAC equipment leading to premature failure ■ Lack of design intent and building documentation ■ Lack of training for building operators or service contractors ■ Missing specified and paid-for equipment ■ Lack of uniform building deficiency tracking ■ Occupancy determined by schedule not functionality ■ Lack of turnover standards and documentation ■ No warranty documentation ■ No design intent determined for buildings ■ No measurable KPI's ■ Meeting OPR can take years ■ Lack warranty troubleshooting procedures and standards ■ Lack standards of review for controls and points prior to acceptance ■ Lack of acceptance program ■ No energy consumption tracking or verification program ■ Lack of consistent O&M training program ■ Lack of clearly defined roles of all parties and their responsibilities

2.1 Commissioning for Maintenance

In the same way that engineering fees have remained relatively fixed, funding for maintenance and operations has stayed about the same on a unitary (per square foot) basis for a great number of years. Maintenance funding fails to reflect the increased complexity of buildings, as well as the need and cost for education and ongoing re-training of the O&M staff.

An ever-widening gap has developed between what a constructor installs and what O&M staff members are ready to accept. System components can be correctly sized, specified,

and supplied, but not installed, adjusted, and integrated to work optimally on the job. The consequence is that the noncommissioned building does not work correctly when it is built and the O&M staff does not have the time to figure out why. In fact, the O&M staff may be unaware that the building is operating incorrectly until the occupants complain.

Unfortunately, by this time, the building occupants' productivity has been reduced and they have come to expect no better than the poor building environment given them. Already, this new building is in an operations death spiral in which the building staff spends all their time attacking the symptoms of installation and design problems but have no training or time to attack the root causes. Evidence of such a situation may be seen in the bypassing and disconnecting of automatic controls, whether because of a lack of operational and maintenance training or because of equipment that has not been tested and adjusted to work smoothly as part of the overall installation. The result is steadily deteriorating environmental quality in the workspace, reduced energy efficiency, and building performance that falls short of the Owner's expectations.

The cost of these consequences is huge and can easily add up to many times the cost of commissioning.

Commissioning is the quality management process applied to building construction. It builds quality into the project and confirms correct operation through testing.

SECTION 3 - WHEN TO COMMISSION?

Facilities' Commissioning process should be performed on all new buildings and on any building remodel projects costing approximately $50,000 or more. On projects smaller than this, Facilities should execute its Commissioning Lite process. Projects that involve the installation of Electrical and/or HVAC equipment that has to be integrated into existing systems. Commission should be done on projects that change occupancy and/or intent of area of the building.

3.1 Budgeting for Commissioning

When considering budget criteria for commissioning, project managers should consider the following factors: What is the cost to Facilities if the building is energy inefficient? Environmentally wasteful? Inflexible? Seismically unsafe? Inaccessible? Unresponsive to client needs and Costly to Operate?

No set standards can be applied to determine the proper cost of commissioning for every building. The extent of desired commissioning services will affect the budget requirements. Factors such as building complexity, systems to be commissioned, critical operations inside the building, level of testing required, operation and maintenance goals, training requirements, project duration, and travel requirements all need to be considered in the budgeting process.

- Total building commissioning cost ranges from 0.75% to 3.0% of construction cost.

Cost Savings from Building Commissioning
■ Energy savings of 20 to 50 percent ■ Maintenance savings of 15 to 35 percent ■ Reduction of claims of 2 to 10 percent ■ Reduction of in-house overtime costs ■ Reduction of trouble-shooting costs
Source: Building Owners and Managers Association (BOMA) cost data for office buildings

Testing of sophisticated electrical systems such as emergency generators, uninterruptible power supply (UPS) systems, automatic transfer gear, etc, when included in the CxA contract will increase the cost of the electrical system commissioning.

Section 3 – When to Commission?

Various surveys on the cost of commissioning have been conducted throughout the U.S. and Canada. These surveys provide a starting point for budgeting. The data collected to date, indicate the cost of commissioning appears to range from 1.5% to 4.5% of the cost of the systems to be commissioned. For a building of average complexity and construction schedule, the cost of commissioning should be about 3.0% of the construction cost for the systems being commissioned. An average cost for basic commissioning of mechanical and electrical systems appears to be 3.0% and 1.5% respectively. For commissioning of sophisticated buildings such as research facilities and laboratories, this range can rise to 3.5% to 4.0%. For commissioning of simple fan-coil systems, the cost will be below these values. In the event that total building commissioning is desired, we recommend using 1% to 3.0% of the total construction cost in the project budget.

SECTION 4 - COMMISSIONING DELIVERY METHODS

The "How To" process of commissioning begins with the decision-making requirement of "Which delivery method?" As important as it is to implement a commissioning process, the method selected is crucial to the success of a project. Relationships and trust established at the onset of the project are the significant drivers for success. Many factors and variables (procurement, purchasing, resources, budget, schedule) greatly influence which delivery method is chosen. Facilities has adopted three primary commissioning delivery methods, which are outlined below.

4.1 Commissioning Delivery Methods

The combination of variables in the commissioning delivery selection process has led to the development of primary commissioning delivery methods adopted at Facilities:

- Engagement of independent commissioning provider
- Sole Facilities internal staff resource performs commissioning services
- Collaborative approach where Facilities internally manages a team of contracted providers

Which method is employed is driven primarily by project cost and complexity together with resource availability. While we may assume that it is always better to use internal Facilities resources from an operations support team, our experience suggests that time allocation, conflicting priorities and lack of excess capacity have degraded our ability to provide this service. Thus, for most projects our standard procedure would be the engagement of an independent CxA provider who would fulfill the obligations as outlined in our commissioning program.

Facilities has purchasing and procurement regulations and procedures in place to support this process. Therefore, the details of these processes are not enumerated here. Instead, the focus is on explanation of the delivery methods. In subsequent sections, development of the Scope of Work, Scope of Services, and other project specific aspects are covered.

4.2 Understanding and Evaluating the Options—Pros and Cons

Pros and cons stated herein are given for extreme effect to illustrate the stereotypical point. As further illustrative examples, imaginary quotes are listed in "role playing" fashion to demonstrate possible scenarios. We believe that in real life, the teams, players, and examples given may well be more moderate than the examples given here.

At the same time that the project delivery method is chosen and the decision is made to include commissioning, the commissioning delivery method should also be determined.

4.2.1 Option 1: Engagement of Independent Commissioning

In this option, an independent, separate entity assumes responsibility for administering and implementing the Facilities commissioning program under contract directly to Facilities.

Again, whenever Facilities selects this choice, the CxA should be separated from the design element or construction management unit in order to provide Facilities with the independence required for the commissioning process to be successful and to avoid any conflicts of interest.

The CxA should have a separate professional services contract in place with Facilities. (It is envisioned that a separate Facilities business partner (DBP) may manage this program for Facilities. If so, a project manager would contact the DBP, and they would arrange for all commissioning services) The CxA should be independent of the other stakeholders (Owner's project manager, A/E, construction managers, and construction contractors). It is important that the CxA has design, construction, and operations experience for the type of systems and assemblies included in the project. Expertise and experience in successfully implementing the Facilities commissioning process should take priority over knowledge of all systems and assemblies. The CxA should have internal technical resources for each specific system and assembly. Contracting for commissioning process services through a separate, independent professional enables the CxA to focus on the commissioning process and to avoid potential conflicts of interest. This separate relationship allows the CxA to act independently as director of commissioning process activities and to focus on the functionality of systems and assemblies relative to the OPR. For this reason, the CxA must be able to communicate directly with the Facilities project manager. Additionally, for the commissioning process to be successful there must be a cooperative atmosphere among all parties to avoid adversarial relationships. To achieve this, all parties should be represented on the commissioning team.

The CxA will implement the detailed Facilities commissioning program requirements, which verify the OPR, and subsequent deliverable task as outlined in the Facilities Commissioning Specification. While Facilities maintains standard commissioning specifications and design guidelines, the CxA will review the Facilities Standard Commissioning Specifications and Design Guidelines and suggest any modifications that are necessary with the Facilities project manager. Therefore, regardless of the selection of a CxA and the use of design guidelines the CxA is a contributor to the project specifications (construction contract documents).

Pros

- Classical independent consultant can provide impartiality without a link to profitability or reverse incentives.
- Data is provided directly to Facilities (saves time, translation).
- The fox is not guarding the hen house.

- Since they are not responsible for the design, the independent CxA is more likely to ask questions, acting as the Facilities' advocate to identify failure scenarios.
- They may bring field testing experience to the design phase.

Cons

- The third party role can result in "reporting" without resolution. Because the independent authority is not responsible for design or construction.
- Who takes the lead to resolve issues or effect change and action where needed?
- If not brought on board early enough, or brought without buy-in to the team and the design or construction process to date, the independent firm can lack the "can do" attitude earned by the rest of the team. It may introduce rework and potential conflict with A/E and or the general contractor.

4.2.2 Option 2: Owner-Led Commissioning

In this method, Facilities implements the Facilities Commissioning Program via in-house staff. No external third party authority, constructor or designer is retained. Facilities must have an experienced field commissioning and management team on staff trained in the use and implementation of the Facilities Commissioning Program and tools. This would also include the capability to provide all necessary commissioning disciplines (mechanical, electrical, etc.) in a timely and effective manner. While the CxA can be an employee of Facilities, they should not be part of the project design team. Whenever this choice is made by Facilities, the CxA should be separated from the design element in order to provide Facilities with the independence required for the commissioning process to be successful and to avoid any conflicts of interest.

Pros

- Facilities retains control and decision-making ability over all other parties.
- Quick, single-point action is possible.
- No information translation loss from CxA team to Facilities.
- Facilities' team retains all the lessons learned during the commissioning process.
- Provides Facilities with another opportunity for designer and constructor performance evaluation.

Cons

- Facilities may not have enough staff or staff with enough detailed technical knowledge.
- Facilities may not be able to maintain impartial control and decision-making ability.
- Owner may not have a sufficiently assertive manager to run the commissioning process well and resolve conflicts in a timely manner. For example, the case may

arise in which a difference of opinion exists between a headstrong design engineer and an unyielding mechanical trade subcontractor about some system requirement, which needs to be resolved decisively and quickly.

- Facilities' CxA leader may not be empowered to make decisions, take risks, or resolve gray issues given that the same project managers who may have been affected by commissioning may judge their employment advancement.
- True completion of a commissioned facility may be less likely without the benefit of state-of-the-industry professionals.
- True total cost, including callbacks, problems, and downtime may greatly exceed the apparent initial savings of not having an external CxA.

4.2.3 Collective Commissioning Program

In this option, Facilities internal staff will lead the commissioning process in concert with industry professionals and/or tradesmen. The use of this delivery approach has been designed to augment as necessary the labor or expertise short fall that can be found within facilities and engineering. The use of this delivery model is ideal for quick turnaround projects, retrofits and renovations. As in the other delivery methods, the Facilities Commissioning Program will be implemented completely however, the Facilities Commissioning project manager will assign segmented tasks to his team for execution.

Pros

- Reduce the need for additional full time facilities staff
- Enable the Facilities Commissioning Program for aggressive small projects with short turnaround times
- Emulates success criteria found in larger Facilities project experience

Cons

- Who takes the lead to resolve issues or effect change and action where needed?
- Potential for fox guarding the hen house (conflict of interest)
- Potential for drive by reporting

SECTION 5 - IMPLEMENTING THE COMMISSIONING DELIVERY PROCESS

Commissioning will now be implemented on all Facilities projects. In order to begin the program several questions in regards to project programming may be helpful to review.

5.1 Q: As a Facilities Project Manager, which delivery method should I use?

A: As soon as the project begins programming and/or preliminary design, the Facilities PM should decide the Cx delivery method that will be used for the project. Generally, the appropriate choice of delivery method is determined by a combination of items, including the following:

- The level of sophistication of the building
- The level of sophistication and availability of Facilities' in-house resources
- The budget that is available for the commissioning effort
- The skill sets of the parties that will be involved in the construction project (low bid, versus CM, versus negotiated, geographic region etc.)
- The experience of contractors and their subs with the commissioning process
- The skill sets of the commissioning service providers who will be sent a CWA
- If the DCP is approved, consultations with the program director for commissioning will aid in this effort.
- As discussed earlier, while Facilities would prefer to use internal resources, for most projects involving new facility construction, data centers, manufacturing or extensive renovation, the use of an independent provider pre-approved by Facilities would be the logical choice.

5.2 Q: When should I select the commissioning delivery method?

A: The commissioning process should be started early in the programming or pre-design phase. If that is not possible, the CxA should be selected early enough for them to contribute as a member of the design team. As defined previously, commissioning is a systematic process beginning in the design phase. At this point, the design team can begin working with the CxA to (1) develop the commissioning-focused quality assurance procedures for the design; (2) develop the building product that meets the Owner's performance requirements; and (3) develop the drawings and specifications that will facilitate commissioning during the construction phase.

5.3 Q: What level of commissioning is appropriate?

A: Williamson County Facilities Management, expects that all projects will fulfill the intent and requirements of the Facilities Commissioning Program. The depth and amount of resources are a function of the complexity and the critical nature of the building systems. Obviously, a mission critical process has greater needs than a spec office complex. The Facilities customer, PM, and the design/engineering team should work together to determine the needs. A***s a minimum, all mechanical, electrical, plumbing, security, and critical systems will be commissioned. This would include the following typical deliverables:***

- Predesign/Planning development of OPR
  a. Development of initial commissioning plan
  b. Training for project team on Facilities' CxA
- The Design Stage
  a. Maintain master issue log in Facilities' (Database TBD)
  b. Schematic review
  c. Design document review at 50% & 100%
  d. Construction Document review at 50%, 75% & 95%
  e. Review and modification of specifications regarding commissioning
  f. Development of checklist for equipment
  g. Development of functional testing requirements
- The Bidding Stage-Respond to questions concerning commissioning requirements
- Construction
  a. Submittal reviews concurrent with Facilities
  b. Development of commissioning schedule
  c. Site observation
  d. Witnessing of critical systems
  e. Review RFI & change order logs and submittals
  f. Deficiency tracking (Database TBD)
  g. Reporting
  h. Asset data collection
  i. Test and balance verification
  j. Review of O&M drafts
  k. Review of training program
  l. Static inspection (field verification) of components and systems
  m. Startup (functional verification)
- Acceptance
  a. Initial functional performance testing
  b. Integrated functional performance testing (performance verification)
  c. Deficiency resolution tracking
  d. Review of as-built drawings and completeness
  e. Acceptance of O&M manuals and systems manuals (soft & hard)

f. Delivery of commissioning report

- O&M staff training and documentation
- Warranty review and seasonal testing
  a. Review of outstanding issues
  b. Review of building optimization needs
  c. Deferred testing
  d. Lessons learned presentation.

5.4 Q: When do we implement the commissioning process?

A: In most cases, the earlier in the project that commissioning activities can begin; the greater the effect they can have on the performance and outcome of the design, construction, and commissioning process. Various reasons for this advantage include the following:

- The CxA needs to develop a relationship of trust with the design team and with Facilities' staff. When CxAs are brought in late in the design phase, the designers have a tendency to view them as adversaries and not members of the team.
- The CxA needs to have a full understanding of the OPR. Such an understanding can be communicated more effectively in face-to-face meetings with all parties involved, rather than in written form only.
- Ideally, the team members selected to perform commissioning will have extensive experience with startup and troubleshooting of buildings. They may identify design issues that will be much less costly to correct on the drawings than after the systems are constructed.
- It is important that the constructor have a clear understanding of the constructor's role in the commissioning process. The CxA should list those requirements clearly in the specifications, especially when using a CM to help with the construction budgeting process.
- The CxA will help to ensure that sufficient balancing devices, measuring devices, and control items are included in the bid documents, which is more cost effective than adding these devices to the project through the "change-order" process.

5.5 Q: What are the benefits of early commissioning?

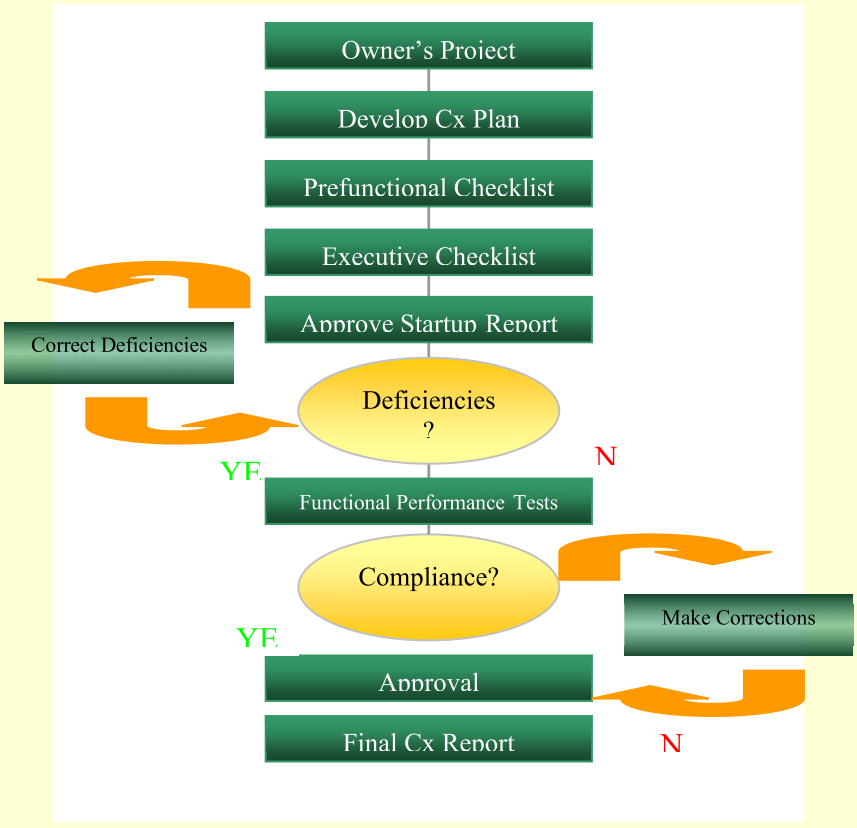
A: In almost every case, the earlier in the project that the commissioning activities can begin, the greater the benefit they can bring to the performance and outcome of the design and construction processes, and the commissioning process itself. Why is this true? Because these processes all profit from collective experience, feedback loops, and lessons learned and shared. If the commissioning

entity is able to influence or create the design intent document, they can bring their knowledge from the field of “what works” to the design stage, resulting in a building that, by design, will have a better chance of working as intended.

SECTION 6 - THE COMMISSIONING PROCESS—STEP-BY-STEP

A comprehensive view of the integrated commissioning process can be considered to have nine distinct phases in the following order:

- Predesign/Planning
- The Design Stage
- The Bidding Stage
- Early Construction
- Static Inspection (Field Verification)
- Startup (Functional Verification)
- Shakedown (Performance Verification)
- O&M Staff Training and Documentation
- Warranty Review and Seasonal Testing



Commissioning Process

6.1 The Commissioning Process—Predesign/Planning

A sample Owner's Performance Requirement is included in Appendix G of the Facilities Commissioning Plan.

The most important components of this early phase of the project are the Owner's Performance Requirement (OPR) and the Basis of Design (BoD) documents.

The OPR is Facilities' *intention and expectation* of the *design and operations* of the building. It is the Owner's requirements for a successful building. It is a written document that details the functional requirements of a project and the expectations of how it will be used and operated. This includes project and design goals, measurable performance criteria, budgets, schedules, success criteria, and supporting documentation. In order for the project to be successful, the project team must achieve these requirements and document the achievement.

Regardless of what the document includes, it is architectural in origin: having been developed in association with the project design team. The document is performance-based and concentrates on what the occupants *need* instead of focusing on how the design team will provide it.

This does not mean that architectural considerations are foremost in the document. If only mechanical and electrical systems are being commissioned, then a sufficient OPR may be 90% those disciplines and 10% architectural issues (such as building code requirements, occupancy, etc.). The OPR, once complete, is then turned over to the A/E design team. They have the responsibility to develop the BoD, the primary document that translates the Owner's needs into building components such as occupancy type, room size, population, air quality, etc. The design team will produce design documents based on the BoD.

The job of the CxA is to assure that components have been supplied and installed correctly according to the bid documents, and to assure that the occupant's needs are met as described in the OPR. Therefore, the CxA needs both the OPR, based on the architect's knowledge of the occupants' needs and the design itself, showing the specified solution.

The OPR should be referred to frequently in the construction process. At the pre-bid conference, the design team should present it and solicit ideas from the constructor. It is true that the constructor will build according to the plans and will expect change orders for any work not shown on the plans. It is also true that some constructors will count on making money from such change orders and so will tend not to suggest improvements prior to bidding. However, some constructors may make such suggestions prior to bidding if they are given a chance to see the actual intent of the structure. If they are given only the design, and not the intent, they cannot be expected to help improve the project without change orders.

The document should be presented again at the pre-construction conference. The presentation of the OPR document at the pre-bid and preconstruction conferences should

be used as a team-building tool in defining a common goal. This is where the communication and team-building skills of the CxA are very important.

When the OPR is presented to the constructor team, the Basis of Design should accompany it. The Basis of Design explains how the design team chose certain systems and space arrangements to meet the needs of the occupants.

The most basic inclusion in the OPR is the general description of the building type (for example, data center, fulfillment center, support facility, office building, etc.). Beyond the building type, details are stated such as the occupant's age group, particular needs with regard to air quality, outside air volume, occupant load, and pattern of occupancy.

For instance, the OPR might describe a testing area that is to hold one hundred persons for two hours, be empty for an hour after that, all the while providing comfort and operating at maximum energy efficiency. The Basis of Design could specify a variable air volume system integrated with occupancy sensors and special programming, while the actual design in the bid documents could specify components, air volumes, and the required control sequence. Commissioning would assure that the equipment has been supplied and installed correctly, the air volumes and control sequence are correct, and the overall system "works" at each occupancy level.

6.2 The Commissioning Process—The Design Stage

The CxA can enhance quality during the design stage after a competent review of the design documents. The CxA should coordinate this review with any design review Facilities may perform. Generally, reviews performed by Facilities engineering review group are limited to programmatic and code compliance and constructability issues. The review performed by the CxA should determine, at a minimum, that the documents:

- Are consistent with the OPR
- Specify commissionable systems
- Include inspection and testing details
- Include equipment parameters that can be verified
- Incorporate a layout that allows testing and maintenance
- Fully describe the commissioning process for the bidders

The CxA should review the contract documents during development and should offer comments and recommendations.

The review process does not transfer responsibility for the design, nor is it intended that the CxA “check” or “warrant” the design. Responsibility for design rests fully with the design professional. However, the review process should be used to provide an additional quality control feature to augment the design process.

The Facilities PM should monitor this process and make certain that procedures are in place within the team so that issues the CxA raises are reviewed and the team comes to a consensus about them. If a consensus cannot be reached on an issue, the process should document the issue and Facilities should provide a decision and direction in consultation with the appropriate design professional.

The CxA will also review the contract documents to confirm that each piece of equipment or system is capable of being tested and has objective performance parameters that can be confirmed. For example, the CxA will confirm that pumps and other hydronic devices have test ports specified to allow flow measurement and maintenance access at air handling units or at straight duct lengths where airflow measurements must be taken.

6.3 The Commissioning Process - Writing the Specifications

Sample commissioning specifications are included in the Appendices.

The CxA should review the Facilities Commissioning Specifications and Construction Guideline and modify as required (with approval from the Facilities project manager). Any modification to the specifications should follow the appropriate division as determined by the Construction Specification Institute's (CSI) *MasterFormat*™ classification of construction systems.

Section No.	Document/Section	List of Contents	Scope of Contents
01100	SUMMARY OF WORK	Work covered by contract documents Identification of separate prime contractors	Describe commissioning process activities as part of the project. Alert the contractor that FACILITIES has contracted for commissioning process services with a separate CxA. Delineate contractor's scope of work relative to the commissioning process.
01200	PRICE AND PAYMENT PROCEDURES		No special commissioning requirements
01310	PROJECT MANAGEMENT AND COORDINATION	Provisions about coordination of commissioning process activities among contractors and subcontractors; project meetings	Coordination of meetings and conferences

Section No.	Document/Section	List of Contents	Scope of Contents
01300	SUBMITTALS	Procedures for submittals	Submittal requirements for commissioning process activity reports and schedules should be specified in Sections 01811 to 01819 Add requirements here for additional copies from contractor to CxA and for approved submittals to be distributed to CxA
01400	QUALITY ASSURANCE		No special commissioning process requirements
01500	TEMPORARY FACILITIES AND CONTROLS		No special commissioning process requirements
01600	PRODUCT REQUIREMENTS		No special commissioning Process requirements
01700	EXECUTION REQUIREMENTS		General requirements for construction checklists in terms of format and submittal requirements.
01731	CUTTING AND PATCHING		No special commissioning process requirements
01770	CLOSEOUT PROCEDURES		Include requirements for CxA to review and approve O&M documentation
01810	COMMISSIONING PROCESS		General administrative and procedural requirements without regard to specific systems and assemblies.

Section 6 – The Commissioning Process

Section No.	Document/Section	List of Contents	Scope of Contents
01811	BUILDING ASSEMBLIES COMMISSIONING REQUIREMENTS	Substructure Superstructure Building shell Exterior wall assemblies Roof assemblies Building interior Separations Paths of egress	Construction checklists Assembly description Performance requirements Prerequisites to Testing System or Assembly Test requirements Test Reports
01812	CONVEYING SYSTEMS COMMISSIONING PROCESS REQUIREMENTS	Elevators and lifts Escalators and moving walks	Construction checklists Assembly description Performance requirements Perquisites to testing system or assembly test requirements Test Reports
01813	PROTECTIVE SYSTEMS COMMISSIONING PROCESS REQUIREMENTS	Fire suppression (including pumps, sprinkler and standpipe piping and terminal devices) detection and alarms (including fire, smoke, gas and leak) Lighting protection Cathodic protection	Construction checklists Assembly description Performance requirements Prerequisites to testing system or assembly test requirements Test reports
01814	PLUMBING SYSTEMS COMMISSIONING PROCESS REQUIREMENTS`	Water distribution Sanitary waste Storm drainage Other plumbing systems	Construction checklists Assembly description Performance requirements Prerequisites to testing system or assembly test requirements Test reports
01815	HVAC SYSTEMS COMMISSIONING PROCESS REQUIREMENTS	Heat generation (including central equipment, distribution systems, and terminal devices) Refrigeration (including central equipment, distribution systems and terminal devices) Ventilation (including central equipment, distribution systems and terminal devices) HVAC control systems (including central equipment, distribution systems, and terminal devices)	Construction checklists Assembly description Performance Requirements Prerequisites to testing system or assembly test requirements Test reports

Section No.	Document/Section	List of Contents	Scope of Contents
01816	ELECTRICAL SYSTEMS COMMISSIONING PROCESS REQUIREMENTS	Power distribution (including central equipment, distribution circuits, and terminal devices) Lighting (including fixtures and controls)	Construction checklists Systems description Performance requirements Prerequisites to testing System or assembly test requirements Test reports
01817	COMMUNICATIONS SYSTEMS COMMISSIONING PROCESS REQUIREMENTS	Voice and data Sound and video	Construction checklists Systems description Performance requirements Prerequisites to testing System or assembly test requirements Test reports
01820	DEMONSTRATION		Coordination requirements with CxA
01830	OPERATING AND MAINTENANCE DOCUMENTATION		Coordination with CxA
	INDIVIDUAL SECTIONS IN DIVISION 2 THROUGH 16	Field quality control tests Adjusting and balancing Cleaning Demonstration	A statement requiring commissioning process Activities to be accomplished for system, subsystem, or equipment components as a part of its parent system. A statement that requires contractor to complete construction checklists and perform tests.

6.4 The Commissioning Process - The Preliminary Commissioning Plan[5]

Even though standard specifications for commissioning have been developed, the CxA will review and modify if necessary and develop procedure and specification into a preliminary commissioning plan. This plan extends Facilities' original system-by-system commissioning procedure into a scope of work that names actual components and systems

[5] See Sample Commissioning Plan in Appendix "X"

in the design documents. The CxA should develop procedures for each of the systems to be commissioned. This interim plan should be incorporated into the specifications to give the constructor the best possible idea of his part in the process. After the bid is awarded and submittals are approved, the CxA writes the formal commissioning plan that completely describes the commissioning work.

6.5 The Commissioning Process—The Constructor Selection Stage

The selection of the constructor is a brief but important time in the commissioning process. This is the first opportunity to bring the constructor(s) into the process, and it is vital that the constructor cooperate in the commissioning process if the team is to reach the goal of a quality building. Constructor personnel perform the inspection and testing required by the CxA. It takes constructor time, and it costs the constructor money. It also saves the constructor time and money through reduced callbacks and the early and fair resolution of problems. Overall, the constructor and subcontractors will save more than they spend on commissioning, although they may not believe this at first.

As the bidders/proposers prepare their bids/proposals, there will be questions about their roles in commissioning. The CxA should answer these questions, either at a pre-bid/pre-proposal conference, in writing, or both. Although commissioning is still a new and developing practice for Facilities, it has been found that most constructors readily accept commissioning once they understand it. Furthermore, they accept the process much more readily if the CxA exhibits a positive, helpful, cooperative approach right from the start. This is a key aspect of independent third party commissioning. The CxA team leader should have excellent leadership and team building skills.

In addition to answering constructor questions, the CxA may need to answer questions for the design team. This is especially true if the project bids/proposals come in over the cost estimate. The CxA may be called upon to evaluate the savings in commissioning costs that should result from cutting portions of the project out to make the required budget. Indeed, the CxA may be required to help defend the commissioning process itself from elimination in view of a budget problem.

When the pre-bid/pre-proposal conference is organized, the CxA should be placed on the agenda to present a brief overview of the commissioning process and answer specific questions posed by the constructors. The questions and answers that come out of this conference, including those related to commissioning, should be recorded in the minutes and issued in writing to all bidders/proposers as an addendum. The CxA should provide answers to commissioning questions to the Owner’s project manager.

Subsequent addenda will answer questions posed to Facilities and the design team after the pre-bid/pre-proposal conference; however, they may or may not include commissioning questions. All commissioning questions posed by the constructor should be routed through the Facilities PM and then to the CxA to assure that each response is sent in an identical form to all constructors and all members of the design team. The CxA should review any

addendum to confirm that revised drawings and specifications do not reduce the commissioning requirements or capabilities. The CxA should stay alert to any changes in construction time as related to addenda. If there are significant changes in the project that will affect the time for CxA services, make sure adequate time is added to the constructor's construction time in the addenda to allow for commissioning.
Proposals to cut commissioning because of cost should be met with resistance. Facilities expects that all projects will be commissioned to ensure our assets have been designed, built and capable of being operated as intended. It is wrong to compromise quality to address minor budget concerns. The cost of correcting our facilities after project turnover is considerably more than the fees for commissioning. The cost of unplanned facility shutdown due to a systems failure is unacceptable.

6.6 The Commissioning Process—Early Construction

The beginning of the construction process includes the following commissioning-related activities:

- Preconstruction meeting
- Development of the construction schedule and schedule of values
- Submittal of equipment and materials
- Completion of the final commissioning plan

During the early stages of construction, the CxA will continue to answer questions for the constructor and verify that commissioning is being integrated into the construction process. The best venue for this is the preconstruction meeting.

The first item of discussion is the schedule. Developing the schedule is actually two tasks: 1) getting commissioning milestones placed on the construction schedule, and 2) including contractor commissioning activities in the schedule of values. The construction schedule and schedule of values are key documents that allow Facilities to track the construction process. Having commissioning included in these is a good way to confirm that the constructor is an active part of the commissioning team.

The CxA works with the constructor and, if necessary, the subcontractors to discuss phasing and timing of commissioning. This schedule gives the constructor an idea about what commissioning information must be included in the constructor's overall schedule. The constructor is required to integrate the information into the overall schedule of the project. In this way, all subcontractors are given additional notice about the requirement for commissioning.

When the schedules are submitted, copies are routed to the CxA for review with regard to commissioning milestones. The commissioning milestones shown on the tentative schedule of commissioning activities should be integrated into the overall schedule by the time the schedule is submitted for approval. Although it is true that this schedule may be

revised many times before the bulk of the commissioning activities are accomplished, these activities should be a part of the schedule from the start. As other milestones are revised, the commissioning schedule should be revised accordingly.

As the constructor makes equipment submittals to the design engineer, the Facilities PM should route copies of the approved submittals to the CxA for information only. The CxA does not approve submittals (that is the engineer's job), but the CxA does comment to the Facilities PM if there is anything in the submittals that appears seriously wrong. The CxA should make sure that any submittal requirements for items key to commissioning are not left off constructor submittals.

Commissioning procedures include static inspection, startup, and functional test descriptions. The CxA writes and assembles these procedures as part of the commissioning plan as equipment information is available from submittals. As the documents are completed, they should be submitted to the PM and the designer for approval, and then to the constructor for scheduling. Meetings between the CxA and the constructor serve to further clarify the intent of the process and keep the constructor involved.

The final draft of the commissioning plan is completed during the early stages of construction after all equipment submittals have been approved and before equipment has arrived on the site. It starts with the requirements on a system-by-system basis and provides more detail based on the actual design and the equipment ordered. The commissioning plan developed at this point should have detailed information on the support required from constructor personnel. Specifically, each inspection and test should be annotated to show the responsible subcontractor.

6.7 The Commissioning Process—Static Inspection (Field Verification)

As the commissioning plan is completed, equipment is ordered, and the building foundation and framing is beginning, the static inspection phase of commissioning begins. The static inspection phase lays the foundation for equipment startup by confirming that equipment is installed in such a manner that it can function in a safe and effective manner. In general, this includes verifying items in the list below, among other things.

- Equipment location: Are unit locations according to plans and practical requirements? For example, is air handling units positioned to allow full access door openings for maintenance?
- Installation of instrumentation: Are installations performed according to manufacturers' requirements (such as laminar flow for flow sensing devices) and according to engineering requirements (such as duct pressure sensors located 3/4 of the distance to the furthest point in a VAV duct system)?
- Drain piping: Are drains sloped as specified and have pipes been pressure tested?
- Sheaves: Are all sheaves aligned properly?

- Connection to power and other utilities: Have utility connections been verified?

- Pipe and duct support: Are these items properly suspended for safety and function?

The CxA provides checklists[6] to construction personnel to carry out these inspections. These checklists incorporate manufacturers' requirements and other basic steps that typically would be done even without the commissioning process and, therefore, should not take a great deal more time to process than would the normal checkout procedure. As the constructor submits completed checklists, the CxA spot-checks the forms. If the checklists have not been completed accurately, shortcomings will become known as the group attempts to begin Functional Performance Tests (FPTs). If FPTs are cancelled and rescheduled, the constructor is responsible for the cost of repeat testing (an important notice to be included in the specifications).

Examples of inspection activities are as follows:

6.7.1 Piping and HVAC Ductwork

- During construction, piping and ductwork should be inspected for correct installation and should be pressure tested.
- Items affecting maintenance, such as valve locations, damper access panels, plumbing cleanout access, and sloped piping for drainage, etc., should be checked during construction inspections.
- Domestic water and sanitary sewer piping testing is a contractor quality assurance requirement—as well as a code requirement—and should be witnessed by Facilities' representative, the architect, or the CxA.
- Low-pressure (less than 3 inches static pressure water gauge) ductwork need not be pressure tested. However, all ductwork should be inspected visually before insulation for correct joining and supports.
- Testing, adjusting, and balancing (TAB) of air and water systems should have been preliminarily performed and ready for startup of the HVAC equipment. CxA to verify.

6.7.2 Air Handling Units and Other Major HVAC Equipment

- Air handling units (AHUs), make-up air units, rooftop heating and cooling units, and similar equipment should be inspected for mechanical items such as properly functioning case drains, filter seals, maintenance access, general air tightness, and vibration isolator supports.

[6] See Sample Checklist in Appendix "A"

- Control devices, such as sensors and actuators, should be verified as complete according to the Building Automation System (BAS) points list and control diagrams. These devices should be correctly located and completely and soundly installed.
- All electrical wiring is to be confirmed as installed properly, in conduit, terminated, grounded, and tested to confirm power and correct polarity (for motor rotation).
- HVAC piping should be inspected for air handling units, including coil connections, control valve locations, balance valves and test ports, bypasses, drain pans and traps, and maintenance isolation valves.
- Lubrication points for fan and motor bearings, as well as all movable supports, should be checked and mounting fasteners confirmed.

6.7.3 Building Automation System (BAS) Controls

- The controls contractor should perform a complete point-to-point checkout of all control devices throughout the building. Checkout is used to confirm that the engineer's point list is installed as designed. CxA to validate.
- For laboratories or other critical environments as defined by Facilities, all input and output devices in the critical zones should be calibrated to NIST (National Institute of Standards and Technology) traceable standard at the job site. Critical devices are defined in the contract documents in the I/O summaries or I/O list. Factory calibrations are not acceptable. The CxA must certify that this activity has taken place prior to Functional Performance Testing.

6.7.4 Electrical Systems

- During construction, power feeder cables are to be tested for proper insulation and dryness. Owner representative or CxA should monitor tests.
- Switchgear, panelboards, etc., are to be inspected for proper connections and grounding.
- Authorized testing companies should certify building electrical grounding and lightning protection systems.

6.7.5 Fire Protection and Life Safety Systems

- Fire service water line piping is to be flushed and tested; NFPA (National Fire Protection Association) certificate is required.
- Aboveground fire protection piping is to be flushed and tested (preferably per floor). Witness is normally by local fire officials. NFPA certificate is required.

- Smoke and heat detection sensors at air moving equipment are to be checked and verified for proper installation.

6.8 The Commissioning Process—Startup (Functional Verification)

Equipment is to be started up for the first time with required factory representatives in attendance. The equipment should be tested at all required speeds and preliminary programming should be completed as required to allow subsequent safe and easy starting. On most projects historically, the main issues that arise during equipment startup are related to control software for the temperature control system.

6.9 The Commissioning Process—Shakedown (Performance Verification)

After equipment has been proved at startup, Functional Performance Tests (FPTs) are to be conducted to confirm that the pieces work together. Tests must confirm that smoke causes air handling units (AHUs) to shut down and dampers to go into smoke-control modes. Other tests must assure that valves open on calls for heating and cooling and close when the set-point is satisfied. Tests should further assure that AHU economizer cycles respond to outdoor air temperatures and indoor calls for cooling, and that freeze protection actually shuts down the required equipment. AHU discharge temperature control should be checked at the unit and at the central energy management and control station.

Dampers should be cycled and checked for leakage, especially face and bypass dampers on steam coils. All actuators should be stroked full-open and full-closed to check for binding, calibration, and correct Building Automation System (BAS) addressing.

Functional tests include checking BAS parameters, such as programmed addresses, sensor calibration factors, occupied/unoccupied programming, and trend logging. Programming charts, sequences of operation, block wiring diagrams, and wiring termination diagrams should be included in the report. All BAS tuning variables, such as response times, damping variables, delays, and interlocks, should be included in the report.

Critical facilities, as defined by Facilities, will have the control input and output points loop calibrated. Inputs will be simulated with signal generators (4-20mA, 0-10vDC, etc.) and values reported on the central station console to be checked against published loop calibration tolerances of the manufacturer. Outputs will be loop calibrated so that when the system calls for an output device to be at the 50% open position, the device is physically checked to be in that position. 10% open and 90% open are also checked in addition to full open and full closed. Variable speed drives will also be checked in this manner.

A sample of items included in the subcontractor's Testing, Adjusting, and Balancing (TAB) report should be checked for accuracy. If a substantial failure rate is encountered, all failures should be corrected and a different sample chosen for a repeat test at the constructor's expense. Check all TAB parameters on AHUs and associated return/exhaust

fans. On critical facilities such as laboratories, clean rooms and data centers, Facilities may want to check 100% of the TAB readings

The Functional Performance Tests are the heart of the commissioning process, but they are also the most difficult and time consuming. This is when the team-building skills of the CxA pay off. If the CxA has succeeded in gaining the trust of the constructors by this time, the chances of completing the FPTs in a timely manner will be markedly increased. The best method of earning and keeping a good working relationship with constructors is constant communication. As the FPTs proceed, the CxA should constantly keep the constructors informed as to upcoming testing.

As inspection and testing proceed, the CxA may find a number of items that do not appear to work as intended. In some instances, the intended operation will be unclear and, in such cases, the CxA should submit a Request for Information (RFI) to the Facilities PM in the same manner that a constructor would submit an RFI. After confirming the intended mode of operation, the CxA can proceed with testing.

If equipment or systems are found to be malfunctioning, these problems should be listed on a deficiency form or listing. This form should indicate the test and item involved; it also tracks the status of the problem as it is corrected. The CxA will need to perform a varying amount of retesting because of system and equipment failures during the initial testing. The amount of retesting that is paid for by Facilities and the amount that is passed back to the constructor should be very clearly spelled out in the construction contract.

6.10 The Commissioning Process—O&M Staff Training and Documentation

A properly designed and constructed building cannot function properly without an adequately trained Operations & Maintenance (O&M) staff. Unfortunately, inadequate O&M training is a traditional shortcoming on most construction projects. Problems with O&M training include unqualified trainers, insufficient training time, and incomplete O&M manuals and record drawings. Training is often conducted before systems are fully functional (before the completion of performance verification testing), or is focused on *discrete* systems while failing to address the *interoperability* of modern building systems. Building users also tend to send the wrong personnel to training sessions, or miss scheduled training sessions entirely. The result of errors such as these will be an ill-prepared, overwhelmed O&M staff, and building problems from the start.

A qualified commissioning authority's requisite in-depth knowledge of the design intent and building systems makes them an ideal candidate to assist in O&M training. The following is a list of items that need to be prepared for an orderly transition of the building from construction to occupancy. The CxA is an ideal resource to help implement the following:

- **Review preventative maintenance plan.**
  This task is directly tied to the development of the O&M staffing. The commissioning authority can assist in a facility preventative maintenance plan that makes best use of O&M staffing to ensure that systems are properly maintained and running at peak efficiency.
- **Review facility record drawings.**
  The accuracy of facility records can be verified during functional and performance verification testing.
- **Prepare framed instructions showing the sequence of operations and interoperability for major systems and components.**
  Framed instructions displayed beside major equipment items (chillers, boilers, air handling units, HV units, emergency generators, etc.) can be a major aid for training, routine preventative maintenance, and equipment troubleshooting.
- **Review asset lists and Computerized Maintenance Management System (CMMS) input forms.**
- **Document warranty coverage and warranty claims procedures (both standard warranties and any extended manufacturer's warranties).** Most standard warranties provide one-year of coverage for major equipment items from the date of installation. This warranty date may be weeks or months before building turnover to the customer. In some instances, manufacturers will offer equipment warranties beyond the standard one-year period, while others may include limited services during the warranty period. This type of information is usually found either in the equipment documentation or in the O&M manuals. The CxA should research the appropriate documentation and prepare a consolidated warranty list for the customer.
- **Prepare a recommended list of spare parts, bench stock, overbuy, and special tools/equipment required for the first year of building operation.**
- **Review O&M manuals.**
  O&M training should never be performed without the benefit of completed O&M manuals. Regrettably, O&M manuals are often incomplete, or they are completed *after* the scheduled O&M training. The CxA can provide quality assurance by reviewing the O&M manuals for completeness, accuracy, and timeliness.
- **Coordinate and supervise constructor and subcontractor O&M training (using the system's O&M manuals and framed instructions).**
  Usually, the constructor should schedule all O&M training, but the commissioning authority can coordinate and supervise O&M training to ensure that it meets users' needs.

O&M training is not a traditional task for commissioning authorities, but it is one for which they are well suited. The constructor (with oversight by customer) traditionally provides the services shown above, or else the customer performs these tasks themselves. Unfortunately, many customers are not staffed to manage these activities. Customers

desiring the commissioning authority's assistance with O&M training should include specific O&M training tasks in their commissioning RFP.

6.11 The *Commissioning* Process - Final Report

By the completion of training or shortly thereafter, the CxA should have completed the commissioning final report. This report is a collection of all that has gone on before. As such, it contains copies of the following:

- OPR
- Basis of design
- Pre-functional checklists complete
- Functional checklists complete
- TAB reports
- System schematics
- Control strategies and set points
- Deficiency log
- Guidelines for energy accounting

The commissioning final report, the TAB report, the O&M manuals, and the record drawings and specifications form the bulk of the documentation that will be left with the O&M staff at the new building. Additional information on building controls that includes block wiring diagrams, as-built control diagrams and sequences of operation will also be included in either the commissioning final report or the O&M manual.

6.12 The Commissioning Process—Warranty Review and Seasonal Testing

- **The First Year of Building Operation**

  At the completion of training and all other work required by the contract documents, the building will be occupied. There should be a specific notice in the specifications indicating to the constructor that the successful completion of commissioning is a requirement for the issuance of the architect's final certificate.

  Issues may arise during the one-year warranty period, but if the CxA process has been followed, the issues should be minor and readily handled by the O&M staff armed with documentation and training. Overall, the commissioned building should provide the working environment required for the occupants and the O&M staff can concentrate on establishing an effective preventative maintenance program that should work for the life of the building.

- **Seasonal Testing**

  It is likely that certain parts of the building mechanical system cannot be adequately tested due to the season of the completion. For instance, testing of a boiler system might be difficult in the summer and testing of a chiller and cooling tower might be difficult in the winter. Checking an outside air percentage is much easier when there is a substantial difference in temperature between the outside air and the return air.

  For this reason, commissioning plans should include off-season testing to allow testing certain equipment under the most appropriate test conditions. This requirement must be clearly spelled out in the specifications because it will require some constructor personnel to return to the site after the project is completed. It is also necessary to withhold money for this activity in addition to that usually withheld for warranty items.

  It is also recommended to have the systems tested during the shoulder seasons (spring/fall). Items to look for include proper dehumidification sequences and partial load performance of mechanical systems.

- **Building Automation System (BAS) Trend-Logging**

  During the completion of Functional Performance Testing, the CxA is also asked to assist in the programming of the BAS to include the trend logging of a selected group of key performance indicators. These indicators usually include temperatures and pressures for boiler and chiller operations, duct pressures, outside airflows, and some typical variable air volume (VAV) boxes operating parameters, and unitary equipment performance parameters.

  Trend-logging is a valuable part of the training program and allows the staff to get started on the right foot, thus ensuring that the established building performance is maintained for the life of the building. Some specification writers may ask that temporary flow monitoring equipment be installed to verify system operation. The agency's designer should consider making the flow monitoring equipment permanent and include it as part of the project so that the operations and maintenance staff can continue to use the instrumentation.

Section 7 – Transition Program

7.1 Project Closeout

The process of project closeout is not a sole responsibility of the Facilities Commissioning Program. In fact, the closeout process will engage all of the project stakeholders in a systematic approval process that will aid in the transition of the project from a state of construction to occupancy. The CxA will have specific tasks within the process and will also perform the role in administering and documenting the completion of this program. Facilities Building Management (DFBM) has developed the Building Acceptance - Occupancy Approval Process & Checklist for use with all of our construction projects. The process & checklist is a management tool for assuring the successful completion and satisfactory occupancy for our projects. It provides a summary of actions and goals to be performed by and information to be produced by the project designers, contractors and Facilities personnel.

To assist the project designers, contractors, and Facilities FM personnel during the construction phase of each project, the checklist identifies multiple series of related actions, tasks, milestones and information submittals that should be considered for each project. The checklist is not comprehensive; it must be modified for the specific requirements for each project, which will require the coordination of the CxA with the entire project team - deleting items that are not applicable and adding items as appropriate.

The Facilities Building FM Management Team, including personnel from Corporate Planning (CP), Project Management & Construction (PMC), Facility Operations (FOps) and Resource Planning (RP) is responsible for making sure that each checklist item and any other project specific issue is identified and incorporated into the custom checklist for each project.

In the following text, each checklist item is defined. These definitions provide a brief explanation of the actions or items and describe why these actions are beneficial to the successful completion of the construction project. Some of the definitions also include the purpose or use to which these actions will be put.

A PROJECT START

Successful project management depends on developing a plan & schedule for getting to the end of the project - a road map. For each new project, the Facilities Project Management Team will meet with the designer and contractor to create the project plan and schedule. In addition to identifying the specific items required by the project, the time frames shown in the checklist should be adjusted to account

for the duration of the construction schedule. Other tasks should also be completed at the start of the project.

A.1 Prepare construction emergency contacts list, post on the Facilities FM network and Facilities CxAlloy website. Distribute to all stakeholders.

The Facilities project manager shall prepare and maintain a directory of emergency contact telephone numbers for the architect, consulting engineers, contractor and primary subcontractors (particularly site, mechanical, electrical and fire protection subcontractors). The emergency contacts list should include the network communications help desk number for emergencies, such as scheduled and unscheduled outages for splices, cable cuts or other line damage.

A.2 Facilities management administrative activities

The Facilities Project Management Team will accomplish the following tasks:

A.2.1 Project construction overview meeting

As described above this meeting shall be conducted to adjust project plan and schedule, with consideration for proper advance notices, for the quantity and recipient(s) of deliverables, activities and inspections.

A.2.2 Building plans to building services / facilities management

Building Services / Resource Management will analyze the design documents to determine the requirements for building maintenance and custodial staffing, supervisory assignments, schedule for hiring, etc.

A.2.3 Building equipment preventative maintenance identification designations

From facility management reviews of the 100% design construction documents, the ID numbers for all of the building equipment and appropriate building systems shall be provided to the general contractor and subcontractors for tagging this equipment as it is installed. These ID’s should include identification of utilities, valves, tap points, equipment, service access, test points, and related features.

A.2.4 Facilities management and other Facilities customers notified of anticipated occupancy date.

The anticipated occupancy date will be used to establish a milestone to benchmark the entire checklist against.

A.2.5 Date confirmed with Facilities FM Security for lock installation and keying.

The FM lock shop will be informed early in the construction process about issues related to door and hardware deliveries. With consideration of the anticipated occupancy date, their schedule for lock installation and keying can be planned to assure that the building is ready before occupancy.

B CONSTRUCTION PROGRESS INSPECTIONS

During the construction phase of the project, the CxA and other consultants will perform regular site observations. The CxA will provide detailed reports as to the status and adherence to the construction documents, in compliance with Facilities' design and construction standards and with consideration to the maintenance and operation of the building systems. This is a contractual requirement for our commissioning providers. This is part of the on-going quality process that is commissioning. We ask for this because this is what commissioning buildings is all about.

B.1 Periodic inspections by the Facilities commissioning coordinator and/or project manager to invite other Facilities FM personnel as appropriate.

B.2 Environmental Health and Safety office

The EH&S personnel use these opportunities to inspect the building regarding the issues as required by Facilities policies and regulations. They will verify that buildings are capable of handling any hazardous waste products that may be generated.

C COMMISSIONING ACTIVITIES

Commissioning is a critical component of the construction process at Facilities. The commissioning authority is charged with the responsibility of defining the testing necessary to validate that each new building will perform in accordance with its intended design.

C.1 Construction Tests

Construction tests are performed on building systems to verify that the in-place construction will perform as it is intended, i.e. to keep the rain and weather out, to insulate properly and in the case of building equipment, to operate at 100% of its designed / manufactured capacity.

Examples of these tests are:

C.1.1 Roof Assembly test
Test to validate the roof system will withstand the live loads and wind loads that may bear on it, AND

To keep the rain and weather out…

C.1.2 Window Assembly Water Test
Test to validate the windows will withstand the rain and wind loads that may bear on it, AND
To keep the rain and weather out…

C.2 Special Equipment (Customer or Building Operations)
Any special equipment that will be installed in a building shall be defined as to purpose, location, operation, testing for functionality and accessibility for maintenance and future replacement.

C.2.1 Review location and required utility connections

C.2.2 Review special maintenance requirements

C.3 Fire alarm inspection by engineer/consultant and system certification by (sub)contractor (NPFA13,72)

C.4 Elevator inspection by commissioning authority or consultant, and elevator coordinator for use by general contractor

C.5 Elevator inspection by state inspector, consultant, PMC project manager and FM elevator coordinator for Facilities use and operation

Facilities network to verify elevator phone line

C.6 Chiller inspection by project managers, engineers and mechanics for construction operation

C.7 Chiller inspection by project managers, engineers and mechanics for Facilities use and operation
See C.6 above.

C.8 Endorsement of general contractor's insurance company for beneficial occupancy (if applicable)

This activity provides the project manager a confirmation that aspects of the construction contract have been fulfilled with regard to proper insurance coverage and release.

C.9 Endorsement of Facilities Surety for beneficial occupancy (if applicable)

C.10 Contact Facilities Risk Management to start Facilities insurance coverage

D NETCOM

The Network Communications Department at Facilities Information Systems (IT) is responsible for the inspection and acceptance of contractor installed wiring & wiring pathways and the spaces dedicated to communications within the facility. Typically (IT) is responsible for the equipment and final installation activities to properly connect each building to the Facilities telephone and computer systems, including making the terminations at each telephone and computer connection. In some cases, IT may directly install wiring and wiring pathways within the facility. To properly install, service and maintain these systems within the facility, IT must have the opportunity to inspect the contractor-installed systems before they are enclosed in wall and ceiling assemblies. As part of fulfilling this checklist, the project manager shall coordinate with IT personnel and the contractor to establish the schedule for fulfilling these inspection and installation requirements as the construction work progresses.

D.1 Communication rooms - inspection & acceptance by IT

Completion to include wall, ceiling and floor finishes plus backboards and grounding. A door with a construction lock is required at this stage as well as "live" power to AC outlets.

D.2 Horizontal & vertical pathways - IT acceptance of contractor installed raceways, conduits and wiring (station cable)

Inspection for cable pathways completion to Facilities' specs and wiring installation to acceptable practices.

D.3 Entrance pathways - IT acceptance of contractor installed building service entrance

D.4 Installation of IT provided equipment and terminations (and possible vendor installed wiring) and system activation.

Contingent upon communications room completion and acceptance.

D.5 Installation of IT vendor installed entrance cable

D.6 Removal of provided AE/contractor telephone equipment

D.7 Final shut-off of construction telephone and network access connections, including stopping monthly invoicing. If applicable.

E FACILITIES FM TRAINING

E.1 Training of facilities operations personnel on building systems

The need for the training to occur during this time frame is so the appropriate personnel can be trained on the actual operation of the equipment. They will be responsible for this equipment, and they need to fully understand it and have the opportunity to ask questions, before the building is turned over to facilities operations.

F 30 DAY MEETING

Status update on schedule and issues 30 days from acceptance.

G FINAL INSPECTIONS AND PUNCH LISTS

G.1 General contractor's preliminary punch list

A preliminary punch list by the contractor should be accomplished towards the end of the construction phase of the project. Ideally, the contractors punch list should be documented in writing and distributed to the rest of the project team. All items on the punch list should be completed by the contractor and his subcontractors prior to the start of the architects and engineers punch list.

G.2 Punchlists prepared by architect, engineers and consultants

The creation of the architect's punch list should be coordinated by Facilities' project management team and attended by an owner's representative who has been active and familiar with the project. The engineers and consultants punch list should be coordinated and input on an ongoing basis in Facilities' database (TBD) commissioning tool.
Punch list for substantial completion

G.3 Punchlists prepared by commissioning consultant, Facilities' project manger and team should be documented in Facilities' database tool (TBD).

G.4 Owner Insurance Provider inspection of life safety systems, PMC project manager and other Facilities personnel present

These are all life safety issues and equipment functionality needs to be verified at least 30 days before building turnover. These items need to be approved for proper operation before the facility is accepted and documented in Facilities' database (TBD).

G.5.1 Fire alarm system
G.5.1.1 Connect fire alarm system to fire & police department (if applicable)

G.5.2 Fire sprinkler/suppression systems

G.5.2.1 Connect fire pump alarm to fire & police department (if applicable)

G.5.3 Fire pump test

G.5.4 Emergency generator operation/load bank test

G.5.5 Fire extinguishers (installed and functional)

G.5.6 Other life safety systems and equipment

G.6 Local jurisdiction fire protection inspection completed

G.7 Local jurisdiction building inspections completed

G.8 Local jurisdiction certificate of occupancy issued

H FACILITIES FINAL CLOSE-OUT TASKS

H.1 Facilities' locks installed

Locks are required to assume ownership of the building and ensure the security of customer areas, mechanical rooms, etc.

H.1.1 Maintenance shops and custodial receive keys

H.1.2 Facilities security receive (master) keys

H.1.3 Communications rooms keyed

H.2 Building signage installed

H.3 General Contractor's final building cleaning

H.4 Facilities custodial final inspection for acceptance

Final cleaning by the contractor and acceptance by Facilities custodial provides a positive hand-off of cleaning responsibilities.

H.5 Facilities custodial first cleaning

H.6 Facilities utility meter activation

Facilities utility meter activation transfers utility cost from the construction budget to the building operating expense.

I PROJECT CLOSE-OUT DOCUMENTS

We ask for this volume of work to allow us to have the tools we need to take over the care of a new building. These documents will be used to facilitate our effort to care for the structure and its occupants.

I.1 Project construction records transferred to PM central filing for reference.

Including all construction correspondence, change orders, test reports, financial records, surveys, etc.

I.2 Project records transferred to FM archives and/or Facilities Management

I.3 All of the general contractor's close-out documents shall be reviewed and approved by the architect and received and accepted by Facilities.

I.3.1 Index of complete GC close-out documents attached to all parts of the GC Close-out Documents Submittal

We ask for this document to have an organized list of all documents furnished on a project for our reference at any time. We use this list to quickly determine just what has been prepared for that particular building.

I.3.2 Directory of all contractor, subcontractor, manufacturer and vendor information

We ask for this information so that we can find names, addresses, and phone numbers of all players in the project. We use this to contact anyone we need to in the care of the building. The information should include contact name, company address, telephone number, facsimile number and email address with each referenced to service provided or system or material installed, etc.

I.3.3 Copies of all certifications

We ask for this so we will know what issues have been documented. We use this to find out the particulars of any single issue that has been noted or certified in case we need to look into this particular part.

Include the following items:
Appropriate certifications and acceptance information
Use and occupancy permits
Certificate of inspection from fire marshall
DOL on pressure vessels, boilers, elevators, etc.
Public health inspections
Inspections by other governing authorities

I.3.4 Copies of all general contractor-provided maintenance agreements and service contracts

We ask for these so we will have the information gathered on these agreements. We use this to find out what the particulars of these agreements are when a question arises about the doing of any one issue. This allows us to get into the details and fix the problem. The information should include contact name, company address, telephone number, facsimile number and email address referenced to service provided or system or material installed, etc.

I.3.5 Copies of all general contractor obtained construction materials testing reports

We ask for these in order to be aware of just what issues of testing, such as concrete strength, the contractor did and recorded. We use these to answer questions that come up in the care of the building such as add-ons or repairs.

I.3.6 As-built drawings

As-Built drawings are needed to be able to maintain and troubleshoot building systems from the first day of ownership. Locations and descriptions of equipment are required prior to ownership to establish the preventative maintenance program for the building.

We ask for copies of the as-builts so that we can see that they are distributed to everyone who needs them. We all use these to do our particular thing – such as answer questions about adding on to some utility line, etc. We know the groups that have this need for such archives; building mechanic, zone shop, and IT.

A copy of construction drawings with the contractor's construction notes added may be submitted to Facilities for reference until the final as-built electronic and hard-copy documents have been delivered. The project manager should consider delivery and acceptance of these preliminary and final documents as a prerequisite for reductions in withholding and final payment.

As-built drawings must show all field changes.

I.3.6.1 As-built drawings reviewed and approved by architect, engineer, and commissioning authority

I.3.6.2 As-built Drawings (electronic and hard copy) received and accepted by Facilities and posted in Facilities Management database (TBD)

I.3.6.3 As Built drawings distributed within Facilities (commissioning coordinator) using CAFM Tool in FMIS pulled from Facilities database (TBD).

I.3.7 O&M manuals completed, reviewed by A/E team, and commissioning authority. O&M manuals are needed so we can familiarize the building mechanics with the equipment before it is covered up and they can compare the manuals to the actual equipment. Equipment specs provide repair/replace material requirements to establish warehouse requirements for maintenance support.

The O&M manuals should be delivered to the commissioning authority in advance of the thirty-day delivery target in the schedule. The ONLY exception to this O&M manual delivery goal is for projects of 90 days or less duration, in which case these manuals must be delivered as soon as possible, but, at a minimum, prior to completion of the project.

O&M manuals must include the information as outlined in the specifications but at a minimum contain the following information:

a. Description of each unit and component parts, clearly identifying the specific part installed – if cut sheets are used, plainly mark the item included in the work
b. Manufacturer's printed operating and maintenance instructions with drawings and text to clearly illustrate proper operation and a logical sequence of maintenance procedure.
c. Servicing and lubrication schedule with list of lubricants. Show last contractor service and date for first FM service.
d. Preventative maintenance instructions for each piece of equipment.
e. As-installed control diagrams by controls manufacturer including sequence of operations.
f. Performance data information on all mechanical components and equipment, such as pump curves.

The general contractor and architect shall be directed to finish the submittal process as early in the construction schedule as possible.

Goal for O&M manuals delivery to be as soon as contractor's completed submittals are approved.

I.3.8 As-installed building finishes data submitted, reviewed by A/E team, and received and accepted by Facilities.

We ask for these specific paint formulas and for their usage location to be shown on the prints so that we can care for the building. This is particularly important for touch-up work. As-built building finishes data must include the following information:

a. Schedule of installed finishes.
b. Cleaning care instructions with manufacturers recommended agents and methods.
c. Paint Schedule for all surfaces, with paint manufacturer's paint mixture formulas.

I.3.9 As-built building systems data submitted, reviewed by A/E team, commissioning authority and received and accepted by Facilities.

We ask for this in order to have information necessary to care for the building, to be able to adjust systems to optimize performance, and for training of our staff. As-built building systems data must include the following information:

a. Installer’s coordinated drawings with installed color-coded piping diagrams and wiring diagrams.
b. As-installed electric circuit directories of panel boards.
c. Charts of valve tag numbers with the location and function of each valve.

I.3.10 Attic stock received and accepted

Attic stock needs to be stored before the customers start moving into the building. Materials are often needed immediately after the customers move in due to minor damages associated with the move. If attic stock is not stored before move in, customers tend to need extra storage space and will acquire the unclaimed open areas.

I.3.11 Computer for monitoring building systems installed and functioning

Mechanics need the ability to monitor the building systems prior to customers moving in so that they can monitor what is going on in the building. This also allows time for training on the computer.

I.3.12 Warranty summary information
I.3.14 Warranties, including all guarantees and bonds executed by vendors, manufacturers, suppliers and subcontractors received and accepted

Warranty information is needed so that we can determine who has the repair responsibility and for how long. We do not want to void any such warranty by performing maintenance that prematurely places equipment liability with facilities operations.

I.4 All of the Facilities close-out documents shall be prepared by facilities management and reviewed by project management & construction and plant.

I.4.1 Copy of Owner-Contractor Agreement

We ask for this to have the document that states the particulars of the arrangements between these two entities. We use this to answer any potential questions about this agreement that might come up such as who exactly is responsible for a particular issue.

I.4.2 Test and Balance Report delivered and accepted

Test and Balance is needed as a baseline to ensure proper air distribution and as a reference for future troubleshooting.

I.4.3 Copies of all Facilities-provided maintenance agreements and service contracts

We ask for these so we will have the information gathered on these agreements. We use this to find out what the particulars of these agreements are when a question arises about the doing of any one issue. This allows us to get into the details and fix the problem. The information should include contact name, company address, telephone number, facsimile number, and email address referenced to service provided or system or material installed, etc.

I.4.4 Copies of all Facilities obtained Construction Materials Testing Reports

We ask for these in order to be aware of just what issues of testing, such as concrete strength, the contractor executed and recorded. We use these to answer questions that come up in the care of the building such as add-ons or repairs.

I.4.5 Copy of the final Design Intent program document

I.4.6 Copy of all Owners obtained final surveys

I.4.7 Copy of all Owner obtained geotechnical reports and soils analysis reports

I.4.8 Copy of all Owners obtained seismic reports

I.4.9 Final Commissioning Report delivered

I.4.10 COMMISSIONING IS SUBSTANTIALLY COMPLETE

I.5 Complete sets of final building close-out documents distributed within Facilities (project manager & commissioning coordinator). See action J.3.6.3 above.

J BUILDING COMPLETION

J.1 Jurisdiction Certificate of Occupancy

The local jurisdiction Certificate of Occupancy is merely an instrument of the county's acknowledgement that the building appears to comply with the minimum requirements of applicable building and life safety codes for occupancy. It does NOT constitute formal approval that the building is completely finished nor completely functional and serviceable.

J.2 General contractor certification of training completion and Facilities acceptance

J.3 General contractor notice to architect of substantial completion

J.4 Substantial Completion Certificate prepared and signed by the architect

J.4.1 Outstanding punchlist inspection attached.

J.5 Substantial Completion Certificate signed by general contractor

J.6 Substantial Completion Certificate received and accepted by Facilities

J.7 FM directors final building inspection (walk-through)

K POST-OCCUPANCY INSPECTIONS & EVALUATIONS

K.1 WARRANTY INSPECTIONS

K.2 General contractor evaluations

K.2.1 Optional subcontractor evaluations

K.3 Architect, engineer and consultant evaluations

SECTION 8 - DEFINITIONS

***Acceptance*:** A contractually defined action that permits an activity to commence or continue.

***Basis of Design*:** A document that records the concepts, calculations, decisions, and product selections used to meet the Owner's project requirements and to satisfy applicable regulatory requirements, standards, and guidelines. The document includes both narrative descriptions and lists of individual items that support the design process.

Construction Management: Construction management is a professional service that applies management techniques to the planning, design, and construction of a project from inception to completion for the purpose of controlling time, cost and quality. PMs and CMs share a commonality which focuses resources on time, cost, and schedule.

***Commissioning*:** See Commissioning Process.

***Commissioning Activity*:** A component of the commissioning process.

***Commissioning Authority*:** An entity identified by the Owner who plans, schedules, and coordinates the commissioning team to implement the commissioning process.

***Commissioning Plan*:** A document that outlines the organization, schedule, allocation of resources, and documentation requirements of the commissioning process.

***Commissioning Process*:** A quality-focused process for enhancing the delivery of a project. The process focuses on verifying and documenting that the facility and all of its systems and assemblies are planned, designed, installed, tested, operated, and maintained to meet the Owner's project requirements.

***Commissioning Process Progress Report*:** A written document that details activities completed as part of the commissioning process and significant findings from those activities; it is continuously updated during the course of a project.

***Commissioning Process Report*:** A document that records the activities and results of the commissioning process.

***Commissioning Team*:** The individuals who, through coordinated actions, are responsible for implementing the commissioning process.

***Construction Checklist*:** A form used by the contractor to verify that appropriate components are on-site, ready for installation, correctly installed, and functional.
ASHRAE Guideline 0-200X, *The Commissioning Process.*

***Construction Documents*:** This includes a wide range of documents, which will vary from project to project, Owner's needs, regulations, laws, and countries. Construction documents usually include the project manual (specifications), plans (drawings) and general terms of the contract, especially those required by subcontractors and vendors, suppliers and manufacturers of equipment, assemblies and systems.

***Continuous Commissioning Process*:** A continuation of the commissioning process well into the occupancy and operations phase to verify that a project continues to meet current and evolving Owner's project requirements. The continuous commissioning process activities are on-going for the life of the facility.

***Contract Documents*:** This includes a wide range of documents, which will vary from project to project, Owner's needs, regulations, laws, and countries. It frequently includes price agreements, construction management process, sub-contractor agreements or requirements, requirements and procedures for submittals, changes, and other construction requirements, timeline for completion, and the construction documents.

***Coordination Drawings*:** Drawings showing the work of all trades to illustrate that equipment can be installed in the space allocated without compromising equipment function or access for maintenance and replacement. These drawings graphically illustrate and dimension manufacturers' recommended maintenance clearances.

***Issues Log*:** A formal and ongoing record of problems or concerns, and their resolution, which have been raised by members of the commissioning team during the course of the commissioning process.

***Nominal Group Technique*:** A formal, structured brainstorming process used to obtain the maximum possible ranked input from a variety of viewpoints in a short period of time. The typical approach is a workshop session where a question is presented, the attendees record their responses individually on a piece of paper, the individual responses are recorded on a flip chart without discussion in a round-robin fashion, all of the responses are discussed, and then the individuals rank their top five responses.

***Owner's Project Requirements*:** A written document that details the functional requirements of a project and the expectations of how it will be used and operated. This includes project and design goals, measurable performance criteria, budgets, schedules, success criteria, and supporting information.

Project Manager: A project manager is the person assigned responsibility and accountability for the project. This person is responsible for delivering the project in the agreed schedule, to the correct technical specifications, i.e., defined to meet user requirements, and within the approved budget and other specified criteria.

Section 8 – Definitions

***Retro-Commissioning*:** The commissioning process applied to an existing project that was not previously commissioned; this guideline does not specifically address retro-commissioning.

***Systems Manuals*:** A system-focused composite document that includes the operation manual, maintenance manual, and additional information of use to the Owner during the occupancy and operations phase.

***Test Procedure*:** A written protocol that defines methods, personnel, and expectations for tests conducted on components, equipment, assemblies, systems, and interfaces among systems.

***Training Plan*:** A written document that details the expectations, schedule, budget, and deliverables of commissioning process activities related to training of project operating and maintenance personnel, users, and occupants.

***Verification*:** The process by which specific documents, components, equipment, assemblies, systems, and interfaces among systems are confirmed to comply with the criteria described in the Owner's project Requirements.

SECTION 9 - ROLES AND RESPONSIBILITIES

Understanding and defining the role of each participant is vital to the success of the commissioning process. This section provides an example of the responsibilities of each participant in a comprehensive commissioning process. These responsibilities shall be documented in the contracts between Facilities and the contractor(s), and Facilities and the design professionals. The responsibilities of each participant should be included in the contract documents.

The responsibilities of Facilities, commissioning authority, design professionals, Facilities project manager, general contractor, and manufacturers are detailed below.

9.1 Facilities PM

- Include a statement regarding design professional commissioning responsibilities and scope in the request for design services.
- Develop and commit to the Owner's project requirements for the facility and its use.
- Assign operations and maintenance personnel and schedule them to participate in the various meetings, training sessions, and observations/inspections as follows:
    - Design phase coordination meetings
    - Construction phase coordination meetings
    - Initial owner-training session at initial placement of major equipment
    - Maintenance orientation and inspection
    - System testing verification meetings
    - Procedures meeting for testing systems
    - Owner's training session
    - Verification demonstrations
    - Functional performance tests
    - Final review at acceptance meeting
- Review and approve any changes made to Owner’s project requirements
- Review and approve the construction documents
- Review and comment on the commissioning authority’s commissioning process
- Review and comment on the commissioning authority’s progress reports
- Review and comment on the commissioning authority's verification reports
- Review and accept the commissioning authority's commissioning process report

9.2 Commissioning Authority

- Organize and lead the commissioning team.
- Facilitate and document the Owner's project requirements.
- Verify that the commissioning process activities are clearly stated in all scopes of work.
- Integrate the commissioning process activities into the project schedule.
- Prepare a commissioning plan that describes the extent of the commissioning process to accomplish the Owner's project requirements. Update the commissioning plan during each phase of the project to incorporate changes and additional information.
- Review and comment on the ability of the design documents to achieve the Owner' project requirements for the commissioned systems and assemblies.
- Prepare the commissioning process activities to be included as part of the project specification. Include a list of all individual trade contractor responsibilities for all the commissioning process activities (list contractors by name, firm, and trade specialty, if known).
- Execute the commissioning process through the writing and review of commissioning process reports, organization of all commissioning team meetings, tests, demonstrations, and training events described in the contract documents and approved commissioning plan. Organizational responsibilities include preparation of agendas, attendance lists, arrangements for facilities, and timely notification to participants for each commissioning process activity. The commissioning authority shall act as chair at all commissioning events and ensure execution of all agenda items. The commissioning authority shall prepare minutes of every commissioning process activity and send copies to all commissioning team members and attendees within five workdays of the event.
- Review the plans and specifications (during pre-design and the design phases) with respect to their completeness in all areas relating to the commissioning process. This includes verifying that the Owner's project requirements have been achieved, and that there are adequate devices included in the design to properly test the systems and assemblies and to document the performance of each piece of equipment, system, or assembly.
- Schedule all document review coordination meetings.
- Attend the project's pre-bid meeting to detail the design professional or contractor commissioning process requirements.

- Schedule the pre-design and pre-construction commissioning process meeting within 45 days of the award of the contract at some convenient location and at a time suitable to the attendees. The purpose of this meeting will be reviewing the complete commissioning process and establishing tentative schedules for the design phase and construction phase commissioning activities.
- Develop the initial format to be used for issues logs throughout and for each phase of the commissioning process.
- Schedule the initial Owner training session so that it will be held immediately before the contractor training. This session will be attended by Facilities' O&M personnel, the design professionals, the contractor, and the commissioning authority. The commissioning authority will review the Owner's project requirements and the design professional(s) will review the basis of design.
- Coordinate the development of contractor training.
- Attend a portion of the contractor training sessions to verify the Owner's project requirements are achieved.
- Receive and review the systems manuals as submitted by the contractor. Verify that they achieve the Owner's project requirements. Insert systems descriptions as provided by the design professional(s) in the systems manuals.
- Witness system and assembly testing. Verify the results and include a summary of deficiencies.
- Supervise the commissioning team members in completion of tests. The test data will be part of the commissioning process report.
- Periodically review record drawings for accuracy with respect to the installed systems. Request revisions to achieve accuracy.
- Verify that the systems manuals and all other design and construction records have been updated to include all modifications made during the construction phase.
- Repeat implementing tests to accommodate seasonal tests or to correct any performance deficiencies. Revise and resubmit the commissioning process report.
- Prepare the final commissioning process report.
- Assemble the final documentation, which includes the commissioning process report, the systems manuals, and all record documents. Submit this documentation to Facilities for review and acceptance.
- Recommend acceptance of the individual systems and assemblies to the Owner (per the defined project requirements).

9.3 Design Professional

- Participate and assist in the documentation of the initial Owner's project requirements.
- Document revisions to the Owner's project requirements and obtain approval from the Owner.
- Document the basis of design.
- Prepare contract documents, including the integration of the commissioning process requirements and activities provided by the commissioning authority.
- Prepare contract documents that coordinate required interfaces between systems and assemblies.
- Attend the pre-design and design phase coordination and review meetings.
- Attend the construction phase pre-bid and pre-construction meetings as scheduled by the commissioning authority.
- Specify and verify that the operation and maintenance of the systems and assemblies has been adequately detailed in the construction documents.
- Review and incorporate, as appropriate, the commissioning authority's comments from their submittal reviews.
- Participate in the initial operation and maintenance personnel and occupant training session by presenting the project basis of design.
- Participate in other training as detailed in the training program.
- Review test procedures submitted by the contractor and or CxA.
- Review and comment on the commissioning authority's periodic commissioning process progress reports and issues log reports.
- Review and accept record documents as required by contract documents.
- Review and comment on the final commissioning process report.
- Recommend final acceptance of the systems to Facilities.

9.6 General Contractor

- Include costs for commissioning process activities in the contract price.
- Include commissioning process requirements and activities in all contractors' contracts.
- Provide adequate accessibility as required to properly operate and maintain the facility.
- Issue a statement that certifies all work has been completed and the facility is operational, in accordance with contract documents.
- Provide acceptable representation with the means and authority to prepare and

coordinate implementation of the commissioning process as detailed in the contract documents.

- Issue the appropriate final reports to the design professionals for review and acceptance.
- Remedy deficiencies identified by the commissioning authority during their verification of the installation or tests.
- Review and comment on the final commissioning process report.

9.7 Trade Contractor(s)

- Include costs for commissioning process activities in the contract price.
- Include commissioning process requirements and activities in each purchase order or subcontract written.
- Obtain cooperation and participation of all subcontractors and manufacturers.
- Attend the pre-construction and commissioning team meetings.
- Include commissioning process milestones in the project schedule.
- Implement the training program as detailed in the contract documents.
- Provide submittals to Facilities, design professionals, and the commissioning authority.
- Notify the commissioning authority when systems and assemblies are ready for testing.
- Demonstrate the performance of assemblies and/or operation of systems to the commissioning authority.
- Complete the construction checklists as the work is accomplished. Provide the completed construction checklists to the commissioning authority.
- Continuously maintain the record drawings and submit as detailed in the contract documents.

9.8 Manufacturers

- Provide all the information required for the operation and maintenance of the system or assembly as part of the initial submittal.
- Provide the requirements to maintain the warranty as part of the initial submittal.
- Coordinate and accomplish factory tests as detailed in the contract documents.
- Provide training as detailed in the training program contained in the contract documents.
- Demonstrate operation and performance of the system or assembly as detailed in the contract documents.

APPENDIX A – SCOPE OF WORK (SAMPLE DOCUMENT)

1.0 General

The **[Facilities Inc., *insert Project Name]*** is committed to commissioning this facility to ensure that all systems are complete and functioning properly prior to substantial completion and that facility staff have adequate system documentation and training.

The commissioning process shall oversee and coordinate the traditionally separate functions of equipment startup, system performance testing and balancing, control system calibration, construction and system documentation, and training.

Specific requirements of the commissioning process and responsibilities, duties, and obligations of the commissioning authority (CxA) team are described in Section 2, Commissioning Tasks. To accomplish these tasks, the CxA shall be required to coordinate his or her activities with other entities. The specific responsibilities of the mechanical contractor and his or her associated subcontractors are defined in Division 15, and those of the electrical contractor and his or her associated subcontractors in Division 16 of the contract documents. The commissioning process does not take away from or reduce the responsibility of the project designers or installing contractor to provide a finished and fully functioning product.

The primary role of the CxA shall be to develop and coordinate the execution of a commissioning plan; observe and document the installation, checkout, startup, and equipment and system testing to establish that equipment and systems are functioning in accordance with the requirements of the contract documents; and to assist Facilities in developing correct and complete documentation of the construction effort. The CxA will not be responsible for design concept, design criteria, compliance with codes, design, or general construction scheduling, cost estimating, construction management, or construction supervision. The CxA may assist the design team with design issues, problem solving, or the correction of construction non-conformance or deficiencies, but ultimate responsibility for meeting the project objectives and requirements resides with the A/E team and general contractor.

2.0 Commissioning Tasks

The following tasks will be accomplished by the CxA to provide commissioning during programming, design and construction, acceptance, and warranty phases of the project.

2.1 Systems to Commission

Specific systems that shall be commissioned include:

- Building automation systems, including linkages to remote monitoring and control sites.
- Chillers, pumps, piping, cooling towers, and associated equipment.
- Boilers, pumps, piping, and associated equipment.
- Air handling units.
- Exhaust fans.
- Terminal units.
- Unit heaters and unit ventilators.
- Heat exchangers.
- Computer room A/C units.
- HVAC and control systems.
- Plumbing systems.
- Fire protection systems.
- Service water heaters, pumps, and associated equipment.
- Compressed air and vacuum system equipment.
- Emergency power and uninterruptible power supply (UPS) system.
- Utility metering systems.
- Smoke control systems – interfaces, egress pressurization.
- Fire alarm systems.
- Security, access control, and CCTV systems.
- Lighting control systems.
- Voice/data communications systems.
- Public address systems.
- Power distribution system.
- Electrical system from the building entrance through the main switchboard, switchgear, and to the distribution panels.

2.2 Design Phase

The CxA shall complete the following tasks during the design phase:

- Coordinate and supervise the commissioning work during design.
- Prepare and distribute the design phase commissioning plan.

- Attend initial meetings with **[*insert date*]** and design team to discuss role of CxA, and coordination of design.
- Obtain the **[*insert Project Name*]** "Owner's Performance Requirements" information and the "Basis of Design" information from the Owner and design team.
- Provide design and constructor team members with commissioning items to be considered during design.
- Perform a focused design review at the end of design development, 50%,75% and 95% design stages, which shall include the following: a) input regarding making the building easier to commission; b) how building O&M can be made easier (accessibility and system control, etc.); and c) how utility usage and indoor environmental quality can be improved.
- Revise and prepare commissioning specifications for the construction bid documents for all systems and equipment that are to be commissioned.
- Have the commissioning specifications approved by the A/E team and included in the A/E construction specifications.
- Prepare draft functional tests for equipment and systems to include in specifications.
- Submit test procedures to design team for review and comments.
- Attend three-design team review meetings to discuss comments on plans and coordinate specifications.
- Review bids and contractor pricing regarding commissioning activities and submit evaluations to the **[*Project Name/PM*]**.

It is assumed that the A/E will provide adequate written design intent, basis of design, and full sequences of operations, complete with points lists and control schematics for all equipment and systems for inclusion in the O&M manuals and for the CxA to use in writing functional tests.

2.3 Construction Phase

The CxA shall complete the following tasks during the construction phase:

- Conduct a partnering meeting with the constructor team to discuss commissioning scope, plan, and schedule.
- Coordinate the commissioning work and, with the general constructor (GC) and Facilities project manager (PM), ensure that commissioning activities are being scheduled into the master schedule.
- Continue to update schedule and coordination throughout construction with GC and subcontractors.

- Submit final commissioning plan for construction with coordination and activities for **[*insert Project Name*]** and GC review.
- Review and approve normal contractor submittals applicable to systems being commissioned for compliance with commissioning needs, concurrent with the A/E reviews.
- Ensure that O&M material is submitted to the CxA team as the contractor receives it. This material will be needed to assist in finalizing startup and testing procedures.
- Prepare final pre-functional and final functional test procedures for the equipment and systems.
- Submit test procedures to contractor for comments on appropriate startup, operations, and systems safety.
- Coordinate with the contractor to witness startup of major equipment.
- Review and approve TAB execution plan.
- Perform monthly site inspection during rough-in of systems and equipment.
- Maintain a deficiency log of any items found to be a problem, poorly installed, or discrepancies.
- Attend up to **[*insert quantity*]** on-site meetings for review of progress, coordination, and issues resolution. More than **[*insert quantity*]** on-site meetings will be considered work outside the normal scope of work.
- Witness a sample of pipe test and flushing procedure, sufficient to be confident that proper procedures were followed.
- Witness a sample of any ductwork testing and cleaning procedures, sufficient to be confident that proper procedures were followed.
- Witness a sample of checkout, TAB, end-to-end testing, and calibration of controls.
- Observe first pre-functional test of each type of system, including mechanical, controls, electrical, and specialty systems.

2.4 Acceptance Phase

The CxA shall complete the following tasks during the acceptance phase:

- Continue to update schedule and coordination throughout construction with GC and subcontractors.
- Obtain pre-functional reports from constructor with sign-offs that the systems have been checked out.
- Oversee TAB, including 25% check of diffusers, grilles, hoods, terminal devices, and equipment testing, and document findings.

- Witness performance testing of smoke control systems.
- Witness functional testing of each major piece of equipment to demonstrate that each item of equipment and system is operating according to the OPR and contract documents. Functional testing shall include operating the system and components through each of the written sequences of operation. Test on respective HVAC equipment shall be executed during both heating and cooling seasons.
- Provide troubleshooting to assist in resolving control problems, as they are uncovered. Functional testing shall be performed on all control points.
- Check system graphics to assure all graphics are developed and points are mapped to graphics.
- Keep a detailed log of testing of each piece of equipment.
- Maintain a deficiency log of any items found to be a problem, poorly installed, or discrepancies. Provide the log and test results to the Facilities PM, SDR, and GC with recommended actions.
- Coordinate retesting as necessary. One retest will be provided as part of normal checkout. More than one retest will be considered work outside the normal scope of work.
- Notify the Facilities PM and GC of the unacceptable findings if 10% of identical pieces of equipment fail to perform to the requirements of the contract documents due to manufacturing defects not allowing it to meet its submitted performance spec, and request explanation of problem and proposed solution from the GC; then review the proposed solutions.
- Attend weekly meetings while on-site for functional testing.
- Attend up to [***insert quantity***] additional on-site meetings for review of progress, coordination, and issues resolution. More than [***insert quantity***] on-site meetings will be considered work outside the normal scope of work.
- Review O&M documentation for completeness. This review shall be in parallel with the A/E team's review of the O&M documentation for conformance to the project specification.
- Provide the user staff with a one-day systems training on "how the building is supposed to operate."
- Review, pre-approve, and coordinating training of the [***insert project name***] operating personnel by the contractor.
- Perform seasonal testing checkout of equipment, September for cooling system and January for heating systems.
- Prepare three copies of the commissioning management report (commissioning final report). The report shall include an executive summary, list of participants and roles, brief building description, and the following sections:
    - OPR

- Basis of Design
- Pre-functional checklists complete
- Functional checklists complete
- TAB reports
- System schematics
- Control strategies and set points
- Deficiency Log
- Guidelines for energy accounting

2.5 Warranty Phase

The CxA shall complete the following tasks during the warranty phase:

- Return to the site quarterly and review with facility staff the current building operation and the condition of outstanding issues related to the original and seasonal commissioning.
- Interview facility staff and identify problems or concerns they have with operating the building as originally intended.
- Identify deficiencies that may come under warranty or under the original construction contract.
- Provide one day of additional training for users and staff in building system operations.
- Prepare a detailed evaluation after ten months on the status of warranty issues for the **[*insert project name*]**.
- Attend up to four on-site meetings—in addition to the quarterly site reviews—to discuss warranty issues.

2.6 Systems and Equipment <u>Not Included</u> in Commissioning:

- **[*Insert systems*]**

3.0 Schedule

The project design and construction is scheduled as follows:

Schematic design	**[*insert date*]**
Design development documents	**[*insert date*]**
30% design	**[*insert date*]**
60% design	**[*insert date*]**
90% design	**[*insert date*]**
Construction documents	**[*insert date*]**
Bid date	**[*insert date*]**

Award date	**[*insert date*]**
Construction notice to proceed	**[*insert date*]**
Final commissioning & punch list	**[*insert date*]**
Beneficial occupancy	**[*insert date*]**

4.0 Test Equipment

The installing contractors shall provide all tools, or the use of tools required to start, checkout, and functionally test equipment and systems, except for specified testing with supplemental portable data loggers, which shall be supplied and installed by the CxA.

To expedite air-water balance testing, and to minimize additional cost to the contractor, the CxA will verify the TAB contractor's air-water balance values, using their own engineers, field technicians, and test equipment.

Data logging equipment, monitoring devices, specialized equipment, and software not required to be provided by the installing contractor in the contract documents, and provided by the CxA to monitor, confirm, or verify the contractor's testing procedures, shall remain the property of the CxA. Equipment provided shall meet the minimum accuracy, calibration, and performance standards required by the performance test.

APPENDIX B - WHAT IS AN OWNER'S PERFORMANCE REQUIREMENT (OPR)/DESIGN INTENT?

An OPR/Design Intent is a document that defines the building Owner's expectations and goals for a building. The OPR is the basis for evaluating whether or not the design and construction of the building will be satisfactory to the Owner. Proposed changes and deviations from the original design must be weighed against the OPR. The OPR is a "living" document in that it is updated and revised throughout the design and construction process based upon the decisions made along the way.

The purpose of the OPR is to provide clear documentation of the Owner's requirements for a successful project, for communication to all parties involved in the project. Therefore, it should be written in non-technical language, and avoid the use of terminology that may be specific to only one group of people. It should be understandable by everyone involved in the project, including the Owner, maintenance staff, constructor team, architect, engineers, and equipment manufacturers

The reason that an OPR document is required, regardless of the project stage when starting commissioning, is that the OPR sets forth the goals and criteria against which the success of the project is to be evaluated.

No single format is required for use to document an OPR because of the variation in different Owners' requirements for a successful building, the type of building being constructed, and the writing style of the person creating the OPR document.

However, the information in the OPR is usually presented from general to specific. Items such as background on the building, a description of commissioning, functional uses of the spaces in the building, and general goals for the building are presented first. Information that is more detailed, such as measurable values to test or obtain during design, (e.g., lighting levels, energy savings, and reduced occupant complaints), is then presented.

A possible OPR format list is shown below as an example.

- General project description
- Objectives
- Functional uses
- General quality of materials and construction
- Occupancy requirements
- Indoor environmental quality requirements
- Performance criteria
- Budget considerations and limitations

Appendix B – Owner's Performance Requirement

This list of one possible format for an OPR begins with a general project description to familiarize the reader with the size, features, and history of the building that is to be constructed. The objectives that are to be met during design and construction are listed second.

Next, the functional uses of the buildings are listed, which are the general types of usable spaces, that will be present in the building. Examples include cafeteria, closed office space, open office space (partitions), classrooms, and computer rooms. Each functional use area generally requires distinct building features, systems and equipment in order to be able to perform the intended tasks.

The general quality of materials and construction required for the project are then described. Typically, this description includes a specific quality requirement for a specific type for equipment, material, or construction. An example might be a requirement that all HVAC equipment shall have a lifespan not less than 20 years, or there shall be no constructor callbacks due to defective materials/construction for a period of five years.

Occupancy requirements are listed next, to include the intended number of people and the occupancy schedule for each functional use area. Indoor environmental quality requirements, such as lighting levels, noise levels, temperature and humidity requirements, and ventilation requirements for each functional use area, would be also included.

Performance criteria for the various building systems and equipment are included next. These criteria are used to select the types of equipment systems for the building during the design stage and are used in the turnover stage to develop the functional performance test procedures.

Finally, budget considerations and limitations are included. While building Owners would like to receive the best possible building they can get, they are nearly always bound by budget limitations.

The OPR should be as specific as possible to provide clear direction to designers and constructors in effort to eliminate the need on their part to guess or interpret an Owner's requirements. For example, instead of only stating that comfort in the space shall be maintained, the OPR should provide a definition of what the Owner considers comfort to be, such as specific temperature, humidity, and noise level. In addition, there must be some way to verify the content of the OPR. In order to do so, a specific value, or range of values, that is acceptable and testable, should be included. For example, an area specified to be "quiet" cannot be verified because of subjective interpretations of quiet. However, an area specified to be below 35NC when occupied can be tested and verified. Note the difference in the example below.

Typical Statement:

Appendix B – Owner's Performance Requirement

Comfort in space shall be maintained.

Contrast that with the OPR content, would / should read (with blanks filled):
Comfort in the space shall be maintained; Owner defines comfort as:

- Temperature of
- Humidity of
- Airflow of
- Noise
- No glare

This narrative is developed directly from the Owner's program information. This narrative is prepared almost entirely by the project architect and contains "performance" criteria as opposed to design solutions (although tentative design solutions may need to be identified in the course of verifying the budget).

- Function of structure
- Location
- Utilities
- Life expectancy
- Level of quality
- Size and/or population
- Functional floor plan
- Temperature
- Humidity
- Fume control
- Particulates
- Environmental system requirements by area:
- Illumination
- Noise
- Vibration
- Acoustics
- O&M access
- Energy efficiency
- Emergency systems
- Life safety criteria
- Special design concerns
- Special O&M concerns
- Budget
- Reliability of environmental systems-redundancy

APPENDIX C – FACILITIES COMMISSIONING PLAN

Facilities Building Commissioning Plan for *Facilities Project Name*

Appendix C – Commissioning Plan

Section 1 Overview

The Facilities Building Commissioning Plan is a source of information on the key steps that must be completed throughout the design, construction, acceptance, and operation of the new facility to assure the Owner's Performance Requirements are met. Commissioning has been adopted as the process for quality assurance in building design and construction. Commissioning is a systematic process for designing, constructing, and operating a building/system using lessons and tools from industrial quality programs. During the construction phase, commissioning focus is placed on key systems. This includes verification of the installation**,** training**,** and system documentation.

This Facilities Building Commissioning Plan has been specifically developed for this project to aid the building design, construction, and operation team in ensuring the quality of the project. It is important to understand that the Facilities Building Commissioning Plan provides a framework for the commissioning and quality assurance process. It may be modified and adapted to meet unforeseen quality control issues and opportunities throughout the project.

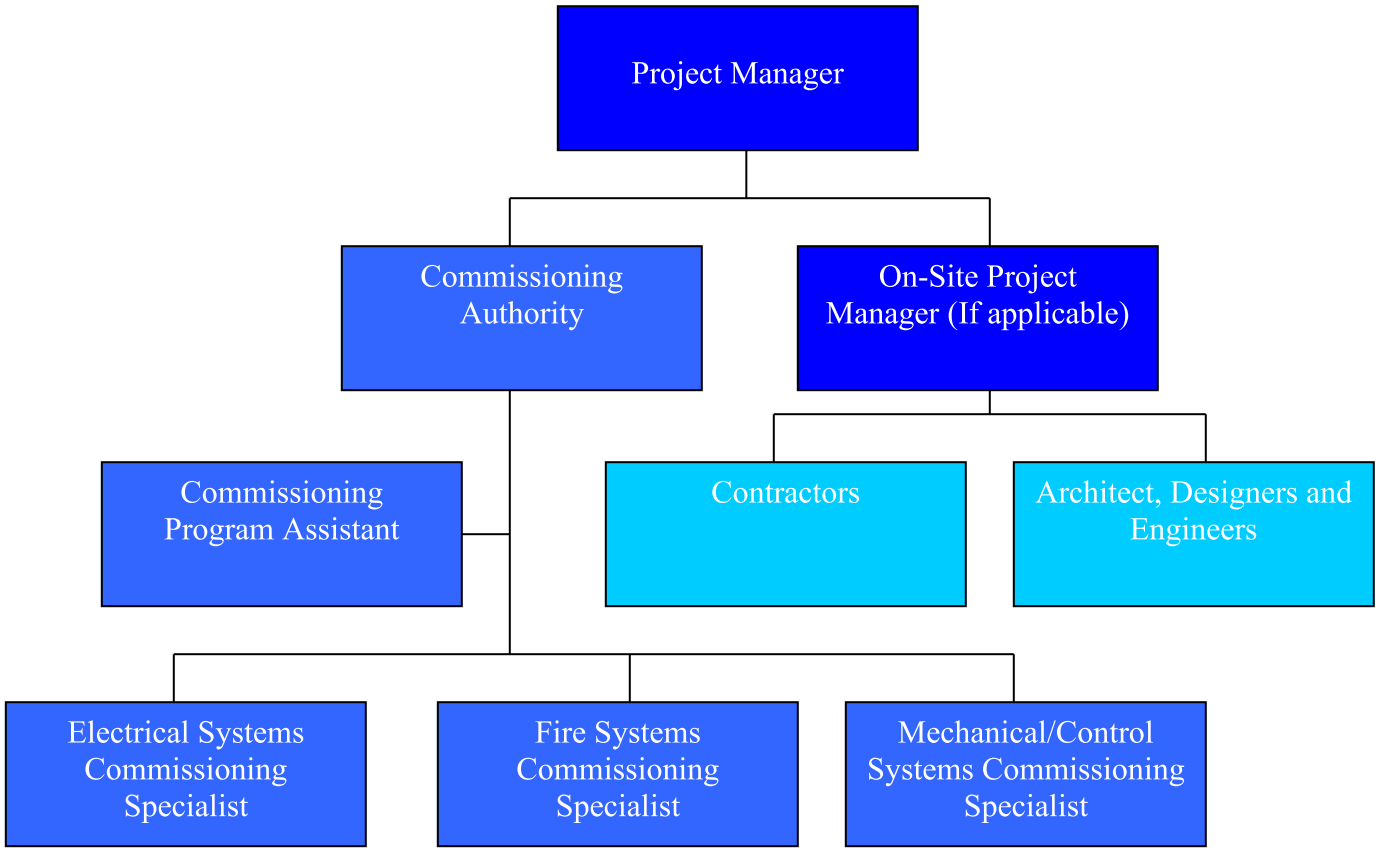
This quality assurance process is the quality program for achieving a collaborative and systematic process of review, testing and confirmation that all components, assemblies, and systems will perform as required.

The commissioning process has many benefits to the entire commissioning team. Construction commissioning benefits the Owners by providing a nonbiased, third-party system expert, who can help identify issues early and reduce first year operation costs. This is accomplished by verification and documentation that systems function as designed and meet the intent of the OPR. Construction commissioning benefits the contractors by providing coordination between trades and identifying potential rework issues, warranty calls, and service callbacks.

Section 2 Communication Protocol and Organization Chart

The key to an effective project is to ensure that there are well-defined lines of communication between all parties involved in the project. Communication is maintained throughout the project by a conscious effort of the various commissioning team members. The specific communication structures developed for this project ensure efficient identification and resolution to issues through the use of clear and concise procedures.

The commissioning team for this project is as follows: The reporting structure is as indicated.



Section 3 Cx Plan Overview

The high-level overview for this Cx project is as follows:

Pre-design Activities:

- Develop Owner's Performance Requirements (OPR)
- Train project team on use of Facilities Management database (TBD)

Design Phase Activities:

- Maintain master issue's log in Facilities Management database (TBD)
- Review Basis of Design (BoD) document for thoroughness
- Review engineer's drawing packages including schematic design, design development, and construction documents
- Development of commission specifications
- Development commissioning plan
- Development of pre-functional checklists for all commissioned equipment
- Development of functional performance tests for all commissioned equipment

Bid Stage Activities

- Provide responses to questions regarding commissioning requirements

Construction Phase Activities:

- Maintain master issues log in Facilities Management database (TBD)
- Develop commissioning activity schedule
- Perform submittal reviews of commissioned equipment/systems
- Perform site observation visits
- Witness start-up of critical systems
- Perform test and balance verification
- Review draft O&M manuals
- Review training program
- Collect and track completion of pre-functional checklists

Acceptance Phase Activities

- Initial functional performance testing
- Integrated functional performance testing
- Deficiency resolution tracking
- Review as-built documentation
- Review final O&M manuals (hard and soft copies)

Warranty Phase Activities

- Review status of outstanding issues
- Perform deferred functional testing
- Perform seasonal testing
- Review system performance and optimization needs
- Conduct lessons learned workshop

Section 4 Design Phase

Design Review

Design reviews will be performed in conjunction with the design document submittals. The design review consists of a review of the schematic design documents, the design development documents, and the construction documents. These reviews are to ensure proper coordination has occurred between the disciplines, the design is constructible, and the design meets the requirements of the owner.

Installation/Pre-startup Checklists

The Installation/Pre-startup Checklist is a document that provides key information and allows tracking of the construction activities and progress. It documents that the equipment is installed properly, adequately accessible, in good condition, and ready for startup and functional performance testing.

- A checklist will be issued for each major piece of equipment or for components in a system. CxA will determine what will be included in each checklist.
- The CxA will provide the checklists to the contractor early on the construction phase. If the contractor has his own checklists, he may use them upon agreement from the CxA.
- The contractor will complete the checklists and return them to the CxA.
- The contractor should return the checklists to the CxA as he completes them.
- Equipment checklists must be returned to the CxA before commencement of functional performance testing of that equipment or system.

See Figure 4-1 for an example checklist.

Figure 4-1 – Example Checklist

Section 5 Written Work Products

Table 5-1 lists the formal written work products related to commissioning that will be developed over the course of the project.

Table 5-1: Formal Written Work Products

Product	Created By	Product Description and Form	Expected by Date	Received By
Cx Plan	CxA	Final Cx plan for construction phase	10/31/24	All Cx team
Cx Schedule	CxA	Initial summary schedule and detailed version	11/27/24	All Cx team/PM and Senior Staff.
Equipment Submittals	All Contractors	Detailed data on all commissioned equipment.	11/21/24 and 11/27/24 Request made to PM	Cx Team currently does not have this information.
Site Observation Reports	CxA	Report of observations made during site visit	12/12/24 through 12/18/24 and 1/13/25 through 1/18/07	PM Team
Issues Log	CxA	List of deficiencies and non-compliance with Contract Documents identified during Cx	1st published 01/02/25 Updated weekly after 1st publication.	PM Team and GC
Cx Progress Reports	CxA	Gives scheduling needs and update, deficiency report, Cx progress	01/15/25 to 01/19/25 and Cx Alloy Implemented	PM Team
Start-up Plan	All Contractors	Plan for the start-up of each commissioned piece of equipment or system.	Cx Team Created and delivered on 01/13/25 However -Equipment was already started. Cx Team Requested Start-up documents from PM and GC.	PM Team and GC
Blank Start-up Data Forms	All Contractors	Forms for recording start-up information.	01/13/25	CxA
Completed Start-up and Pre-functional Data Forms	All Contractors	Filled out verification checklists, tests, startup and initial checkout.	1 week after startup completion	
Pre-functional Checklists	CxA	Checklists to be used by the Contractors to formally communicate readiness for functional testing.	01/13/25	PM Team and GC
TAB Data Forms	TAB Contractor	Forms to be used to record TAB data.	6weeks before TAB	CxA
Final TAB report	TAB Contractor	Final TAB report with method and results.	Within 3 weeks after TAB completion	CxA
Functional Performance Test Procedures and Forms	CxA	Full description of test procedures in “form” format.	01/13/25	PM Team and GC
Functional Performance Test Deficiency Report Form	CxA	Documentation of deficiency discovered during testing.	3 days after test	Owner; A/E
Completed Functional Performance Test Forms	Contractors and CxA	Recorded documentation of the test on the form	1 week after test	Owner; A/E
O&M Manuals	All Contractors	Documentation of design, equipment, operations and maintenance, as-builts, etc.	90 days after approved submittals	CxA; Normal others
Training Plan	Contractors	Topics and methods	60 days before training	CxA; Normal others

Table 5-1: Formal Written Work Products

Product	Created By	Product Description and Form	Expected by Date	Received By
Training Completion Documentation	CxA	List of trainees, completed hrs and topics and approvals	Within 2 weeks after training completion	Owner
Final Cx Report	CxA	4-6 page summary report with important findings, etc.	Draft within 60 days of substantial completion	Owner
Deferred Testing Reports	CxA	Documentation of seasonal and deferred tests	Within 2 weeks of test	Owner
Recommissioning Manual	CxA			Owner

Section 6 Commissioned Systems and Equipment

The following systems, equipment, and their components are included in the scope of the commissioning activities and are considered to be commissioned systems and equipment.

Table 6-1: Commissioned Systems and Equipment

System and Equipment	Sampling Rate
Electrical	
Power Distribution System	
Switchboard	100%
Panelboards	100%
Dry-Type Transformers	100%
Disconnects/Starters	100%
Wiring Devices	100%
Lighting System	
Luminaires	100%
Occupancy Sensors	100%
Dimming System	100%
Emergency Power System	
Engine-Generator Set	100%
Automatic Transfer Switches	100%
Egress Lighting	100%
Exit Signage	100%
Grounding System	
Counterpoise	100%
Lightning Protection	100%
Data Center	
UPS and PDU	100%
CRAC Units	100%
Generator	100%
Mechanical	
HVAC	
Air Handling Unit Function & Building Pressurization	100%
Dampers	100%

Fans & Drive Motors	100%
Terminal Units	100%
Unit Heaters	100%
Variable Frequency Drives	100%
Valves	100%
Chilled Water System	
Chiller	100%
Pumps	100%
Control Valves	100%
Distributed Digital Control – Building Automation	
Alarms	100%
BACnet Compatibility	100%
Control Points	100%
Man Machine Interface	100%
Monitored Points (Digital And Analog)	100%
Offsite Monitoring	100%
Programming	100%
Sequences of Operation	100%
Set Points and Archives	100%
Exhaust System	
Dampers, Louvers	100%
Controls	100%
Fans & Drive Motors	100%
Plumbing Systems	
Domestic Potable Water System	
Backflow Preventers	100%
Controls	100%
Hot Water Recirculation Pumps	100%
Pressure Regulators	100%
Vacuum Breaks	100%
Valves	100%
Water Heaters and Pressure Relief Valves	100%
Sanitary Sewer Systems	
Cleanouts	100%
Piping and Supports	100%
Traps (Self Priming and Non Self-Priming)	100%
Vents	100%
Storm Sewer Systems	
Piping and Supports	100%
Roof Drains	100%
Fire Protection Systems	
Sprinkler Systems	
Panels	100%
Sprinkler Heads	100%

Standpipe	100%
Valves	100%
Fire Alarm	
Control Panel	100%
Addressable Devices	100%
Tamper & Flow Switches	100%

Section 7 Commissioning Meetings

The CxA shall conduct a commissioning kick-off meeting early in the construction phase to discuss specific roles and responsibilities of the contractors. During this meeting the CxA shall review the OPR, Basis of Design, and unique contract document requirements.

Throughout construction, most commissioning issues will be handled during regularly scheduled project meetings. If specific topics require additional discussion, the commissioning team shall meet immediately after the project meeting.

Other commissioning meetings may occur at other times mutually agreed to by the commissioning team.

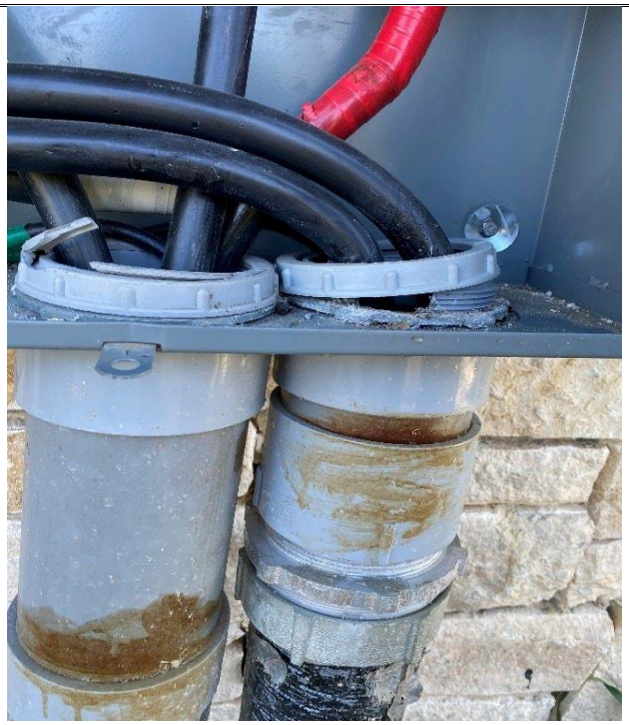
Section 8 Site Visits

Site visits are the primary method used during the Construction Phase to verify that installed systems and equipment comply with the OPR. The site visit procedures use a statistical approach to verify compliance. This includes performing general inspections, verifying installed equipment complies with the contract documents, and verifying pre-functional checklists have been accurately completed.

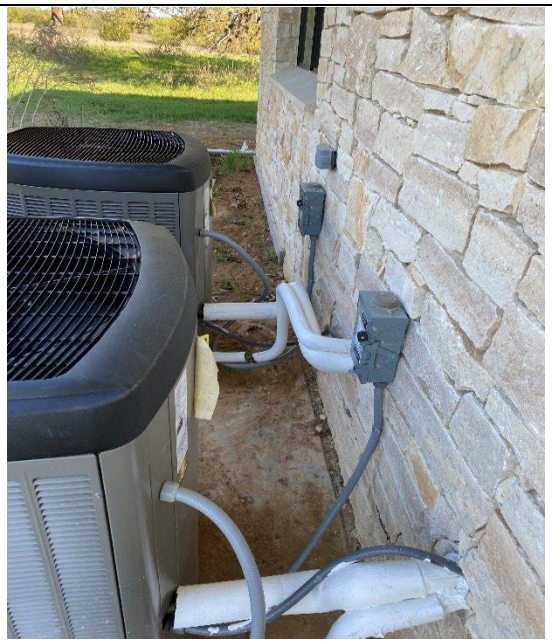
The CxA team will perform site visits, with increasing frequency. As construction progresses and systems and equipment installations are completed.

Upon arrival, the CxA team shall notify the PM before entering the jobsite. The CxA's shall follow all safety policies and regulations implemented by the General Contractor. After completing the site visit, the CxA shall meet with the PM to discuss any potential issues observed or to note any safety concerns. A Site Observation Report shall be published on the Facilities Management database (TBD) website. This report will outline any observed issues and provide recommendations for resolution. The SOR may include construction issues, access and maintenance issues, safety issues, or other issues. The General Contractor shall respond to the issues within the contractual response time. See Figure 8-1 for an example Site Observation Report.

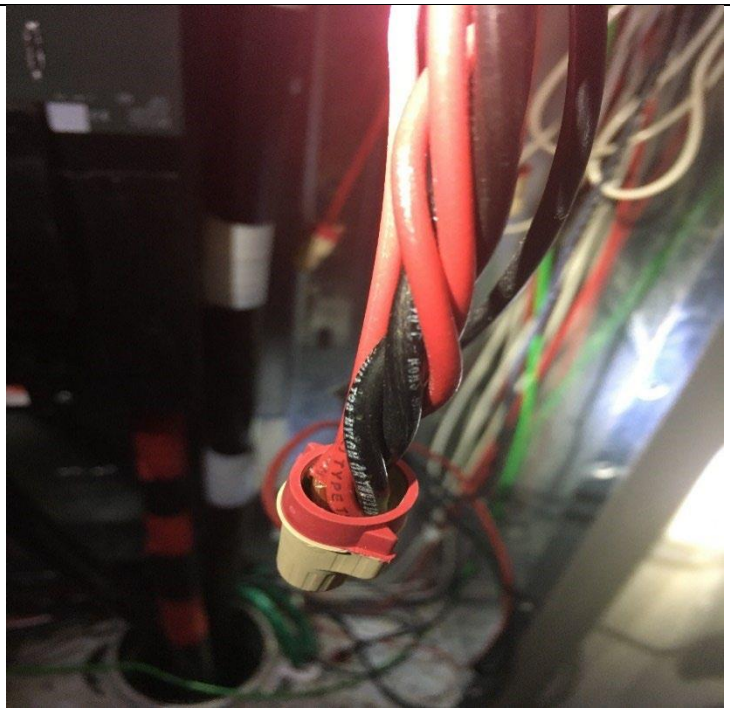
Figure 8-1 – Example Site Observation Report



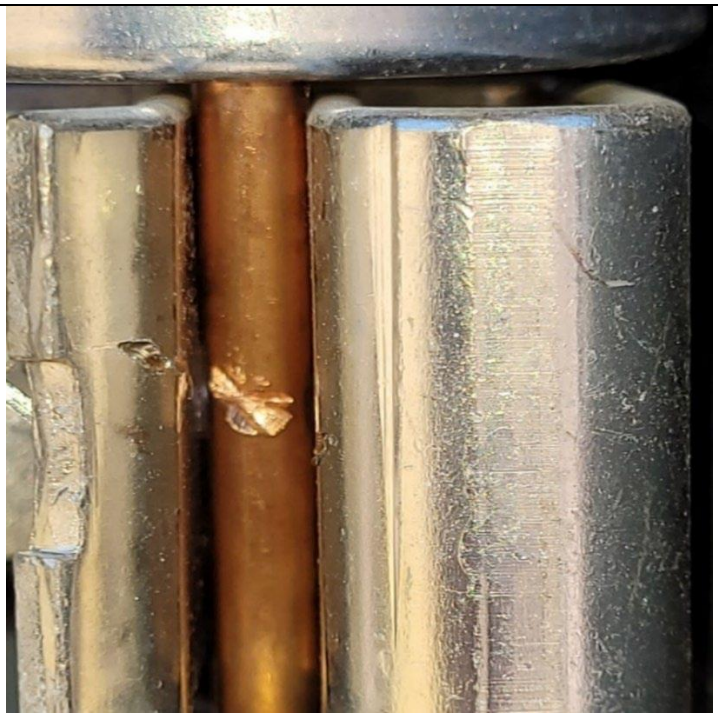
1. **Photo Description – Building Main - PVC male adapters and bushings are damaged and broken.**



2. **Photo Description – Condenser disconnects are located behind the units not allowing adequate working space for the disconnect.**



3. **Photo Description – Panel LE - Wire joints in the panel have exposed copper past the covering of the connector.**



4. **Photo Description – Main Service – fuse installation method caused damage to the fuse and fuse clips.**

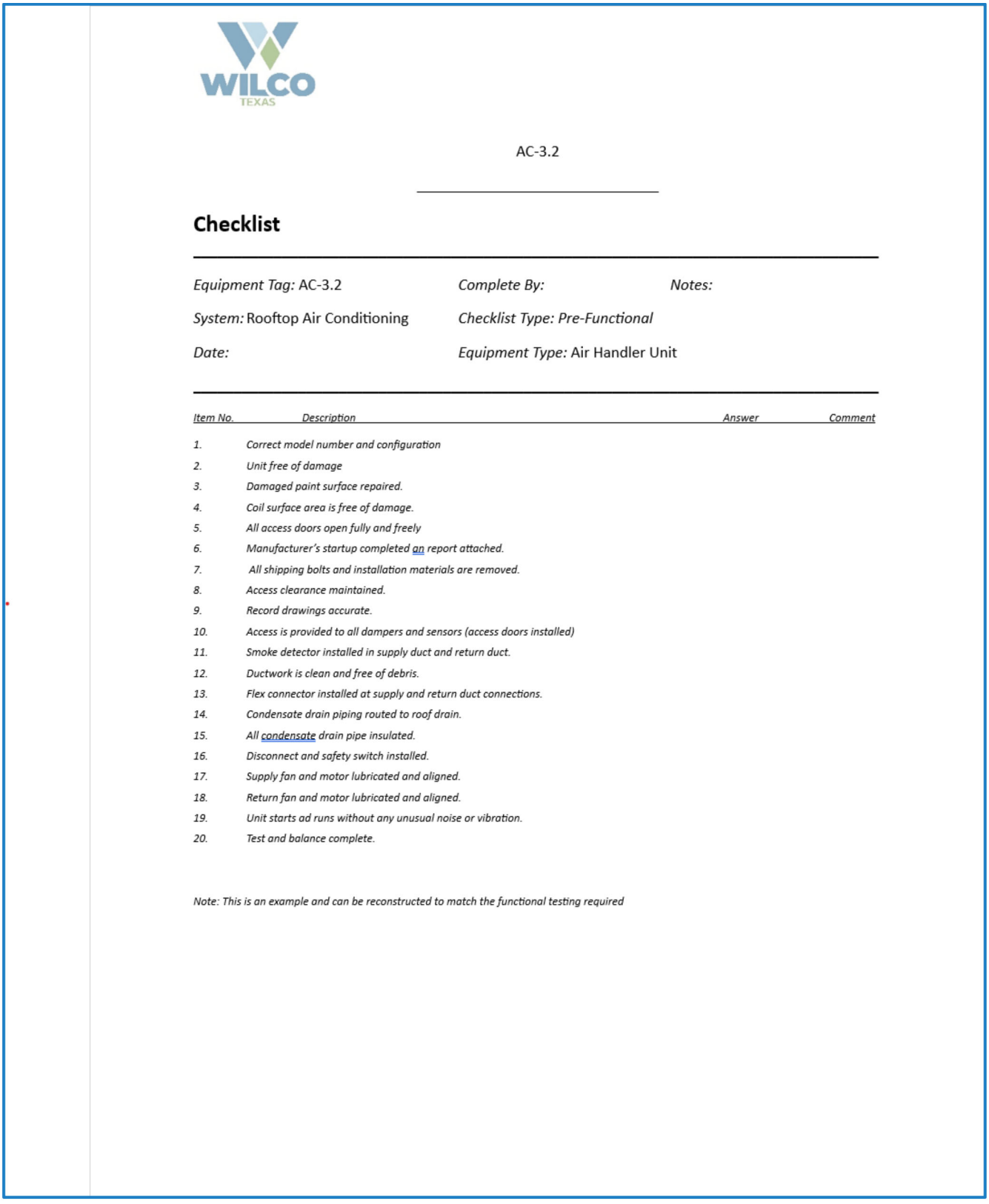
Section 9 Installation/Pre-startup Checklists.

The Installation/Pre-startup Checklist is a document that provides key information and allows tracking of the construction activities and progress. It documents that the equipment is installed properly, adequately accessible, in good condition, and ready for startup and functional performance testing.

- A checklist will be issued for each major piece of equipment or for components in a system. CxA will determine what will be included in each checklist.
- The CxA will provide the checklists to the contractor. If the contractor has his own checklists, he may use them upon agreement from the CxA.
- The contractor will complete the checklists and return them to the CxA.
- The contractor should return the checklists to the CxA as he completes them.
- Equipment checklists must be returned to the CxA before commencement of functional performance testing of that equipment or system.

See Figure 9-1 for an example checklist.

Figure 9-1 Example Checklist



AC-3.2

Checklist

Equipment Tag: AC-3.2 *Complete By:* *Notes:*

System: Rooftop Air Conditioning *Checklist Type: Pre-Functional*

Date: *Equipment Type:* Air Handler Unit

Item No.	Description	Answer	Comment
1.	Correct model number and configuration		
2.	Unit free of damage		
3.	Damaged paint surface repaired.		
4.	Coil surface area is free of damage.		
5.	All access doors open fully and freely		
6.	Manufacturer's startup completed an report attached.		
7.	All shipping bolts and installation materials are removed.		
8.	Access clearance maintained.		
9.	Record drawings accurate.		
10.	Access is provided to all dampers and sensors (access doors installed)		
11.	Smoke detector installed in supply duct and return duct.		
12.	Ductwork is clean and free of debris.		
13.	Flex connector installed at supply and return duct connections.		
14.	Condensate drain piping routed to roof drain.		
15.	All condensate drain pipe insulated.		
16.	Disconnect and safety switch installed.		
17.	Supply fan and motor lubricated and aligned.		
18.	Return fan and motor lubricated and aligned.		
19.	Unit starts ad runs without any unusual noise or vibration.		
20.	Test and balance complete.		

Note: This is an example and can be reconstructed to match the functional testing required

Section 10 O&M Manual Reviews

The Contractor will forward a copy of each related O&M manual submittal to the CxA for review. The draft of the O&M manual should be completed and submitted for review 90 days after approved equipment submittals are returned to the contractor. Since each specification section is a different O&M manual section, the O&M manual can be completed and submitted one section at a time.

See Figure 10-1 for an example Submittal Review report.

Figure 10-1 – Example Submittal Review

TBD

Section 11 Issue Log Description

All issues identified during the course of the project shall be tracked using the Facilities Management database Issues Log (TBD). The purpose of the Issues Log is to communicate issues identified during the course of the project to the commissioning team and track those issues to resolution. All issues shall have responses within two weeks from identification.

The Issues Log shall contain detailed descriptions of problems identified during the construction phase, along with recommended corrective actions. Each issue is tracked in a database with the following information:

- Unique identifier
- Date of issue identification
- Applicable test number
- Applicable system or equipment number
- Location of issue
- Description of issue
- Recommended corrective action
- Responsible party
- Expected date of response

Issues can be sorted by any of the above information and provided to the commissioning team in customized reports. See Figure 11-1 for an example Issues Log report.

TBD

Figure 11-1 Example Issues Log Report

TBD

Figure 10-1 – Example Submittal Review

Section 12 Functional Performance Tests

The CxA shall develop Functional Performance Tests to demonstrate that the commissioned systems and equipment operate properly in all modes of operation. Testing shall begin at the component level and progress upwards in complexity to the equipment and system level. When all systems have passed their functional performance tests, the systems shall be tested together to verify operation as a whole in a building wide System Integration Test.

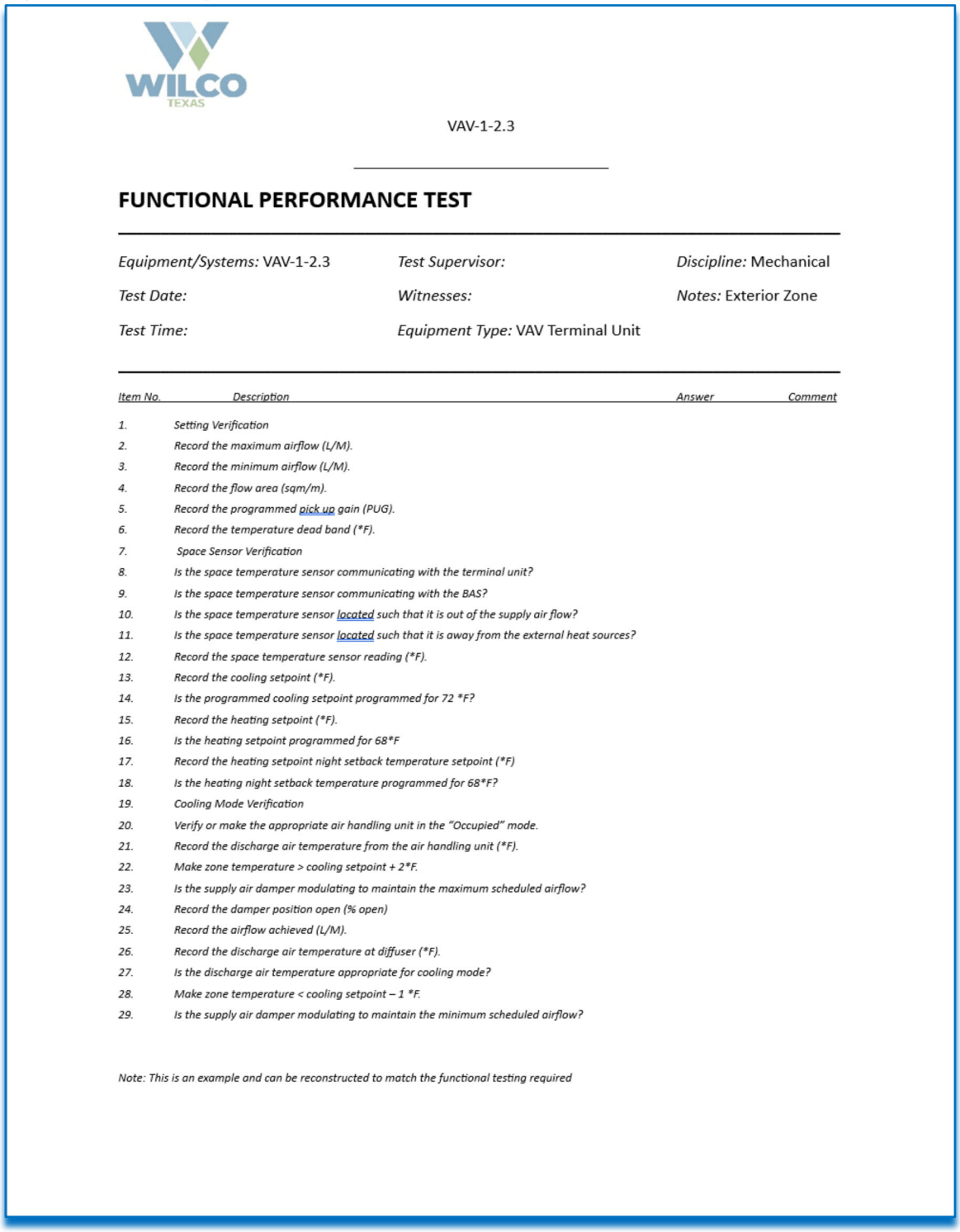
Each FPT is written in a pass/fail format, with yes being the correct response and no being a failed response. Prior to testing the CxA will provide the FPT procedures to the Contractor and all applicable subcontractors for review.

The Contractor shall complete and submit all applicable equipment pre-functional checklists prior to scheduling of testing. When the equipment and systems are ready to test, the FPT will be scheduled for a time mutually convenient to the Contractors and the CxA. The CxA will orchestrate the Functional Performance Test and provide attendee sign-in sheets shall be used to verify the attendance of all witnesses. The Contractor shall be responsible to provide personnel and equipment to perform the testing and to correct problems found during the testing.

If the total time required to correct minor problems during testing is greater that fifteen (15) minutes, the test shall be considered failed and must be repeated in its entirety. If a major problem is discovered during the test, the Contractor shall correct the problem. Prior to retesting, the Contractor shall submit to the CxA the required data indicating that the deficient items have been corrected. After review of this information by the CxA, a retest will be scheduled. During the course of the retest, if at any point a major deficiency is discovered, the test will be stopped.

See Figure 12-1 for an example FPT.

Figure 12-1 Example FPT



VAV-1-2.3

FUNCTIONAL PERFORMANCE TEST

Equipment/Systems: VAV-1-2.3	*Test Supervisor:*	*Discipline:* Mechanical
Test Date:	*Witnesses:*	*Notes:* Exterior Zone
Test Time:	*Equipment Type:* VAV Terminal Unit	

Item No.	Description	Answer	Comment
1.	Setting Verification		
2.	Record the maximum airflow (L/M).		
3.	Record the minimum airflow (L/M).		
4.	Record the flow area (sqm/m).		
5.	Record the programmed pick up gain (PUG).		
6.	Record the temperature dead band (*F).		
7.	Space Sensor Verification		
8.	Is the space temperature sensor communicating with the terminal unit?		
9.	Is the space temperature sensor communicating with the BAS?		
10.	Is the space temperature sensor located such that it is out of the supply air flow?		
11.	Is the space temperature sensor located such that it is away from the external heat sources?		
12.	Record the space temperature sensor reading (*F).		
13.	Record the cooling setpoint (*F).		
14.	Is the programmed cooling setpoint programmed for 72 *F?		
15.	Record the heating setpoint (*F).		
16.	Is the heating setpoint programmed for 68*F		
17.	Record the heating setpoint night setback temperature setpoint (*F)		
18.	Is the heating night setback temperature programmed for 68*F?		
19.	Cooling Mode Verification		
20.	Verify or make the appropriate air handling unit in the "Occupied" mode.		
21.	Record the discharge air temperature from the air handling unit (*F).		
22.	Make zone temperature > cooling setpoint + 2*F.		
23.	Is the supply air damper modulating to maintain the maximum scheduled airflow?		
24.	Record the damper position open (% open)		
25.	Record the airflow achieved (L/M).		
26.	Record the discharge air temperature at diffuser (*F).		
27.	Is the discharge air temperature appropriate for cooling mode?		
28.	Make zone temperature < cooling setpoint – 1 *F.		
29.	Is the supply air damper modulating to maintain the minimum scheduled airflow?		

Note: This is an example and can be reconstructed to match the functional testing required

Section 13 Training

The CxA will review training materials prior to scheduled training sessions. These reviews are to verify that that the trainees receive pertinent information to operate and maintain the facility according to the manufacturer's instructions and the OPR. The contractors will submit proposed training agendas and materials to the CxA for review and comment at least sixty (60) days before the anticipated training date. The contractor will incorporate and modify the proposed material based on these comments and other comments submitted by the Owner or the Architect. The contractor will coordinate with the Owner's O&M personnel for a mutually convenient time to conduct the training sessions.

Section 14 Lessons Learned Workshop

After final completion, a lessons-learned workshop will be held to determine what went well during the project and what could be improved in the next project. This workshop will focus on the identification and documentation of clear and unbiased views of all team members. The information gained during this workshop may then be integrated into the next construction project in order to improve the process.

The lessons learned workshop will use a nominal group process to facilitate discussion. The workshop will be facilitated by the CxA to elicit the key concerns of the project team. The workshop will be organized to encourage the identification of all relevant issues and to encourage the interaction and discussion among all team members.

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:
2025-1324019

Date Filed:
06/13/2025

Date Acknowledged:

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

Command Commissioning, LLC
Irving, 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.

Wilco HQ
Building Systems Commissioning

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 Ken Meline, 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 Dallas County, State of Texas, on the 13th day of June (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:
2025-1324019

Date Filed:
06/13/2025

Date Acknowledged:
06/20/2025

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

Command Commissioning, LLC
Irving, 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.

Wilco HQ
Building Systems Commissioning

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

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

6 UNSWORN DECLARATION

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

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

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

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

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

Commissioners Court - Regular Session **55.**

Meeting Date: 07/01/2025

Approval of Renewal #2 for contract #23RFP9 Vending Machine Services with Compass Group USA/Canteen for Facilities Management

Submitted For: Joy Simonton **Submitted By:** Theresa Gross, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the second renewal for Contract #23RFP9 Vending Machine Services with Compass Group USA/Canteen, for the same terms and conditions as the existing contract, for a 12-month term from October 1, 2025, to September 30, 2026.

Background

This is the second of four renewal options for this contract. Facilities Management confirmed the vendor met all County requirements and requested the second renewal. The Vending Machine Services contract provides a revenue-generating benefit; therefore, no associated funding source is required. Point of contact is Christi Stromberg.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Renewal 2

Renewal 1

Contract

TEC 1295

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	06/26/2025 06:41 AM
County Judge Exec Asst.	Andrea Schiele	06/26/2025 09:46 AM
Form Started By: Theresa Gross		Started On: 06/20/2025 02:55 PM
Final Approval Date: 06/26/2025		

Docusign Envelope ID: 959E6A8C-AFB0-4697-B40A-446279E31C43

WILCO PURCHASING

Summary Agreement for Renewal of Williamson County Contract

Contract Number:	23RFP9	**Department:**	Facilities Management
Vendor Name:	Compass Group USA/Canteen		
Purpose/Intended Use of Product or Service (summary):			
Renewal 2 for Vending Machine Services Beverages and Snacks			
Type of Contract:	RFP	**Start Date:**	10.1.2025
Purchasing Contact:	Theresa Gross	**End Date:**	9.30.2026
Department Contact:	Christi Stromberg or Shantil Moore		

- **Williamson County wishes to extend this bid/proposal for the same pricing, terms, and conditions as the existing contract.**
- PLEASE INCLUDE THE FOLLOWING:
  - COMPLETED 1295 FORM; AND
  - RENEWED INSURANCE CERTIFICATE IF IT WAS REQUIRED IN BID/PROPOSAL.

Renewal Option Period 2	October 1, 2025 – September 30, 2026
Renewal Option Period 1	October 1, 2024 – September 30, 2025
Initial Contract Period	March 21, 2024 – September 30, 2024

BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET FORTH AS STATED ABOVE

Vendor Compass Group

Name Shawn Grider

Title President

Signature DocuSigned by: Shawn Grider 4F4DDB44CA1C468...

Date 6/25/2025

Williamson County, 710 Main St., Georgetown, TX 78626

Williamson County Authorized Signature

Signature _____

Date _____

ATTACHMENT 2
MASTER VENDING LIST

FY26 & FY27 Pricing

VENDING PRODUCT LIST FOR WILLIAMSON COUNTY

Snack Planogram Pricing Option #1

	1	2	3	4	5	Healthy
	Cheetos Crunchy 2oz SKU 2636	Doritos Nacho Cheese 1.75oz SKU 2707	Ruffles CSC 1.5oz SKU 3073	Funyuns 1.25oz SKU 5430	Smtfd Wht Chdr Popcorn 1oz SKU 3098	Dot's 74789
Price	$1.35	$1.35	$1.35	$1.35	$1.35	$1.35
Cap/Fill	9	9	9	9	9	9
Column ID						
	Cheetos Flamin' Hot SKU 7282	Lay's Regular 1.5oz SKU 2881	Fritos Chili Cheese 2.0oz SKU 2733	Ruffles Queso SKU 134476	Smtfd White Cheddar Popcorn 1.0oz SKU3098	Sunchip Garden Salsa 1.5oz SKU 3121
Price	$1.35	$1.35	$1.35	$1.35	$1.35	$1.35
Cap/Fill	9	9	9	9	9	9
Column ID						
	Sabritas Turbo's 10090	Lay's Kettle Jalapeno 1.375oz SKU 7292	Chester's Flamin' Hot Fries 1.75oz SKU 10230	Gardettos 1.75oz SKU 2751	Veggie Wheat Thins 1.75oz SKU 2987	Baked Cheetos Ff Hot 1.5oz SKU 7614
Price	$1.35	$1.35	$1.35	$1.50 #	$1.35	$1.35
Cap/Fill	9	9	9	9	9	9
Col ID						
	Grandmas Vanilla Crème 3.71oz SKU 5528	Famous Amos ChocChip 3.0oz SKU 2722	Cheez-Its 2oz SKU 2639	Oreo Mini Bites 3.02oz SKU 3018	Zoo Animal Crackers 2.0oz SKU 5557	Kellogg's Fruit Snacks SKU 509
Price	$1.50	$1.50	$1.50	$1.50	$1.50	$1.50
Cap/Fill	9	9	9	9	9	15
Col ID						
	Reese PB Cups / Kit Kat Bar	Crunch Bar 1.55oz SKU 1076 / Snickers 1.86oz SKU 68310	Twix 1.79oz SKU 68311 / M&M Peanut 1.74oz SKU 68306	Sour Patch Kids 2.0oz SKU 5272 / 3 Musketeers 1.92oz SKU 19530	Skittles Original 2.17oz SKU 68323 / Planter Peanuts 2.0oz SKU 3038	Muchies Chz Pnut But SKU 10363 / Tillamook Beef Stack SKU87141
Price	$2.00 2 / $2.00	$2.00 / $2.00	$2.00 / $2.00	$2.00 / $2.00	$2.00 / $1.00	$1.00 / $2.00
Cap/Fill	15 / 15	15 / 15	15 / 15	15 / 15	15 / 15	15 / 15
Col ID						
	Little Debbie Oatmeal Pie SKU 16879	Pringles SCO SKU 20572	Cloverhill Big Tex Cinnamon Roll 4.0oz SKU2683	Fieldstone Bun 4oz SKU 78035	Rice Krispy Treats 2.13oz SKU 10335	JL Teriy Beef Nuggets 1 oz SKU 9485
Price	$1.50	$1.50	$1.50	$1.50	$1.50	$2.00
Cap/Fill	12	6	12	12	12	15
Col ID						
Non Crane Mach						
	Lifesavers PepOMint SKU 6821	Wrigley Juicy Fruit 6 ct SKU 5551	Wrigley Doublemint 6 ct SKU 3183	Wrigley Big Red 6 ct SKU 1126	Extra Spearmint 14ct SKU 1086	Extra Peppermint 14 ct SKU 1083
Price	$1.25	$1.25	$1.25	$1.25	$1.25	$1.25
Cap/Fill						
Col ID						

DocuSign Envelope ID: 7EF10DF9-11F9-417D-BFB3-96D03CF6A005

WILCO PURCHASING

Summary Agreement for Renewal of Williamson County Contract

Contract Number:	23RFP9	**Department:**	FACILITIES MANAGEMENT
Vendor Name:	COMPASS GROUP USA/CANTEEN		
Purpose/Intended Use of Product or Service (summary):			
RENEWAL #1 FOR VENDING MACHINE SERVICES BEVERAGES AND SNACKS			
Type of Contract:	RFP	**Start Date:**	10/01/2024
Purchasing Contact:	KIM CHAPPIUS	**End Date:**	09/30/2025
Department Contact:	CHRISTI STROMBERG OR SHANTIL MOORE		

- **Williamson County wishes to extend this bid/proposal for the same pricing, terms, and conditions as the existing contract.**
- PLEASE INCLUDE THE FOLLOWING:
  - COMPLETED 1295 FORM; AND
  - RENEWED INSURANCE CERTIFICATE IF IT WAS REQUIRED IN BID/PROPOSAL.
- **Extend Contract for the 1ST of five (5) one (1) year renewal option periods:**

Renewal Option Period 1	OCTOBER 1, 2024 – SEPTEMBER 30, 2025
Initial Contract Period	MARCH 21, 2023 – SEPTEMBER 30, 2024

BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET FORTH AS STATED ABOVE

Vendor Compass Group USA, Inc., by and through its Canteen Division

Name Shawn Grider

Title Division President

Signature Shawn Grider (Jun 17, 2024 10:04 CDT) 4F4DBB41CA1C488...

Date June 17, 2024

Williamson County, 710 Main St., Georgetown, TX 78626

Bill Gravell, Jr

Williamson County Judge

Signature Bill Gravell Jr. Bill Gravell (Jun 25, 2024 11:15 CDT)

Date

ATTACHMENT 1
SITES

Sheriff Administration, 508 South Rock Street, Georgetown. Vending Type: 1 beverage and 1 snack machine

Williamson County Jail, 508 South Rock Street, Georgetown. Vending Type: 1 beverage and 1 snack machine

Justice Center, 405 MLK, Georgetown. Vending Type: 2 beverage and 1 snack machine; Micro Market: 1 beverage, 1 fresh, and 1 snack

Road & Bridge, 3151 SE Inner Loop, Georgetown. Vending Type: 1 beverage and 1 snack machine

Inner Loop Annex, 301 SE Inner Loop, Georgetown. Vending Type: 1 beverage and 1 snack machine

Juvenile Justice Center, 200 Wilco Way, Georgetown. Vending Type: 1 beverage and 1 snack machine

Round Rock Jester, 1801 E Old Settlers Road, Round Rock, Vending Type: 1 beverage and 1 snack machine

Emergency Services Operations Center, 911 Tracy Chambers Lane, Georgetown. Vending Type: 1 beverage and 1 snack machine

Sheriff Office Training Center, 8160 Chandler Road, Hutto. Vending Type: 1 beverage and 1 snack machine; Micro Market: 1 beverage, 1 fresh, and 1 snack

EMS Training, 3189 SE Inner Loop, Georgetown. Vending Type: 1 beverage and 1 snack machine

Georgetown Annex, 100 Wilco Way, Georgetown. Vending Type: 1 beverage and 1 snack machine

ATTACHMENT 2
MASTER VENDING LIST
FY24 & FY25 Pricing

VENDING PRODUCT LIST FOR WILLIAMSON COUNTY

SNACK PLANOGRAM PRICING OPTION #1

	1	2	3	4	5	Healthy
	Cheetos Crunchy 2oz SKU 2636	Doritos Nacho Cheese 1.75oz SKU 2707	Ruffles CSC 1.5oz SKU 3073	Funyuns 1.25oz SKU 5430	Smtfd Wht Chdr Popcorn 1oz SKU 3098	Dot's 74789
Price	$1.35	$1.35	$1.35	$1.35	$1.35	$1.35
Cap/Fill	9	9	9	9	9	9
Column ID						
	Cheetos Flamin' Hot SKU 7282	Lay's Regular 1.5oz SKU 2881	Fritos Chili Cheese 2.0oz SKU 2733	Ruffles Queso SKU 134476	Smtfd White Cheddar Popcorn 1.0oz SKU3098	Sunchip Garden Salsa 1.5oz SKU 3121
Price	$1.35	$1.35	$1.35	$1.35	$1.35	$1.35
Cap/Fill	9	9	9	9	9	9
Column ID						
	Sabritas Turbo's 10090	Lay's Kettle Jalapeno 1.375oz SKU 7292	Chester's Flamin' Hot Fries 1.75oz SKU 10230	Gardettos 1.75oz SKU 2751	Veggie Wheat Thins 1.75oz SKU 2987	Baked Cheetos Fl Hot 1.5oz SKU 7614
Price	$1.35	$1.35	$1.35	$1.50 #	$1.35	$1.35
Cap/Fill	9	9	9	9	9	9
Col ID						
	Grandmas Vanilla Crème3.71oz SKU 5528	Famous Amos ChocChip 3.0oz SKU 2722	Cheez-Its 2oz SKU 2639	Oreo Mini Bites 3.02oz SKU 3018	Zoo Animal Crackers 2.0oz SKU 5557	Kellogg's Fruit Snacks SKU 509
Price	$1.50	$1.50	$1.50	$1.50	$1.50	$1.50
Cap/Fill	9	9	9	9	9	15
Col ID						
	Reese PB Cups	Kit Kat Bar	Crunch Bar 1.55oz SKU 1076	Snickers 1.86oz SKU 68310	Twix 1.79oz SKU 68311	M&M Peanut 1.74oz SKU 68306	Sour Patch Kids 2.0oz SKU 5272	3 Musketeers 1.92oz SKU 19530	Skittles Original 2.17oz SKU 68323	Planter Peanuts 2.0oz SKU 3038	Muchies Chz Pnut But SKU 10363	Tillamook Beef Stack SKU87141
Price	$2.00 2	$2.00	$2.00	$2.00	$2.00	$2.00	$2.00	$2.00	$2.00	$1.00	$1.00	$2.00
Cap/Fill	15	15	15	15	15	15	15	15	15	15	15	15
Col ID												
	Little Debbie Oatmeal Pie SKU 16879	Pringles SCO SKU 20572	Cloverhill Big Tex Cinnamon Roll 4.0oz SKU2683	Fieldstone Bun 4oz SKU 78035	Rice Krispy Treats 2.13oz SKU 10335	JL Teriy Beef Nuggets 1 oz SKU 9485
Price	$1.50	$1.50	$1.50	$1.50	$1.50	$2.00
Cap/Fill	12	6	12	12	12	15
Col ID						
Non Crane Mach						
	Lifesavers PepOMint SKU 6821	Wrigley Juicy Fruit 6 ct SKU 5551	Wrigley Doublemint 6 ct SKU 3183	Wrigley Big Red 6 ct SKU 1126	Extra Spearmint 14ct SKU 1086	Extra Peppermint 14 Ct SKU 1083
Price	$1.25	$1.25	$1.25	$1.25	$1.25	$1.25
Cap/Fill						
Col ID						

Agenda Item #34, CC 06.25.24 Approval of Renewal #1 for Contract #23RFP9 Vending Machine Services (Andy)

Final Audit Report 2024-06-25

Created:	2024-06-24
By:	Andy Portillo (andy.portillo@wilco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAaBedRCfeOF0MC6zMyI0qlYJ-bR64ojZE

"Agenda Item #34, CC 06.25.24 Approval of Renewal #1 for Contract #23RFP9 Vending Machine Services (Andy)" History

Document created by Andy Portillo (andy.portillo@wilco.org)
2024-06-24 - 2:18:50 PM GMT- IP address: 173.219.39.210

Document emailed to Rebecca Pruitt (becky.pruitt@wilco.org) for delegation
2024-06-24 - 2:19:14 PM GMT

Email viewed by Rebecca Pruitt (becky.pruitt@wilco.org)
2024-06-24 - 2:33:56 PM GMT- IP address: 66.76.4.65

Document signing delegated to Bill Gravell (bgravell@wilco.org) by Rebecca Pruitt (becky.pruitt@wilco.org)
2024-06-25 - 3:06:36 PM GMT- IP address: 66.76.4.65

Document emailed to Bill Gravell (bgravell@wilco.org) for signature
2024-06-25 - 3:06:36 PM GMT

Email viewed by Bill Gravell (bgravell@wilco.org)
2024-06-25 - 4:15:08 PM GMT- IP address: 66.76.4.65

Document e-signed by Bill Gravell (bgravell@wilco.org)
Signature Date: 2024-06-25 - 4:15:19 PM GMT - Time Source: server- IP address: 66.76.4.65

Agreement completed.
2024-06-25 - 4:15:19 PM GMT

Powered by Adobe Acrobat Sign

AGREEMENT FOR VENDING SERVICES

This Vending Services Agreement ("Agreement") is entered into by Williamson County, Texas, a political subdivision of the State of Texas ("County") and Compass Group USA, Inc., by and through its Canteen Division ("Contractor"), with its principal place of business located at 2400 Yorkmont Road, Charlotte, North Carolina, both of which are referred to herein as the parties.

WITNESSETH

WHEREAS, the County owns and/or operates various buildings, grounds and real property;

WHEREAS, the County requested proposals from vending firms that were trained, experienced and qualified in providing and servicing snack and beverage vending machines;

WHEREAS, on December 14, 2022, Contractor responded to County's request for proposals and the County determined that, after review of all proposals received, Contractor's proposal to provide vending machines, vending products and related services at County's facilities was in the best interest of the County;

THEREFORE, in consideration of the mutual benefits to be derived hereby, the County and the Contractor do hereby agree as follows:

I. TERM AND RENEWAL

A. Contract Documents

In addition to this Agreement, the contract between the County and Contractor shall include Williamson County Request for Proposal 23RFP9 and Contractor's Proposal (to the extend it meets or exceeds the requirements of Williamson County's Request for Proposal 23RFP9). In the event of any conflict between these documents, the conflict shall be resolved using the order of precedence: (1) this Agreement; (2) Williamson County Request for Proposal 23RFP9; and (3) Contractor's Proposal.

B. Initial Term of Agreement

This Agreement shall commence on the date of the last party's execution hereof, and shall terminate on September 30, 2024, unless it is renewed as set forth herein.

C. Renewal of Agreement

At the end of the initial term of this Agreement, the parties, upon mutual agreement, shall have the option to renew this Agreement in twelve (12) month increments for up to an additional forty-eight (48) months, with the terms and conditions remaining the same. The total period of the contract, including all extensions will not exceed a maximum combined period of seventy-two (72) months.

Exercise of the renewal option is at the County's sole discretion and shall be conditioned, at a minimum, on the Contractor's performance of this Agreement and subject to the availability of funds. The County, if it desires to exercise its renewal option, will provide notice to the Contractor of its election to renew. The renewal term shall be considered separate and shall require exercise of the renewal option should the County choose to renew this Agreement. The County and the Vendor agree that termination shall be the Vendor's sole remedy if the County chooses not to extend this Agreement for an additional twelve (12) month term.

II. SCOPE OF SERVICE

A. Services to be Provided

The Contractor shall be responsible for all vending machine installations, maintenance, operation and service of snack and beverage vending machines and related vending products for the County's properties and locations listed on Attachment 1 ("Sites"). The Contractor will be responsible for keeping its machines filled with the products identified on the Master Vending List, which is attached hereto as Attachment 2. The County reserves the right to reasonably add or delete Sites where vending machines are operated, on an as-needed basis. Each Site serviced by the Contractor shall be adequately supplied with the type and number of machines necessary to service the vending needs of the County at each Site. The type and number of machines at a specific Site will be dependent upon such factors as requests of the County, available space, available utility outlets, and sales.

B. Contractor's Responsibilities

1. *Equipment to be Provided*

The Contractor shall install, at no cost to the County, vending equipment at the Sites listed on Attachment 1. A list of all equipment installed at these Sites, including the name, type, serial number, counter or meter reading at time of installation and location of each piece of equipment, shall be provided to the County's Contract Manager upon execution of this Agreement. All vending machines shall be new or in a like new condition and meet Energy Star certification requirements. In the absence of Energy Star designation, the Contractor may propose, with supporting documentation, alternative energy conservation measures to minimize energy consumption and cost associated with vending services. All vending machines provided shall comply with all federal, state or local safety and health regulations. All vending machines provided shall be equipped

with coin mechanism, validators that automatically validate and recognize paper currency, and credit/debit card technology.

Either the County or the Contractor may initiate a written request for addition or deletion of vending equipment; provided, however, prior to the Contractor deleting any installed vending equipment (a vending machine), Contractor must first provide, in writing, sales data to the County Contract Manager which evidences that the vending equipment is underperforming in relation to other vending equipment that is located at other Sites. With County Contract Manager authorization, the Contractor may then change the existing mix of products provided in the machine and/or prices for at least a thirty (30) day period in order to determine if sales improve to mutually agreeable and acceptable levels. The change in product mix would be performed based on feedback from the County's Contract Manager and the County's employees that use the machine in question. If sales do not improve to mutually agreeable and acceptable levels during the said thirty (30) day period, then the Contractor may ask for re-authorization, in writing, to either change the product mix for an additional thirty (30) day period, or contact the County's Contract Manager, in writing, providing supporting sales data including the most recent data, and request final removal of the vending machine from its then current location. If after the second thirty (30) day period sales have not improved to mutually agreeable and acceptable levels, the Contractor can, in writing, request final removal of the vending machine from its then current location.

The total number of machines allocated to each Site must be installed no later than thirty (30) days after the complete execution of this Agreement. If the County deems it necessary to delete or add additional machines after the initial installation, the County will notify the Contractor in writing. By execution of this Agreement, the Contractor agrees to such additions/deletions and shall have thirty (30) days to comply from date of the notification. Any additional machines shall be provided on the same terms and conditions as contained in this Agreement.

2. *Products to be Provided*

The approved list of products to be dispensed in the vending machines can be found on Attachment 2, Master Vending List. The Contractor shall submit a list of proposed prices for the various products yearly. Pricing shall remain firm for the first two (2) years of the Agreement unless the Contractor can evidence a CPI-W increase of more than 10% over the first year. Any proposed pricing changes shall be presented to the Contracts Administrator or designee for review and approval at least sixty (60) days prior to the proposed increase. Price increases are not automatic and shall be submitted to Contracts Administrator or designed for review and approval. Price increase must be justified by documentation supporting operational cost increases. In no event shall any increase exceed three (3) percent, though exception shall be given for certain products if the Contactor can justify a substantial cost increase in production. Williamson County reserves the right to decline any price changes that do not include sufficient justification for the

price increase. Price increases will only be requested by August 1st of each contact year after the initial two-year period. Approved increases are to become effective not less than 60 calendar days after notification. Decreases will be effective not more than ten (10) days after notification.

Contractor shall sell only those products listed on the Master Vending List or approved substitute products in vending machines placed at each Site. The County shall have the exclusive right to add or to delete any product to be dispensed in the vending machines based on volume of sales or other factors, without a formal amendment. If the County deems it necessary to add or to delete products after the initial installation, the County will notify the Contractor in writing. By execution of this Agreement, the Contractor agrees to such additions/deletions and shall have thirty (30) days from the date of the notification to comply. Any additions shall be provided on the same terms and conditions as contained in this executed Agreement.

Any request by Contractor to provide alternate or substituted products shall be submitted in writing and must be approved in writing by the County. Substitute products must be of the same quality and must be packaged in the same manner (proportion size, volume and/or weight, as applicable) as the product sought to be substituted. The County reserves the right to reject any request for substitution if, in the County's sole discretion, the substituted product is not of the same quality or packaging (proportion, weight, volume, etc.) as the product sought to be substituted. Requests for alternate or substituted products shall be granted or denied within ten (10) days of receipt of written request.

Contractor shall ensure that no out of date products remain in the vending machines and Contractor shall be responsible for the disposal of expired products in accordance with federal, state and local health standards.

3. *Services to be Provided*

The Contractor shall:

a. Collect all money from each machine and record ending meter reading for an accurate accounting of sales and collections for each machine;
b. Submit timely Monthly Sales Reports as required under Section II., 5., Reporting;
c. Provide all maintenance and repairs to the machines at no cost to the County, as specified in Section II., 4., Operational Requirements;
d. Return a minimum of once-per-week to each facility, on a regularly scheduled day as determined by the County, to replenish vending stock and vending supplies, if applicable, and to clean and sanitize all machines; provided, however, Contractor may adjust the time that it returns to certain Sites if it becomes unnecessary to replenish vending stock and vending supplies once-per-week due to lower sales volumes at such Sites;

e. Be responsible for the electrical connections for all vending machines;
f. Respond to any request by the County or facility for supplies, service or assistance within 24 hours of initial request; and
g. Provide the County with an office telephone number and cell number for at least two (2) individuals who can be reached twenty-four (24) hours per day, seven (7) days per week regarding equipment or services to be provided.

4. *Operational Requirements*

a. The Contractor shall be required to have all machines installed and fully operational at Sites, within thirty (30) days of Agreement execution.
b. The Contractor shall repair any non-functioning machine to full operating capacity within five (5) days of notice or replace said machine within the same time period.
c. The Master Vending List (Attachment 2) establishes the proposed price list for all approved products.

5. *Reporting*

A Monthly Sales Report shall be submitted on a monthly basis to the County's Contract Manager no later than the tenth (10^{th}) day of the previous month following the month reported. This report shall include the following:

a. A list of gross sales of each vending machine by product name, product type and Site;
b. Total gross sales for all Sites;
c. Copy of the restocking reports by machine or by each institution;
d. Commission payable to the County.

6. *Refunds*

The Contractor will be responsible for processing all refunds. The Contractor shall post notices in clearly visible locations informing patrons how to request refunds. The Contractor is responsible for making refunds of monies lost due to malfunctions of vending machines within 10 business days after receiving the refund request. The Contractor shall provide a report to the Contract Manager or designee of all status of complaints it has received and its actions to resolve such complaints.

7. *Equipment Ownership*

The Contractor is acknowledged to be the owner of all machines, equipment and/or merchandise which may be brought upon the County's property by the Contractor, and nothing in this agreement will give the County any interest, outside of the interest stated in this Agreement, in such machines, equipment or merchandise. The Contractor shall bear the full cost of any damage or loss in connection with a

vending machine or any associated equipment, and the County shall not bear any cost of such damage or loss.

C. Contractor Staff Conduct for Facility Access

1. The Contractor or designee shall make prior arrangements with the County regarding access to the Sites for the purposes of delivering equipment, providing services or providing maintenance of equipment.

   The Contractor's staff on-site shall adhere to the standards of conduct prescribed in any County personnel policy and procedure guidelines, particularly rules of conduct, employee uniform and clothing requirements (as applicable), security procedures, and any other applicable rules, regulations, policies and procedures of the County.

In addition, the Contractor shall ensure that all staff adhere to the following requirements:

   a. The Contractor's staff shall not engage in any conduct which is criminal in nature or which would bring discredit upon the Contractor or the County. In providing services pursuant to this Agreement, the Contractor shall ensure that its employees avoid both misconduct and the appearance of misconduct.
   b. Any violation or attempted violation of the restrictions referred to in this section regarding employee conduct shall be reported by phone and in writing to the County's Contract Manager or their designee, including proposed action to be taken by the Contractor. Any failure to report a violation or take appropriate disciplinary action against the offending party or parties shall subject the Contractor to appropriate action, up to and including termination of this Agreement.
   c. The Contractor shall report any incident described above, or requiring investigation by the Contractor, in writing, to the County's Contract Manager or their designee within twenty-four (24) hours, of the Contractor's knowledge of the incident.

2. *Staff Background/Criminal Record Checks*

   a. The Contractor's staff assigned to this project may, at County's option, be subject to a background/criminal records check. This background check may be conducted by the County and may occur or re-occur at any time during the Agreement period. In order to carry out this background check, upon request, the Contractor shall provide the County with the following data for any individual Contractor or subcontractor's staff assigned to provide services under this Agreement: Full Name, Race, Sex, Date of Birth, Social Security Number, Driver's License Number and State of Issue. The County may review the submitted proposed employee information and make a determination within five (5) business days. If requested, the Contractor shall also submit to

fingerprinting for submission by the County to the Federal Bureau of Investigation (FBI) for all temporarily approved new hires.

b. No person who has been barred from any County work release center or other facility shall provide services under this Agreement.
c. The County has full discretion to require the Contractor to reasonably disqualify, prevent, or remove any staff from any work under this Agreement. The County is under no obligation to inform the Contractor of background check findings or criteria for disqualifications or removal.
d. The Contractor shall not employ any individual under this Agreement who is under supervision or jurisdiction of any parole, probation or correctional authority. Persons under any such supervision may work for other elements of the Contactor's agency that are independent of the service to be provided under this Agreement. The objective of this provision is to ensure that no employee of the Contactor, under any such legal constraints, has contact with or access to any records of the County.
e. The Contractor shall immediately report to the County of any new arrest, criminal charges or convictions and any active felony or misdemeanor supervision of any current employee performing services under this Agreement.
f. The Contractor shall screen all prospective employees through referral and employment checks. The Contractor shall require that all prospective employees provide the details of any of the following criminal background information:

    1. Conviction for a felony or Class A misdemeanor.
    2. Plea of nolo contendere or plea of guilty to a crime that is a felony or Class A misdemeanor.
    3. An adjudication of guilt withheld to a crime that is a felony or Class A misdemeanor.
    4. Current pending charges for a for a felony or Class A misdemeanor.

g. Note that a felony or Class A misdemeanor conviction, a plea of guilty or nolo contendere to a felony or Class A misdemeanor crime, or adjudication of guilt withheld to a felony or Class A misdemeanor crime does not automatically bar the Contractor from hiring the proposed employee. However, the County reserves the right to prior approval in such cases. Generally, two (2) years with no criminal history is preferred. The Contractor shall make full written report to the County within three (3) calendar days whenever an employee has a criminal charge filed against them, or an arrest, or receives a Notice to Appear for violation of any criminal law involving a misdemeanor, or felony, or ordinance (except minor violations for which the penalty is a fine only and no jail time can be assessed) or when Contractor or Contractor's staff has knowledge of any violation of the laws, rules, directives or procedures of the County.

3. *Facility and Staff Security*

a. The Contractor employees shall display a current picture identification of the employee and be prepared to provide the County, upon request, with his/her Driver's License or State of Texas ID card.
b. Upon entering and leaving Sites, Contractor employees may be required to sign in and out at a receptionist desk or with authorized personnel.
c. The Contractor shall ensure that staff wears attire suitable for the position, either a standard uniform or business casual dress.
d. Contractor staff shall be subject to searches of their person or searches of equipment and/or products at any time when entering any County detention or jail facility.
e. The Contractor's staff shall be subject to the requirements of Section II., C., of this Agreement and may be denied access to the facility by the County.

D. County's Responsibilities

The County will:

1. Provide all electricity used for the operation of the vending machines;
2. At its sole option and discretion, conduct background checks on Contractor employees who are responsible for carrying out the services under this Agreement;
3. Grant the Contractor or designee access to the County's Sites, subject to any safety concerns or issues, between the hours of 8:00 a.m. and 5:00 p.m. for the purposes of providing service, equipment or maintenance. The Contractor may be granted access to a facility at times other than 8:00 a.m. to 5:00 p.m. to complete these services only if approved by the County in advance;
4. Promptly report malfunctioning equipment; and
5. Assume no liability for damage to equipment or loss of inventory or funds and shall not be liable for same.

E. Monitoring and Evaluation

The County's Contract Manager or designated County staff will perform monitoring during the term of this Agreement, but not less than once a year to ensure contract compliance. Monitoring shall include periodic review of compliance with contract service delivery including but not limited to, review of the specific Agreement requirements such as:

1. Reporting Submission
2. Operations performance
3. Equipment performance
4. Equipment maintenance

If issues of non-compliance are identified during County's monitoring, the County may provide a written report to the Contractor following the monitoring visit. When

issues of non-compliance are identified in the monitoring report, a written Corrective Action Plan (CAP) will be required of the Contractor. The CAP is to be submitted to the County's Contract Manager within ten (10) days of receipt of the monitoring report. If necessary, a follow-up monitoring visit will be scheduled by the Contract Manager, and will occur within thirty (30) days of the original monitoring visit at which time full compliance must be met. Failure to correct deficiencies after thirty (30) days of receipt of a written monitoring report notating the deficiencies may result in County's determination of breach of contract and termination of this Agreement.

The County reserves the right for any County staff to make scheduled or unscheduled, announced or unannounced visits to the Contractor's place of business.

III. COMPENSATION

A. Payment

The Contractor will compensate the County for services specified in Section II, Scope of Service, as delineated below:

1. The Contractor will compensate the County with a commission of 10% of gross revenues after taxes (ex: $1.00 – $0.08 sales tax = $0.92 x 10% = $0.09 commission) from the operation of said equipment and the sale of food and beverages. Such payments shall be made by the 10th day of each month for the previous month revenue.

2. If the County does not receive commissions by the 10th day of each month, a late charge of 2.5% shall be paid of the monthly sales.

3. The County shall have the right to accompany the Contractor when the revenue is collected from the equipment and conduct a hard count of the money on-site, which consists of counting the money with a portable coin counter that shall be provided by the Contractor.

4. If this Agreement expires or is terminated for any reason, within 30 days of such expiration or termination, the Contractor shall perform a final accounting and pay the County the final commission payment for all periods prior to the date of expiration or termination for which the Contractor has not previously made a commission payment to the County.

B. Official Payee

The Contractor agrees that each payment will include a detailed accounting of how the commission was arrived at in detail sufficient for a pre-audit and post-audit

thereof. The Contractor shall submit monthly payments and records to the Williamson County Auditor and a copy of the records to the County's Contract Manager as identified in Section IV., A. The Williamson County Auditor's Office shall review, verify, deny and/or approve the above referenced accountings, reports and payments provided by Contractor.

Williamson County Auditor
Accounts Payable Department
710 S. Main Street
Georgetown, Texas 78626

C. Travel Expenses

The County shall not be responsible for the payment of any travel expense for the Contractor that occurs as a result of this Agreement.

D. Contractor's Expenses

The Contractor shall pay for all licenses, permits, and inspection fees or similar charges required for this Agreement, and shall comply with all laws, ordinances, regulations, and any other requirements applicable to the work to be performed under this Agreement.

E. Tax Exemption

County is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. § 151.309, as amended, and the services and materials subject hereof are being secured for use by County. Exemption certificates will be provided to contractors and suppliers upon request.

F. Renewal Prices

In the event the County chooses to extend this Agreement and the Contractor agrees to such extension, the prices of the food and beverages for each extended period shall be adjusted based on the seasonally adjusted Consumer Price Index for All Urban Consumers (CPI-U) for food and beverages in the State of Texas.

G. Change of Circumstance

The commission rate(s) and prices are based, in part, on assumptions regarding population, hours of operation, other conditions on the Premises, labor costs, product costs, fuel costs, Federal, state, and local tax structure, and any other levy or tax that impacts Contractor's services ("Factors"). If there are changes in such Factors, Contractor may modify the commission rate(s) and/or prices upon thirty (30) days prior

written notice to County, which shall be noted on commission statements and/or the remittance advice. Furthermore, in lieu of price increases per Section F above, Contractor may, upon thirty (30) days prior written notice, modify the commission rate(s). It is acknowledged and understood that County may terminate this Agreement, at its will upon thirty (30) calendar days notice in accordance with the termination rights set forth under Section VI below, if County determines, in its sole discretion, that Contractor's modification of the commission rates and/or prices is unreasonable or excessive.

IV. CONTRACT MANAGEMENT

A. County's Contract Manager

The Contract Manager for this Agreement will be:

Dale Butler
Director of Facilities
3101 SE Inner Loop
Georgetown, TX 78626
Phone: (512) 943-1636

The Contract Manager will perform the following functions:

1. Serve as the liaison between the County and the Contractor;
2. Verify receipt of deliverables from the Contractor;
3. Monitor the Contractor's progress;
4. Assist in evaluating the Contractor's performance;
5. Process all amendments, renewals and terminations of this Agreement; and
6. Assist in evaluating Contractor performance upon completion of the overall Agreement. This evaluation will be placed on file and will be considered if the Agreement is subsequently used as a reference in future procurements;
7. Maintain the official Agreement file; and
8. Maintain the official records of all formal correspondence between the County and the Contractor.

B. Contractor's Representative

The name, title, address and telephone number of the Contractor's representative responsible for administration and performance under this Agreement is:

Austin Piske
Regional Director of Operations
Canteen Austin Branch

8801 Wall Street, Suite 840
Austin, Texas 78754
Phone: (512) 651-8282
Email: Austin.Piske@compass-usa.com

D. Contract Management Changes

After execution of this Agreement, any changes in the information contained in Section IV., Contract Management, will be provided to the other party in writing and a copy of the written notification shall be maintained in the official record.

V. MODIFICATIONS

Modifications to the provisions of this Agreement, with the exception of Section IV., Contract Management, shall be valid only through execution of a formal amendment.

VI. TERMINATION

A. Termination at Will

This Agreement may be terminated by either party upon no less than thirty (30) calendar days' notice, without cause, unless a lesser time is mutually agreed upon by both parties. Notices of termination shall be delivered by certified mail (return receipt requested) to the non-terminating party.

B. Termination for Cause

The County reserves the right to terminate the Agreement if Contractor breaches any of the provisions of this Agreement, including but not limited to Proposal specifications, terms and conditions, any warranties of the Contractor. Such right of termination is in addition to and not in lieu of any other remedies the County may have at law or in equity.

C. Termination for Unauthorized Employment

Violation of the provisions of Section 274A of the Immigration and Nationality Act shall be grounds for unilateral cancellation of this Agreement.

VII. CONDITIONS

A. Records

1. Public Records Law

Contractor understands that County will comply with the Texas Public Information Act and information, documentation, and other material in connection with this Agreement may be subject to public disclosure. 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.

2. Audit Records

a. Contractor shall permit the County, or any duly authorized employee of Williamson County, to insect and examine its pertinent books and records.
b. Contractor agrees to maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by the County under this Agreement and agrees to provide a financial and compliance audit to the County or to the Office of the Williamson County Auditor and to ensure that all related party transactions are disclosed to the auditor.
c. The Contractor agrees to include all record-keeping requirements in all subcontracts and assignments related to this Agreement.

3. Retention of Records

The Contractor agrees to retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertaining to this Agreement for a period of five (5) years following the termination of this Agreement. The Contractor shall maintain complete and accurate record-keeping and documentation as required by the County and the terms of this Agreement. Copies of all records and documents shall be made available for the County upon request. All records and documentation must be clear and legible for audit purposes. All documents must be retained by the Contractor at the address listed in Section IV., B., Contractor's Representative for the duration of the period referenced above. The Contractor shall cooperate with the County to facilitate the duplication and transfer of any said records or documents during the required retention period. The Contractor shall advise the County of the location of all records pertaining to this Agreement

and shall notify the County by certified mail within ten (10) days if/when the records are moved to a new location.

B. Materials with Recycled Content

It is expressly understood and agreed that Contactor must provide recycling receptacles in and around the Sites where any recyclable products or materials are sold pursuant to this Agreement.

C. Foreign Terrorist Organizations

Contractor 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.

D. Employment of County Personnel

The Contractor shall not knowingly engage in this project, on a full-time, part- time, or other basis during the period of this Agreement, any current employee of the County.

E. Non-Discrimination

No person, on the grounds of race, creed, color, national origin, age, gender, marital status or disability, shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to, discrimination in the performance of this Agreement.

F. Damage to County Property

Contractor shall be liable for all damage to County owned, leased, or occupied property and equipment caused by Contractor and its employees, agents, subcontractors, and suppliers, including any delivery or transportation company, in connection with any performance pursuant to this Agreement. Contractor shall notify County in writing of any such damage within one (1) calendar day. Contractor is responsible for the removal of all debris resulting from work performed under this Agreement.

G. Americans with Disabilities Act

Contractor shall comply with the Americans with Disabilities Act. In the event of the Contractor's noncompliance with the nondiscrimination clauses, the Americans with Disabilities Act, or with any other such rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further contracts with the County.

H. Indemnification

Contractor shall save harmless the County from and against all claims and liability due to the activities of the Contractor, its agents or employees, performing under this Agreement and which result from any negligent act, error, or omission of the Contractor or of any person employed by the Contractor. Contactor shall also save harmless the County from and against any and all expenses, including reasonable attorney's fees which might be incurred by the County, in litigation or otherwise resisting said claims or liabilities.

Contractor acknowledges and agrees that under the Constitution and the laws of the State of Texas, County cannot enter into an agreement whereby County agrees to indemnify or hold harmless any other party, including but not limited to Contractor; therefore, all references to indemnifying, holding or saving harmless any other party, including but not limited to Contractor, for any reason whatsoever are hereby deemed void and deleted.

I. Contractor's Insurance

The Contractor agrees to provide adequate insurance coverage on a comprehensive basis and to hold such insurance at all times during the existence of this Agreement. The Contractor accepts full responsibility for identifying and determining the type(s) and extent of insurance necessary to provide reasonable financial protection for the Contractor and the County under this Agreement. Upon the execution of this Agreement, the Contractor shall furnish the County's Contract Manager written verification of such insurance coverage. The County reserves the right to require additional insurance where appropriate. Contractor's insurance shall be primary as to any other existing, valid, and collectible insurance that is maintained or carried by County.

J. Independent Contractor Status

The Contractor shall be considered an independent contractor in the performance of its duties and responsibilities under this Agreement. The County shall neither have nor exercise any control or direction over the methods by which the Contractor shall perform its work and functions other than as provided herein. Nothing in this Agreement is intended to, nor shall be deemed to constitute, a partnership or a joint venture between the parties.

K. Disputes

The parties to this Agreement will 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 fourteen (14) 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 under the Commercial Mediation Rules of the American Arbitration Association ("AAA"). A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Agreement, will conduct the mediation under the then current rules of the AAA. Any mediation under this Agreement shall be conducted in Williamson County, Texas. All costs involved in the mediation shall be borne equally between the parties, except that each party shall bear its own attorneys fees. Nothing herein is intended to prevent either party from seeking any other remedy available under this Agreement or at law, including seeking redress in a court of competent jurisdiction. This provision shall survive the termination of this Agreement.

L. Copyrights, Right to Data, Patents and Royalties

The County shall have unlimited rights to use, disclose or duplicate, for any purpose whatsoever, all non-confidential/non-proprietary information and data developed, derived, documented, or furnished by the Contractor under this Agreement. All documentation produced as part of the Agreement shall become the exclusive property of the County, and may not be copied or removed by any employee of the Contractor without express written permission of the County.

M. Subcontracts

The Contractor is fully responsible for all work performed under this Agreement. The Contractor may, upon receiving written consent from the County's Contract Manager, enter into written subcontract(s) for performance of certain of its functions under this Agreement. No subcontract, which the Contractor enters into with respect to performance of any of its functions under this Agreement, shall in any way relieve the Contractor of any responsibility for the performance of its duties. All payments to subcontractors shall be made by the Contractor. If a subcontractor is utilized by the Contractor, the Contractor shall pay the subcontractor within seven (7) working days after receipt of full or partial payments from the County. It is understood and agreed that the County shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Contractor shall be solely liable to the subcontractor for all expenses and liabilities under this Agreement. Failure by the Contractor to pay the subcontractor within seven (7) working days result in the County's termination of this Agreement.

N. Assignment

Except to an affiliated entity, neither party shall assign its responsibilities or interests under this Agreement to another party without prior written approval of the other party.

O. 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.

P. Severability

The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof and this Agreement shall be construed in all respects as if such invalid or unenforceable provision was omitted, so long as the material purposes of this Agreement can still be determined and effectuated.

Q. Verbal Instructions

No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any County employee. Only those communications that are in writing from the County's staff identified in Section IV., Contract Management, of this Agreement shall be considered a duly authorized expression on behalf of the County. Only communications from the Contractor's representative identified in Section IV., B., which are in writing and signed, will be recognized by the County as duly authorized expressions on behalf of the Contractor.

R. Conflict of Interest

The Contractor shall not compensate in any manner, directly or indirectly, any officer, agent or employee of the County for any act or service that he/she may do, or perform for, or on behalf of, any officer, agent, or employee of the Contractor. No officer, agent, or employee of the County shall have any interest, directly or indirectly, in any contract or purchase made, or authorized to be made, by anyone for, or on behalf of, the County.

The Contractor shall have no interest and shall not acquire any interest that shall conflict in any manner or degree with the performance of the services required under this Agreement.

S. Governing Law and Venue

Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with

this Agreement shall lie exclusively in either Texas or in the Austin Division of the Western Federal District of Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

T. No Third Party Beneficiaries

Except as otherwise expressly provided herein, neither this Agreement, nor any amendment, addendum or exhibit attached hereto, nor term, provision or clause contained therein, shall be construed as being for the benefit of, or providing a benefit to, any party not a signatory hereto.

U. Waiver

The failure or delay of any party to enforce at any time or any period of time any of the provisions of this Agreement shall not constitute a present or future waiver of such provisions nor the right of either party to enforce each and every provision. Furthermore, no term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of or excuse for any other, different or subsequent breach.

V. 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.

W. Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors, executors, administrators, and assigns.

X. Incorporation of Exhibits and Attachments

All of the Attachments referred to in this Agreement are incorporated by reference as if set forth verbatim herein.

Y. Construction

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

AA. Execution in Counterparts

This Agreement may be executed in counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which together shall constitute one and the same document.

BB. Entire Agreement

This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their undersigned officials as duly authorized to be effective as the last party's execution hereof.

CONTRACTOR:

SIGNED BY: 

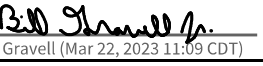
PRINTED NAME: Shawn Grider

TITLE: President of Operations Texas

DATE: March 9 ____, 2023

FEID #: _____

WILLIAMSON COUNTY, TEXAS

SIGNED BY: 
Bill Gravell (Mar 22, 2023 11:09 CDT)

PRINTED NAME: Bill Gravell

Representative Capacity:
As Presiding Officer of the Williamson County Commissioners Court

DATE: Mar 22, 2023 ____, 20____

ATTACHMENT 1
SITES

Sheriff Administration, 508 South Rock Street, Georgetown. Vending Type: 1 beverage and 1 snack machine

Williamson County Jail, 508 South Rock Street, Georgetown. Vending Type: 1 beverage and 1 snack machine

Justice Center, 405 MLK, Georgetown. Vending Type: 2 beverage and 1 snack machine; Micro Market: 1 beverage, 1 fresh, and 1 snack

Road & Bridge, 3151 SE Inner Loop, Georgetown. Vending Type: 1 beverage and 1 snack machine

Inner Loop Annex, 301 SE Inner Loop, Georgetown. Vending Type: 1 beverage and 1 snack machine

Juvenile Justice Center, 200 Wilco Way, Georgetown. Vending Type: 1 beverage and 1 snack machine

Round Rock Jester, 1801 E Old Settlers Road, Round Rock, Vending Type: 1 beverage and 1 snack machine

Emergency Services Operations Center, 911 Tracy Chambers Lane, Georgetown. Vending Type: 1 beverage and 1 snack machine

Sheriff Office Training Center, 8160 Chandler Road, Hutto. Vending Type: 1 beverage and 1 snack machine; Micro Market: 1 beverage, 1 fresh, and 1 snack

EMS Training, 3189 SE Inner Loop, Georgetown. Vending Type: 1 beverage and 1 snack machine

Georgetown Annex, 100 Wilco Way, Georgetown. Vending Type: 1 beverage and 1 snack machine

ATTACHMENT 2
MASTER VENDING LIST

VENDING PRODUCT LIST FOR WILLIAMSON COUNTY

SNACK PLANOGRAM PRICING OPTION #1

	1	2	3	4	5	Healthy
	Cheetos Crunchy 2oz SKU 2636	Doritos Nacho Cheese 1.75oz SKU 2707	Ruffles CSC 1.5oz SKU 3073	Funyuns 1.25oz SKU 5430	Smtfd Wht Chdr Popcorn 1oz SKU 3098	Dot's 74789
Price	$1.35	$1.35	$1.35	$1.35	$1.35	$1.35
Cap/Fill	9	9	9	9	9	9
Column ID						
	Cheetos Flamin' Hot SKU 7282	Lay's Regular 1.5oz SKU 2881	Fritos Chili Cheese 2.0oz SKU 2733	Ruffles Queso SKU 134476	Smtfd White Cheddar Popcorn 1.0oz SKU3098	Sunchip Garden Salsa 1.5oz SKU 3121
Price	$1.35	$1.35	$1.35	$1.35	$1.35	$1.35
Cap/Fill	9	9	9	9	9	9
Column ID						
	Sabritas Turbo's 10090	Lay's Kettle Jalapeno 1.375oz SKU 7292	Chester's Flamin' Hot Fries 1.75oz SKU 10230	Gardettos 1.75oz SKU 2751	Veggie Wheat Thins 1.75oz SKU 2987	Baked Cheetos Fl Hot 1.5oz SKU 7614
Price	$1.35	$1.35	$1.35	$1.50 #	$1.35	$1.35
Cap/Fill	9	9	9	9	9	9
Col ID						
	Grandmas Vanilla Crème3.71oz SKU 5528	Famous Amos ChocChip 3.0oz SKU 2722	Cheez-Its 2oz SKU 2639	Oreo Mini Bites 3.02oz SKU 3018	Zoo Animal Crackers 2.0oz SKU 5557	Kellogg's Fruit Snacks SKU 509
Price	$1.50	$1.50	$1.50	$1.50	$1.50	$1.50
Cap/Fill	9	9	9	9	9	15
Col ID						
	Reese PB Cups / Kit Kat Bar	Crunch Bar 1.55oz SKU 1076 / Snickers 1.86oz SKU 68310	Twix 1.79oz SKU 68311 / M&M Peanut 1.74oz SKU 68306	Sour Patch Kids 2.0oz SKU 5272 / 3 Musketeers 1.92oz SKU 19530	Skittles Original 2.17oz SKU 68323 / Planter Peanuts 2.0oz SKU 3038	Muchies Chz Pnut But SKU 10363 / Tillamook Beef Stack SKU87141
Price	$2.00 2 $2.00	$2.00 $2.00	$2.00 $2.00	$2.00 $2.00	$2.00 $1.00	$1.00 $2.00
Cap/Fill	15 15	15 15	15 15	15 15	15 15	15 15
Col ID						
	Little Debbie Oatmeal Pie SKU 16879	Pringles SCO SKU 20572	Cloverhill Big Tex Cinnamon Roll 4.0oz SKU2683	Fieldstone Bun 4oz SKU 78035	Rice Krispy Treats 2.13oz SKU 10335	JL Teriy Beef Nuggets 1 oz SKU 9485
Price	$1.50	$1.50	$1.50	$1.50	$1.50	$2.00
Cap/Fill	12	6	12	12	12	15
Col ID						
Non Crane Mach						
	Lifesavers PepOMint SKU 6821	Wrigley Juicy Fruit 6 ct SKU 5551	Wrigley Doublemint 6 ct SKU 3183	Wrigley Big Red 6 ct SKU 1126	Extra Spearmint 14ct SKU 1086	Extra Peppermint 14 Ct SKU 1083
Price	$1.25	$1.25	$1.25	$1.25	$1.25	$1.25
Cap/Fill						
Col ID						

SAMPLE PLANOGRAMS

Beverages- Generic 9 wide

Account: Williamson County Option #1

Machine ID | ***Sample***

	Monster # 34	Monster # 34	Red Bull # 5504	Red Bull # 5504	Bang Mango #66189	Bang Mango #66189	Trpican	Tropica na Juice	Pure Leaf Sweet #17627
	Energy	Energy	Energy	Energy	Energy	Energy	Energy	Energy	Tea
Price	$ 3.50	$ 3.50	$ 3.50	$ 3.50	$ 3.50	$ 3.50	$ 2.25	$ 2.25	$ 2.25
Capacity	8	8	8	8	8	8	8	8	8
Column ID	101	102	103	104	105	106	107	108	109
	Smartw ater #501	Powera de FP #92	Powera de FP #92	Dritos Apple #660	Dritos Mandar in #66	Dbl Shot Van	Dbl Shot Van #6	Dbl Shot Moch #6	Dbl Shot Moch #6
	Water	Hydra	Hydra	Bcarb	Bcarb	Coffee	Coffee	Coffee	Coffee
Min Price	$ 2.25	$ 2.25	$ 2.25	$ 2.25	$ 2.25	$ 3.50	$ 3.50	$ 3.50	$ 3.50
Capacity	8	8	8	8	8	8	8	8	8
Column ID	201	202	203	204	205	206	207	208	209
	Coke # 5193	Coke # 5193	Coke # 5193	Coke # 5193	Coke # 5193	Diet Coke # 5204	Diet Coke # 5204	Coke Zero # 5196	Coke Zero # 5196
	Bcarb	Bcarb	Bcarb	Bcarb	Bcarb	DBCarb	DBCarb	DBCarb	DBCarb
Min Price	$ 2.25	$ 2.25	$ 2.25	$ 2.25	$ 2.25	$ 2.25	$ 2.25	$ 2.25	$ 2.25
Capacity	8	8	8	8	8	8	8	8	8
Column ID	301	302	303	304	305	306	307	308	309
	Dr Pepper #51	Dr Pepper #51	Dr Pepper #51	Sprite # 5246	Sprite # 5246	Dasani #4970	Aquafin a #4930	Right Water #73201	Big Red # 8175
	Bcarb	Bcarb	Bcarb	Bcarb	Bcarb	Water	Water	Water	Bcarb
Min Price	$ 2.25	$ 2.25	$ 2.25	$ 2.25	$ 2.25	$ 2.00	$ 2.00	$ 2.00	$ 2.25
Capacity	8	8	8	8	8	8	8	8	8
Column ID	401	402	403	404	405	406	407	408	409
	Bubly Sberry #816	Pepsi # 5239	Dt Pepsi # 520	Mtn Dew # 523	Mtn Dew # 5234	Dt Mtn Dew # 5207	Gtrade Cool Blue # 4999	Gtrade Zero # 73811	Big Red # 8175
	Bcarb	Bcarb	DBCarb	Bcarb	Bcarb	DBCarb	Hydra	Hydra	Bcarb
Min Price	$ 2.25	$ 2.25	$ 2.25	$ 2.25	$ 2.25	$ 2.25	$ 2.25	$ 2.25	$ 2.25
Capacity	8	8	8	8	8	8	8	8	8
Column ID	501	502	503	504	505	506	507	508	509

4

Agenda Item #65, CC 3.21.23 Award 23RFP9 Vending Machine Svcs to Compass Group USA.Canteen (Gretchen)

Final Audit Report 2023-03-22

Created:	2023-03-20
By:	Kim Chappius (kim.chappius@wilco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAZ5gp0OfUD_h2HPRSGYcLsMe-8KKu2XtY

"Agenda Item #65, CC 3.21.23 Award 23RFP9 Vending Machine Svcs to Compass Group USA.Canteen (Gretchen)" History

Document created by Kim Chappius (kim.chappius@wilco.org)
2023-03-20 - 7:57:41 PM GMT- IP address: 66.76.4.65

Document emailed to Rebecca Pruitt (becky.pruitt@wilco.org) for signature
2023-03-20 - 8:00:19 PM GMT

Email viewed by Rebecca Pruitt (becky.pruitt@wilco.org)
2023-03-21 - 5:18:13 PM GMT- IP address: 66.76.4.65

Document signing delegated to Bill Gravell (bgravell@wilco.org) by Rebecca Pruitt (becky.pruitt@wilco.org)
2023-03-21 - 5:18:31 PM GMT- IP address: 66.76.4.65

Document emailed to Bill Gravell (bgravell@wilco.org) for signature
2023-03-21 - 5:18:31 PM GMT

Email viewed by Bill Gravell (bgravell@wilco.org)
2023-03-22 - 4:09:22 PM GMT- IP address: 66.76.4.65

Document e-signed by Bill Gravell (bgravell@wilco.org)
Signature Date: 2023-03-22 - 4:09:33 PM GMT - Time Source: server- IP address: 66.76.4.65

Agreement completed.
2023-03-22 - 4:09:33 PM GMT

Names and email addresses are entered into the Acrobat Sign service by Acrobat Sign users and are unverified unless otherwise noted.

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:
2025-1327172

Date Filed:
06/20/2025

Date Acknowledged:
06/20/2025

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

Compass Group dba Canteen
Aystub, 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.

23RFP9
Vending 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)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
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23RFP9
Vending 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

[redacted]

Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **56.**

Meeting Date: 07/01/2025

Roadway Conveyance & Construction Agreement and Roadway Settlement Agreement with Savannah Prominent Scofield Development LLC – Pct 4

Submitted For: Adam Boatright **Submitted By:** Adam Boatright, Infrastructure

Department: Infrastructure

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Roadway Conveyance & Construction Agreement and a Roadway Settlement Agreement with Savannah Prominent Scofield Development, LLC.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Roadway Settlement Agreement

Roadway Conveyance & Construction Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	06/26/2025 03:17 PM
Form Started By: Adam Boatright		Started On: 06/26/2025 11:33 AM
Final Approval Date: 06/26/2025		

Docusign Envelope ID: 12870C90-4EE0-4705-8B0C-31F07624DD4D

ROADWAY SETTLEMENT AGREEMENT

This Roadway Settlement Agreement (this "Agreement") is entered into between WILLIAMSON COUNTY, TEXAS (the "County") and SAVANNAH PROMINENT SCOFIELD DEVELOPMENT, LLC, a Texas limited liability company (the "Developer"). In this Agreement, the County and the Developer are sometimes individually referred to as a "Party" and collectively referred to as the "Parties." Each of the Parties confirms that it has the authority to enter into this Agreement and the ability to perform its obligations under this Agreement without the further approval or consent of any other person or entity.

RECITALS

WHEREAS, the Developer is in the process of developing a residential subdivision to be known as Scofield Farms in the area of the County depicted on the attached Exhibit A (the "Master Plan"); and

WHEREAS, both the general public and the Developer will benefit if the County and the Developer cooperate in order to expedite the construction of arterial roadways from CR 150 to and through the Development's boundary, as shown on the Master Plan; and

WHEREAS, in recognition of the impact that the Development will have on traffic demands in the County, the Developer has agreed to provide 120 feet of right-of-way within Phase II and 150 feet or right-of-way within Phase III for the East-West Arterial as shown on Exhibit B and 60 feet of right-of-way for the North-South Arterial on the western border of the Development. Additionally, the Developer will design and construct or cause to be constructed two lanes, being half of the North-South Arterial, and two lanes, being half of the East-West Arterial as shown in the shaded hatch in Exhibit B (the "Developer Portion"), as provided in this Agreement; and

WHEREAS, the County has agreed that the Developer will not be responsible for the design or construction of the other two lanes of the North-South Arterial and the other two lanes of the East-West Arterial shown in cross hatch marks on Exhibit B (the "Remainder Project"); and

WHEREAS, the County was previously deeded portions of the Master Plan property by Document No. 2024063386, Official Records of Williamson County, Texas for Arterial road right of way, a portion of which the Parties now desire to be returned to Developer in the locations as shown on Exhibit C (the Excess R.O.W.); and

WHEREAS, Section 232.105 of the Texas Local Government Code authorizes a commissioners' court to contract with a developer of land in the unincorporated area of the county to construct public improvements, and this Agreement is being entered into pursuant to and in compliance with that authority;

SECTION 1. COMPENSATION AND CONSIDERATION

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, in consideration for, including but not limited to, any Developer project adjustments and redesign, phasing separation, increased

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construction and utility connection costs, design modifications or delays, and completion of the exchange and conveyance of the Road Projects right-of-way and return of the Excess R.O.W. properties as set out herein for adjustments to the alignment of certain Arterial roadways through the Master Plan property, within thirty (30) days following the full execution and recording of the Exchange Deed and Developer providing any additional information reasonably requested to facilitate County Auditor funding process, County will pay Developer a total amount of EIGHT HUNDRED AND NINETY ONE THOUSAND, EIGHT HUNDRED AND SIXTY-FOUR AND 75/100 DOLLARS ($891,864.75).

SECTION 2. PRIOR ROADWAY CONSTRUCTION AND CONVEYANCE AGREEMENT COMPENSATION AND RATIFICATION

In addition, provided the County has not paid the consideration of **One Hundred Twelve Thousand Two Hundred Twenty-One Dollars ($112,221.00)** for the conveyance right-of-way pursuant to the Roadway Conveyance and Construction Agreement with the effective date of June 4, 2019, a copy of which is shown as Exhibit D (the "Original Agreement"), within thirty (30) days following the delivery of satisfactory evidence by Developer that it has been assigned or otherwise legally possesses the rights of the "Developer" entity which executed the Original Agreement, and Developer providing any additional information reasonably requested to facilitate County Auditor funding process, County will tender payment to the Developer.

By execution of this Agreement, the Parties additionally specifically ratify and otherwise accept and agree to be bound by the terms, conditions and obligations of the Original Agreement that are not in conflict with this Agreement, for which this Agreement will control.

SECTION 3. CONVEYANCE AND EXCHANGE OF RIGHT-OF-WAY

(a) Within 30 days of this Agreement's execution the Developer will cause the completion of field note surveys for the Road Project and Excess R.O.W. parcel areas, and following review and approval of such surveys by County the Developer and County agree to execute an Exchange Deed to convey all right-of-way for the Road Projects, free and clear of all liens, to County, and to convey all right-of-way for the Excess R.O.W., free and clear of any liens, to Developer. The form of the Exchange Deed shall be as shown in Exhibit E, and the County shall cause the Exchange Deed to be recorded in the Official Records of Williamson County, Texas upon full execution.

SECTION 4. MISCELLANEOUS

(a) Notices under this Agreement shall be in writing and delivered personally or by certified mail to the Designated Representatives.

(b) Gender and number references are interchangeable as context dictates.

(c) This Agreement, and any terms or portions of the Original Agreement which do not conflict with this Agreement, for which this Agreement will control, constitute the entire agreement

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between the parties regarding the subject matter contained herein. Any modification must be in writing and executed by the Parties.

(d) No County official may modify this Agreement without commissioners' court approval.

(e) The Parties agree to execute all further documents necessary to carry out this Agreement, including specifically a Memorandum of Agreement in recordable form at the request of either Party.

(f) Performance delays due to uncontrollable events will extend timelines reasonably.

(g) Injunctive relief and specific performance are available remedies for breach.

(h) Texas law governs this Agreement. Venue lies in Williamson County.

(i) Any invalid provision does not affect the remainder of the Agreement.

(j) This Agreement binds and benefits the Parties and their successors and assigns. Assignment requires prior written consent.

(k) No third-party beneficiaries are intended.

(l) Exhibits:

- Exhibit A: The Development and Road Projects
- Exhibit B: Typical Arterial Sections
- Exhibit C: Excess R.O.W. Location
- Exhibit D: Copy of Original Agreement
- Exhibit E: Exchange Deed Form

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective on the date of the last signature.

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WILLIAMSON COUNTY, TEXAS

By: _____

Steven Snell, County Judge

Date: _____

SAVANNAH PROMINENT SCOFIELD DEVELOPMENT, LLC

By: DocuSigned by: Dalton Little 8833A0DA042E444... _____

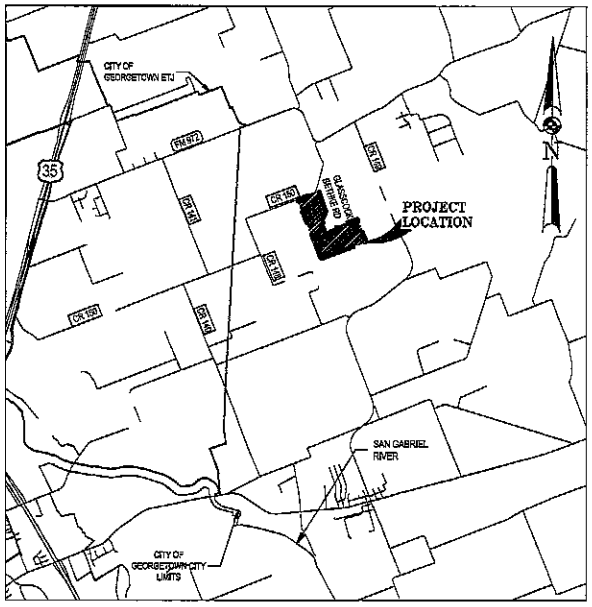
Its: Director

Date: 6/26/2025

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EXHIBIT A

Docusign Envelope ID: 12870C90-4EE0-4705-8B0C-31F07624DD4D



LOCATION MAP

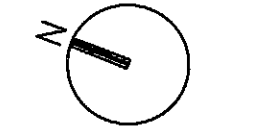
LEGEND

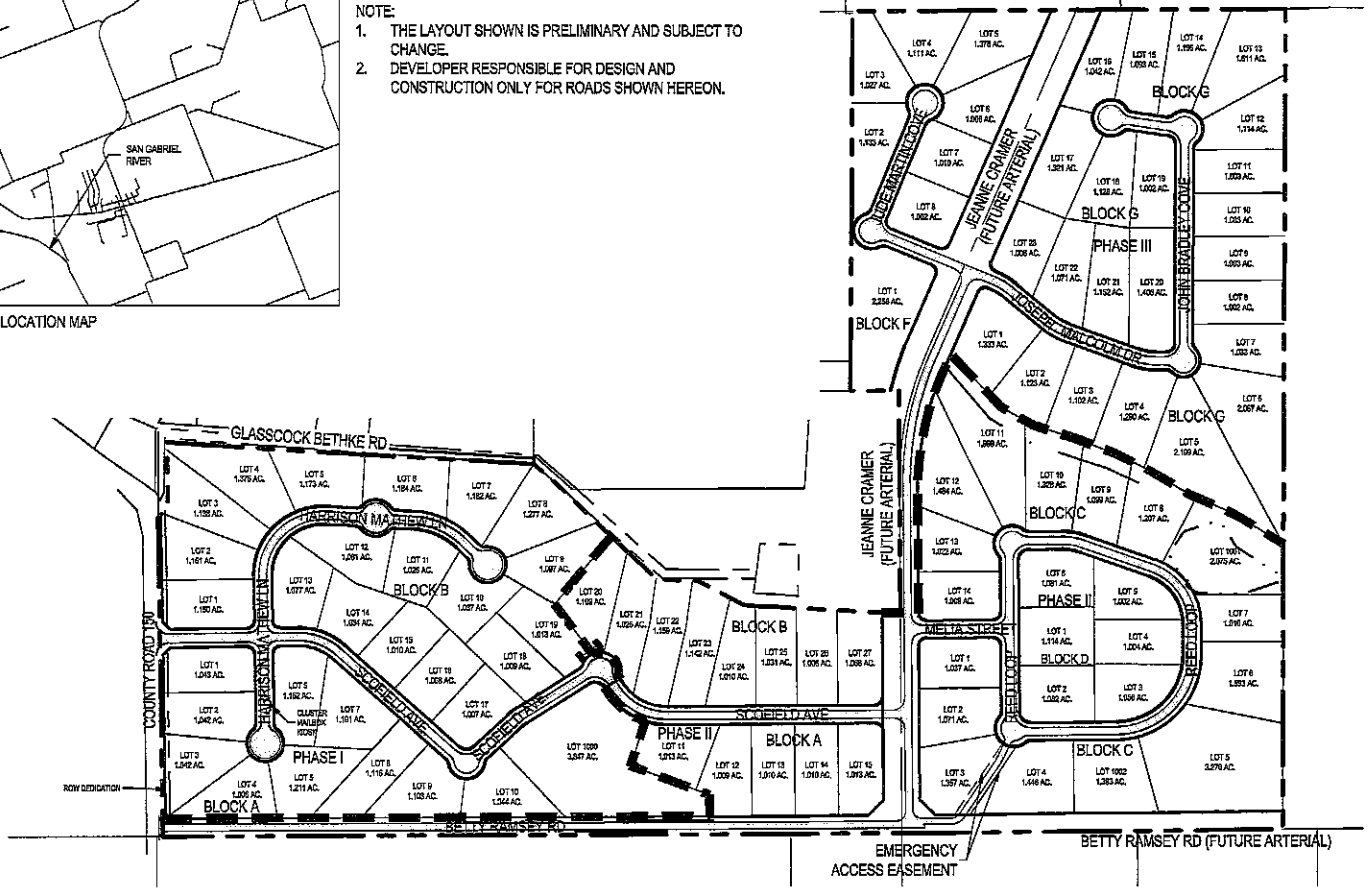
PROPERTY BOUNDARY

PHASE BOUNDARY

LAND USE TABLE							
PHASE	ACREAGE	RESIDENTIAL LOTS	HOA LOTS	TOTAL LOTS	LF OF EMERGENCY ACCESS (FT)	LF OF LOCAL ROAD (FT)	LF OF COLLECTOR (FT)
I	42.40	29	1	30	0	2,922	341
II	54.13	33	2	35	424	3,579	3,212
III	48.09	31	0	31	0	2,612	1,698
TOTAL	144.33	93	3	96	424	9,113	5,251

NOTE:
1. THE LAYOUT SHOWN IS PRELIMINARY AND SUBJECT TO CHANGE.
2. DEVELOPER RESPONSIBLE FOR DESIGN AND CONSTRUCTION ONLY FOR ROADS SHOWN HEREON.





Rev. This document is released for REVIEW PURPOSES ONLY, NOT FOR CONSTRUCTION and was prepared under the authorization of Garrett D. Kidler, Registered Professional Engineer, State of Texas, Registration No. 111511. Date: June 17, 2025

MATKIN HOOVER ENGINEERING & SURVEYING
1701 WILLIAMS DRIVE
GEORGETOWN, TEXAS 78628
OFFICE: 512.931.6600 FAX: 512.931.6699
TBPE FIRM REGISTRATION #10105500 TBPLS FIRM REGISTRATION #10046312
CIVIL ENGINEERING SURVEYING LAND PLANNING CONSTRUCTION MANAGERS CONSULTANTS

THE DEVELOPMENT AND ROAD PROJECTS
FOR
SCOFIELD FARMS
WILLIAMSON COUNTY, TEXAS

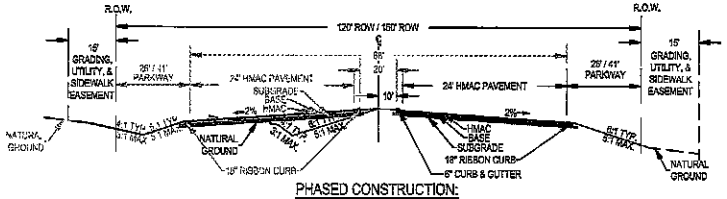
EXHIBIT 'A'

JOB NO.	3015.00
DATE	MAY 2025
DESIGNED	JDA
CHECKED	GDK

Docusign Envelope ID: 12870C90-4EE0-4705-8B0C-31F07624DD4D

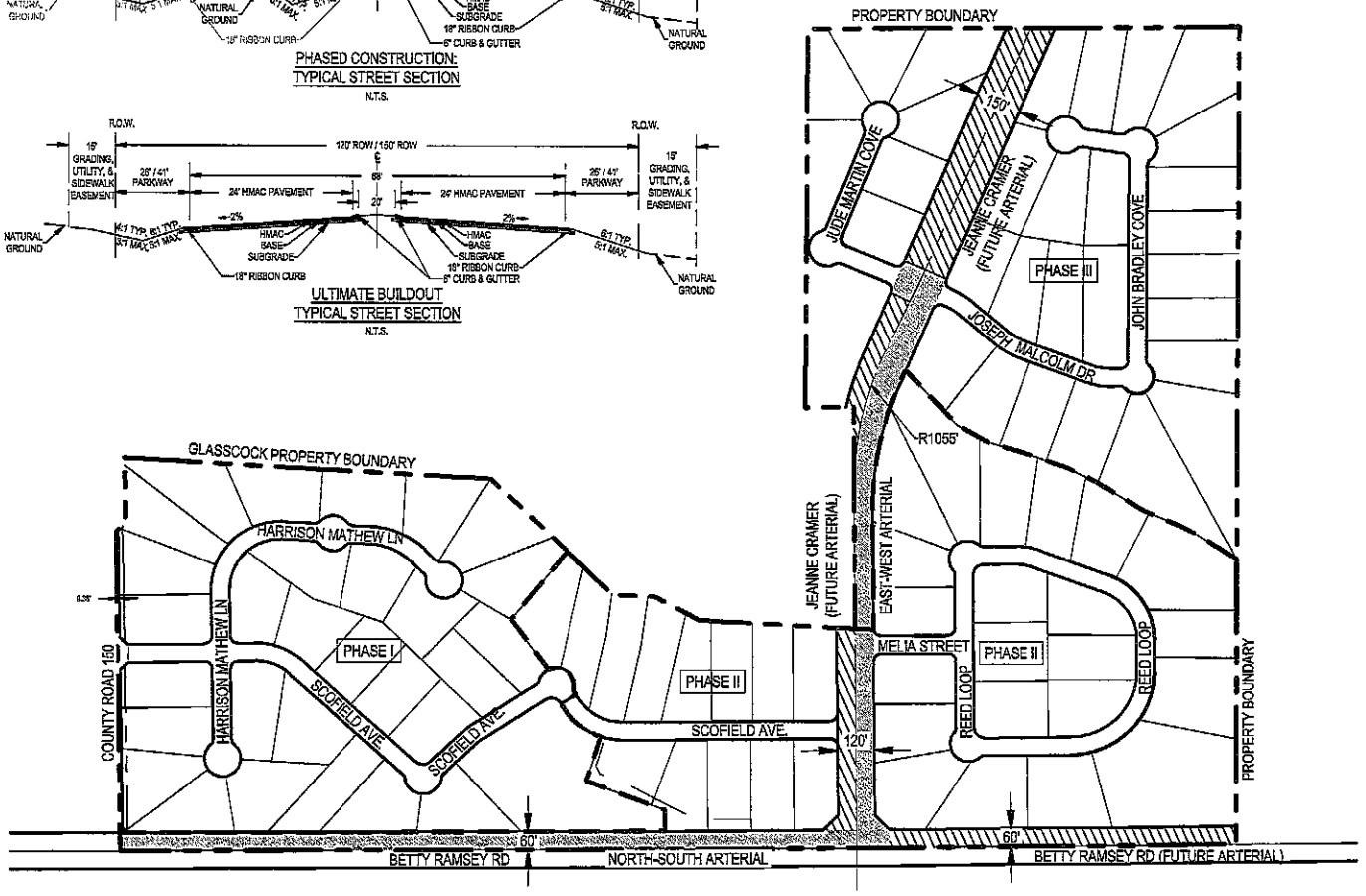
EXHIBIT B

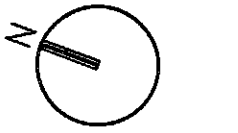
Docusign Envelope ID: 12870C90-4EE0-4705-8B0C-31F07624DD4D



PHASED CONSTRUCTION:
TYPICAL STREET SECTION
N.T.S.

ULTIMATE BUILDOUT
TYPICAL STREET SECTION
N.T.S.





LEGEND

"THE REMAINDER PORTION" (6.24 ACRES)

"THE DEVELOPER PORTION" (6.68 ACRES)

RESIDENTIAL LAND PLAN SHOWN IS PRELIMINARY AND SUBJECT TO CHANGE.

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MATKIN HOOVER ENGINEERING & SURVEYING
700 WILLIAMS DRIVE
GEORGETOWN, TEXAS 78628
OFFICE: 512.819.9478 FAX: 512.819.9479
TEXAS ENGINEERING FIRM F-14781 TEXAS SURVEYING FIRM LS-10194375
CIVIL ENGINEERING • ENVIRONMENTAL • LAND PLANNING • CONSTRUCTION MANAGERS • CONSULTANTS

TYPICAL ARTERIAL SECTIONS
FOR
SCOFIELD FARMS
WILLIAMSON COUNTY, TEXAS

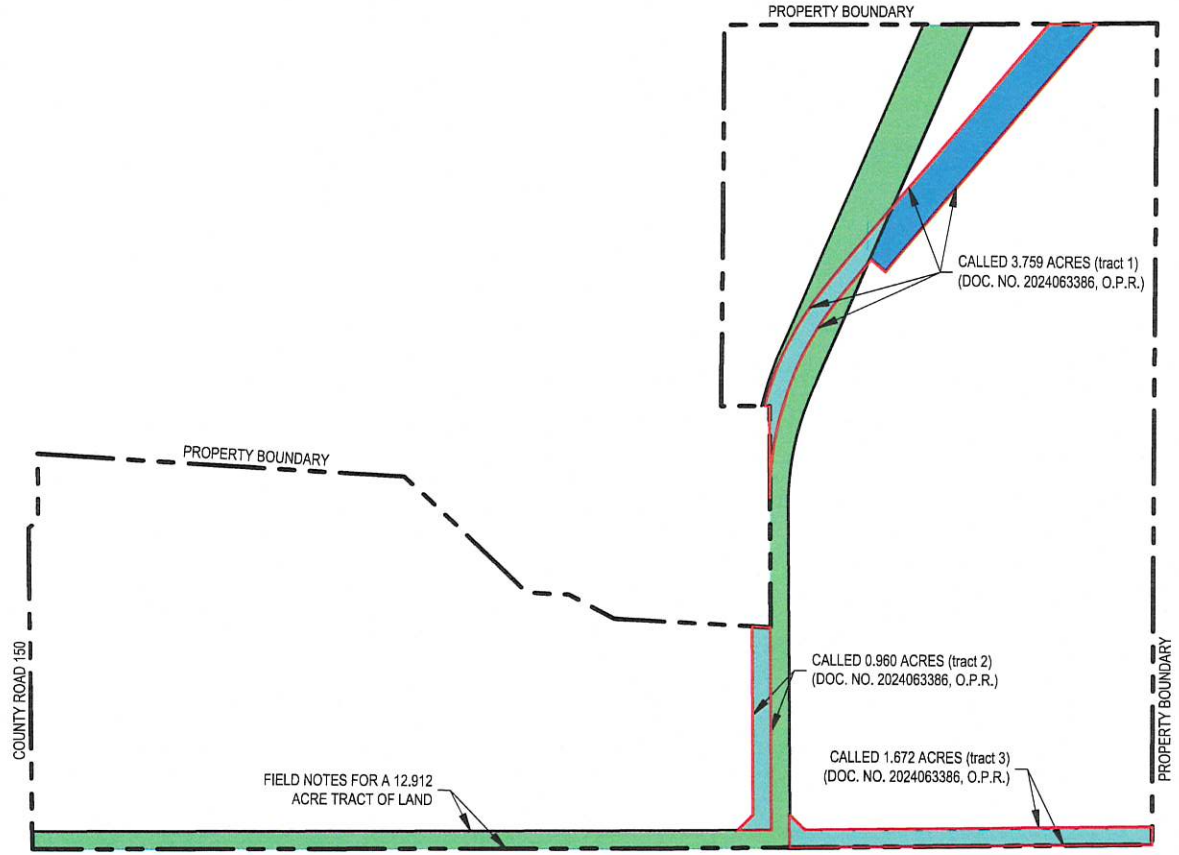
EXHIBIT 'B'

JOB NO.	3015.00
DATE	MAY 2025
DESIGNED	JDA
CHECKED	GDK

Docusign Envelope ID: 12870C90-4EE0-4705-8B0C-31F07624DD4D

EXHIBIT C

Docusign Envelope ID: 12870C90-4EE0-4705-8B0C-31F07624DD4D



N

SCALE: 1"=400'

0 200' 400' 600' 800'

LEGEND

- RIGHT-OF-WAY PREVIOUSLY CONVEYED TO COUNTY IN DOCUMENT NO. 2024063386
- ARTERIAL RIGHT-OF-WAY DEVELOPER CONVEY TO COUNTY
- EXISTING ARTERIAL RIGHT-OF-WAY TO REMAIN
- EXCESS RIGHT-OF-WAY COUNTY CONVEY TO THE DEVELOPER

Rev. This document is released for REVIEW PURPOSES ONLY, NOT FOR CONSTRUCTION and was prepared under the authorization of Garrett D. Keller, Registered Professional Engineer, State of Texas, Registration No. 111511, Date: June 24, 2025

MATKIN HOOVER ENGINEERING & SURVEYING
CIVIL ENGINEERS SURVEYORS LAND PLANNERS CONSTRUCTION MANAGERS CONSULTANTS
1101 WILLIAMS DRIVE
GEORGETOWN, TEXAS 78628
OFFICE 512.930.9900 FAX 512.930.9909
TEXAS REGISTERED ENGINEERING FIRM F-9904-12

EXCESS R.O.W. LOCATION
FOR
SCOFIELD FARMS
WILLIAMSON COUNTY, TEXAS

EXHIBIT 'C'

JOB NO.	3015.00
DATE	MAY 2025
DESIGNED	JDA
CHECKED	GDK

G:\PROJECTS\3015 - Scofield Farms\01 - Phase 2 & Phase 3\Submittals\Roadway Conveyance & Construction Agreement\04\b - Exhibit C - Excess R.O.W. Location.dwg
Date: Jun 24, 2025, 8:37am User ID: cadler

Docusign Envelope ID: 12870C90-4EE0-4705-8B0C-31F07624DD4D

EXHIBIT D

Docusign Envelope ID: 12870C90-4EE0-4705-8B0C-31F07624DD4D

ROADWAY CONVEYANCE AND CONSTRUCTION AGREEMENT

This Roadway Conveyance and Construction Agreement (this "*Agreement*") is entered into between **WILLIAMSON COUNTY, TEXAS** (the "*County*"); and **STONE BROTHERS, LLC,** a Texas limited liability company, (the "*Developer*"). In this Agreement, the County and the Developer are sometimes individually referred to as a "*Party*" and collectively referred to as the "*Parties*." Each of the Parties confirms that it has the authority to enter into this Agreement and the ability to perform its obligations under this Agreement without the further approval or consent of any other person or entity.

Recitals

WHEREAS, the Developer is in the process of developing a residential subdivision to be known as Scofield Farms in the area of the County depicted on the attached **Exhibit A** (the "*Development*"); and

WHEREAS, both the general public and the Developer will benefit if the County and the Developer cooperate in order to expedite the construction of arterial roadways from CR 150 to and through the Development's boundary, as shown on the attached **Exhibit A** (the "*Road Projects*"); and

WHEREAS, in recognition of the impact that the Development will have on traffic demands in the County, the Developer has agreed to provide 120 feet of right-of-way for the East-West Arterial as shown on Exhibit A within the boundaries of the Development and 60 feet of right-of-way for the North-South Arterial on the western border of the Development. Additionally, Developer will design and construct or cause to be constructed two lanes of the North-South Arterial as shown in green in Exhibit "A" and two lanes of the East-West Arterial as shown in green in Exhibit "A", as provided in this Agreement; and

WHEREAS, the County has agreed that the Developer will not be responsible for the design or construction of the other two lanes of the North-South Arterial shown in red hatch marks on Exhibit "A" and the other two lanes of the East-West Arterial shown in red hatch marks on Exhibit "A" (the "*Remainder Project*"); and

WHEREAS, Section 232.105 of the Texas Local Government Code authorizes a commissioners' court to contract with a developer of land in the unincorporated area of the county to construct public improvements, and this Agreement is being entered into pursuant to and in compliance with that authority;

In consideration of the mutual promises, covenants, obligations and benefits set forth in this Agreement, the Parties agree as follows:

Section 1. Road Standards. The Road Projects shall be designed and constructed as two-lane arterial roadways located within 120 feet of right-of-way, if possible, within the Development, at the locations shown on Exhibit "A".

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(a) The Road Projects will be designed and constructed in conformance with County roadway standards and specifications and the Typical Roadway Section as shown on Exhibit "B", attached herein.

(b) Erosion/sedimentation controls, revegetation, and stormwater management during construction as required by the Texas Commission on Environmental Quality ("*TCEQ*"); however, no water quality or detention improvements will be required.

(c) The Parties agree that other subdivision roads in the Development will be designed and constructed pursuant to County standards and specifications.

(d) The County agrees that the Developer will not be responsible for the design or construction of the Remainder Project.

(e) The design of the Road Projects will be subject to approval by the he County. The County agrees to review the plans and specifications for the Road Projects and to provide the Project Engineer with written comments specifically identifying any required revisions within 14 days of submission of the plans and specifications to the County.

(f) The County and the Developer each designate the individual specified below (each, a "*Designated Representative*") to represent it and to act on its behalf with respect to the subject matter of this Agreement. .

County: County Engineer

Address: 3151 SE Inner Loop, Suite B
Georgetown, Texas 78626

Developer: Project Manager

Address: _____
_____

The Project Engineer will report regularly to, and cooperate and coordinate with, the other Parties' Designated Representatives. The Designated Representatives will be required to cooperate and coordinate with one another, including meeting with and reporting information to one another regarding the Project, either at regular intervals or at other times determined by the County, and reviewing and commenting in a timely manner on work product associated with the Project.

Section 2. License Agreement. The County agrees to grant the Developer a

Docusign Envelope ID: 12870C90-4EE0-4705-8B0C-31F07624DD4D

license agreement that authorizes the installation and maintenance of landscaping, irrigation and signage improvements within the Road projects. Any such license agreement will be in a form approved by the County and will require that the licensee carry at least $500,000 in liability insurance that provides coverage for liability arising out of the usage of the right-of-way and names the County as an additional insured.

Section 3. Inspection. Inspections, including inspection fees, and certifications for the Road Projects will be conducted in accordance with standard County policies, procedures, and requirements as found in the County's Subdivision Regulations. The County will notify the Developer and Project Engineer in writing if any inspection reveals that any part of the Road Projects is not constructed or completed in accordance with the plans and specifications or this Agreement or is otherwise materially defective, and this notice will specifically detail any deficiencies.

Section 4. Completion of Developer's Project.

(a) The Project Engineer will prepare a written notice of substantial completion and forward the notice to the Developer, who will submit the notice to the County. The County will conduct a final inspection of the Road Projects within five business days after receiving written notice of substantial completion from the Developer, subject to any weather-related delays. If the Road Projects are completed in accordance with the terms of this Agreement and the requirements of the County Subdivision Regulations in all material respects, the County will certify the Road Projects as being in compliance and issue a notice of final acceptance to the Developer.

(b) Upon final acceptance of the Road Projects by the County, all warranties and as-builts for the Developer's Project and the plans and specifications will be transferred to the County prior to County acceptance and the Developer will execute any documents reasonably required to evidence such assignment. The Contractor will be responsible for any defects in workmanship or materials (ordinary wear and tear excepted) in the Developer's Project for two years following acceptance by the County. The Developer must provide the County with a two-year Contractor's warranty bond as a condition to final acceptance of the Developer's Project, which will be in a form approved by the County, such approval not to be unreasonably withheld or delayed.

Section 5. Conveyance of Right-of-way

(a) Within 60 days after the execution of this Agreement by the County, the Developer agrees to convey to the County by warranty deed, free and clear of all liens, all of the right-of-way for the Road Projects within the Development and as depicted on Exhibit "A".

(b) As consideration for the above conveyance, County will pay Developer ONE HUNDRED AND TWELVE THOUSAND, TWO HUNDRED AND TWENTY-ONE DOLLARS ($112,221.00). The County will be responsible for all closing costs, with the exception of survey costs, which will be paid by Developer.

Section 6. Miscellaneous.

(a) Any notice given hereunder by any Party to another must be in writing and may be effected by personal delivery or by certified mail, return receipt requested, when mailed to the appropriate Party's Designated Representative, at the addresses specified in Section 5, with copies as noted below:

County: Williamson County, Texas
3151 SE Inner Loop, Suite B
Georgetown, Texas 78626
Attention: County Engineer

Developer: _____
_____
_____

A Party may change its address for purposes of notice by giving at least five days' written notice of the new address to the other Parties. If any date or any period provided in this Agreement ends on a Saturday, Sunday or legal holiday, the applicable period will be extended to the next business day.

(b) As used in this Agreement, whenever the context so indicates, the masculine, feminine, or neuter gender and the singular or plural number will each be deemed to include the others.

(c) This Agreement contains the complete and entire agreement between the Parties respecting the Project, and supersedes all prior negotiations, agreements, representations, and understandings, if any, between the Parties regarding the Project This Agreement may not be modified, discharged, or changed except by a further written agreement, duly executed by the Parties. However, any consent, waiver, approval or other authorization will be effective if signed by the Party granting or making such consent, waiver, approval, or authorization.

(d) No official, representative, agent, or employee of the County has any authority to modify this Agreement, except pursuant to such express authority as may be granted by the commissioners' court of the County.

(e) The Parties agree to execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the purposes of this Agreement.

(f) If performance by any Party of any obligation under this Agreement is interrupted or delayed by reason of unforeseeable event beyond its control, whether

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such event is an act of God or the common enemy, or the result of war, riot, civil commotion, sovereign conduct other than acts of the County under this Agreement, or the act of conduct of any person or persons not a party or privy hereto, then such Party will be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

(g) The Parties acknowledge that, in the event of default on any obligation under this Agreement, remedies at law will be inadequate and that, in addition to any other remedy at law or in equity, each Party will be entitled to seek a writ of mandamus or specific performance of this Agreement.

(h) This Agreement will be construed under the laws of the State of Texas and all obligations of the Parties hereunder are performable in Williamson County, Texas. Any suits pursued relating to this Agreement will be filed in a court of Williamson County, Texas.

(i) Any clause, sentence, provision, paragraph, or article of this Agreement held by a court of competent jurisdiction to be invalid, illegal, or ineffective will not impair, invalidate, or nullify the remainder of this Agreement, but the effect thereof will be confined to the clause, sentence, provision, paragraph, or article so held to be invalid, illegal, or ineffective.

(j) This Agreement will be binding upon and inure to the benefit of the Parties hereto and their respective legal representatives, successors, and assigns. No Party may assign its rights or obligations under this Agreement without the written consent of the other Parties.

(k) Except as otherwise expressly provided herein, nothing in this Agreement, express or implied, is intended to confer any benefits, rights or remedies upon any person or entity other than the Parties.

(l) The following exhibits are attached to and incorporated into this Agreement for all purposes:

Exhibit "A"	-	The Development and Road Projects
Exhibit "B"	-	Typical Arterial Sections

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of equal dignity, on the date or dates indicated below, to be effective as of the date the last Party signs.

(Signatures on following page)

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WILLIAMSON COUNTY, TEXAS

By: Bill Gravell

Name: Bill Gravell Jr.

Title: Williamson County Judge

Date: 6/4/19

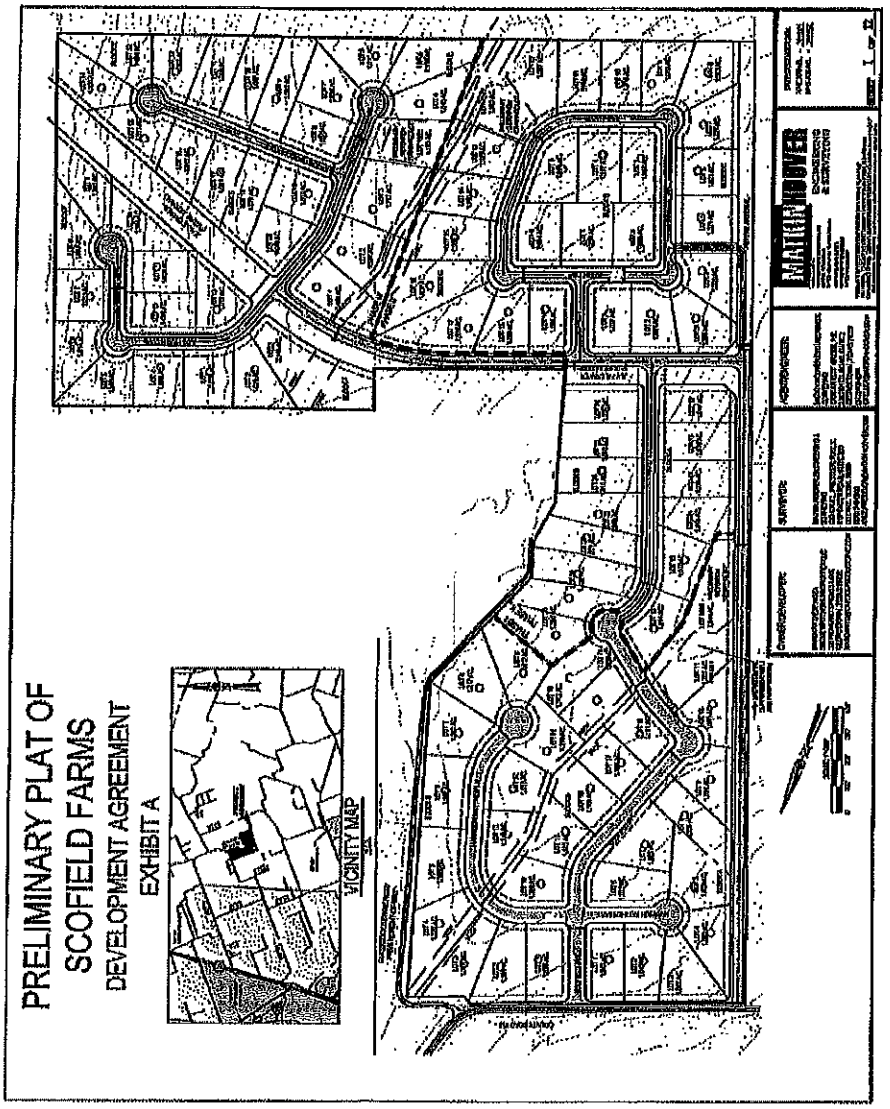
STONE BROTHERS, LLC.

By:

Its: Manager

Date: 5-17-19

Docusign Envelope ID: 12870C90-4EE0-4705-8B0C-31F07624DD4D

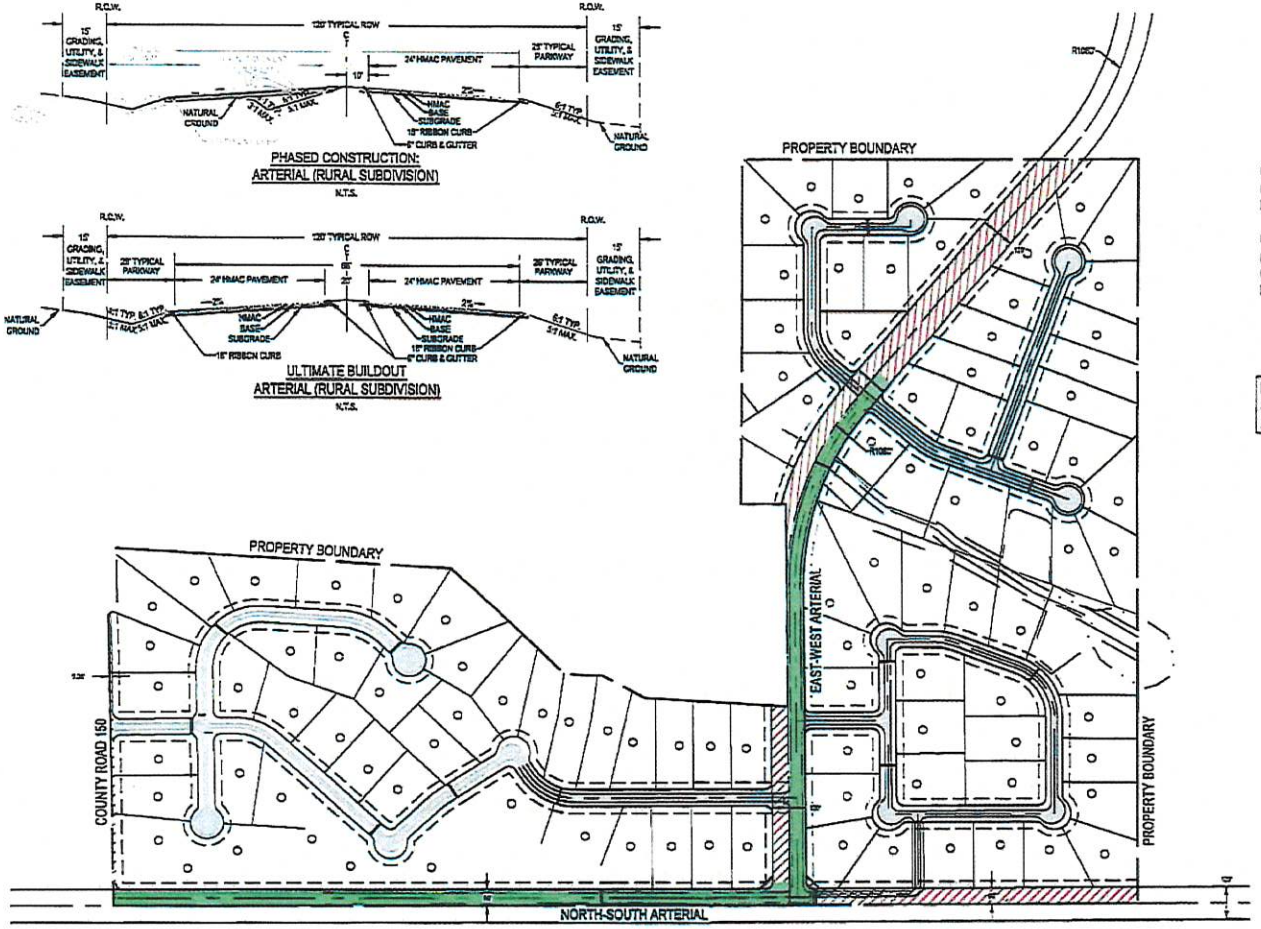


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ROADWAY CROSS SECTIONS

PHASED CONSTRUCTION:
ARTERIAL (RURAL SUBDIVISION)
N.T.S.

ULTIMATE BUILDOUT
ARTERIAL (RURAL SUBDIVISION)
N.T.S.



N

SCALE: 1"=400'

0 200' 400' 600' 800'

LEGEND

COUNTY PURCHASE ROW (6.53 ACRES) - NO CONSTRUCTION

OWNER DEDICATE ROW (6.23 ACRES) - CONSTRUCT HALF OF FUTURE ARTERIAL

RESIDENTIAL LAND PLAN SHOWN IS PRELIMINARY AND SUBJECT TO CHANGE.

Rev. This document is released for REVIEW PURPOSES ONLY, NOT FOR CONSTRUCTION and was prepared under the authorization of Garret D. Keller, Registered Professional Engineer, State of Texas, Registration No. 111511, Date: October 2018

MATKIN HOOVER ENGINEERING & SURVEYING

SCOFIELD FARMS DEVELOPMENT AGREEMENT
EXHIBIT B
FOR
SCOFIELD FARMS
WILLIAMSON COUNTY, TEXAS

JOB NO.	3015.00
DATE	APR 2019
DESIGNED	RRA
CHECKED	GDK
SHEET	FIG 3.0

Docusign Envelope ID: 12870C90-4EE0-4705-8B0C-31F07624DD4D

EXHIBIT E

Docusign Envelope ID: 12870C90-4EE0-4705-8B0C-31F07624DD4D

NOTICE OF CONFIDENTIALITY RIGHTS: 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.

EXCHANGE DEED

ARTERIAL K RIGHT OF WAY

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

WHEREAS, WILLIAMSON COUNTY, TEXAS, whose address is 710 Main Street, Suite 101, Georgetown, Texas 78626, Attn: County Auditor (herein referred to as "*COUNTY*"), is the owner of the real property in Williamson County, Texas, more particularly described on **Exhibit "A"**, attached hereto and incorporated herein by reference (collectively "*Tract 1*"); and

WHEREAS, SAVANNAH PROMINENT SCOFIELD DEVELOPMENT, LLC., a Texas limited liability company whose address is 15660 N. Dallas Parkway, Suite 110, Dallas, Texas, Attn: Project Manager (herein referred to as "*DEVELOPER*"), is the owner of the real property in Williamson County, Texas, more particularly described on **Exhibits "B"**, attached hereto and incorporated herein by reference (collectively "*Tract 2*"); and

WHEREAS, for mutually beneficial purposes, COUNTY and DEVELOPER desire to exchange property, so that DEVELOPER will hereafter own Tract 1 and COUNTY will hereafter own Tract 2;

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS THAT for $10.00 and other good and valuable consideration, and according to the terms of that certain Roadway Conveyance and Construction Agreement between the parties, the receipt and sufficiency of which are hereby acknowledged, and in order to accomplish the exchange of Tract 1 and Tract 2:

(a) COUNTY has EXCHANGED, GRANTED, and CONVEYED and, by these presents, does hereby EXCHANGE, GRANT, and CONVEY Tract 1 unto DEVELOPER, TO HAVE AND TO HOLD Tract 1, together with all improvements, rights, and appurtenances thereto unto DEVELOPER and its successors and assigns, forever; and COUNTY does hereby bind itself and its successors and assigns to warrant and forever defend Tract 1 unto DEVELOPER, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under COUNTY, but not otherwise; except, however, that this conveyance is made subject to all easements, restrictions, reservations, and other title exceptions that are filed of record or visible or apparent on the ground, to the extent the same are valid and subsisting and affect Tract 1, and the liens securing payment of ad valorem taxes for the current and all subsequent years following the date of this deed. COUNTY shall remain responsible for

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the payment of any prorated ad valorum taxes due and owing for the year of conveyance applicable to Tract 1 prior to the date of this deed; and

(b) DEVELOPER has EXCHANGED, GRANTED, and CONVEYED and, by these presents, does hereby EXCHANGE, GRANT, and CONVEY Tract 2 unto COUNTY, TO HAVE AND TO HOLD Tract 2, together with all improvements, rights, and appurtenances thereto unto COUNTY and its successors and assigns, forever; and DEVELOPER does hereby bind itself and its successors, and assigns to warrant and forever defend Tract 2 unto COUNTY, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under DEVELOPER, but not otherwise; except, however, that this conveyance is made subject to all easements, restrictions, reservations, and other title exceptions that are filed of record or visible or apparent on the ground, to the extent the same are valid and subsisting and affect Tract 2, and the liens securing payment of ad valorem taxes for the current and all subsequent years following the date of this deed. DEVELOPER shall remain responsible for the payment of any prorated ad valorum taxes due and owing for the year of conveyance applicable to Tract 2 prior to the date of this deed.

Any liens or claims that would arise in favor of any party by operation of law, or otherwise, due to Tract 1 and Tract 2 not being equal in size or value are expressly waived and released. This Exchange Deed may be executed simultaneously in two or more counterparts, each of which will be deemed an original, and all of which will constitute one and the same instrument.

* * *

EXECUTED AND DELIVERED by the undersigned effective as of _____, 2025.

(*signatures on following pages*)

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COUNTERPART SIGNATURE PAGE TO EXCHANGE DEED

COUNTY:

WILLIAMSON COUNTY, TEXAS

By: _____
Steven Snell, County Judge

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on _____, 2025, by County Judge Steven Snell, in the capacity and for the purposes and consideration recited herein.

_____
(seal) Notary Public Signature

Docusign Envelope ID: 12870C90-4EE0-4705-8B0C-31F07624DD4D

COUNTERPART SIGNATURE PAGE TO EXCHANGE DEED

DEVELOPER:

SAVANNAH PROMINENT SCOFIELD DEVELOPMENT, LLC, a Texas limited liability company

By:_____

Name:_____

Its:_____

THE STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2025, by _____ in the capacity and for the purposes and consideration recited herein.

(seal)

_____
Notary Public Signature

Docusign Envelope ID: 12870C90-4EE0-4705-8B0C-31F07624DD4D

ROADWAY CONVEYANCE AND CONSTRUCTION AGREEMENT

This Roadway Conveyance and Construction Agreement (this "Agreement") is entered into between WILLIAMSON COUNTY, TEXAS (the "County") and SAVANNAH PROMINENT SCOFIELD DEVELOPMENT, LLC, a Texas limited liability company (the "Developer"). In this Agreement, the County and the Developer are sometimes individually referred to as a "Party" and collectively referred to as the "Parties." Each of the Parties confirms that it has the authority to enter into this Agreement and the ability to perform its obligations under this Agreement without the further approval or consent of any other person or entity.

RECITALS

WHEREAS, the Developer is in the process of developing a residential subdivision to be known as Scofield Farms in the area of the County depicted on the attached Exhibit A (the "Master Plan"); and

WHEREAS, both the general public and the Developer will benefit if the County and the Developer cooperate in order to expedite the construction of arterial roadways from CR 150 to and through the Development's boundary, as shown on the Master Plan; and

WHEREAS, in recognition of the impact that the Development will have on traffic demands in the County, the Developer has agreed to provide 120 feet of right-of-way within Phase II and 150 feet or right-of-way within Phase III for the East-West Arterial as shown on Exhibit B and 60 feet of right-of-way for the North-South Arterial on the western border of the Development. Additionally, the Developer will design and construct or cause to be constructed two lanes, being half of the North-South Arterial, and two lanes, being half of the East-West Arterial as shown in the shaded hatch in Exhibit B (the "Developer Portion"), as provided in this Agreement; and

WHEREAS, the County has agreed that the Developer will not be responsible for the design or construction of the other two lanes of the North-South Arterial and the other two lanes of the East-West Arterial shown in cross hatch marks on Exhibit B (the "Remainder Project"); and

WHEREAS, the County was previously deeded portions of the Master Plan property by Document No. 2024063386, Official Records of Williamson County, Texas for Arterial road right of way, a portion of which the Parties now desire to be returned to Developer in the locations as shown on Exhibit C (the Excess R.O.W.); and

WHEREAS, Section 232.105 of the Texas Local Government Code authorizes a commissioners' court to contract with a developer of land in the unincorporated area of the county to construct public improvements, and this Agreement is being entered into pursuant to and in compliance with that authority;

NOW, THEREFORE, in consideration of the mutual promises, covenants, obligations, and benefits set forth in this Agreement, the Parties agree as follows:

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SECTION 1. ROAD STANDARDS

The Road Projects shall be designed and constructed as two-lanes, being half of the future arterial roadways located within the owner dedicated right-of-way, if possible, within the Development, at the locations shown on Exhibit B.

(a) The Road Projects will be designed and constructed in conformance with County roadway standards and specifications and the Typical Roadway Section as shown on Exhibit B.

(b) Erosion/sedimentation controls, revegetation, and stormwater management during construction shall be implemented as required by the Texas Commission on Environmental Quality ("TCEQ"); however, no water quality or detention improvements will be required.

(c) The Parties agree that other subdivision roads in the Development will be designed and constructed pursuant to County standards and specifications.

(d) The County agrees that the Developer will not be responsible for the design or construction of the Remainder Project.

(e) The design of the Road Projects will be subject to approval by the County. The County agrees to review the plans and specifications for the Road Projects and to provide the Project Engineer with written comments specifically identifying any required revisions within 14 days of submission.

(f) The County and the Developer each designate the following individual as its Designated Representative:

County: County Engineer
3151 SE Inner Loop, Suite B
Georgetown, Texas 78626

Developer: Project Manager
15660 N Dallas Parkway, Suite 110
Dallas, Texas 75248

The Project Engineer will report regularly to, and coordinate with, the other Parties' Designated Representatives. The Designated Representatives will meet and coordinate as necessary.

SECTION 2. LICENSE AGREEMENT

The County agrees to grant the Developer a license agreement authorizing the installation and maintenance of landscaping, irrigation, and signage improvements within the Road Projects. The license agreement will require a minimum of $500,000 in liability insurance coverage naming the County as an additional insured.

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SECTION 3. INSPECTION

Inspections, including inspection fees, and certifications for the Road Projects will be conducted in accordance with standard County policies and requirements. If any inspection reveals deficiencies, the County will notify the Developer and Project Engineer in writing, detailing the deficiencies.

SECTION 4. COMPLETION OF DEVELOPER'S PROJECT

(a) The Project Engineer will prepare a written notice of substantial completion and forward it to the Developer, who will submit it to the County. The County will conduct a final inspection within five business days, subject to weather delays.

(b) Upon final acceptance, the Developer shall transfer all warranties and as-builts to the County. The Contractor will warrant workmanship and materials for two years, excluding normal wear and tear. A two-year Contractor's warranty bond shall be provided in a form approved by the County.

SECTION 5. CONVEYANCE AND EXCHANGE OF RIGHT-OF-WAY

(a) Within 30 days of this Agreement's execution and the completion of field note surveys at the Developer's expense for the Road Project and Excess R.O.W. parcel areas, and review and approval of such surveys by County, the Developer and County agree to execute an Exchange Deed to convey all right-of-way for the Road Projects, free and clear of all liens, to County, and to convey all right-of-way for the Excess R.O.W., free and clear of any liens, to Developer. The form of the Exchange Deed shall be as shown in Exhibit D, and the County shall cause the Exchange Deed to be recorded in the Official Records of Williamson County, Texas upon full execution.

SECTION 6. INTENTIONALLY DELETED

SECTION 7. MISCELLANEOUS

(a) Notices under this Agreement shall be in writing and delivered personally or by certified mail to the Designated Representatives.

(b) Gender and number references are interchangeable as context dictates.

(c) This Agreement constitutes the entire agreement regarding the subject matter contained herein. Any modification must be in writing and executed by the Parties.

(d) No County official may modify this Agreement without commissioners' court approval.

(e) The Parties agree to execute all further documents necessary to carry out this Agreement, including specifically a Memorandum of Agreement in recordable form at the request of either Party.

(f) Performance delays due to uncontrollable events will extend timelines reasonably.

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(g) Injunctive relief and specific performance are available remedies for breach.

(h) Texas law governs this Agreement. Venue lies in Williamson County.

(i) Any invalid provision does not affect the remainder of the Agreement.

(j) This Agreement binds and benefits the Parties and their successors and assigns. Assignment requires prior written consent.

(k) No third-party beneficiaries are intended.

(l) Exhibits:

- Exhibit A: The Development and Road Projects
- Exhibit B: Typical Arterial Sections
- Exhibit C: Excess R.O.W. Location
- Exhibit D: Exchange Deed Form

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective on the date of the last signature.

WILLIAMSON COUNTY, TEXAS

By: _____

Steven Snell, County Judge

Date: _____

SAVANNAH PROMINENT SCOFIELD DEVELOPMENT, LLC

By: DocuSigned by: Dalton Little 8033A0DA042E444...

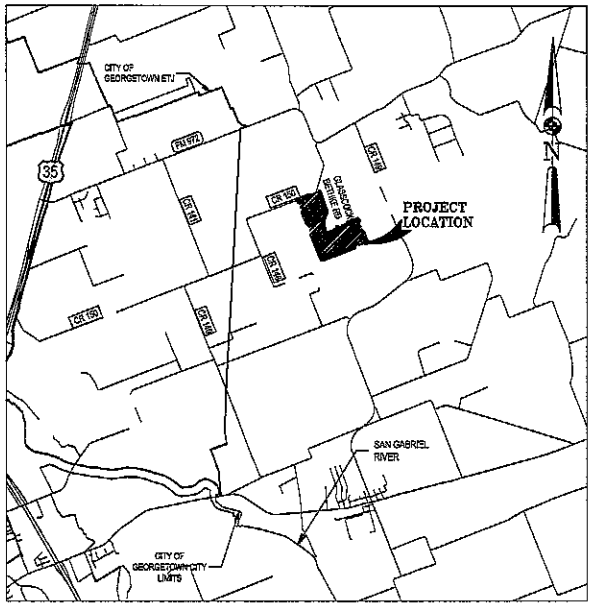
Its: Director

Date: 6/26/2025

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EXHIBIT A

Docusign Envelope ID: 12870C90-4EE0-4705-880C-31F07624DD4D



LOCATION MAP

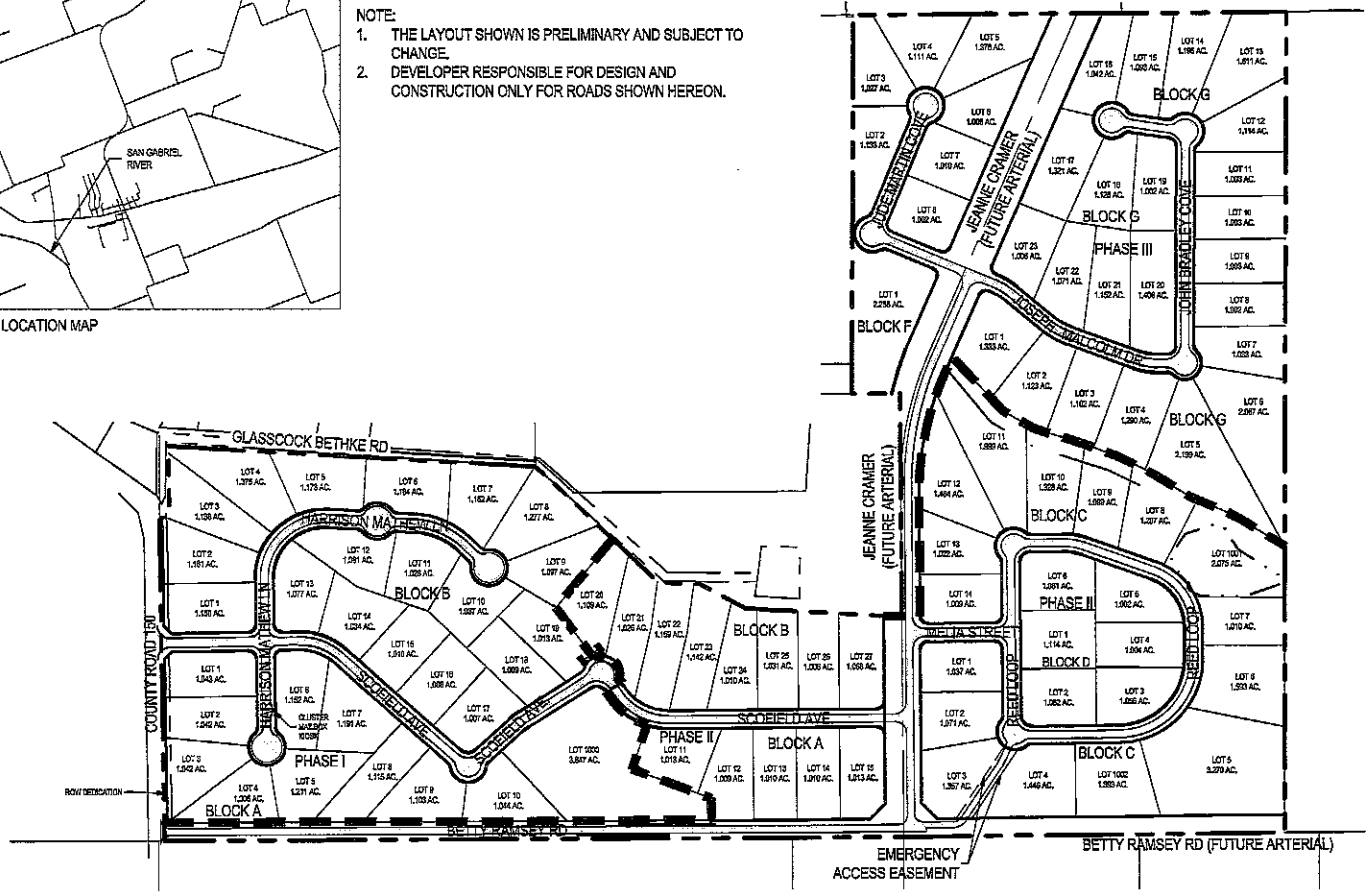
LEGEND

PROPERTY BOUNDARY

PHASE BOUNDARY

LAND USE TABLE							
PHASE	ACREAGE	RESIDENTIAL LOTS	HOA LOTS	TOTAL LOTS	LF OF EMERGENCY ACCESS (FT)	LF OF LOCAL ROAD (FT)	LF OF COLLECTOR (FT)
I	42.40	29	1	30	0	2,922	341
II	54.13	33	2	35	424	3,579	3,212
III	48.09	31	0	31	0	2,612	1,698
TOTAL	144.33	93	3	96	424	9,113	5,251

NOTE:
1. THE LAYOUT SHOWN IS PRELIMINARY AND SUBJECT TO CHANGE.
2. DEVELOPER RESPONSIBLE FOR DESIGN AND CONSTRUCTION ONLY FOR ROADS SHOWN HEREON.



SCALE: 1"=400'

0 200' 400' 600' 800'

Rev. This document is released for REVIEW PURPOSES ONLY, NOT FOR CONSTRUCTION and was prepared under the authorization of Garrett D. Keller, Registered Professional Engineer, State of Texas, Registration No. 111511, Date: June 17, 2025

MATKIN HOOVER ENGINEERING & SURVEYING
8310 WILLIAMS DRIVE
GEORGETOWN, TEXAS 78628
OFFICE: 512.351.6200 FAX: 512.868.1900
TBPE FIRM REGISTRATION #F-14435 TBPLS FIRM REGISTRATION #10194443
CIVIL CONSTRUCTION SURVEYING LAND PLANNING CONSTRUCTION MANAGERS CONSULTANTS

THE DEVELOPMENT AND ROAD PROJECTS
FOR
SCOFIELD FARMS
WILLIAMSON COUNTY, TEXAS

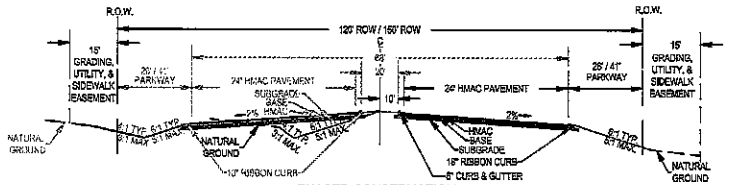
EXHIBIT 'A'

JOB NO.	3015.00
DATE	MAY 2025
DESIGNED	JDA
CHECKED	GDK

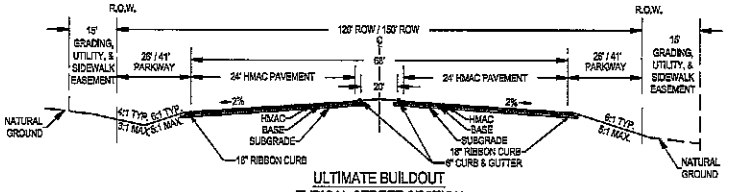
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EXHIBIT B

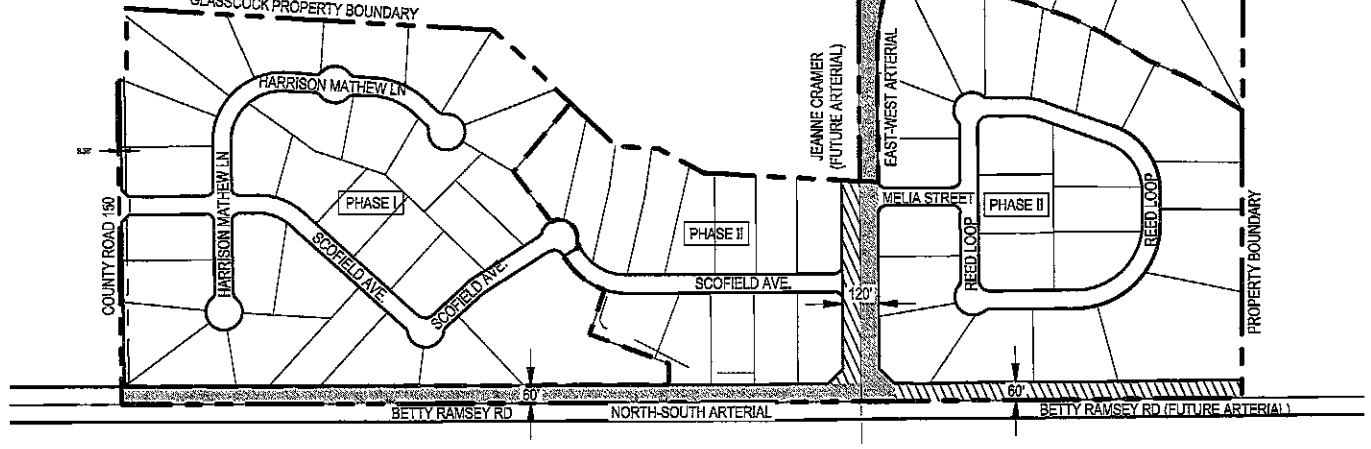
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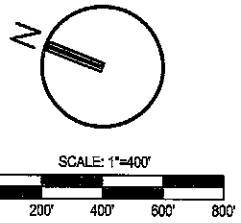


PHASED CONSTRUCTION:
TYPICAL STREET SECTION
N.T.S.



ULTIMATE BUILDOUT
TYPICAL STREET SECTION
N.T.S.





LEGEND

"THE REMAINDER PORTION" (6.24 ACRES)

"THE DEVELOPER PORTION" (6.68 ACRES)

RESIDENTIAL LAND PLAN SHOWN IS PRELIMINARY AND SUBJECT TO CHANGE.

Rev. This document is released for REVIEW PURPOSES ONLY, NOT FOR CONSTRUCTION and was prepared under the authorization of Garrett D. Keller, Registered Professional Engineer, State of Texas, Registration No. 111511, Date: June 23, 2025

MATKIN HOOVER ENGINEERING & SURVEYING
7200 WILLIAMS DRIVE
GEORGETOWN, TEXAS 78633
OFFICE 512.763.5900 FAX 512.819.2699
TEXAS BOARD OF PROFESSIONAL ENGINEERS REGISTRATION NO. F-2214
TEXAS BOARD OF PROFESSIONAL SURVEYORS REGISTRATION NO. 10194382
CIVIL ENGINEERING SURVEYING LAND PLANNING CONSTRUCTION MANAGEMENT CONSULTING

TYPICAL ARTERIAL SECTIONS
FOR
SCOFIELD FARMS
WILLIAMSON COUNTY, TEXAS

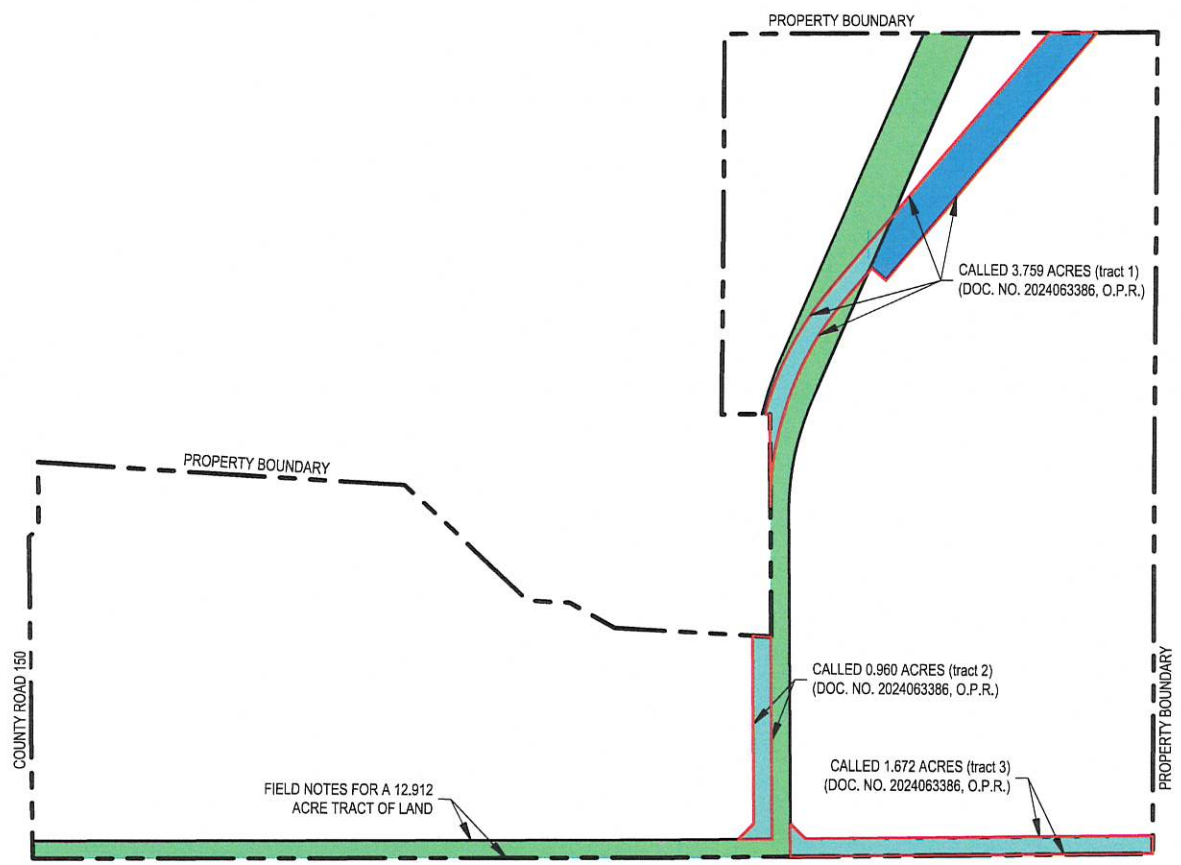
EXHIBIT 'B'

JOB NO.	3015.00
DATE	MAY 2025
DESIGNED	JDA
CHECKED	GDK

Docusign Envelope ID: 12870C90-4EE0-4705-8B0C-31F07624DD4D

EXHIBIT C

Docusign Envelope ID: 12870C90-4EE0-4705-8B0C-31F07624DD4D



N

SCALE: 1"=400'

0 200' 400' 600' 800'

LEGEND

- RIGHT-OF-WAY PREVIOUSLY CONVEYED TO COUNTY IN DOCUMENT NO. 2024063386
- ARTERIAL RIGHT-OF-WAY DEVELOPER CONVEY TO COUNTY
- EXISTING ARTERIAL RIGHT-OF-WAY TO REMAIN
- EXCESS RIGHT-OF-WAY COUNTY CONVEY TO THE DEVELOPER

Rev. This document is released for REVIEW PURPOSES ONLY. NOT FOR CONSTRUCTION and was prepared under the authorization of Garrett D. Keller, Registered Professional Engineer, State of Texas, Registration No. 111511. Date: June 24, 2025

MATKIN HOOVER ENGINEERING & SURVEYING
1701 WILLIAMS DRIVE
GEORGETOWN, TEXAS 78628
OFFICE 1.830.319.9569 FAX 830.319.9599
TEXAS REGISTERED ENGINEERING FIRM F-9043-12
CIVIL ENGINEERS SURVEYORS LAND PLANNERS CONSTRUCTION MANAGERS CONSULTANTS

EXCESS R.O.W. LOCATION
FOR
SCOFIELD FARMS
WILLIAMSON COUNTY, TEXAS

EXHIBIT 'C'

JOB NO.	3015.00
DATE	MAY 2025
DESIGNED	JDA
CHECKED	GDK

G:\PROJECTS\2015 - Scofield Farms\01 - Phase 2 & Phase 3\Submittals\Roadway Conveyance & Construction Agreement\DAS - Exhibit C - Excess R.O.W. Location.dwg
Date: Jun 24, 2025, 8:37am User ID: cadler

Docusign Envelope ID: 12870C90-4EE0-4705-8B0C-31F07624DD4D

EXHIBIT D

Docusign Envelope ID: 12870C90-4EE0-4705-8B0C-31F07624DD4D

NOTICE OF CONFIDENTIALITY RIGHTS: 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.

EXCHANGE DEED

ARTERIAL K RIGHT OF WAY

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

WHEREAS, WILLIAMSON COUNTY, TEXAS, whose address is 710 Main Street, Suite 101, Georgetown, Texas 78626, Attn: County Auditor (herein referred to as "*COUNTY*"), is the owner of the real property in Williamson County, Texas, more particularly described on **Exhibit "A"**, attached hereto and incorporated herein by reference (collectively "*Tract 1*"); and

WHEREAS, SAVANNAH PROMINENT SCOFIELD DEVELOPMENT, LLC., a Texas limited liability company whose address is 15660 N. Dallas Parkway, Suite 110, Dallas, Texas, Attn: Project Manager (herein referred to as "*DEVELOPER*"), is the owner of the real property in Williamson County, Texas, more particularly described on **Exhibits "B"**, attached hereto and incorporated herein by reference (collectively "*Tract 2*"); and

WHEREAS, for mutually beneficial purposes, COUNTY and DEVELOPER desire to exchange property, so that DEVELOPER will hereafter own Tract 1 and COUNTY will hereafter own Tract 2;

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS THAT for $10.00 and other good and valuable consideration, and according to the terms of that certain Roadway Conveyance and Construction Agreement between the parties, the receipt and sufficiency of which are hereby acknowledged, and in order to accomplish the exchange of Tract 1 and Tract 2:

(a) COUNTY has EXCHANGED, GRANTED, and CONVEYED and, by these presents, does hereby EXCHANGE, GRANT, and CONVEY Tract 1 unto DEVELOPER, TO HAVE AND TO HOLD Tract 1, together with all improvements, rights, and appurtenances thereto unto DEVELOPER and its successors and assigns, forever; and COUNTY does hereby bind itself and its successors and assigns to warrant and forever defend Tract 1 unto DEVELOPER, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under COUNTY, but not otherwise; except, however, that this conveyance is made subject to all easements, restrictions, reservations, and other title exceptions that are filed of record or visible or apparent on the ground, to the extent the same are valid and subsisting and affect Tract 1, and the liens securing payment of ad valorem taxes for the current and all subsequent years following the date of this deed. COUNTY shall remain responsible for

Docusign Envelope ID: 12870C90-4EE0-4705-8B0C-31F07624DD4D

the payment of any prorated ad valorum taxes due and owing for the year of conveyance applicable to Tract 1 prior to the date of this deed; and

(b) DEVELOPER has EXCHANGED, GRANTED, and CONVEYED and, by these presents, does hereby EXCHANGE, GRANT, and CONVEY Tract 2 unto COUNTY, TO HAVE AND TO HOLD Tract 2, together with all improvements, rights, and appurtenances thereto unto COUNTY and its successors and assigns, forever; and DEVELOPER does hereby bind itself and its successors, and assigns to warrant and forever defend Tract 2 unto COUNTY, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under DEVELOPER, but not otherwise; except, however, that this conveyance is made subject to all easements, restrictions, reservations, and other title exceptions that are filed of record or visible or apparent on the ground, to the extent the same are valid and subsisting and affect Tract 2, and the liens securing payment of ad valorem taxes for the current and all subsequent years following the date of this deed. DEVELOPER shall remain responsible for the payment of any prorated ad valorum taxes due and owing for the year of conveyance applicable to Tract 2 prior to the date of this deed.

Any liens or claims that would arise in favor of any party by operation of law, or otherwise, due to Tract 1 and Tract 2 not being equal in size or value are expressly waived and released. This Exchange Deed may be executed simultaneously in two or more counterparts, each of which will be deemed an original, and all of which will constitute one and the same instrument.

* * *

EXECUTED AND DELIVERED by the undersigned effective as of _____, 2025.

(*signatures on following pages*)

Docusign Envelope ID: 12870C90-4EE0-4705-8B0C-31F07624DD4D

COUNTERPART SIGNATURE PAGE TO EXCHANGE DEED

COUNTY:

WILLIAMSON COUNTY, TEXAS

By: _____
Steven Snell, County Judge

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on _____, 2025, by County Judge Steven Snell, in the capacity and for the purposes and consideration recited herein.

(seal) _____
Notary Public Signature

Docusign Envelope ID: 12870C90-4EE0-4705-8B0C-31F07624DD4D

COUNTERPART SIGNATURE PAGE TO EXCHANGE DEED

DEVELOPER:

SAVANNAH PROMINENT SCOFIELD DEVELOPMENT, LLC, a Texas limited liability company

By:_____

Name:_____

Its:_____

THE STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2025, by _____ in the capacity and for the purposes and consideration recited herein.

(seal)

_____
Notary Public Signature

Commissioners Court - Regular Session **57.**

Meeting Date: 07/01/2025

705 Limmer Loop Development Agreement – Pct 4

Submitted For: Adam Boatright **Submitted By:** Adam Boatright, Infrastructure

Department: Infrastructure

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Development Agreement with 705 LimmerLoop JV, LLC.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

705 Limmer Loop Development Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	06/26/2025 03:17 PM
Form Started By: Adam Boatright		Started On: 06/26/2025 11:54 AM
Final Approval Date: 06/26/2025		

DEVELOPMENT AGREEMENT

This Development Agreement (the "Agreement"), effective June_, 2025 (the "Effective Date"), is made and entered by and between **705 LimmerLoop JV, LLC**, a Texas limited liability company, with offices located at 13018 Research Blvd, Suite A. Austin, Texas 78750, referred to herein as the "Owner," and Williamson County, State of Texas, referred to herein as the "County." The Owner and the County are hereinafter referred to collectively as the "Parties," or individually as a "Party."

RECITALS:

WHEREAS, the Owner is the record title holder of the property at 705 Limmer Loop Hutto, Texas 78634, and described as 19.39 acres of land, more or less, in Williamson County, Texas, as shown in the attached Exhibit "A" (the "Legal Description"), incorporated herein by reference for all purposes (the "Property"), and

WHEREAS, the Owner requested the City of Round Rock ("Round Rock") annex the Property into its ETJ, which request Round Rock is considering; and

WHEREAS, Round Rock, acting by and through its City Council, with the advice of its City Utility Department, determined that the City had capacity to provide retail sewer service to the Property, and that it would be in the City's interest to consider the Owner's request to be added to the City's ETJ and further considered for annexation; and

WHEREAS, Round Rock and the Owner have entered into a separate Development Agreement whereby (i) Round Rock has agreed to provide retail wastewater service to the Property as a Planned Unit Development or "PUD" pursuant to the applicable provisions of the Round Rock City Code and Ordinances, and (ii) to annex the Property once all requirements for annexation have been satisfied (the "Round Rock Agreement"); and

WHEREAS, a copy of the Round Rock Agreement (the "RR Agreement") is incorporated herein by reference as Exhibit "B" for all purposes; and

WHEREAS, Owner has satisfied all of the statutory requirements for release from the Extra Territorial Jurisdiction ("ETJ") of the City of Hutto, Texas, as prescribed by Senate Bill 2830 amending Sections 42.101 through 42.105, and 42.151 through 42.156, of the Texas Local Gov't Code; and

WHEREAS, the County having received the RR Agreement and evidence of Owner's compliance with SB 2830, is amenable to allow the City of Round Rock and the Owner to proceed with the development of the Property pursuant to the RR Agreement, subject to the terms set forth herein;

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

Part A. **Provisions Related to Owner's Development, including Annexation:**

Article I. Owner's Obligations Under this Agreement

1.01 Owner shall comply with the terms of the RR Agreement.

1.02 Owner agrees that in the event the Property becomes contiguous with the Round Rock City limits, and meets all requirements of annexation, Owner shall promptly apply for annexation into the City of Round Rock following receipt of written notice and instructions from Round Rock consistent with the Round Rock Agreement and Round Rock's subdivision jurisdiction pursuant to the terms of the 1445 Agreement between Round Rock and the County.

Article II. Compliance with County Subdivision Ordinances

2.01 Except as contemplated by the RR Agreement, and this Agreement, and the 1445 Agreement applicable to annexation into the Extra Territorial Jurisdiction of Round Rock, Owner agrees to comply with all of the County's applicable ordinances and regulations as they now exist or may be amended from time to time.

2.02 All roads, including driveways, parking lots, and related improvements located in or on the Property (the "Property Roads") (i) are, and shall continue to be "Private Roads," which shall be maintained, repaired and replaced as necessary at no expense to Williamson County. Owner acknowledges and agrees that the Property Roads shall never be accepted by the County for operation or maintenance.

2.03 Owner agrees that the Property Roads shall be maintained to standards adequate to support and facilitate access for emergency services vehicles (such as law enforcement, fire and EMS) in and on the Property.

Article III. Cooperation with Independent School Districts

3.01 Owner agrees to cooperate with the Hutto Independent School District ("Hutto ISD") in connection with property contiguous to or abutting the Property (the "Hutto ISD School Tract") to protect the safety of the students, faculty and authorized visitors to the Hutto ISD School Tract, including negotiating the following items with Hutto ISD:

(i) construction of fencing between the Property and the Hutto ISD School Tract;

(ii) providing reasonable pedestrian access along the perimeter of the Property abutting a road paralleling the boundary of the Property adjacent to the Hutto ISD School Tract as shown on the plat attached hereto as **Exhibit "D;"** and

(iii) other safety related improvements to the Hutto ISD School Tract reasonably warranted as a direct result of the Owner's development of the Property, **PROVIDED** the improvement(s) is requested by the School Board, and justified to achieve the stated safety objective, and agreed to by the School Board, within the 12-month period following the commencement of development of the Property.

3.02 With the exception of in-kind contributions of land, or easements/right-of-way, or an extension of the deceleration lane along Limmer Loop owned by the Hutto ISD and required for the enhancement of the safety of the students, faculty and authorized visitors to the Hutto ISD School Tract, the reasonable, actual cost of any improvements constructed pursuant to this Section 3.01, unless otherwise agreed to, shall be paid for by Owner.

Article IV. Other Agreements with the County

4.01. Owner agrees to work cooperatively with the County and Hutto ISD to design and construct a shared driveway for the Property and the adjacent Hutto ISD School Tract according to County standards, including as necessary a right turn lane at the primary entrance to the Property and the Hutto ISD School Tract, generally in the location proposed to Hutto ISD and depicted on the Plats attached hereto as **Exhibit "E."**

4.02 In the event Owner and Hutto ISD cannot come to agreement on the design and location of the proposed shared driveway entrance, Owner will coordinate with the County to develop and construct at Owner's cost an acceptable entrance off of Limmer Loop into the Property along the frontage within Owner's Property, including right and left turn lanes, generally in the location depicted on the Plat attached hereto as **Exhibit "F."**

4.03 County Construction of Traffic Signal. The County has identified the need for a traffic signal (Signal) at the intersection of Limmer Loop and Bargello Place to mitigate the impacts of the additional traffic generated resulting from the development at the intersection. Upon occupancy of 150 dwelling units within the development, the County will procure and contract for the design and construction of a traffic signal at the intersection as well as manage the construction of the Signal. The County will submit the Signal plans and specifications to the Owner. Any changes or modifications to the plans will be submitted to the Parties for comment prior to commencing construction. The County will schedule periodic progress meetings as agreed to by the Parties. The County shall operate and maintain the traffic signal and all related appurtenances following the completion and acceptance of the construction of the traffic signal.

4.03.1 Funding Obligations. The estimated cost to design and construct the traffic signal at Limmer Loop and Bargello Place is approximately Six Hundred Thousand and No/100 Dollars ($600,000). The Owner shall reimburse the County the sum of Four Hundred Fifty Thousand and No/100 Dollars ($450,000.00). The County shall contribute One Hundred and Fifty Thousand and No/100 Dollars ($150,000.00). If the cost of the Signal is less than or more than Six Hundred Thousand and No/100 Dollars ($600,000), the savings or additional costs shall by apportioned as follows: 75% to the Owner and 25% to the County.

4.03.2 Reimbursement Schedule. The County will transmit reimbursement requests to the Owner that clearly sets forth the benchmark payment due and, for requests associated with construction work, describe work done for which reimbursement is sought. Reimbursement requests will be sent pursuant to the following payment schedule: 33% upon construction contract award, 33% when construction is 50% complete (as determined by the value of the work completed to date against the contract amount) and 34% after the County issues a Certificate of Completion. The Owner shall remit payment to the County within thirty (30) days of receipt of a reimbursement request.

4.04 Insurance and Indemnification. Owner or Owner's contractor(s) shall obtain and maintain throughout any construction of any work in the County's right-of-way, which shall include but not be limited to construction of the shared driveway entrance for the Property and any safety related improvements, the insurance coverages stated in this section. Prior to commencement of any construction in the County's right-of-way, Owner or Owner's contractor(s) shall provide an insurance certificate acceptable to the County reflecting such insurance policies. Owner or Owner's contractor(s) shall not cause or permit any insurance policy to lapse or be cancelled prior to or during such construction and shall pay all premiums, deductibles and self-insured retentions, if any, stated in the policies. The insurance required in this section shall be written by a company with an AM Best rating of no less than a B+ VII and in good standing with the Texas State Board of Insurance shall be acceptable to the County. **"Williamson County, Texas, its officials, employees and agents" shall be named as additional insureds on all coverages required by this Section.** Owner or Owner's contractor(s) shall obtain and maintain the following insurance coverages:

(i) Commercial general liability insurance with a minimum combined single limit of $1,000,000 per occurrence and a minimum $2,000,000 aggregate including products and completed operations and contractual liability coverage.

(ii) Comprehensive business automobile liability insurance with a minimum combined single limit of $500,000 including coverage for all owned, non-owned and hired autos.

4.05 Indemnity. OWNER SHALL, TO THE EXTENT OF ITS NEGLIGENCE, INDEMNIFY, AND HOLD THE COUNTY, ITS OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL SUITS, ACTIONS, LEGAL PROCEEDINGS, CLAIMS, DEMANDS, DAMAGES, COSTS, EXPENSES, ATTORNEY'S FEES, AND ANY AND ALL OTHER COSTS OR FEES ARISING OUT OF, OR INCIDENT TO, CONCERNING OR RESULTING FROM THE NEGLIGENCE OR WILLFUL MISCONDUCT OF OWNER, OR ITS AGENTS, EMPLOYEES, CONTRACTORS OR SUBCONTRACTORS, OR ANY OWNER'S INVITED PARTICIPANT OR ATTENDEE, ARISING FROM, ASSOCIATED WITH, OR OTHERWISE RELATING TO CONSTRUCTION PERFORMED BY OR ON BEHALF OF OWNER PURSUANT TO THIS AGREEMENT IN THE COUNTY'S RIGHT-OF-WAY, NO MATTER HOW, OR TO WHOM, SUCH LOSS MAY OCCUR. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF COUNTY, OR OWNER, (INCLUDING, BUT NOT LIMITED TO THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM. MAINTENANCE OF THE INSURANCE REQUIRED UNDER THIS AGREEMENT SHALL NOT LIMIT OWNER'S OBLIGATIONS UNDER THIS PARAGRAPH. THE PROVISIONS OF THIS CLAUSE APPLICABLE TO CONSTRUCTION PERFORMED FOR OR ON BEHALF OF THE OWNER SHALL CONTINUE TO APPLY NOTWITHSTANDING THE TERMINATION OR EXPIRATION OF THIS AGREEMENT FOR ANY REASON.

4.05.1 Performance Bond. To ensure the construction of the shared driveway entrance for the Property and any safety related improvements is constructed according to according to County standards, Owner or Owner's contractor(s) shall obtain a performance bond in the amount of 100% of the costs of constructing the applicable improvements according to the calculations of a Registered Professional Engineer and name the County as an obligee or additional obligee. Upon acceptance of the improvements by the County, the Bond shall be released.

4.06 Owner agrees to provide or contribute right-of-way to property which Owner holds legal title, or otherwise has authority to convey to the County necessary to satisfy the requirements of this Article IV, and if needed, to use its best efforts to negotiate acquisition of third party owned

tract(s) at reasonable cost not to exceed fair market value and pay its pro rata share of the negotiated acquisition cost; and (ii) thereafter convey said right-of-way to the County.

Article V. Force Majeure

5.01 In the event either Party is rendered unable, wholly or in part, by force majeure to carry out any of its obligations under this Agreement, then the obligations of that Party, to the extent affected by the force majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of the inability. The cause, as far as possible, shall be remedied with all reasonable diligence.

5.02 The term "force majeure" includes acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, orders of the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and people, civil disturbances, explosions, breakage or accidents to equipment, pipelines, or canals, partial or entire failure of water supply, and any other inabilities of either Party, whether similar to those enumerated or otherwise, that are not within the control of the Party claiming the inability and that could not have been avoided by the exercise of due diligence and care. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the Party having the difficulty and that the requirement that any force majeure be acceding to the demands of the opposing party if the settlement is unfavorable to it in the judgment of the Party having the difficulty.

Article VI. Term

6.01 With the exception of the Agreement terms in Articles III and IV, as applicable, related to the Hutto ISD and the Hutto ISD School Tract, and Owner's responsibility to maintain, repair and replace, as necessary, the Private Roads and improvements to the Property, this Agreement shall terminate on the date the Property is annexed into a municipality.

Part B. RR Development Agreement Terms

Article I. General Provisions

1.01 Conformity With Development Standards. All uses and development within the Property shall conform to the Development Standards included in both the RR Agreement, and this Agreement.

1.02 Changes And Modifications. No changes or modifications will be made to the Agreement, or in the RR Agreement, unless all provisions pertaining to changes or modifications comply with both the RR Agreement and this Agreement.

1.03 Violations. Owner understands that Owner, and any person, firm, corporation, or other entity violating any conditions or terms of the Agreement shall be subject to any and all penalties for the violation of any zoning ordinance provisions applicable to the development pursuant to the RR Agreement, or as applicable, County Ordinances and Regulations. Furthermore,

County may pursue any other remedies that may be available at law or in equity (including suit for specific performance or other equitable relief, if appropriate) in the event Owner or any person, firm, corporation, or other entity violate any conditions or terms of this Agreement.

Article II. Development Standards

2.01 Definitions. Words and terms used herein shall have their usual force and meaning, or as defined in the RR Agreement.

2.02 Property; Legal Lot.

2.02.1 Legal Description. This Agreement covers approximately 19.39 acres of land, more particularly described in **Exhibit "A."**

2.02.2 Legal Lot. The Parties acknowledge and agree that the Property is configured as a "legal lot;" **PROVIDED, HOWEVER,** that Owner in its sole discretion may further subdivide the Property by filing appropriate applications and site plans for review and approval, or submit a final plat, for approval by the City of Round Rock, or the entity having subdivision platting jurisdiction at the time of the subdivision request.

2.02.3 Preliminary Site Development. A copy of the Concept Plan is attached hereto, and incorporated herein for all purposes, as **Exhibit "G."** The Parties agree that the need, if any, for the Property to undergo a Preliminary Site Development Permit process will be addressed pursuant to the RR Agreement.

2.03 Purpose. The purpose of this Part B. is to ensure the development of the Property consistent with the RR Agreement, and this Agreement: 1) is equal to, superior than and/or more consistent than that which would occur under the standard ordinance requirements of the City of Round Rock, 2) minimizes any undue adverse effect upon adjacent property, the character of the neighborhood, traffic conditions, parking, utilities or any other matters affecting the public health, safety and welfare, 3) is adequately provisioned by essential public facilities and services, and 4) will be developed and maintained so as not to dominate, by scale or massing of structures, the immediate neighboring properties or interfere with their development or use.

2.04 Applicability Of Round Rock Ordinances.

2.04.1 Zoning Ordinance. All aspects not specifically covered by this Agreement shall be regulated by the City of Round Rock's **TH (Townhouse)** zoning district Code, as amended. If there is a conflict between this Agreement and the Code, this Agreement shall supersede the specific conflicting provisions of the Code.

2.04.2 Other Ordinances. Except as provided for in, or inconsistent with either the RR Agreement or this Agreement, the Owner shall comply with applicable County Ordinances. In the event of a conflict, the terms of this Agreement and the RR Agreement shall control.

2.05 Project Overview.

2.05.1 Land Use

(a) Consistent with the RR Agreement, the residential housing type shall be single family attached or detached units on a common lot, with each dwelling unit having a private external entrance, private parking, and a private yard area.

(b) A maximum of 200 units shall be allowed.

2.06 Development Standards. The development of the Property shall be accomplished in accordance with the standards prescribed in the RR Agreement.

2.07 Inspections/Compliance Letters. Owner shall, at its sole cost, cause the development of the Property, and all onsite improvements and infrastructure facilities, to be designed, engineered, and constructed according to the requirements contemplated by the RR Agreement. The Owner shall, at its sole cost, engage a duly licensed and qualified inspector approved by Round Rock (the "Inspector") (i) to review the plans for construction to verify compliance with the requirements of the RR Agreement and this Agreement prior to commencement of construction, and (ii) during construction to inspect the ongoing construction and certify to both the City and County the Owner's compliance with the applicable development requirements prescribed by both the RR Agreement and this Agreement. Upon completion of construction, the Owner shall cause its Inspector or Engineer to issue signed and sealed letters of conformance to both Round Rock and the County confirming the Development's compliance with both the RR Agreement and this Agreement.

Part C. Miscellaneous Provisions

1.01 This Agreement shall be construed under and in accordance with the laws of the State of Texas, and any and all actions brought to enforce the terms of this Agreement shall be brought in Williamson County, Texas.

1.02 (a) This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

(b) This Agreement shall be assignable by either Party, **PROVIDED**, that (i) the Assignee is qualified legally, financially and technologically to fulfill all of the duties, obligations, responsibilities and liabilities of the assignor, and (ii) the assigning Party presents the non-assigning Party with a fully executed copy of the assignment agreement between the assigning Party and the assignee in which the assignee affirmatively agrees to accept and fully perform all of the assigning Party's duties, obligations, responsibilities and liabilities under this Agreement,

(c) For purposes of this Agreement, the term **Owner** shall mean 705 LimmerLoop JV, LLC, a Texas limited liability company, with offices located at 13018 Research Blvd, Suite A., Austin, Texas 78750, and its respective successors and designated assigns. Upon sale, transfer or conveyance of all or any portion of the Property by Owner to a designated third party owner/developer, the duties and obligations of the Owner, as it relates to the respective Property being sold, shall be assigned to and assumed by the new owner/developer, and upon such sale and assignments of the duties, obligations, responsibilities and liabilities hereunder, the

respective selling or assigning Owner shall have no further liability relating to the respective Property so sold and conveyed.

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

1.04 All obligations under this Agreement are performable in Williamson County, Texas, and venue for any action shall be in Williamson County.

1.05 This Agreement, including the terms of the RR Agreement appended hereto as Exhibit B, constitutes the sole and only agreement of the Parties hereto and supersedes any prior understandings or written or oral agreements between the Parties respecting the subject matter.

IN WITNESS HEREOF, the Parties have executed this Development Agreement in two (2) counterparts, each of which will be deemed an original, on this the____day of June, 2025.

SIGNATURE PAGES FOLLOW

Owner:

705 LIMMERLOOP JV, LLC,
a Texas limited liability company

By: _____
Name: James Kandasamy
Title: Manager

Owner's Address:

13018 Research Blvd
Suite A
Austin, Texas 78750

Williamson County, Texas

By: _____
Steven Snell, County Judge

County's Address:

405 Martin Luther King Street
Georgetown, TX 78626-4901

Attest:

_____
Nancy E. Rister, County Clerk

For the County, Approved as to Form:

_____
Dee Hobbs, County Attorney

Table of Exhibits

Exhibit	Description
A	Metes & Bounds Description of the Property
B	Executed Round Rock Development Agreement
C	Property Vicinity Site Map Identifying the Connection Point to City's Wastewater System
D	Plat Depicting Location of Potential Pedestrian Access to be Proposed to Hutto ISD
E	Plat Depicting Location of Potential Entrance Turning Lanes for School/Property to be Proposed to Hutto ISD
F	Plat Depicting Alternative Location of Potential Entrance to Owners Property from Limmer Loop Frontage, Including Right and Left Turn Lanes.
G	Concept Plan for Property

EXHIBIT "A" PROPERTY DESCRIPTION

19.400 ACRES OUT OF THE WILLIAM DUNN SURVEY, ABSTRACT NO. 196, SITUATED IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 27.89 ACRE TRACT CONVEYED TO O'BARR ROST, BY DEED OF RECORD IN DOCUMENT NO. 2005020886, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 19.400 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a 1/2-inch iron rod found at the northeast corner of said 27.89 acre tract,being a southeast corner of that certain 24.953 acre tract conveyed to Hutto Independent School District, by Deed of record in Document No. 2006092942, of said Official Public Records, also being the southwest corner of that certain 10.023 acre tract conveyed to 5000 Limmer Loop Investments LLC, by Deed of record in Document No. 2020166901, of said Official Public Records, also being the northwest corner of that certain 20.408 acre tract conveyed to 5000 Limmer Loop Investments LLC, by Deed of record in Document No. 2020166900, of said Official Public Records, for the northeasterly corner hereof;

THENCE, along the west line of said 20.408 acre tract, being the east line of said 27.89 acre tract, the following two (2) courses and distances:

1. S21°30'21"E, a distance of 711.55 feet to a1/2-inch iron rod with "Dashner RPLS 5901" stainless steel cap set, for an angle point;

2. S21°37'37"E, a distance of 75.83 feet to a 1/2-inch iron rod with "Dashner RPLS 5901" stainless steel cap set, for the most easterly southeast corner hereof;

THENCE, leaving the west line of said 20.408 acre tract, over and across said 27.89 acre tract, the following two (2) courses and distances:

1. S75°25'32"W, a distance of 109.89 feet to a1/2-inch iron rod found, for an angle point;

2. S03°08'47"E, a distance of 11.54 feet to a 1/2-inch iron found at an angle point on an interior line of said 27.89 acre tract, being the northeast corner of that certain 2.488 acre tract conveyed to Juan Arriaga and Guadalupe Montes, by Deed of record in Document No. 2021043825, of said Official Public Records, for an angle point;

THENCE, continuing over and across said 27.89 acre tract, along the north and west lines of said 2.488 acre tract, the following four (4) courses and distances:

1. S75°26'21"W, a distance of 331.14 feet to a 1/2-inch iron rod found at the northwest corner of said 2.488 acre tract, for an angle point;

2. S07°35'48"W, a distance of 253.86 feet to a 1/2-inch iron rod with "Dashner RPLS 5901" stainless steel cap set, for an angle point;

3. N87°20'53"E, a distance of 97.02 feet to a 1/2-inch iron rod with "Dashner RPLS 5901" stainless steel cap set, for an angle point;

4. S28°03'38"W, a distance of 326.25 feet to a 1/2-inch iron rod with "Dashner RPLS 5901" stainless steel cap set at the northeast corner of that certain 0.036 acre tract conveyed to Williamson County, by Deed of record in Document No. 2007005127, of said Official Public Records, being in the north right-of-way line of Limmer Loop, for the most southerly southeast corner hereof;

THENCE, continuing over and across said 27.89 acre tract, along said north right-of-way line and the north line of said 0.036 acre tract, the following two (2) courses and distances:

1. Along a non-tangent curve to the right, having a radius of 3960.00 feet, a central angle of 00°55'41", an arc length 64.14 feet, and a chord which bears N89°35'09"W, a distance of 64.14 feet to a 1/2-inch iron rod with "Dashner RPLS 5901" stainless steel cap set at the end of said curve; 2. N89°27'18"W, a distance of 101.30 feet to a 1/2-inch iron rod with "Dashner RPLS 5901" stainless steel cap set at the northwest corner of said 0.036 acre tract, being in the west line of said 27.89 acre tract, also being a southeast line of said 24.953 acre tract, for the southwesterly corner hereof;

   THENCE, N21°38'56"W, along a southeast line of said 24.953 acre tract, being the west line of said 27.89 acre tract, a distance of 1224.55 feet to a 1/2-inch iron rod with "Dashner RPLS 5901" stainless steel cap set, for the northwesterly corner of said 27.89 acre tract and hereof;

   THENCE, N73°31'38"E, along a southeast line of said 24.953 acre tract, being the north line of said 27.89 acre tract, a distance of 880.88 feet to the POINT OF BEGINNING, and containing 19.400 acres (845,074 square feet) of land, more or less.

NOTE: THE COMPANY IS PROHIBITED FROM INSURING THE AREA OR QUANTITY OF THE LAND DESCRIBED HEREIN. ANY STATEMENT IN THE LEGAL DESCRIPTION CONTAINED IN SCHEDULE "A" AS TO AREA OR QUANTITY OF LAND IS NOTA REPRESENTATION .THATSUCH AREA OR QUANTITY IS CORRECT, BUT IS MADE ONLY FOR INFORMAL IDENTIFICATION PURPOSES AND DOES NOT OVERRIDE ITEM 2 OF SCHEDULE "B" HEREOF.

For Informational Purposes only; More commonly known as

705 LIMMER LOOP HUTTO, TEXAS 78634

Exhibit B

ROUND ROCK TEXAS
ADMINISTRATION

Mayor
Craig Morgan

Mayor Pro-Tem
Kristin Stevens

Councilmembers
Michelle Ly
Rene Flores
Melissa Fleming
Frank Ortega
Hilda Montgomery

City Manager
Laurie Hadley

City Attorney
Stephanie L. Sandre

June 14, 2024

705 Limmer Loop JV LLC
Attn: James Kandasamy, Manager
13018 Research Blvd., Suite A
Austin, TX 78750

Dear Mr. Kandasamy,

On June 13, 2024, the Round Rock City Council approved Resolution No. R-2024-136 which approved the Development Agreement between 705 Limmer Loop JV LLC and the City of Round Rock. Texas.

Enclosed is a fully executed original for your files. If you have any questions, please feel free to contact Bradley Dushkin, Director of Planning and Development Services at 512-671-2728.

Sincerely,

Christina Stewart
City Clerk's Office

cc: R-2024-136

DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement"), is made and entered by and between **705 Limmer Loop JV, LLC**, a Texas limited liability company, with offices located at 13018 Research Blvd, Suite A. Austin, Texas 78750, referred to herein as the "Owner," and the **City of Round Rock, Texas**, a home-rule municipality located in Williamson and Travis Counties, State of Texas, referred to herein as the "City." The Owner and the City are hereinafter referred to collectively as the "Parties," or individually as a "Party."

RECITALS:

WHEREAS, the Owner is the record title holder of the property at 705 Limmer Loop Hutto, Texas 78634, and described as 19.39 acres of land, more or less, in Williamson County, Texas, as shown in the attached Exhibit "A" (the "Legal Description"), incorporated herein by reference for all purposes (the "Property"), and

WHEREAS, the City has determined that it is desirable for the Property to be developed as described herein and to receive wastewater service within the Property from the City notwithstanding the fact that the Property is located adjacent to but outside the City's corporate limits and certificated service area, and

WHEREAS, the City does not have an existing Out-of-City Wastewater Service Agreement with the Owner to provide wastewater service to the Property, and

WHEREAS, the Owner and the City desire to enter into this Agreement to formalize the terms by which the Property will be developed and the terms in which the City will provide up to one hundred forty-two (142) living unit equivalents ("LUEs") of wastewater service to the Property, and

WHEREAS, on November 1, 2023, the Owner petitioned the City of Hutto for release from the Hutto ETJ (Extra Territorial Jurisdiction) pursuant to Sections 42.101 through 42.105, Tex. Local Gov't Code, to facilitate inclusion in the City of Round Rock's ETJ and eventual annexation; and

WHEREAS, Hutto failed to act to grant the Petition so the release from the ETJ became effective by operation of law following the 45th day, December 17, 2023, pursuant to Section 42.105 (d), Tex. Local Gov't Code, and

WHEREAS, pursuant to the Zoning and Development Code, Chapter 4, Article VI, Sec. 4-80, Code of Ordinances (2018 Edition), City of Round Rock, Texas, the City Council hereby determines that there is adequate capacity of wastewater treatment services available for the purpose of servicing the Property without impairing services within the City;

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

R-2024-136

Part A. **Provisions Related to Retail Wastewater Services:**

Article I. Customer's Obligations Under this Agreement

1.01 Owner shall be required to construct and install a standard wastewater service line which will connect with the City wastewater line in the location shown on Exhibit "B." Owner's line shall be designed and constructed to engineering specifications required by the City to ensure compatibility with the City's wastewater system.

1.02 Once the Owner's wastewater line connection design has been approved by the City via Building Permit in accordance with the City's adopted regulations, the Owner shall construct said connection. Once this connection has received a passing inspection by the City, the Owner shall dedicate the portion of the wastewater line from the point of connection to the City's line up to the meter on the Property by recorded conveyance and utility easement to the City. The City shall thereafter assume responsibility for the operation and maintenance of the Owner's wastewater line connection up to the meter.

1.03 Owner shall be responsible for securing sufficient rights allowing for the construction, installation, operation, maintenance, inspection, reconstruction, enlargement, relocation, rebuilding, repairing, and removal of a wastewater system and lines, together with all necessary lines, pipes, conduits, manholes, ventilators, and other equipment, improvements, accessories and appurtenances or operations thereto, in, upon, over, under, above and across any necessary areas of private or public property to connect to the City's wastewater line. Such rights shall not conflict with any existing easements held by the City.

1.04 Owner shall comply with all requirements of the Zoning and Development Code, Chapter 4, Article VI, Sec. 4-80, Code of Ordinances (2018 Edition), City of Round Rock, Texas, regarding the furnishing of sewer services outside the city limits. Failure to comply with any of these requirements shall give the City the option of terminating this Agreement after providing Owner with written notice of the alleged violation and Owner's failure to cure or commence steps to cure within thirty (30) calendar days of receipt of the Notice.

1.05 Owner agrees that in the event the Property becomes contiguous with the City limits of Round Rock, Texas, and meets all requirements of annexation, the owner of the Property shall promptly apply for annexation into the City following receipt of written request and instructions from the City, and cooperate fully with the annexation of the Property into the City and any zoning requirements of the City.

Article II. Provision of Wastewater Services

2.01 The City agrees to provide Owner wastewater service as required by Owner for domestic use on an as needed basis for the Property for up to one hundred forty-two (142) Living Unit Equivalents ("LUEs").

2.02 The wastewater service to be provided herein is exclusively for the Property as defined herein and described in Exhibit "A," and no other property.

Article III. Rates and Fees

3.01 Prior to connecting to the City's wastewater system, Owner agrees to pay the City a one-time wastewater connection fee of four hundred fourteen thousand, seven hundred eighty-two dollars ($414,782.00) based upon 142 LUEs at $2,921.00 each, and any associated inspection fees. Any additional service resulting from future additions built on the Property shall require Owner to pay additional fees in amounts set forth in Zoning and Development Code, Chapter 4, Article VI, Sec. 4-82, Code of Ordinances (2018 Edition), City of Round Rock, Texas, as may be amended from time to time.

3.02 Owner agrees to pay the City for all wastewater services provided to Owner at the rate authorized by Chapter 44, Article II, Sec. 4-34, Code of Ordinances (2018 Edition), City of Round Rock, Texas, as amended from time to time, applicable to customers located outside the corporate limits of the City. Consistent with that provision, the volume charge shall be the rate for residential customers located outside the corporate limits of the City. Because the Property is served with water from Jonah SUD, the wastewater service will be calculated based on the Owner's average water consumption for December, January, and February of each winter, as determined from Jonah SUD's water bills. Owner agrees to provide the City with copies of the aforesaid bills by April 1, of each year.

3.03 The City shall render monthly bills to Owner for wastewater services. Payment shall be made no later than the sixteenth (16^{th}) day following the postmark date of the mailing of the bill. Failure by Owner to make a payment when and as specified will give the City the option to terminate all obligations of the City under this Agreement, following the City's providing written notice of default to the Owner (the "Default Notice") and Owner's failure to cure the default within five (5) business days of the date of receipt of the Default Notice.

3.04 Owner shall be subject to the penalty provisions for late payment as now exist in Chapter 44, Code of Ordinances (2018 Edition), City of Round Rock, Texas, and as may be amended from time to time.

Article IV. Compliance with Ordinances

4.01 Owner agrees to comply with all of the City's ordinances as they now exist or may be amended from time to time regarding the sanitary use of the wastewater treatment system.

4.02 Owner agrees to pay the one-time wastewater connection fee as set forth in Section 3.01 of this Agreement, and to pay all other fees applicable to wastewater service.

4.03 Owner agrees and understands that the City's willingness to provide wastewater service to the Property is expressly contingent on the Property being used for residential purposes. Owner shall not change or expand the existing uses without the express written consent of the City, which may be withheld for any reason. Any change or expansion of uses without the consent of the City will give the City the option of terminating this Agreement.

4.04 Owner agrees that it will comply with all of the applicable City ordinances regarding subdivision, zoning, development, and building permits as set forth herein.

Article V. Force Majeure

5.01 In the event either Party is rendered unable, wholly or in part, by force majeure to carry out any of its obligations under this Agreement, then the obligations of that Party, to the extent affected by the force majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of the inability. The cause, as far as possible, shall be remedied with all reasonable diligence. The term "force majeure" includes acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, orders of the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and people, civil disturbances, explosions, breakage or accidents to equipment, pipelines, or canals, partial or entire failure of water supply, and any other inabilities of either Party, whether similar to those enumerated or otherwise, that are not within the control of the Party claiming the inability and that could not have been avoided by the exercise of due diligence and care. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the Party having the difficulty and that the requirement that any force majeure be acceding to the demands of the opposing party if the settlement is unfavorable to it in the judgment of the Party having the difficulty. Force majeure shall relieve City from liability to Owner for failure to provide wastewater service due to an inability covered by this article. Force majeure shall not relieve Owner of its obligation to make payments to City as provided in this Agreement.

Article VI. Term

6.01 The term of this Agreement shall be for a term of twenty (20) years from the date hereof.

6.02 This Agreement for wastewater service to the Property shall become null and void upon the annexation of the Property by the City. Post-annexation the City shall provide wastewater service to the Property as an in-City customer.

Part B. Development Plan

Article I. General Provisions

1.01 **Conformity With Development Standards.** All uses and development within the Property shall conform to the Development Standards included in Article II of Part B., below.

1.02 **Changes And Modifications.** No changes or modifications will be made to the terms and conditions of this Development (the "Plan") unless all provisions pertaining to changes or modifications are specifically stated in Article II below.

1.03 **Zoning Violation.** Owner understands that any zoning violation shall be considered a material breach of this Agreement.

1.04 Miscellaneous Provisions.

1.04.1 Severability

In case one or more provisions contained of this Plan are deemed invalid, illegal, or unenforceable in any respect such invalidity, illegality or unenforceability shall not affect any other provisions of this Plan and in such event, this Plan shall be construed as if such invalid, illegal or unenforceable provision had never been contained in this Plan.

1.04.2 Venue

All obligations of the Plan are performable in Williamson County, Texas, and venue for any action shall be in Williamson County.

1.04.3 Effective Date

This Plan shall be effective from and after the date of approval of this Agreement by the City Council.

Article II. Development Standards

2.01 Definitions.

Words and terms used herein shall have their usual force and meaning, or as defined in the City of Round Rock Code of Ordinances, as amended, hereinafter referred to as "the Code."

2.02 Property; Legal Lot.

2.02.1 Legal Description

This Plan covers approximately 19.39 acres of land and more particularly described in **Exhibit "A."**

2.02.2 Legal Lot

The Parties acknowledge and agree that the Property is configured as a "legal lot" and, as such, the City agrees that upon annexation of the Property as contemplated by Article I, Section 1.05, of Part A. of this Agreement, the Property is not, and shall not, be subject to mandatory platting requirements under either Chapters 212 or 232, Tex. Local Gov't Code, or any City ordinances; **PROVIDED, HOWEVER,** that Owner in its sole discretion may further subdivide the Property by filing appropriate applications and site plans for the City's review and approval, or submit a final plat to the appropriate governing body.

2.02.3 Preliminary Site Development

The Parties agree that the need, if any, for the Property to undergo a Preliminary Site Development Permit process will be addressed at the pre-submittal meeting.

Assuming the concept plan for the Property is sufficient, the Parties agree that the Preliminary Site Development Permit process can be waived for this Property.

2.03 Purpose.

The purpose of this Plan is to ensure a residential development that: 1) is equal to, superior than and/or more consistent than that which would occur under the standard ordinance requirements, 2) is in harmony with the General Plan, as amended, 3) does not have an undue adverse effect upon adjacent property, the character of the neighborhood, traffic conditions, parking, utilities or any other matters affecting the public health, safety and welfare, 4) is adequately provisioned by essential public facilities and services, and 5) will be developed and maintained so as not to dominate, by scale or massing of structures, the immediate neighboring properties or interfere with their development or use.

2.04 Applicability Of City Ordinances.

2.04.1 Zoning Ordinance

All aspects not specifically covered by this Plan shall be regulated by the **TH (Townhouse)** zoning district, as amended. If there is a conflict between this Plan and the Code, this Plan shall supersede the specific conflicting provisions of the Code.

2.04.2 Other Ordinances

All other Ordinances within the Code, as applicable and as amended, shall apply to the Property, except as clearly modified by this Plan. In the event of a conflict, the terms of this Plan shall control.

2.05 Project Overview.

2.05.1 Land Use:

(a) The residential housing type shall be single family attached or detached units on a common lot, with each dwelling unit having a private external entrance, private parking, and a private yard area.

(b) A maximum of 200 units shall be allowed.

2.06 Development Standards.

2.06.1 Garage Door Treatment

An upgraded garage door, defined as a metal door with the addition of window panels, a faux wood garage door with decorative hardware, or a wood clad garage door, shall be required.

2.06.2 Yard Fencing

(a) Single family unit fencing shall be constructed of the following materials: brick, stone, reinforced concrete, decorative masonry, wrought iron, tubular steel, redwood, or cedar with a picket size of 1" x 6" with metal posts and treated rails, or other equivalent materials approved by the Zoning Administrator.

(b) All fences shall provide a finished face to abutting drive aisles.

(c) Fences shall not conflict with sight visibility triangles at drive aisle intersections or obstruct views from adjacent driveways.

(d) Fence posts for all new fences shall be constructed of rust-resistant metal parts, concrete based masonry, or concrete pillars of sound structural integrity.

(e) Fence posts and fence panels for non-wood fences shall be capped.

(f) Maximum fence height: six (6) feet.

2.06.3 Perimeter Fencing

A subdivision wall, in compliance with Section 4-30 of the Code, shall be constructed along perimeter of the Property except for the Limmer Loop frontage of the Property, as indicated on **Exhibit "C"**.

2.07 Building Setbacks & Separation.

2.07.1 Building separation shall be a minimum of 6 feet, measured from roof eave to roof eave, or a minimum of 3 feet, measured from the assumed lot line to the roof eave, unless the eaves are one hour fire-rated and the decking is fire retardant for the length of the roof or as otherwise approved by the building official.

2.07.2 The minimum building setback from any property boundary shall be 10 feet.

2.08 Private Drive Aisles; Alleys.

2.08.1 A minimum width of 26 feet from 'face of curb' to 'face of curb.'

2.08.2 Private drive aisles will be constructed according to the currently adopted City of Round Rock Transportation Criteria Manual for the purposes of pavement design including but not limited to, geotechnical reports, asphalt thickness, flexible base type and thickness, and subgrade preparation and thickness.

2.09 Design Features.

On two story homes with a rear side facing any property boundary, the following shall be required on the second-floor elevation:

2.09.1 One window enhancement from the following list:

(a) Shutters

(b) Awnings or shed roofs

(c) Window trim

(d) Arch windows

2.09.2 One design feature from the following list:

(a) Board and batten siding

(b) Balcony

(c) Building offset

(d) Box window

2.10 Parking.

2.10.1 A total of four (4) resident parking spaces per unit are required:

(a) 2 garage enclosed parking spaces

(b) 2 parking spaces located in front of the garage and outside of the private access drive

2.10.2 Guest parking shall be provided on the basis of a minimum of one (1) guest parking space for every ten (10) residential buildings.

2.11 Amenities Requirement.

A total of four (4) amenities accessible to all residents shall be provided. Amenities shall be chosen from the list contained in Section 2-20(f) of the City Code.

- Fenced Dog Park
- Swimming Pool
- Picnic Area 1
- Picnic Area 2

2.12 Park Land Requirement.

In lieu of any parkland dedication from the Property, Owner agrees to pay the City the Parkland Impact Fee of four thousand dollars per acre ($4,000.00/acre) commensurate with the tract acreage within the Development.

2.13 Protected Tree Size.

Trees having a diameter of 20 inches, or more, are protected trees for the purpose of applying Chapter 8, Article III – Tree Protection and Preservation.

2.14 Landscaping.

The landscape development standards outlined in Section 46-195, Landscaping, shall apply, with the following modifications:

2.14.1 All development areas, including residential, which include turf shall utilize Drought Tolerant Turf Grasses, as defined by the Code.

2.14.2 Plant material shall be of a native and/or adapted species, including those selected from *Native and Adapted Landscape Plants, an Earth-Wish Guide for Central Texas*, created by the Texas Cooperative Extension, Grow Green and the Lady Bird Johnson Wildflower Center.

2.14.3 Each single family attached dwelling unit shall be provided with a minimum of one (1) tree two-inch (2") caliper large species trees, whether through the preservation of existing trees or planting of two-inch (2") caliper container-grown trees.

2.15 Changes to Development Plan.

2.15.1 Minor Changes

Minor changes to this Plan which do not substantially and adversely change this Plan may be approved administratively by the Director of Planning and Development Services.

2.15.2 Major Changes

All changes not permitted above at the sole discretion of the Director of Planning and Development Services shall require an amendment to this Agreement.

2.16 Roadway Improvement Fee.

Owner agrees to pay the City a roadway improvement fee, in lieu of constructing roadway improvements or dedicating land from the Property, equal to seven hundred twenty-four thousand, four hundred seventy-four dollars ($724,474.00). Said payment to be made contemporaneously with the Owner's payment of its wastewater connection fee payment to the City.

2.17 Inspections/Compliance Letters.

Owner shall, at its sole cost, cause the Development, and all onsite improvements and infrastructure facilities, to be designed, engineered, and constructed according to City development requirements as stated herein. This includes all residential structures and units, which shall comply with the latest version of the International Building Code as adopted by the City prior to occupancy.

During the course of construction, the Owner shall, at its sole cost, engage a duly licensed and qualified inspector (the "Inspector") to inspect the ongoing construction and certify to the City the Owner's compliance with all development standards included in this agreement and the International Building Code. Upon completion of construction, the Owner shall cause its Inspector or Engineer to issue signed and sealed letters of conformance confirming the Development's compliance.

Part C. Miscellaneous Provisions Applicable to Both the Provision of Wastewater Services & Development Terms

1.01 Owner is prohibited from selling or giving wastewater service purchased herein to anyone else located outside of the Property.

1.02 Owner shall be permitted to assign its rights herein to a bona fide purchaser of the Property, or any portion of the Property, as long as the intended use of the service and the Property remains the same or similar.

1.03 This Agreement shall be construed under and in accordance with the laws of the State of Texas, and any and all actions brought to enforce the terms of this Agreement shall be brought in Williamson County, Texas.

1.04 (a) This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

(b) This Agreement shall be assignable by either Party with the consent of the other Party, which said consent shall not be unreasonably withheld, PROVIDED, that (i) the Assignee is qualified legally, financially and technologically to fulfill all of the duties, obligations, responsibilities and liabilities of the assignor, and (ii) the assigning Party presents the non-assigning Party with a fully executed copy of the assignment agreement between the assigning Party and the assignee in which the assignee affirmatively agrees to accept and fully perform all of the assigning Party's duties, obligations, responsibilities and liabilities under this Agreement,

(c) For purposes of this Agreement, the term **Owner** shall mean 705 Limmer Loop JV, LLC, a Texas limited liability company, with offices located at 13018 Research Blvd, Suite A., Austin, Texas 78750, and its respective successors and designated assigns. Upon sale, transfer or conveyance of all or any portion of the Property by Owner to a designated third party owner/developer, the duties and obligations of the respective Owner, as it relates to the respective Property being sold, shall be assigned to and assumed by the new owner/developer, and upon such sale and assignments of the duties, obligations, responsibilities and liabilities hereunder, the

respective selling or assigning Owner shall have no further liability relating to the respective Property so sold and conveyed.

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

1.06 This Agreement constitutes the sole and only agreement of the Parties hereto and supersedes any prior understandings or written or oral agreements between the Parties respecting the subject matter.

1.07 The violation by Owner of any of City's ordinances related to the use or disposition of wastewater, or to subdivision, zoning, development or building ordinances shall render this Agreement voidable at the option of City; provided the City gives written notice of the violation to Owner consistent with the requirements of A.I. 3.03 of this Agreement, and Owner fails to cure, or initiate good faith diligent efforts to cure within five (5) business days.

1.08 The Parties agree that the review of this Agreement and any required platting or permitting review can be accomplished concurrently to facilitate the efficient and timely completion of the objectives of this Agreement.

IN WITNESS HEREOF, the parties have executed this Development Agreement in two (2) counterparts, each of which will be deemed an original on this the 13th day of JUNE 2024.

SIGNATURE PAGES FOLLOW

Owner:

705 LIMMER LOOP JV LLC,
a Texas limited liability company

By: _____
Name: James Kandasamy
Title: Manager

Owner's Address:

13018 Research Blvd
Suite A
Austin, Texas 78750

City:

CITY OF ROUND ROCK, TEXAS

By: _____
Craig Morgan, Mayor

Attest:

_____
Meagan Spinks, City Clerk

For City, Approved as to Form:

_____
Stephanie L. Sandre, City Attorney

Table of Exhibits

Exhibit	Description
A	Metes & Bounds Description of the Property
B	Property Vicinity Site Map Identifying the Connection Point to City's Wastewater System
C	Concept Plan for Property

EXHIBIT A

Metes & Bounds Description of the Property

EXHIBIT "A" PROPERTY DESCRIPTION

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BEGINNING, at a 1/2-inch iron rod found at the northeast corner of said 27.89 acre tract,being a southeast corner of that certain 24.953 acre tract conveyed to Hutto Independent School District, by Deed of record in Document No. 2006092942, of said Official Public Records, also being the southwest corner of that certain 10.023 acre tract conveyed to 5000 Limmer Loop Investments LLC, by Deed of record in Document No. 2020166901, of said Official Public Records, also being the northwest corner of that certain 20.408 acre tract conveyed to 5000 Limmer Loop Investments LLC, by Deed of record in Document No. 2020166900, of said Official Public Records, for the northeasterly corner hereof;

THENCE, along the west line of said 20.408 acre tract, being the east line of said 27.89 acre tract, the following two (2) courses and distances:

1. S21°30'21"E, a distance of 711.55 feet to a1/2-inch iron rod with "Dashner RPLS 5901" stainless steel cap set, for an angle point;

2. S21°37'37"E, a distance of 75.83 feet to a 1/2-inch iron rod with "Dashner RPLS 5901" stainless steel cap set, for the most easterly southeast corner hereof;

THENCE, leaving the west line of said 20.408 acre tract, over and across said 27.89 acre tract, the following two (2) courses and distances:

1. S75°25'32"W, a distance of 109.89 feet to a1/2-inch iron rod found, for an angle point;

2. S03°08'47"E, a distance of 11.54 feet to a 1/2-inch iron found at an angle point on an interior line of said 27.89 acre tract, being the northeast corner of that certain 2.488 acre tract conveyed to Juan Arriaga and Guadalupe Montes, by Deed of record in Document No. 2021043825, of said Official Public Records, for an angle point;

THENCE, continuing over and across said 27.89 acre tract, along the north and west lines of said 2.488 acre tract, the following four (4) courses and distances:

1. S75°26'21"W, a distance of 331.14 feet to a 1/2-inch iron rod found at the northwest corner of said 2.488 acre tract, for an angle point;

2. S07°35'48"W, a distance of 253.86 feet to a 1/2-inch iron rod with "Dashner RPLS 5901" stainless steel cap set, for an angle point;

3. N87°20'53"E, a distance of 97.02 feet to a 1/2-inch iron rod with "Dashner RPLS 5901" stainless steel cap set, for an angle point;

4. S28°03'38"W, a distance of 326.25 feet to a 1/2-inch iron rod with "Dashner RPLS 5901" stainless steel cap set at the northeast corner of that certain 0.036 acre tract conveyed to Williamson County, by Deed of record in Document No. 2007005127, of said Official Public Records, being in the north right-of-way line of Limmer Loop, for the most southerly southeast corner hereof;

THENCE, continuing over and across said 27.89 acre tract, along said north right-of-way line and the north line of said 0.036 acre tract, the following two (2) courses and distances:

1. Along a non-tangent curve to the right, having a radius of 3960.00 feet, a central angle of 00°55'41", an arc length 64.14 feet, and a chord which bears N89°35'09"W, a distance of 64.14 feet to a 1/2-inch iron rod with "Dashner RPLS 5901" stainless steel cap set at the end of said curve; 2. N89°27'18"W, a distance of 101.30 feet to a 1/2-inch iron rod with "Dashner RPLS 5901" stainless steel cap set at the northwest corner of said 0.036 acre tract, being in the west line of said 27.89 acre tract, also being a southeast line of said 24.953 acre tract, for the southwesterly corner hereof;

   THENCE, N21°38'56"W, along a southeast line of said 24.953 acre tract, being the west line of said 27.89 acre tract, a distance of 1224.55 feet to a 1/2-inch iron rod with "Dashner RPLS 5901" stainless steel cap set, for the northwesterly corner of said 27.89 acre tract and hereof;

   THENCE, N73°31'38"E, along a southeast line of said 24.953 acre tract, being the north line of said 27.89 acre tract, a distance of 880.88 feet to the POINT OF BEGINNING, and containing 19.400 acres (845,074 square feet) of land, more or less.

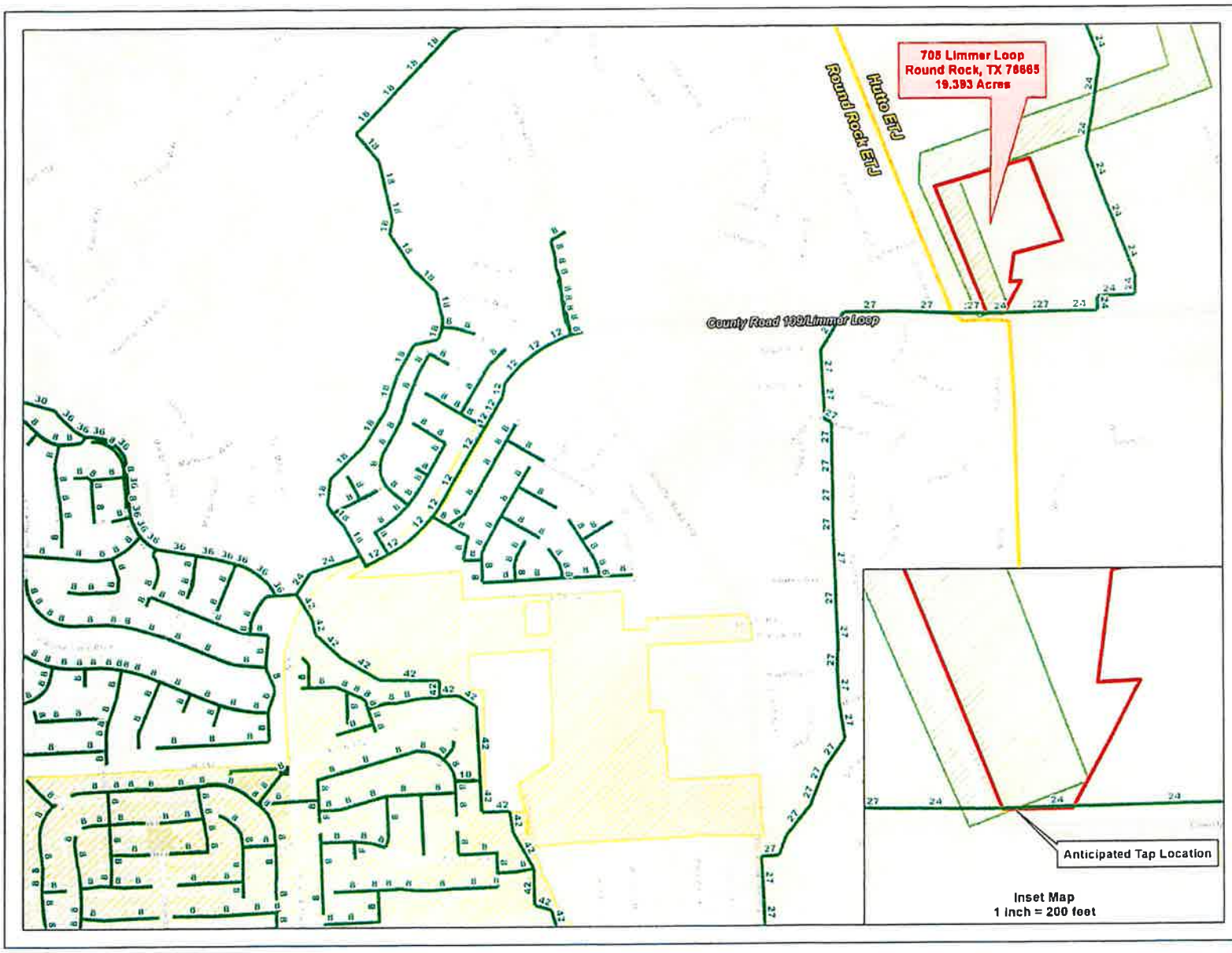
NOTE: THE COMPANY IS PROHIBITED FROM INSURING THE AREA OR QUANTITY OF THE LAND DESCRIBED HEREIN. ANY STATEMENT IN THE LEGAL DESCRIPTION CONTAINED IN SCHEDULE "A" AS TO AREA OR QUANTITY OF LAND IS NOTA REPRESENTATION THATSUCH AREA OR QUANTITY IS CORRECT, BUT IS MADE ONLY FOR INFORMAL IDENTIFICATION PURPOSES AND DOES NOT OVERRIDE ITEM 2 OF SCHEDULE "B" HEREOF.

For Informational Purposes only; More commonly known as

705 LIMMER LOOP HUTTO, TEXAS 78634

EXHIBIT B

Property Vicinity Site Map Identifying the Connection Point to City's Wastewater System





VICINITY MAP

Scale: 1 inch equals 5 miles

LEGEND

- Lift Stations
- Gravity Sewer Mains
- Force Mains
- Tract
- CIP - McNutt Creek WW Segment D2
- City Limits
- ETJ Boundary

ROUND ROCK SEWER MAP

705 LIMMERLOOP LLC
WILLIAMSON COUNTY

1 inch = 800 feet

Disclaimer: This product is offered for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property, governmental and/or political boundaries or related facilities to said boundary. No express warranties are made by Quiddity Engineering concerning the accuracy, completeness, reliability, or usability of the information included within this exhibit.

QUIDDITY
ENGINEERING

Path: C:\gis_data\projects\austin\round_rock\sewer.mxd Project Number: XXXXX-XXXX-XX Date: 10/3/2023 User Name: MJS

EXHIBIT C

Concept Plan for Property



SITE PLAN NOTES

MULTIFAMILY UNIT MIX

EVstudio

LIMMER LOOP BTR

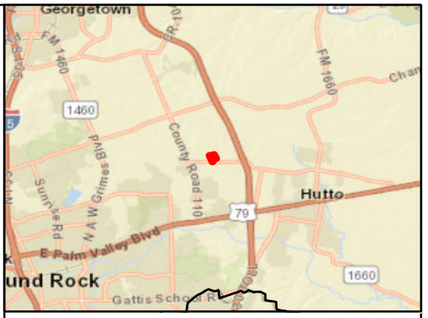
ROUND ROCK TX

AK23004

ARCHITECTURAL SITE PLAN

A100

Exhibit C



VICINITY MAP

Scale: 1 inch equals 5 miles

LEGEND

- Lift Stations
- Gravity Sewer Mains
- Force Mains
- CIP - McNutt Creek WW Segment D2
- Tract

ROUND ROCK SEWER MAP

705 LIMMERLOOP LLC
19.40 ACRES
WILLIAMSON COUNTY

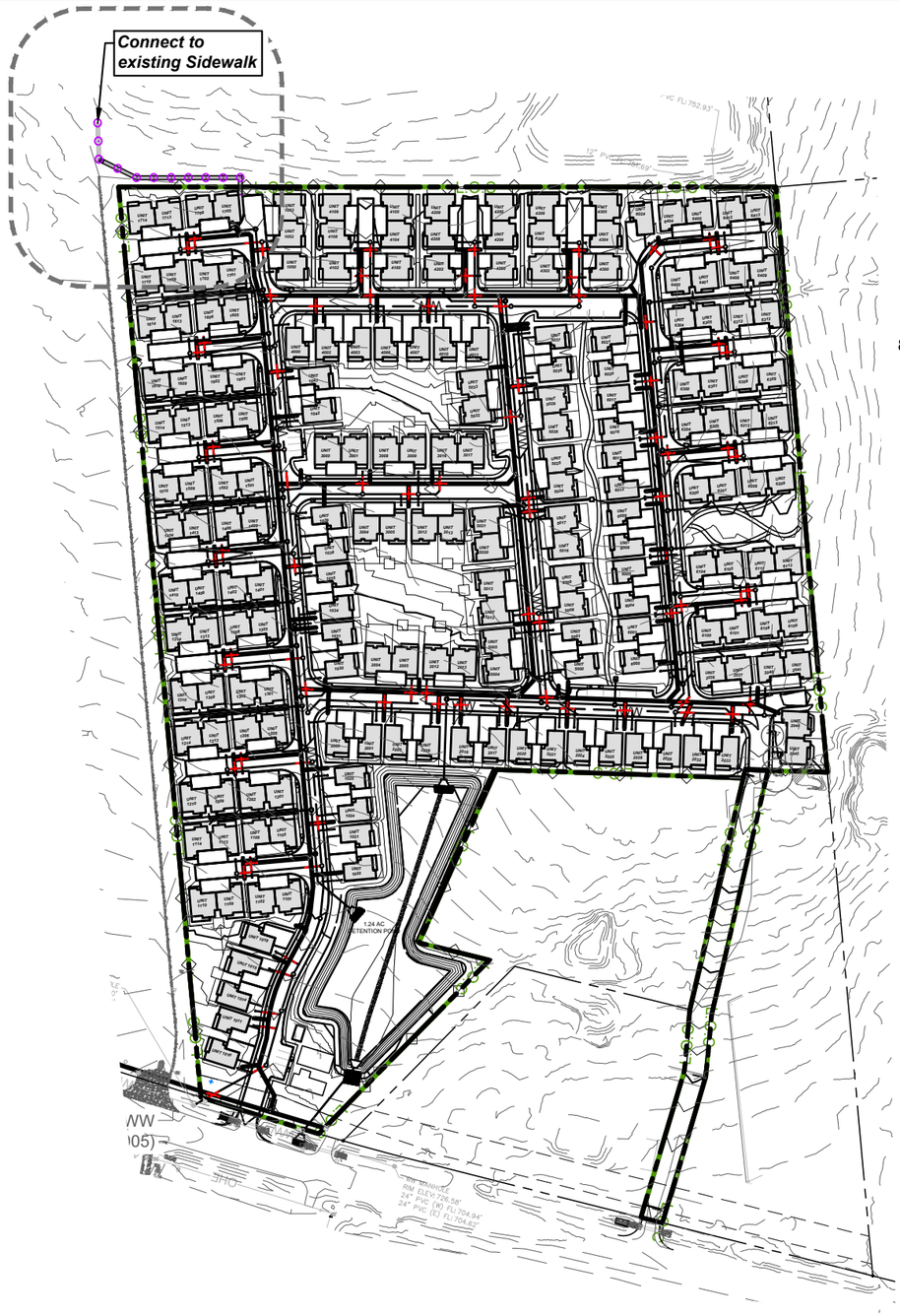
N
W E
S

1 inch = 800 feet

Disclaimer: This product is offered for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property, governmental and/or political boundaries or related facilities to said boundary. No express warranties are made by Quiddity Engineering concerning the accuracy, completeness, reliability, or usability of the information included within this exhibit.

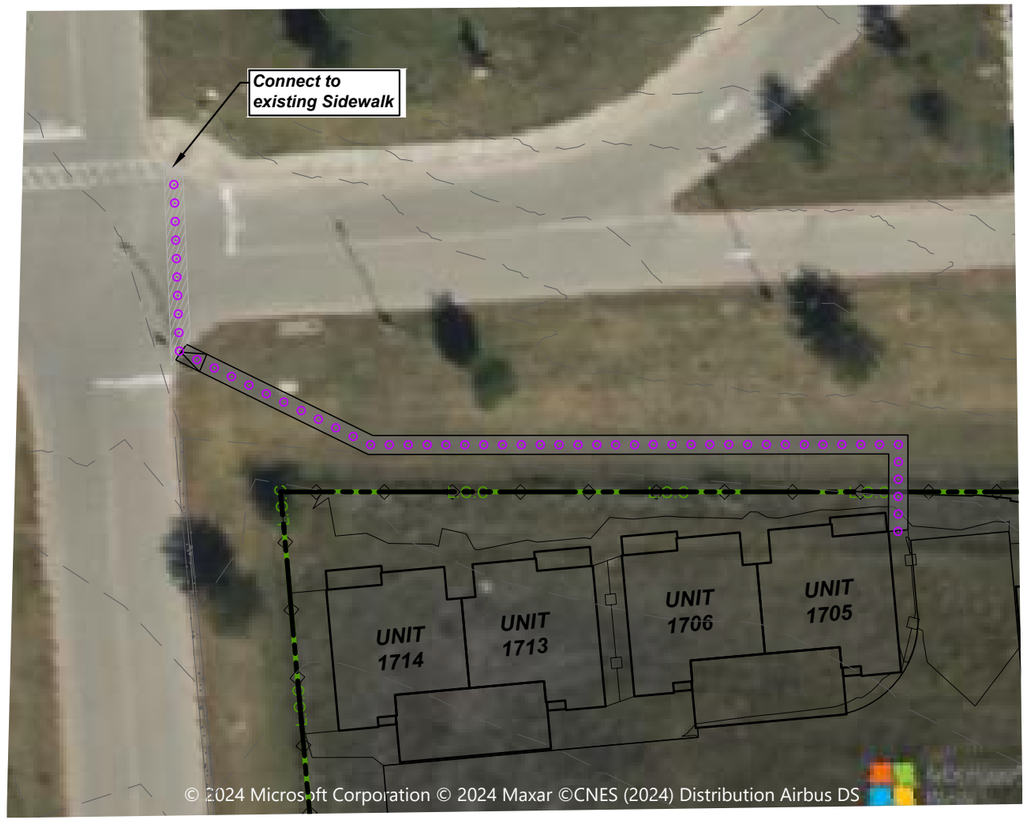
QUIDDITY
ENGINEERING
Texas Board of Professional Engineers Registration No. F-23290

Path: C:\gis_data\projects\austin\round_rock\sewer.mxd Project Number: XXXXX-XXXX-XX Date: 9/13/2022 User Name: MJS



80 0 40 80

SCALE: 1" = 80'



30 0 15 30

SCALE: 1" = 30'

Exhibit D

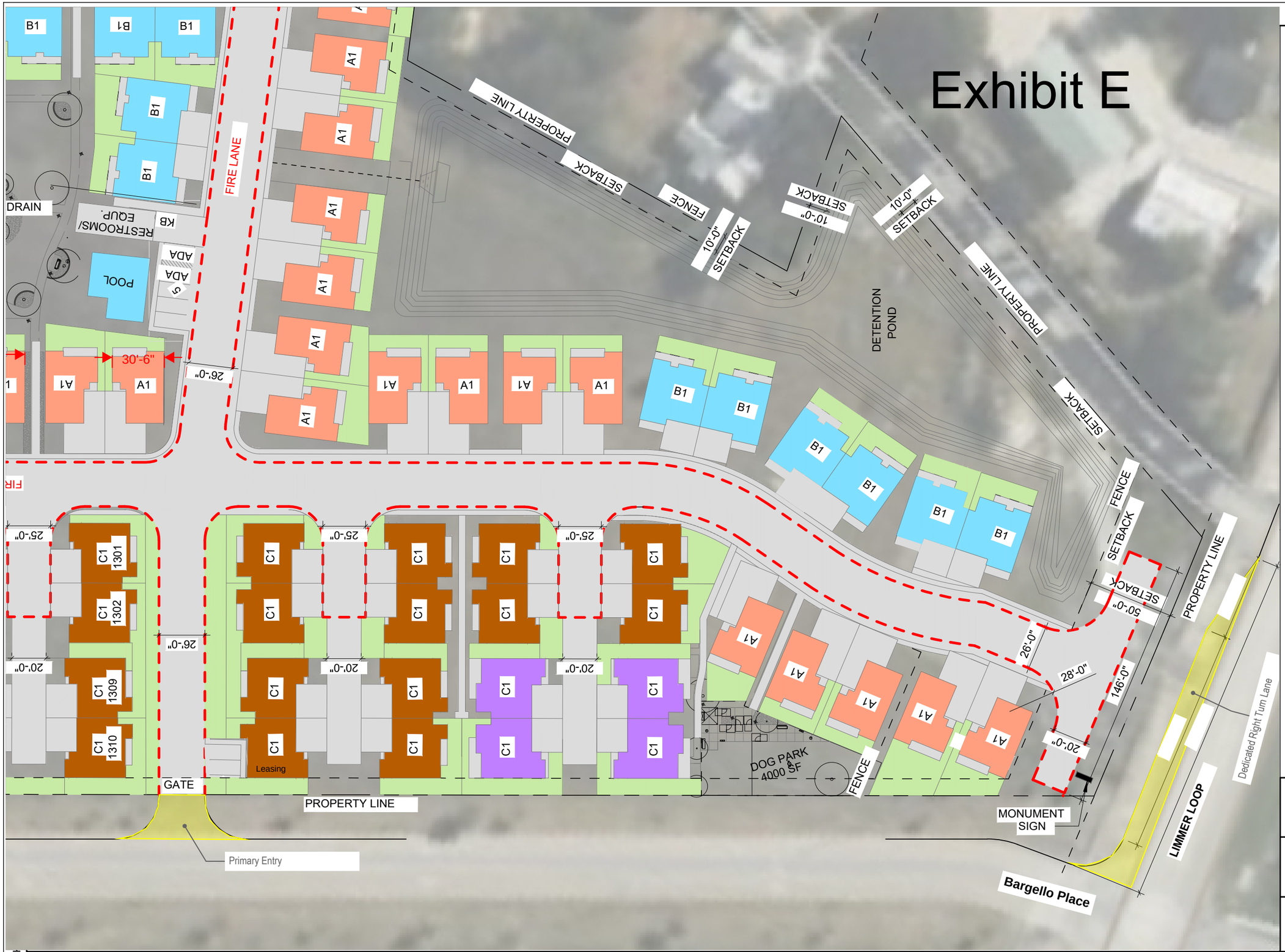
LIMMER LOOP TOWNHOMES

SIDEWALK EXHIBIT

QUIDDITY
Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100
101 E OLD SETTLERS BLVD, Suite 280 • ROUND ROCK, Texas 78665 • 512.441.9493

SCALE:	AS SHOWN
DATE:	12/11/2024
JOB NO:	17536-0003-01

Exhibit E



0' 20' 40' 80'

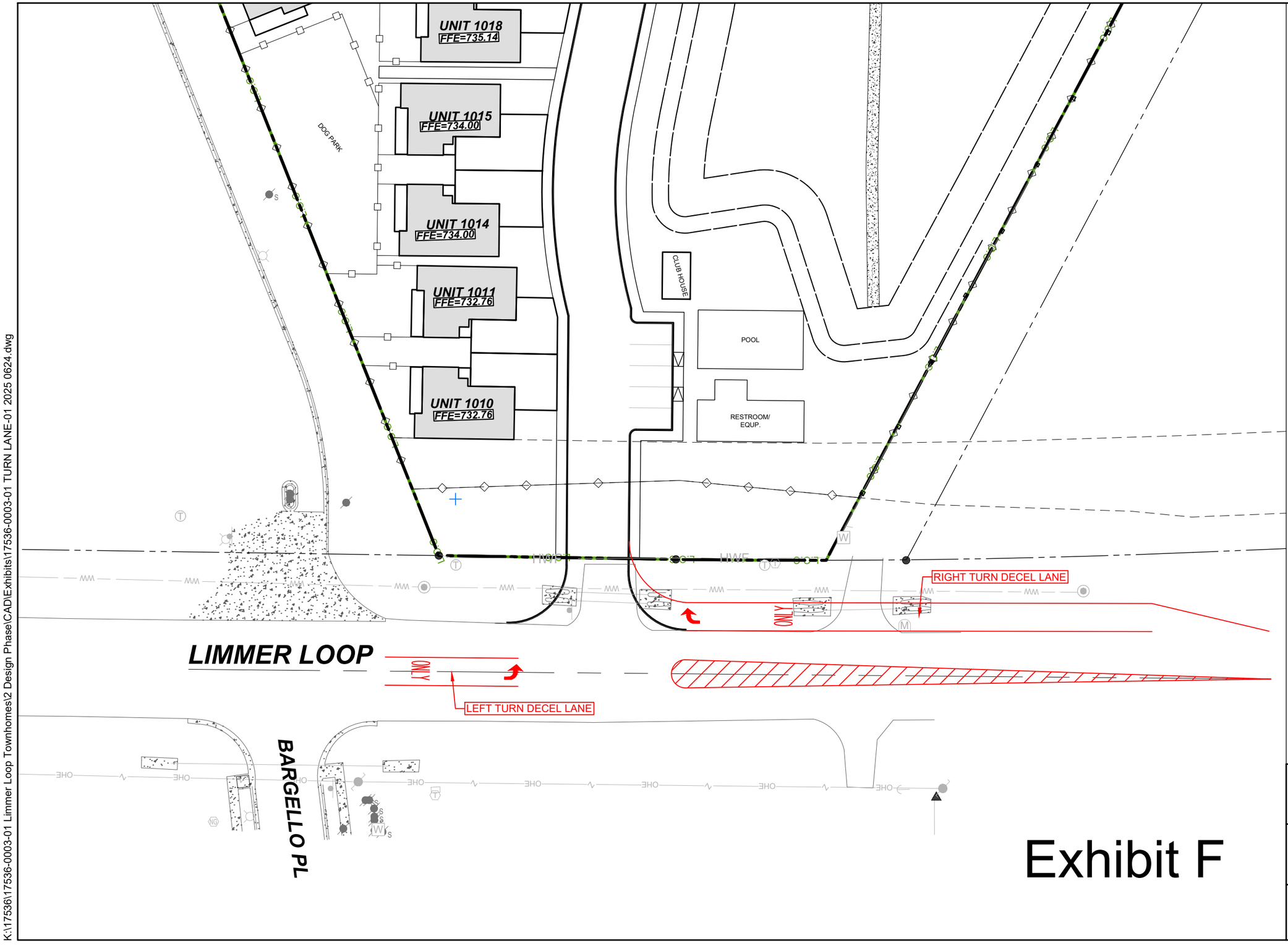
SCALE: 40'

Potential Entrance Turning Lanes for School/Property to be Proposed to Hutto ISD

QUIDDITY

Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100
101 E OLD SETTLERS BLVD, Suite 280 • ROUND ROCK, Texas 78665 • 512.441.9493

SCALE:	1" = 40'
DATE:	10/22/2024
JOB NO:	17536-0003-01



0' 20' 40' 80'

SCALE: 40'

LIMMER LP IMPROVEMENTS SHOWN ARE CONCEPTUAL ONLY. THE APPRPRIATE PLANNING AND ENGINEERING WILL BE COMPLETED PRIOR TO CONSTRUCTION.

LIMMER LOOP

LIMMER LP DIRECT ACCESS

QUIDDITY
Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100
101 E OLD SETTLERS BLVD, Suite 280 • ROUND ROCK, Texas 78665 • 512.441.9493

SCALE: 1" = 40'
DATE: 6/24/2025
JOB NO: 17536-0003-01

Exhibit F

K:\17536\17536-0003-01 Limmer Loop Townhomes\2 Design Phase\CADIExhibits\17536-0003-01 TURN LANE-01 2025 0624.dwg

Exhibit G



NORTH

1 SITE PLAN

N.T.S.

ZRC DESIGNS

www.zrcdesigns.net

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ZRC Designs, LLC.
1106 Oak Hurst Rd.
Unit #1
Austin, TX 78734
512.739.9553

PROGRESS PRINT
FOR INTERIM REVIEW ONLY. NOT INTENDED FOR CONSTRUCTION.

Achieve Investment Group

13018 RESEARCH BLVD.
SUITE A, AUSTIN, TX
78750

LIMMER LOOP BTR

573 LIMMER LOOP ROUND ROCK, TX

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REVISIONS

PROJECT NO.: 0-010

PRINT DATE: 2/10/25

DRAWN BY: ZRC

CHECKED BY: ZRC

SITE PLAN EXHIBIT

A1.00

Commissioners Court - Regular Session **58.**

Meeting Date: 07/01/2025

22IFB139 FM3349 at US79 - Change Order #23 (Force Account 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. 23 in the amount of $147,187.12 for Project 22IFB139 FM3349 at US79 (James Construction Group) P: 332 Funding Source: 2019 Road Bond in Commissioners Precinct 4.

Background

This Change Order compensates the Contractor for repairs to crash cushions damaged by the traveling public, locating existing utilities not shown in the plans, and performing pavement repairs at the UPRR crossover at US 79 and FM 3349 that have been damaged within the project limits. This Change Order also compensates the Contractor for off-duty police officers used for traffic control and lane closures. It also reimburses the Contractor for saw cutting and aligning Driveway No. 4 with RCR Taylor's newly placed driveway. This Change Order also corrects line-item numbers from previous Change Orders. Please see the attached Change Order for additional information.

This Change Order results in a net increase of $147,187.12 to the Contract amount, for an adjusted Contract total of $84,440,560.14. The original Contract amount was $81,941,038.13. As a result of this and all Change Orders to-date, $2,499,522.01 has been added to the Contract, resulting in an 3.05% net increase in the Contract cost. No additional days will be added to or deducted from the Contract as a result of this Change Order.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

22IFB139 FM3349 CO#23-FA

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	06/26/2025 03:17 PM
Form Started By: Julissa Vasquez		Started On: 06/24/2025 07:03 PM
Final Approval Date: 06/26/2025		

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 23

Contract Award Date:	9/13/2022
Project Number:	22IFB139
Funding Source:	P332
Roadway:	FM 3349
CSJ Number:	3486-01-008

Contractor: James Construction Group, LLC

NTP Required: ☐ Yes ☑ No

Project Name: FM 3349 at US 79

Change Order Work Limits: Sta. 418+23 to Sta. 547+00

Type of Change(on federal-aid non-exempt projects): Minor (Major/Minor)

Reasons: 2I (3 Max. - In order of importance - Primary first)

Describe the work being revised:

2. Differing Site Conditions (unforeseeable) 2I. Additional safety needs: This Change Order compensates the Contractor for repairs to crash cushions damaged by the traveling public, locating existing utilities not shown in the plans, and performing pavement repairs at the UPRR crossover at US 79 and FM 3349 that have been damaged within the project limits. This Change Order also compensates the Contractor for off-duty police officers used for traffic control and lane closures. It also reimburses the Contractor for saw cutting and aligning Driveway No. 4 with RCR Taylor's newly placed driveway. This Change Order also corrects line-item numbers from previous Change Orders.

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 10-17-25

By

Typed/Printed Name Joel Williams

Typed/Printed Title Division Manager

The following information must be provided

Time Ext. #: N/A Days added on this CO: 0

Amount added by this change order: $147,187.12

Original Contract Amount: $81,941,038.13

Total Change Orders To-Date: $2,499,522.01

Percent Change in Original Contract: 3.05%

RECOMMENDED FOR EXECUTION:

Senior Construction Engineer — 6/20/2025 Date

Program Manager — 6/24/2025 Date

N/A
3rd Party Signature — Date

RECOMMENDED FOR EXECUTION:

Department of Infrastructure
Williamson County — 6/24/2025 Date

APPROVED:

Presiding Officer of the
Williamson County Commissioners Court — Date

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 23 ***Project # 22IFB139***

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/
999 WC17	BRIDGE MOUNT LETTERING, SIGNS, ILLUMINATION, TRAFFIC CONTROL - 008	DOL	$167,583.65	1.00	$167,583.65	(1.00)	0.00	$0.00	($167,583.65)
999 WC18	BRIDGE MOUNT LETTERING, SIGNS, ILLUMINATION, TRAFFIC CONTROL- 008	DOL	$167,583.65	0.00	$0.00	1.00	1.00	$167,583.65	$167,583.65
999 WC02	COH DITCH ALIGNMENT -008	LS	$22,148.61	0.00	$0.00	1.00	1.00	$22,148.61	$22,148.61
999 WC07	FORCE ACCOUNT - LAW ENFORCEMENT -008	DOL	$1.00	0.00	$0.00	94,448.22	94,448.22	$94,448.22	$94,448.22
999 WC08	LOCATING EXISTING UTILITY LINE AT SBFR - 008	LS	$7,318.43	0.00	$0.00	1.00	1.00	$7,318.43	$7,318.43
999 WC10	LAW ENFORCEMENT -008	LS	$4,305.63	1.00	$4,305.63	(1.00)	0.00	$0.00	($4,305.63)
999 WC19	EXISTNG UPRR CROSSOVER REPAIR - 008	LS	$6,348.25	0.00	$0.00	1.00	1.00	$6,348.25	$6,348.25
530 WC02	NBFR DRIVEWAY 4 REALIGNMENT -008	LS	$1,820.97	0.00	$0.00	1.00	1.00	$1,820.97	$1,820.97
545 WC01	CRASH CUSHION REPAIR -008	EA	$9,704.14	0.00	$0.00	2.00	2.00	$19,408.27	$19,408.27
	TOTALS				$171,889.28			$319,076.40	$147,187.12

Williamson County Road Bond Program

FM3349 at US 79
Williamson County Project No. 22IFB139

Change Order No. 23

Reason for Change

This Change Order compensates the Contractor for repairs to crash cushions damaged by the traveling public, locating existing utilities not shown in the plans, and performing pavement repairs at the UPRR crossover at US 79 and FM 3349 that have been damaged within the project limits. This Change Order also compensates the Contractor for off-duty police officers used for traffic control and lane closures. It also reimburses the Contractor for saw cutting and aligning Driveway No. 4 with RCR Taylor's newly placed driveway. This Change Order also corrects line-item numbers from previous Change Orders.

Following is summary of new items required for this Change Order.

ITEM	DESCRIPTION	QTY	UNIT
999 WC02	COH DITCH ALIGNMENT	1	LS
999 WC07	FORCE ACCOUNT - LAW ENFORCEMENT	94,448.22	DOL
999 WC08	LOCATING EXISTING UTILITY LINE AT SBFR	1	LS
999 WC19	EXISTNG UPRR CROSSOVER REPAIR	1	LS
530 WC02	NBFR DRIVEWAY 4 REALIGNMENT	1	LS
545 WC01	CRASH CUSHION REPAIR	2	EA

This Change Order results in a net increase of $147,187.12 to the Contract amount, for an adjusted Contract total of $84,440,560.14. The original Contract amount was $81,941,038.13. As a result of this and all Change Orders to-date, $2,499,522.01 has been added to the Contract, resulting in an 3.05% net increase in the Contract cost. No additional days will be added to or deducted from the Contract as a result of this Change Order.

HNTB Corporation

Oscar Salazar-Bueno, P.E.

Change Order Worksheet

Contract Name	FM3349 at US79		Solicitation #	22IFB139
Date awarded	9/13/2022			
Awarded Contract Amount		$81,941,038.13		
			Percentage Change	
	Change order #1	$925,354.41	1.13%	
	Change order #2	$82,000.00	0.10%	
	Change order #3	$195,302.81	0.24%	
	Change order #4	-$472,492.20	-0.58%	
	Change order #5	-$5,274.97	-0.01%	
	Change order #6	$130,053.00	0.16%	
	Change order #7	$661,031.30	0.81%	
	Change order #8	$327,321.48	0.40%	
	Change order #9	-$368,749.53	-0.45%	
	Change order #10	$67,965.30	0.08%	
	Change order #11	$271,902.72	0.33%	
	Change order #12	$64,791.00	0.08%	
	Change order #13	$82,301.65	0.10%	
	Change order #14	$101,248.22	0.12%	
	Change order #15	$24,513.18	0.03%	
	Change order #16	$35,324.07	0.04%	
	Change order #17	$11,849.07	0.01%	
	Change order #18	$18,623.43	0.02%	
	Change order #19	$9,869.00	0.01%	
	Change order #20	$167,583.65	0.20%	
	Change order #21	$5,462.50	0.01%	
	Change order #22	$16,354.80	0.02%	
	Change order #23	$147,187.12	0.18%	
	Total changes to date	$2,499,522.01	3.05%	(Running totals here)
	Adjusted contract amount	$84,440,560.14		

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

Commissioners Court - Regular Session **59.**

Meeting Date: 07/01/2025

24IFB59 East Wilco Hwy Segment 2 Phase 1 - Change Order #3 (SUP Removal)

Submitted By: Julissa Vasquez, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding Change Order No. 3 in the amount of ($1,686,657.10) for Project 24IFB59 East Wilco Hwy Segment 2 Phase 1 (Capital Excavation) P: 392 Funding Source: 2023 Road Bond in Commissioners Precinct 4.

Background

This Change Order removes the Shared Use Path (SUP) items from the scope of this project per Williamson County's request. The SUP will be constructed with a future project via an alternate funding source.

This Change Order results in a net decrease of $1,686,657.10 to the Contract amount, for an adjusted Contract total of $62,500,201.99. The original Contract amount was $64,407,606.63. As a result of this and all Change Orders to-date $1,907,404.64 has been deducted from the Contract, resulting in a 2.96% net decrease in the Contract cost. No additional days will be deducted from the Contract as a result of this Change Order.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

24IFB59-EastWilcoHwySeg2Ph1-CO#03

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	06/26/2025 03:17 PM
Form Started By: Julissa Vasquez		Started On: 06/24/2025 07:25 PM
Final Approval Date: 06/26/2025		

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 3

Contract Award Date:	7/30/2024
Project Number:	24IFB59
Funding Source:	P392
Roadway:	E. Wilco Hwy
CSJ Number:	N/A

Contractor: Capital Excavation — NTP Required: ☐ Yes ☑ No

Project Name: East Wilco Highway Segment 2 Phase 1

Change Order Work Limits: Sta. 1196+26.33 to Sta. 1442+09.31

Type of Change(on federal-aid non-exempt projects): Minor (Major/Minor)

Reasons: 3E (3 Max. - In order of importance - Primary first)

Describe the work being revised:

3M. County Convenience. Use alternate funding source. This Change Order removes the Shared Use Path (SUP) items from the scope of this project per Williamson County's request.

Work to be performed in accordance with Items: See Attached

New or revised plan sheet(s) are attached and numbered: 9-16,20,42,43,46,54,55,57,58,60A,204-206,208-230, 232-234

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 6.10.25

By [signature]

Typed/Printed Name D.E. 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: ($1,686,657.10)

Original Contract Amount:	$64,407,606.63
Total Change Orders To-Date:	-$1,907,404.64
Percent Change in Original Contract:	-2.96%

RECOMMENDED FOR EXECUTION:

[signature] 6/17/2025

Senior Construction Engineer Date

RECOMMENDED FOR EXECUTION:

[signature] 6/24/2025

Department of Infrastructure Date
Williamson County

Christen Eschberger 6/24/2025

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: *3* ***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
160 WC02	FURNISHING AND PLACING TOPSOIL (4")	SY	$0.22	931,913.00	$205,020.86	20,643.00	952,556.00	$209,562.32	$4,541.46
161 WC001	EROSION CONTROL COMPOST (3")	SY	$2.10	232,978.00	$489,253.80	5,161.00	238,139.00	$500,091.90	$10,838.10
162 WC103	MULCH TOPDRESSING (5")	SY	$2.10	232,978.00	$489,253.80	5,161.00	238,139.00	$500,091.90	$10,838.10
164 WC04	SEEDING FOR EROSION CONTROL (TEMP) (COOL) (TY 4)	SY	$0.14	465,956.00	$65,233.84	10,322.00	476,278.00	$66,678.92	$1,445.08
164 WC11	SEEDING FOR EROSION CONTROL (TEMP & PERM) (TY 11)	SY	$0.14	1,397,870.00	$195,701.80	30,964.00	1,428,834.00	$200,036.76	$4,334.96
166 6002	FERTILIZER	TON	$3,140.00	86.00	$270,040.00	1.10	87.10	$273,494.00	$3,454.00
168 WC01	VEGETATIVE WATERING	MG	$22.00	32,617.00	$717,574.00	722.00	33,339.00	$733,458.00	$15,884.00
531 6002	CONC SIDEWALKS (5")	SY	$78.10	21,660.00	$1,691,646.00	(21,538.00)	122.00	$9,528.20	($1,682,117.80)
531 6010	CURB RAMPS (TY 7)	EA	$1,700.00	14.00	$23,800.00	(14.00)	0.00	$0.00	($23,800.00)
618 6023	CONDT (PVC) (SCH 40) (2")	LF	$14.05	936.00	$13,150.80	(54.00)	882.00	$12,392.10	($758.70)
620 6007	ELEC CONDR (NO.8) BARE	LF	$2.50	9,528.00	$23,820.00	(156.00)	9,372.00	$23,430.00	($390.00)
620 6008	ELEC CONDR (NO.8) INSULATED	LF	$2.30	7,152.00	$16,449.60	(294.00)	6,858.00	$15,773.40	($676.20)
666 6048	REFL PAV MRK TY I (W)24"(SLD)(100MIL)	LF	$8.35	897.00	$7,489.95	(490.00)	407.00	$3,398.45	($4,091.50)
666 6182	REFL PAV MRK TY II (W) 24" (SLD)	LF	$5.40	897.00	$4,843.80	(490.00)	407.00	$2,197.80	($2,646.00)
682 6017	PED SIG SEC (LED)(2 INDICATIONS)	LF	$1,080.00	4.00	$4,320.00	(4.00)	0.00	$0.00	($4,320.00)
684 6033	TRF SIG CBL (TY A)(14 AWG)(7 CONDR)	LF	$3.40	4,326.00	$14,708.40	(276.00)	4,050.00	$13,770.00	($938.40)
684 6083	TRF SIG CBL (TY C)(18 AWG)(4 CONDR)	LF	$2.30	354.00	$814.20	(354.00)	0.00	$0.00	($814.20)
686 6003	INS TRF SIG PL AM (S)LUM ARM(8')	EA	$270.00	9.00	$2,430.00	(1.00)	8.00	$2,160.00	($270.00)
687 6002	PEDESTRIAN PUSH BUTTON POLE	EA	$4,210.00	1.00	$4,210.00	(1.00)	0.00	$0.00	($4,210.00)
688 6001	PED DETECT PUSH BUTTON (APS)	EA	$1,190.00	4.00	$4,760.00	(4.00)	0.00	$0.00	($4,760.00)
688 6003	PED DETECTOR CONTROLLER UNIT	EA	$4,100.00	2.00	$8,200.00	(2.00)	0.00	$0.00	($8,200.00)
	TOTALS				$4,252,720.85			$2,566,063.75	($1,686,657.10)

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. 3

Reason for Change

This Change Order removes the Shared Use Path (SUP) items from the scope of this project per Williamson County's request. The SUP will be constructed with a future project via an alternate funding source.

This Change Order results in a net decrease of $1,686,657.10 to the Contract amount, for an adjusted Contract total of $62,500,201.99. The original Contract amount was $64,407,606.63. As a result of this and all Change Orders to-date $1,907,404.64 has been deducted from the Contract, resulting in a 2.96% net decrease in the Contract cost. No additional days will be 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%	
	Change order #2	($261,915.65)	-0.41%	
	Change order #3	($1,686,657.10)	-2.62%	
	Total changes to date	($1,907,404.64)	-2.96%	(Running totals here)
	Adjusted contract amount	$62,500,201.99		

Commissioners Court - Regular Session **60.**

Meeting Date: 07/01/2025

West Main Street - RS&H - PSA Amendment #1 and WA#2

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on Contract Amendment No. 1 and Work Authorization No. 2 to the West Main Street contract executed March 19, 2024, between Williamson County and RS&H, Inc. relating to the 2023 Road Bond Program. Project: P676 Fund Source: Road Bonds

Background

This Contract Amendment No. 1 is increased by $140,000.00 from $400,000.00 to $540,000.00, amends the Exhibit D - Rate Schedule in the Master Contract to allow CPI adjustments and the execution of Work Authorization No. 2 in the amount of $276,336.00 and terminates on 5/31/2026.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

West Main Street - RS&H - PSA Amendment #1

West Main Street - RS&H - WA#2

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	06/26/2025 03:17 PM
Form Started By: Marie Walters		Started On: 06/25/2025 11:39 AM
Final Approval Date: 06/26/2025		

Docusign Envelope ID: 2584AA3C-04A9-4F24-A2E8-A4626460AAC1

CONTRACT AMENDMENT NO. 1
TO
WILLIAMSON COUNTY CONTRACT FOR ENGINEERING SERVICES

WILLIAMSON COUNTY ROAD BOND PROJECT: WEST MAIN STREET

THIS CONTRACT AMENDMENT NO. 1 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 RS&H, Inc.(the "Engineer") and becomes effective as of the date of the last party's execution below.

WHEREAS, the County and the Engineer executed the Williamson County Contract for Engineering Services dated effective March 19, 2024 (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 $ 400,000.00 ; and,

WHEREAS, the Rate Schedule in Exhibit D of the Contract are limited to the rates noted in said Exhibit D; and,

WHEREAS, it has become necessary to amend the Contract.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Contract is amended as follows:

I. The Compensation Cap under Article 5 of the Contract is hereby increased from $ 400,000.00 to $ 540,000.00, reflecting a total increase of $ 140,000.00

II. The hourly Rates in the original Exhibit D of the Contract are hereby amended as shown in the attached revised Exhibit D-1 (must be attached).

All other terms of the Contract are unchanged and will remain in full force and effect.

Docusign Envelope ID: 2584AA3C-04A9-4F24-A2E8-A4626460AAC1

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: DocuSigned by: Mck Arnio A4AC4C7EA0AB41B...	By: _____
Signature	Signature
Nicholi A. Arnio, PE, PTOE, ENV SP	_____
Printed Name	Printed Name
Vice President	_____
Title	Title
6-19-2025	_____
Date	Date

LIST OF ATTACHMENTS

Attachment D-1 – Rate Schedule

APPROVED
By Christen Eschberger at 2:27 pm, Jun 24, 2025

EXHIBIT D-1 RATE SCHEDULE

Rates were Adjusted

RS&H, Inc. WilCo West Main St.	
CLASSIFICATION	**RATE SCHEDULE IN PSA EXHIBIT D-1 (per hour)**
Project Principal	$ 316.20
Project Manager	$ 300.90
Sr. QC Reviewer	$ 295.80
Senior Project Engineer	$ 280.50
Project Engineer	$ 204.00
Design Engineer	$ 173.40
Jr. Engineer	$ 147.90
EIT	$ 120.36
Senior GIS Technician	$ 183.60
Sr Engineer Technician	$ 170.34
CADD Operator	$ 91.80
Senior Env Project Manager	$ 208.08
Senior Env Planner	$ 188.70
Env Scientist	$ 102.00
Admin/Clerical	$ 112.20
Sr. Structural Engineer	$ 295.80
Structural Engineer	$ 219.30
Jr. Structural Engineer	$ 158.10
Sr. Drainage Engineer	$ 204.00
Traffic Engineer	$ 184.62

EXHIBIT D-1 RATE SCHEDULE

CPI ADJUSTMENT CALCULATION	
BASE (1982-84) = 100	100
MARCH 2024 PSA SIGNED	1.000
FEBRUARY 2025 (LATEST DATA)	1.02
DELTA	2.00%

FIRM PROJECT		
	RATE SCHEDULE IN PSA EXHIBIT D (per hour)	**PROPOSED RATE EXHIBIT D-1 (per hour)**
Project Principal	$ 310.00	**$ 316.20**
Project Manager	$ 295.00	**$ 300.90**
Sr. QC Reviewer	$ 290.00	**$ 295.80**
Senior Project Engineer	$ 275.00	**$ 280.50**
Project Engineer	$ 200.00	**$ 204.00**
Design Engineer	$ 170.00	**$ 173.40**
Jr. Engineer	$ 145.00	**$ 147.90**
EIT	$ 118.00	**$ 120.36**
Senior GIS Technician	$ 180.00	**$ 183.60**
Sr Engineer Technician	$ 167.00	**$ 170.34**
CADD Operator	$ 90.00	**$ 91.80**
Senior Env Project Manager	$ 204.00	**$ 208.08**
Senior Env Planner	$ 185.00	**$ 188.70**
Env Scientist	$ 100.00	**$ 102.00**
Admin/Clerical	$ 110.00	**$ 112.20**
Sr. Structural Engineer	$ 290.00	**$ 295.80**
Structural Engineer	$ 215.00	**$ 219.30**
Jr. Structural Engineer	$ 155.00	**$ 158.10**
Sr. Drainage Engineer	$ 200.00	**$ 204.00**
Traffic Engineer	$ 181.00	**$ 184.62**

Rates were Adjusted

EXHIBIT D-1 RATE SCHEDULE

Rates were Adjusted

Added Direct Expenses

AG3 Group, LLC WilCo West Main St.	
CLASSIFICATION	**RATE SCHEDULE IN PSA EXHIBIT D-1 (per hour)**
Survey RPLS Task Leader	$ 260.10
Survey RPLS Senior	$ 153.00
Surveyor-In-Training	$ 117.30
Survey Technician	$ 96.90
Project Coordinator--Lidar	$ 158.10
Lidar Processing Technician	$ 107.10
Field Coordinator	$ 96.90
Admin/Clerical	$ 76.50
1 Person Survey Crew	$ 127.50
2 Person Survey Crew	$ 178.50
3 Person Survey Crew	$ 209.10
DIRECT EXPENSES	
UAS Lidar/Photogrammetry System	$2500/day
Terrestrial Laser Scanner	$130/hour
Ground Target	$30/each
Survey Control Monutment (poured)	$300/each

EXHIBIT D-1 RATE SCHEDULE

Rates were Adjusted

Altura Solutions, LLC WilCo West Main St.	
CLASSIFICATION	**RATE SCHEDULE IN PSA EXHIBIT D-1 (per hour)**
Sr. Accessibility Specialist	$ 256.67
Accessibility Specialist	$ 117.82
Admin/Clerical	$ 90.07

EXHIBIT D-1 RATE SCHEDULE

Rates were Adjusted

EDGE Engineering, PLLC WilCo West Main St.	
CLASSIFICATION	**RATE SCHEDULE IN PSA EXHIBIT D-1 (per hour)**
Project Manager	$ 306.00
Sr. QC Reviewer	$ 295.80
Senior Project Engineer	$ 265.20
Project Engineer	$ 204.00
Design Engineer	$ 168.30
EIT	$ 127.50
Senior GIS Technician	$ 183.60
Sr Engineer Technician	$ 142.80
CADD Operator	$ 127.50
Admin/Clerical	$ 102.00
Sr. Drainage Engineer	$ 265.20

EXHIBIT D-1 RATE SCHEDULE

Rates were Adjusted

HDR Engineering Inc. WilCo West Main St.	
CLASSIFICATION	**RATE SCHEDULE IN PSA EXHIBIT D-1 (per hour)**
Principal-in-charge	$ 405.96
Project Manager	$ 347.82
Sr. QC Reviewer	$ 348.84
Senior Project Engineer	$ 278.46
Project Engineer	$ 184.62
Design Engineer	$ 163.20
EIT	$ 133.62
Admin/Clerical	$ 99.96
Sr. Structural Engineer	$ 306.00
Structural Engineer II	$ 274.38
Structural Engineer I	$ 215.22
Senior CADD Technician	$ 193.80
CADD Technician	$ 132.60

EXHIBIT D-1 RATE SCHEDULE

Rates were Adjusted

Added Direct Expenses

Hicks & Company Enironmental/Archeoligical Consultants WilCo West Main St.	
CLASSIFICATION	**RATE SCHEDULE IN PSA EXHIBIT D-1 (per hour)**
Sr. Project Manager	$ 194.45
Sr. Environmental Planner	$ 167.74
Sr. Environmental Scientist	$ 150.42
Sr. Environmental Specialist	$ 146.70
Environmental Planner IV	$ 141.38
Environmental Scientist IV	$ 133.88
Environmental Specialist IV	$ 125.83
Environmental Scientist III	$ 113.67
Environmental Specialist III	$ 106.52
Environmental Specialist II	$ 102.95
Environmental Specialist I	$ 93.67
Admin/Clerical	$ 86.70
DIRECT EXPENSES	
Regulatory Database Search	$700/ea
Dosimeter Rental	$100/ea

EXHIBIT D-1 RATE SCHEDULE

Rates were Adjusted

Direct Expenses Added (Prices comparable to 2023 On-Call Contract)

Raba Kistner, Inc. Wilco CR 305	
CLASSIFICATION	**RATE SCHEDULE IN PSA EXHIBIT D-1 (per hour)**
Project Manager	$ 208.18
Sr. QC Reviewer	$ 260.10
Senior Project Engineer	$ 238.25
Project Engineer	$ 162.30
Design Engineer	$ 185.67
EIT	$ 148.99
Geotechnical Logger	$ 121.40
Senior Geotech Technician	$ 93.64
Geotech Technician	$ 78.76
Geotech Laboratory Technician	$ 84.39
Geologist	$ 157.10
Senior GIS Technician	$ 112.36
CADD Technician	$ 106.91
Administrative Coordinator	$ 72.83
DIRECT EXPENSES	
FIELD OPERATIONS	
Mobilization of drill rig	$ 600.00 each
Logger Truck	$ 68.01 per day
3 in. Thin wall Shelby Tube sampling	$ 24.40 per ft
Hollow Stem Drilling	$ 30.89 per ft
NX Rock Coring (shale)	$ 40.31 per ft
NX Rock Coring (limestone)	$ 53.04 per ft
Standard Penetration Testing (SPT)	$ 29.92 per test
TCP with intermittent sampling	$ 32.88 per test
Bentonite Backfill	$ 7.00 per ft
Standard Pavement Coring	$ 93.05 each
Concrete/AC patch	$ 79.38 each
Standby (setup time and cleanup)	$ 284.29 per hr
Brush Clearing	$3,200/day
LABORATORY TESTING	
Atterberg Limits	$ 125.84 each
Moisture Content	$ 16.65 each
Sieve Analysis (passing No. 200)	$ 70.75 each
Sieve Analysis (passing No. 4, 40, 200)	$ 120.04 each
Sulfate Testing	$ 125.12 each
Unconfined Compression (Soil)	$ 60.06 each
Unconfined Compression (Rock)	$ 75.46 each
Direct Shear	$ 650.18 each
Consolidated Undrained (CU) Triaxial Comp Test	$ 1,925 each
Lime Series (Tex-121-E Part III)	$ 452.33 each
Moisture Density Relationship (TEX-114-E)	$ 350.45 each
Texas Triaxial Compression (TEX-117-E)	$ 2,200 each
California Bearing Ratio (ASTM D 1833) includes moisture-density relationship test and 3 test specimens	$ 1,011.05 each
Each additional specimen	$ 220.20 each
OTHER DIRECT EXPENSES	
Utility Locates	$1,500 per day
Traffic Control Services	$2,400 per day

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WORK AUTHORIZATION
WORK AUTHORIZATION NO. 2

PROJECT: Wilco Bond – West Main Street

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated **March 19, 2024** ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **RS&H, Inc**.(the "Engineer").

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

Part 2. The maximum amount payable for services under this Work Authorization without modification is $276,336.00.

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

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

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

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

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

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EXECUTED this ____ day of _____, 20___.

ENGINEER:
RS&H, Inc.

By: DocuSigned by: Nick Arnio A4AC4C7EA0AB41B...
Signature

Nicholi A. Arnio, PE, PTOE, ENV SP
Printed Name

Vice President
Title

COUNTY:
Williamson County, Texas

By: _____
Signature

_____
Printed Name

_____
Title

LIST OF ATTACHMENTS

Attachment A – Services to be Provided by County
Attachment B – Services to be Provided by Engineer
Attachment C - Work Schedule
Attachment D – Fee Schedule

APPROVED
By Christen Eschberger at 8:43 am, Jun 25, 2025

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ATTACHMENT A
SERVICES TO BE PROVIDED BY THE COUNTY FOR WEST MAIN STREET (FLORENCE)

In general, Williamson County and its representatives to their best efforts will render services as follows:

1. Name, business address and phone number of County's project manager.

2. Assistance to the Engineer, as necessary, with obtaining data and information from other local, regional, State and Federal agencies required for this project.

3. Obtain Rights of Entry from landowners that are unwilling to grant access to the Engineer.

4. Provide available appropriate County data on file, plans and specifications that are deemed pertinent to the completion of the work required by the scope of services (including previous hydraulic studies, models, previous reports and studies, available existing traffic counts, and design year traffic projections).

5. Provide available criteria and full information as to the client's requirements for the project. Provide examples of acceptable format for the required deliverables.

6. Provide timely reviews and decisions necessary for the Engineer to maintain the project work schedule. Review recommendations offered by the Engineer, progress of work, and final acceptance of all documents.

7. Submittal of documentation to regulatory agencies for review and comment, when specified.

8. Support project development efforts with stakeholders, coordinate meetings and interface with stakeholders, as needed.

9. Post and maintain project information for public consumption on the County website.

10. Assist with Coordination between the Engineer and the County's other subconsultants.

11. Negotiate with all utility companies for any agreements and/or relocations required.

12. Provide an agent as necessary to secure proposed ROW.

13. Provide construction observation and review contractor pay applications and progress.

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14. Provide Engineer with Contractor submittals, Requests for Information (RFI's), shop drawings, and correspondence.

15. Review Engineer progress, submittals, and plan changes.

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ATTACHMENT B
SERVICES TO BE PROVIDED BY THE ENGINEER FOR WEST MAIN STREET

PROJECT DESCRIPTION

Project Limits

The proposed project limits are from South Patterson Avenue to CR 226 at the western City limits, an approximate length of 0.35 miles.

Existing Facility

The existing facility is an 18' wide two-lane asphalt road with no shoulders. The existing ROW ranges from 36 to 56 feet wide. Runoff is conveyed through roadside ditches and driveway culverts draining towards South Salado Creek. West Main Street crosses South Salado Creek and is located within FEMA floodplain Zone AE.

Proposed Facility

The proposed project is intended to balance the need to reduce flooding and minimize environmental impacts at the low water crossing at South Salado Creek by making minimal adjustments to the roadway profile and increasing the size of the existing culverts. The project will also reconstruct the two-lane roadway to 12-ft lanes with 8-ft shoulders within the FEMA Floodway High-Water Mark, approximately 550 LF. The remainder of the project will consist of asphalt overlay and pavement reconstruction limited to 19-ft from South Patterson Ave to CR 226 at the City limits. Additional ROW and utility relocations are anticipated to be needed to accommodate these improvements.

Design Criteria

The proposed design criteria for the project will be developed from Williamson County criteria and City of Florence criteria. It is anticipated that in most cases the most stringent of the design criteria will be used. If there is a conflict, the Engineer will notify the County to provide clarification.

1. PROJECT MANAGEMENT

   a. COMMUNICATION:

      - Engineer shall designate one Licensed Professional Engineer (Texas) to be responsible for the project management, and all communications with the County and its representatives.

   b. MONTHLY PROGRESS REPORTS, INVOICES, AND BILLINGS (up to 6 months assumed):

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- Submit monthly progress status reports to the GEC. Progress reports will include: deliverable table, tasks completed, tasks/objectives that are planned for the upcoming periods, lists or descriptions of items or decisions needed from the County and its representatives. Subconsultant progress will be incorporated into the monthly progress report. A copy of the monthly progress report will be uploaded to ProjectWise.

- Prepare correspondence, invoices, and progress reports on a monthly basis in accordance with current County requirements.

- If the project exceeds the assumed duration as noted, additional scope and fee modifications may be required.

c. QUALITY ASSURANCE AND QUALITY CONTROL (QA/QC) PLAN:

- Prepare a project specific QA/QC plan and submit to the County within thirty (30) days of notice to proceed.

- For each deliverable submittal, provide evidence of their internal review and mark-up of that deliverable as preparation for submittal and in accordance with submitted project specific QA/QC plan.

- Provide continuous QA/QC throughout the duration of the scheduled services included herein to appraise both technical and business performance and provide direction for project activities.

d. PROJECT COORDINATION & ADMINISTRATION:

- Prepare and maintain routine project record keeping including records of meetings and minutes.
- Correspondence and coordination will be handled through & with the concurrence of the GEC.
- Manage Project activities (including documenting emails, phone and conference calls, maintain project files for the length of the project, meeting agendas, meeting minutes, and schedule meetings), direct Engineer's team/staff, coordinate and review sub-consultant work, correspond with the County and its representatives, and assist the County and its representatives in preparing responses to Project-related inquiries.

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e. PROGRESS/COORDINATION MEETINGS (up to 6 external meetings assumed):

- Attend an in-person kickoff meeting and subsequent in-person or virtual coordination/progress meeting with the County and its representatives and stakeholders, as necessary to communicate development of the project and design issues.
- Prepare agenda and sign-in sheets for external coordination/progress meetings.
- Prepare meeting minutes for review via email within three (3) business days of the external coordination/progress meeting.
- Conduct internal coordination meetings as required to advance the development of the project.
- If the number of external project meetings exceeds the assumed number as noted, additional scope and fee modifications may be required.

f. PROJECT SCHEDULE:

- Baseline Schedule - Submit a CPM Baseline Schedule in calendar day (CD) format to the County for approval, using P6 Primavera or Microsoft Project in both pdf and native formats within 14 calendar days of the Work Authorization execution. This schedule should detail all work activities, including those by the County affecting the critical path. It shall outline the execution strategy, critical path, milestones, deliverables, and for each activity, its predecessors, successors, start and end dates, and float. Changes to schedule activities, durations, and dates require County consent, except for adjustments due to approved supplements or County-sanctioned project duration changes.

- Progress Schedule – Submit an updated Progress Schedule with each significant milestone and/or deliverable identified by the County, detailing actual work completion percentages and incorporating all approved supplements. If the schedule deviates from the baseline, a recovery schedule approved by the County is required.

- Update and submit to County as requested.

g. PROJECT DOCUMENTS/FILES:

Docusign Envelope ID: 8C27A343-817F-4F43-B819-3E37DB355AA8

- All contract documents, including native files, shall be turned over to the County at each milestone and at the completion of the project or as requested. Documents shall be posted to the County's project management database.

h. DELIVERABLES:

- Monthly Invoices and Progress Reports including Deliverable Table
- Project Specific QA/QC Plan
- Meeting Minutes, Sign-In Sheets, and Agendas
- Project Schedule and Updates
- Project Files
- QA/QC Documentation with Deliverable

2. PUBLIC INVOLVEMENT

a. PUBLIC INVOLVEMENT SUPPORT

- Review the project's Public Involvement plan prepared by others.
- Provide information or data for fact sheets and FAQs.
- Provide exhibits for website and other project information sites (up to 8 exhibits assumed).

b. PROPERTY OWNER MEETING SUPPORT

As this is a Road Bond Project, public involvement activities will be conducted through the County's existing public involvement contract with Rifeline. The engineer will provide support for the Public Involvement plans for the following activities:

- Prepare materials and provide support and exhibits for meetings with Individual Property Owners (up to 4 meetings assumed, 2 people max from the design team).
- Provide property owner exhibits identifying parent tract (including area) and right-of-way acquisition (including parcel acquisition and remainder areas).
- One person will attend meetings as requested (up to 4 meetings assumed).
- If the number of property owner meetings exceeds the assumed number as noted, additional scope and fee modifications may be required.

c. STAKEHOLDER MEETINGS

Docusign Envelope ID: 8C27A343-817F-4F43-B819-3E37DB355AA8

- Coordinate with affected state and local agencies and County's consultants.
- Prepare agendas, sign in sheets, meeting minutes, discussion topics, presentations, overall exhibits, and maps of the project limits for stakeholder coordination meetings. (up to 2 meetings assumed).

d. DELIVERABLES:

- Input on fact sheets, FAQs, and exhibits for website.
- Property owner exhibits (native file, pdf, and hardcopies).
- Stakeholder meeting agendas, exhibits, and meeting minutes.

3. UTILITY COORDINATION SUPPORT

As this is a Road Bond Project, direct coordination with utilities will be conducted through the County's existing utility coordination contract with Cobb Fendley and Associates. The Engineer will provide support as described below:

a. INCORPORATE UTILITY INFORMATION INTO ENGINEERING DRAWINGS

- Incorporate utility information provided by others into design files.
- Add utility notes to plans and exhibits as necessary.
- Consider/incorporate utility work into traffic control phasing plans as necessary.

b. UTILITY MEETINGS

- Meet with utility coordinator and review utility impacts and potential relocations to identify appropriate approach to reducing/mitigating impacts [up to 2 in-person meetings].
- Attend meetings with utilities as requested [up to 2 in-person meetings]

c. DELIVERABLES:

- Utility information incorporated into plans and design files.
- Reviews of utility relocation plans (assume up to two reviews per utility relocation, assume up to 5 utility relocations).

4. RIGHT OF WAY (ROW) AND MAPPING

Docusign Envelope ID: 8C27A343-817F-4F43-B819-3E37DB355AA8

a. ROW MAP:

- The County On-Call Surveyor will be used to research and compile deed/plat records and build a working map from recorded data.
- The County On-Call Surveyor will be used to calculate approximate search data to recover right of way monumentation and make initial pass to recover right of way monumentation.
- The Engineer will draft preliminary right of way map and list of impacted tracts.

b. PARCEL ACQUISITION DOCUMENTS (5 parcel documents assumed, 5 staking assumed, 5 exhibits assumed):

- Upon approval of final schematic, the County On-Call Surveyor will prepare a right of way strip map.
- The County On-Call Surveyor will prepare draft parcel sketches and field notes documents for right of way parcel and easement acquisition. Note any improvements requiring removal/relocation.
- The County On-Call Surveyor will provide property owner exhibits identifying Parent tract (including area), Right-of-way acquisition (including parcel acquisition and remainder areas), and proposed improvements adjacent to the property as needed

c. MONUMENTATION AND ROW STAKING:

- The County On-Call Surveyor to set appropriate monumentation in accordance with County requirements. Prepare signed and sealed documents for right of way parcel and easement acquisition.
- The County On-Call Surveyor to stake proposed right of way with suitable markers as requested on a parcel by parcel basis for the purposes of fence construction, utility installation, or property owner requests.

d. DELIVERABLES:

- None by Engineer

5. <u>CONDEMNATION SUPPORT</u>

Docusign Envelope ID: 8C27A343-817F-4F43-B819-3E37DB355AA8

a. CONDEMNATION HEARING EXHIBITS

- Prepare preliminary and final condemnation hearing exhibits for up to 1 ROW Parcels.
- Exhibits (each exhibit should include high-resolution aerial imagery) including the following information:
  - A vicinity map with an overall project layout and limits (beginning and end)
  - Existing and proposed typical road sections
  - Parent tract (including area)
  - Right-of-way acquisition (including parcel acquisition and remainder areas),
  - Proposed improvements adjacent to the property.

b. CONDEMNATION HEARINGS

- Engineer will attend meetings with the attorney to prepare for the hearings.
- Engineer will attend up to 1 condemnation hearings in-person and testify as an expert witness on the Project to discuss matters related to drainage, grading, environmental compliance, basic hydrologic, hydraulic and geotechnical information.

c. DELIVERABLES

- Preliminary and Final Condemnation Hearing Exhibits in pdf format.

6. SURVEYING

a. RIGHT OF ENTRY (up to 5 letters assumed):

- Upon receiving approval from GEC, the County On-Call Surveyor will prepare and mail right of entry letters per the County's standard for the project team including geotechnical and environmental. Send a second follow up letter to non-responsive property owners.

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b. FIELD SURVEYING:

- The County On-Call Surveyor will survey the corridor area at approximately 100-foot sections 500-feet on either side of the proposed roadway centerline including identify existing landowners, deed recordation information, locate visible improvements and utilities including driveways, water wells, storage tanks, drainage structures (size, material, flowline elevations), edge of pavement/shoulder, physical centerline, guardrail, fences, signs, mailboxes, trees 12" inch diameter and greater, locate property boundaries sufficient to re-establish ROW.

- When required to support FEMA floodplain coordination, use County On-Call Surveyor to conduct survey along the South Salado Creek at approximately 25 foot intervals and 100 feet upstream and downstream of the proposed roadway to create hydraulic cross sections and to produce one-foot interval contours. Information collected will typically include as follows: top and bottom of drainage ditches.

- Establish horizontal and vertical control and set temporary benchmarks as needed. The survey control points shall be set in locations that will likely be undisturbed by construction or County maintenance.

c. DELIVERABLES:

- DTM of Proposed Corridor

7. ENVIRONMENTAL SERVICES

a. CONSTRAINTS MAP:

- Revise constraints map and technical memorandum based on schematic design changes that includes environmental concerns, known constraints (structures, floodplain, karst features), aerial photography, contour information, utility information, based on research of public databases and sources and details screening measures and decision practices for eliminating non-viable corridors.

b. COUNTY DUE DILIGENCE:

- The Environmental Services will include studies and documentation required, per the Williamson County Environmental Protocol, for the various regulating authorities, including the Texas Historical Commission (THC), U.S. Army

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Corp of Engineers (USACE), U.S. Fish and Wildlife Service (USFWS), Williamson County Conservation Foundation (WCCF), and TCEQ. The intention of the Environmental Services is to attain necessary clearance letters and approvals in order to proceed with the proposed project.

c. DATA COLLECTION & FIELD RECONNAISSANCE:

- Obtain and update periodically publicly available information including but not limited to: locations of public buildings (schools, churches, parks), aerial photography, National Wetland Inventory maps, County Soil Survey maps, TCEQ & EPA Hazardous Materials Database information, FEMA floodplain information, vegetation information, environmental information from the appropriate local, state, or federal agencies, including for state and federally-listed species, Edwards Aquifer information.

- Conduct a regulatory records review to identify listed hazardous waste generators, treatment, storage and disposal facilities; solid waste landfills, unauthorized sites; documented spills; oil and gas exploration and production sites; and underground storage tank sites within the proposed site location. The review will also identify other environmental risks along the project corridor.

- Conduct field reconnaissance to visually inspect the project site for additional risks and field verify any environmental risks identified by the regulatory records review.

d. HAZARDOUS MATERIALS INITIAL SITE ASSESSMENT:

- Prepare Final Hazardous Materials Initial Site Assessment (ISA) based on the data collection and field reconnaissance conducted and identify potential hazardous material sites that may be impacted by the proposed project.

e. SECTION 404 CLEAN WATER ACT COMPLIANCE:

- Conduct a site visit that will delineate wetland boundaries and ordinary high-water marks of jurisdictional waters within the project ROW. It is anticipated that this project will be covered under a Nationwide Permit (NWP 14) without a pre-construction notification (PCN).

- Prepare a Jurisdictional Waters Delineation Report identifying: specific impacts of the project on the Waters of the U.S., measures to minimize the impacts will

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be identified, and discuss applicable Section 404 options in accordance with current permits and conditions based on data collection and field reconnaissance.

- If it is determined, after the Jurisdictional Waters Delineation Report, that a PCN is required; a supplemental work authorization would be required. The Jurisdictional Waters Delineation Report and NWP with PCN are subject to the U.S. Army Corps of Engineers Fort Worth District review and issuance of a permit.

f. ENDANGERED SPECIES ACT COMPLIANCE:

- Prepare a letter documenting the project's effects on federally listed Threatened & Endangered Species to document the project's compliance with the Endangered Species Act based on data collection and field reconnaissance.

- It is assumed that a habitat assessment for the tricolored bat will be conducted in accordance with the 2024 Range-Wide Indiana Bat and Northern Long-Eared Bat Survey Guidelines.

- If required, a Biological Assessment will be prepared to support the Section 7 Conference or Consultation process. This task assumes that only the tricolored bat and monarch butterfly, which are both currently proposed for federal listing under the ESA, will be addressed. If additional ESA-listed species are determined to be present after the completion of field evaluations, these species may be included in the Conference or Consultation process under a supplemental scope of work. This task does not include presence/absence surveys for proposed or listed species or preparation and coordination of an application and supporting documentation for an Incidental Take Permit under Section 10 of the ESA.

g. HISTORICAL SITE COMPLIANCE:

- Prepare a THC Coordination letter and historic building survey, if necessary, that will follow the Secretary of the Interior's Standards and guidelines for Historic Preservation and document historic buildings and structures within the Area of Potential Effect based on data collection and field reconnaissance.

h. TEXAS ANTIQUITIES CODE (TAC) COMPLIANCE:

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i. Prepare a THC Coordination Letter for archeological and historic resourcs. No archeologial survey is anticipated to be required.DELIVERABLES:

- Constraints Map Refined Alignment and Technical Memorandum Recommendation (pdf and hardcopies)
- Draft & Final Environmental Due Diligence Report
- Final Regulatory Records Review- completed June 2024; new database search required (expires after 6 months)
- Final Hazardous Materials Initial Site Assessment (ISA) Report
- Draft & Final Wetlands Determination/Jurisdictional Waters Determination- additional site visit required based on design changes
- Draft & Final Endangered Species Letter
- Draft & Final Historic Building Survey
- Draft & Final Texas Historical Commission Coordination Letter for Archeological Resources

8. PLAN PREPARATION

a. Plans shall be prepared per Williamson County criteria including applicable submittal requirements per PS&E Development Plan Submittal Checklist including: cost estimate, checklists, hardcopies, CAD files, comment responses, design waivers/exceptions, general notes, quantities, updated design schedule, construction time determination.

b. ROADWAY:

- Title Sheet – Prepare a project title sheet as required for the construction plans, utilizing the template provided by the County.
- Index of Sheets – Prepare an index sheet(s) that identify the project area and limits of work.
- Project Layout – Prepare a project layout sheet(s) that clearly indicates the limits of the entire project.

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- Typical Sections – Refine and prepare typical section(s) for all proposed and existing roadways and cross streets.

- General Notes – Prepare general notes for applicable project-specific items, utilizing the master general notes provided by the County.

- Excluded and will be provided by WilCo On-Call Surveyor: Survey Data Sheets.

- Summary Quantity Sheets – Prepare summary sheet(s) that tabulate, combine, and summarize quantities of the various construction items.

- Roadway Plan & Profile – Refine horizontal and vertical alignment of the roadway and cross streets. Prepare roadway plan and profile sheets that depict the proposed construction.

- Removal Plans – Prepare removal sheet(s) that identify any items to be removed.

- Cross Sections – Develop cross sections at 50-foot intervals, at cross drainage structures, and other locations as necessary. These sections will also be used to further refine the design vertical geometry.

c. DRAINAGE:

- Prepare hydraulic calculations for the design of drainage structures on the project and inclusion in the plans. Modify previously prepared HEC-RAS models and detail the methodologies employed. The analysis will include updating the pre-project and post-project conditions HEC-RAS models with surveyed data provided. The Engineer will provide HEC-RAS results from an alternative incorporating guardrail; this scope does not include optimizing a design incorporating guardrail.

- Develop drainage area maps delineating drainage area boundaries based on USGS topographic maps, local contour maps, and/or field survey data. The analysis will include updating the pre-project conditions HEC-HMS model to incorporate surveyed data provided and re-evaluating the post-project conditions.

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- Design and detail drainage outfalls, cross drainage structures, culverts, channels, roadside ditches, minimum side slopes, and erosion and sedimentation control. Provide up to 2 alternatives for driveway culvert design.

- Per Schematic development, this project is exempt from detention. Provide documentation along with supporting calculations justifying that the project is exempt from the on-site detention requirements stated in the Williamson County Design Criteria Manual.

d. FEMA COORDINATION:

- Coordinate with Local Floodplain Administrator as necessary throughout the project.

- Prepare and submit a no-rise certificate to the Local Floodplain Administrator and the County.

- The scope of work does not include preparation for, or the submittal of a Conditional Letter of Map Revision (CLOMR). If it is determined that a CLOMR is required, a supplemental work authorization would be required.

- The scope of work does not include preparation for, or the submittal of a Letter of Map Revision (LOMR). If it is determined that a LOMR is required, a supplemental work authorization would be required.

e. IMPACT AND MITIGATION ANALYSIS:

- Update previously prepared impact analysis to include surveyed data provided to determine increases in peak flow rates for the 100-year storm including: existing and proposed peak flow rates, mitigation analysis, routing of storm hydrographs through basins, calculate the volume of fill to be placed in the 100-year floodplain, and recommend locations for compensatory storage.

- Per Schematic development, this project is exempt from detention; therefore, this scope does not include conceptual detention basin layouts or design of control structures.

f. SIGNING, MARKINGS, & SIGNALIZATION:

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- Prepare signing and marking layout per current version of Texas Manual of Uniform Traffic Control Devices (TMUTCD). Detail all non-standard signs or marking details as required for the project.

g. TRAFFIC CONTROL:

- Prepare traffic control plan sequence of construction narrative, phase layout sheets, and detour layout as needed to direct traffic around construction activities per Texas Manual of Uniform Traffic Control Devices (TMUTCD).

h. WATER QUALITY:

- Prepare water quality temporary and permanent Best Management Practices (BMPs) to comply with Texas Commission on Environmental Quality (TCEQ) regulations.

- Prepare Stormwater Pollution Prevention Plan (SWPPP) and EPIC Sheet.

i. DELIVERABLES:

- 60% PS&E Submittal: per 60% Plan Submittal Checklist

- 100% PS&E Submittal; per 100%/Final Plan Submittal Checklist

- Final PS&E Submittal; see 100%/Final Plan Submittal Checklist

- Draft & Final Drainage Report and Drainage Models

9. <u>BIDDING PHASE SERVICES</u>

a. BIDDING PHASE SERVICES:

- Prepare all applicable construction documents for bidding including final signed and sealed plans with any joint bid utility plans incorporated; final general notes, specification list, special specifications and signed & sealed cover for project construction manual. Final construction time determination which also includes any joint bid utilities.

- Attend the pre-bid meeting. Respond to bidder's questions during the bid period. Prepare project addenda during bid period. Analyze contractor bids,

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prepare bid tabulation, and make recommendation for award to the apparent low bidder. Attend the pre-construction conference.

b. DELIVERABLES:

- Signed and sealed final bid documents
- Addenda as necessary
- Bid analysis and recommendation for award

10. EXCLUSIONS

a. CONSTRUCTION PHASE SERVICES

b. ROUTE AND DESIGN STUDIES

c. DRAINAGE STUDY

d. SCHEMATIC DEVELOPMENT

e. GEOTECHNICAL SERVICES

f. PERMITS

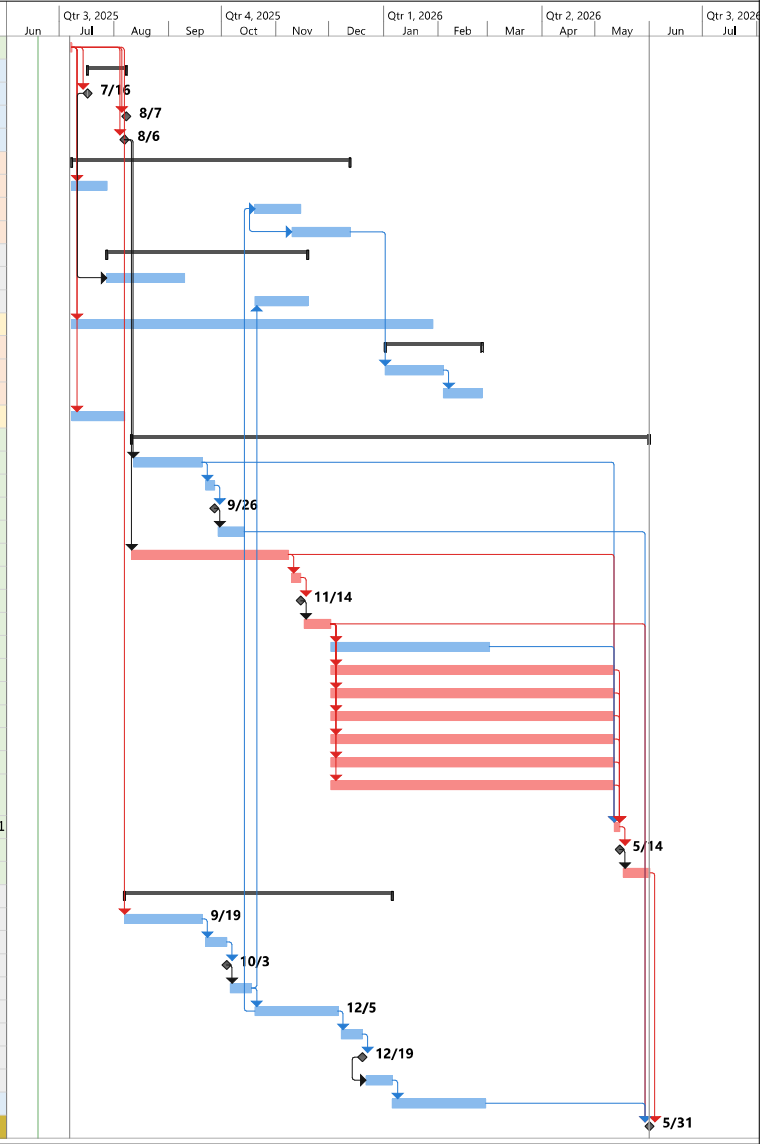
g. PLAN PREPARATION - 30% and 90% PS&E Submittals

Docusign Envelope ID: 8C27A343-817F-4F43-B819-3E37DB355AA8

Attachment C

Williamson County
W Main St Low Water Crossing

ID	Constraint Type	Task Mode	Task Name	Duration	% Complete	Start	Finish	Predecessors
1	Finish No Earlier Than		NTP	1 day	0%	Mon 7/7/25	Mon 7/7/25	
2	**As Soon As Possible**		**1. PROJECT MANAGEMENT**	**22 days**	**0%**	**Wed 7/16/25**	**Thu 8/7/25**	
3	As Soon As Possible		GEC Project Kickoff	0 days	0%	Wed 7/16/25	Wed 7/16/25	1FS+9 days
4	As Soon As Possible		Submit QA/QC Plan	0 days	0%	Thu 8/7/25	Thu 8/7/25	1FS+31 days
5	As Soon As Possible		Internal Subconsultant/Team Project Kickoff	0 days	0%	Wed 8/6/25	Wed 8/6/25	1FS+30 days
6	**As Soon As Possible**		**2. PUBLIC INVOLVEMENT**	**158 days**	**0%**	**Tue 7/8/25**	**Fri 12/12/25**	
7	As Soon As Possible		A. Public Involvement Support	20 days	0%	Tue 7/8/25	Sun 7/27/25	1
8	As Soon As Possible		B. Property Owner Meeting Support	26 days	0%	Mon 10/20/25	Fri 11/14/25	42SS
9	As Soon As Possible		C. Stakeholder Meetings	33 days	0%	Mon 11/10/25	Fri 12/12/25	8SS+21 days
10	**As Soon As Possible**		**3. UTILITY COORDINATION SUPPORT**	**114 days**	**0%**	**Mon 7/28/25**	**Tue 11/18/25**	
11	As Soon As Possible		A. Incorporate Utility Information into Engineering Drawings	44 days	0%	Mon 7/28/25	Tue 9/9/25	3SS+11 days
12	As Soon As Possible		B. Utility Meetings	30 days	0%	Mon 10/20/25	Tue 11/18/25	41FS+2 days
13	**As Soon As Possible**		**4. RIGHT OF WAY (ROW) AND MAPPING (BY COUNTY ON-CALL**	**205 days**	**0%**	**Tue 7/8/25**	**Wed 1/28/26**	**1**
14	**As Soon As Possible**		**5. CONDEMNATION SUPPORT**	**55 days**	**0%**	**Fri 1/2/26**	**Wed 2/25/26**	
15	As Soon As Possible		A. Condemnation Hearing Exhibits	33 days	0%	Fri 1/2/26	Tue 2/3/26	9FS+20 days
16	As Soon As Possible		B. Condemnation Hearing (up to 1 meeting)	22 days	0%	Wed 2/4/26	Wed 2/25/26	15
17	**As Soon As Possible**		**6. SURVEYING (BY COUNTY ON-CALL)**	**30 days**	0%	**Tue 7/8/25**	**Wed 8/6/25**	**1**
18	**As Soon As Possible**		**7. ENVIRONMENTAL SERVICES**	**294 days**	**0%**	**Mon 8/11/25**	**Sun 5/31/26**	
19	As Soon As Possible		A. Refine Constraints Mapping	39 days	0%	Tue 8/12/25	Fri 9/19/25	5FS+5 days
20	As Soon As Possible		Internal QC Review	5 days	0%	Mon 9/22/25	Fri 9/26/25	19FS+2 days
21	As Soon As Possible		Submit Draft Environmental Reports	0 days	0%	Fri 9/26/25	Fri 9/26/25	20
22	As Soon As Possible		GEC/County Review	15 days	0%	Mon 9/29/25	Mon 10/13/25	21FS+2 days
23	As Soon As Possible		B. Draft Environmental Reports	89 days	0%	Mon 8/11/25	Fri 11/7/25	5FS+4 days
24	As Soon As Possible		Internal QC Review	5 days	0%	Mon 11/10/25	Fri 11/14/25	23FS+2 days
25	As Soon As Possible		Submit Draft Environmental Reports	0 days	0%	Fri 11/14/25	Fri 11/14/25	24
26	As Soon As Possible		GEC/County Review	15 days	0%	Mon 11/17/25	Mon 12/1/25	25FS+2 days
27	As Soon As Possible		C. Final Hazardous Materials Initial Site Assessment	90 days	0%	Tue 12/2/25	Sun 3/1/26	26
28	As Soon As Possible		D. Section 404 Clean Water Act Compliance	161 days	0%	Tue 12/2/25	Mon 5/11/26	26
29	As Soon As Possible		E. Biological Resources (ESA Compliance)	161 days	0%	Tue 12/2/25	Mon 5/11/26	26
30	As Soon As Possible		F. Histroical Resourcs	161 days	0%	Tue 12/2/25	Mon 5/11/26	26
31	As Soon As Possible		G. Habitat Assessment (TCB)	161 days	0%	Tue 12/2/25	Mon 5/11/26	26
32	As Soon As Possible		H. Section 7 Support	161 days	0%	Tue 12/2/25	Mon 5/11/26	26
33	As Soon As Possible		J. TAC Compliance (Archeological Resources); THC Coordination Only	161 days	0%	Tue 12/2/25	Mon 5/11/26	26
34	As Soon As Possible		Internal QC Review	3 days	0%	Tue 5/12/26	Thu 5/14/26	27,23,28,29,30,33,31,32,1
35	As Soon As Possible		Submit Draft Environmental Reports	0 days	0%	Thu 5/14/26	Thu 5/14/26	34
36	As Soon As Possible		GEC/County Review	15 days	0%	Sun 5/17/26	Sun 5/31/26	35FS+2 days
37	**As Soon As Possible**		**8. PLAN PREPARATION**	**152 days**	**0%**	**Thu 8/7/25**	**Mon 1/5/26**	
38	As Soon As Possible		60% PS&E Deliverables	44 days	0%	Thu 8/7/25	Fri 9/19/25	1FS+30 days
39	As Soon As Possible		Internal QC Review	12 days	0%	Mon 9/22/25	Fri 10/3/25	38FS+2 days
40	As Soon As Possible		Submit Preliminary Schematic	0 days	0%	Fri 10/3/25	Fri 10/3/25	39
41	As Soon As Possible		GEC/County Review	12 days	0%	Mon 10/6/25	Fri 10/17/25	40FS+2 days
42	As Soon As Possible		100% PS&E Deliverables	47 days	0%	Mon 10/20/25	Fri 12/5/25	41FS+2 days
43	As Soon As Possible		Internal QC Review	12 days	0%	Mon 12/8/25	Fri 12/19/25	42FS+2 days
44	As Soon As Possible		Submit Final Schematic	0 days	0%	Fri 12/19/25	Fri 12/19/25	43
45	As Soon As Possible		GEC/County Review	15 days	0%	Mon 12/22/25	Mon 1/5/26	44SS+2 days
46	**As Soon As Possible**		**9. BIDDING PHASE SERVICES**	**53 days**	**0%**	**Tue 1/6/26**	**Fri 2/27/26**	**45**
47	As Soon As Possible		WA #2 Complete	0 days	0%	Sun 5/31/26	Sun 5/31/26	46,36,26,22



Prime Provider: RS&H, Inc.

SUMMARY									
TASK	**TASK DESCRIPTION**	**RS&H**		**Hicks**		**EDGE**		**TOTALS**	
		Hours	**Cost**	**Hours**	**Cost**	**Hours**	**Cost**	**Hours**	**Total**
PS&E DESIGN									
1	PROJECT MANAGEMENT	140	$ 23,092.80	8	$ 1,341.92	36	$ 8,751.60	**184**	**$ 33,186.32**
2	PUBLIC INVOLVEMENT	30	$ 5,833.38		$ -	20	$ 5,569.20	**50**	**$ 11,402.58**
3	UTILIITY COORDINATION SUPPORT	20	$ 3,283.38		$ -		$ -	**20**	**$ 3,283.38**
4	RIGHT OF WAY (ROW) AND MAPPING	5	$ 1,116.90		$ -		$ -	**5**	**$ 1,116.90**
5	CONDEMNATION SUPPORT	16	$ 3,485.34		$ -		$ -	**16**	**$ 3,485.34**
6	SURVEYING	20	$ 3,182.40		$ -		$ -	**20**	**$ 3,182.40**
7	ENVIRONMENTAL SERVICES	10	$ 2,233.80	496	$ 61,913.28		$ -	**506**	**$ 64,147.08**
8	PLAN PREPARATION	650	$ 92,558.88		$ -	332	$ 53,917.20	**982**	**$ 146,476.08**
9	BIDDING PHASE SERVICES	62	$ 8,816.88		$ -		$ -	**62**	**$ 8,816.88**
LABOR TOTALS		953	**$ 143,603.76**	504	**$ 63,255.20**	388	**$ 68,238.00**	**1,845**	**$ 275,096.96**
Direct Expenses			$ 350.04		$ 700.00		$ 189.00		**$ 1,239.04**
TOTAL COST			**$ 143,953.80**		**$ 63,955.20**		**$ 68,427.00**		**$ 276,336.00**
Percentage Breakdown			**52.09%**		**23.14%**		**24.76%**		**100.00%**

Project: West Main Street (South Patterson Avenue to CR 226)
Prime Consultant: RS&H
Subconsultant
Proposal Date: 06-08-25
Prepared By: Bennett Love

TASK DESCRIPTION	PROJECT PRINCIPAL	PROJECT MANAGER	SENIOR QC REVIEWER	SENIOR PROJECT ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	JR. ENGINEER	EIT	SENIOR GIS TECHNICIAN	SR ENGINEER TECHNICIAN	CADD OPERATOR	SENIOR ENV PROJECT MANAGER	SENIOR ENVIRONMENTAL PLANNER	ENVIRONMENTAL SCIENTIST	SENIOR STRUCTURAL ENGINEER	STRUCTURAL ENGINEER	JR. STRUCTURAL ENGINEER	SENIOR DRAINAGE ENGINEER	TRAFFIC ENGINEER	ADMIN/ CLERICAL	TOTAL LABOR HRS. & COSTS
CONTRACT RATE PER HOUR	**$316.20**	**$300.90**	**$295.80**	**$280.50**	**$204.00**	**$173.40**	**$147.90**	**$120.36**	**$183.60**	**$170.34**	**$91.80**	**$208.08**	**$188.70**	**$102.00**	**$295.80**	**$219.30**	**$158.10**	**$204.00**	**$184.62**	**$112.20**	
1. PROJECT MANAGEMENT																					
B. Monthly Progress Report, Invoices & Billings (6 months assumed)																					
Monthly Progress Status Reports to GEC					6		6														12
Invoicing and Billing					6															12	18
C. Quality Assurance and Quality Control (QA/QC) Plan																					
Develop Project QA/QC Plan					3																3
Documentation of Internal QA/QC Review of PS&E Development					2		12														14
D. Project Coordination & Administration																					
Project Record Keeping of Meetings and Minutes					6																6
Manage Project Activities																					
Develop Project Management Plan					2																2
Direct Team/Staff					6		6	6													18
E. Progress/Coordination Meetings (6 external meetings assumed)																					
Kickoff Meeting					1		2	2													5
Coordination/Progress Meetings with County and GEC					6		6														12
Prepare Agenda and Sign-In Sheets					6																6
Prepare Meeting Minutes					6																6
Internal/Subconsultant coordination meetings					6		12	12													30
F. Project Schedule (Develop and Update)					2																2
G. Project Documents/Files					2		4														6
Subtotal Hours	**0**	**0**	**0**	**0**	**60**	**0**	**48**	**20**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**12**	**140**
Subtotal Labor Fee	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$12,240.00**	**$0.00**	**$7,099.20**	**$2,407.20**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$1,346.40**	**$23,092.80**

TASK DESCRIPTION	PROJECT PRINCIPAL	PROJECT MANAGER	SENIOR QC REVIEWER	SENIOR PROJECT ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	JR. ENGINEER	EIT	SENIOR GIS TECHNICIAN	SR ENGINEER TECHNICIAN	CADD OPERATOR	SENIOR ENV PROJECT MANAGER	SENIOR ENVIRONMENTAL PLANNER	ENVIRONMENTAL SCIENTIST	SENIOR STRUCTURAL ENGINEER	STRUCTURAL ENGINEER	JR. STRUCTURAL ENGINEER	SENIOR DRAINAGE ENGINEER	TRAFFIC ENGINEER	ADMIN/ CLERICAL	TOTAL LABOR HRS. & COSTS
CONTRACT RATE PER HOUR	**$316.20**	**$300.90**	**$295.80**	**$280.50**	**$204.00**	**$173.40**	**$147.90**	**$120.36**	**$183.60**	**$170.34**	**$91.80**	**$208.08**	**$188.70**	**$102.00**	**$295.80**	**$219.30**	**$158.10**	**$204.00**	**$184.62**	**$112.20**	
2. PUBLIC INVOLVEMENT																					
A. Public Involvement Support																					
Review Project Public Involvement Plan (Prepared By Others)				1	2																3
Provide Information/Data for Fact Sheets and FAQs				1	2																3
Exhibits for Website and Other Project Information (up to 8 exhibit assumed)							2	2													4
B. Property Owner Meeting Support																					
Prepare Materials/ Property Owner Exhibits (4 meetings)		1	1		2			2													6
Attend Individual Property Owner Meeting (up to 4 meetings)					4			2													6
C. Stakeholder Meetings																					
Coordinate with affected state and local agencies and County's consultants				2	2																4
Agendas, exhibits, and meeting minutes (up to 2 stakeholder meetings)					2			2													4
Subtotal Hours	**0**	**1**	**1**	**4**	**14**	**0**	**2**	**8**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**30**
Subtotal Labor Fee	**$0.00**	**$300.90**	**$295.80**	**$1,122.00**	**$2,856.00**	**$0.00**	**$295.80**	**$962.88**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$5,833.38**

TASK DESCRIPTION	PROJECT PRINCIPAL	PROJECT MANAGER	SENIOR QC REVIEWER	SENIOR PROJECT ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	JR. ENGINEER	EIT	SENIOR GIS TECHNICIAN	SR ENGINEER TECHNICIAN	CADD OPERATOR	SENIOR ENV PROJECT MANAGER	SENIOR ENVIRONMENTAL PLANNER	ENVIRONMENTAL SCIENTIST	SENIOR STRUCTURAL ENGINEER	STRUCTURAL ENGINEER	JR. STRUCTURAL ENGINEER	SENIOR DRAINAGE ENGINEER	TRAFFIC ENGINEER	ADMIN/ CLERICAL	TOTAL LABOR HRS. & COSTS
CONTRACT RATE PER HOUR	**$316.20**	**$300.90**	**$295.80**	**$280.50**	**$204.00**	**$173.40**	**$147.90**	**$120.36**	**$183.60**	**$170.34**	**$91.80**	**$208.08**	**$188.70**	**$102.00**	**$295.80**	**$219.30**	**$158.10**	**$204.00**	**$184.62**	**$112.20**	
3. UTILITY COORDINATION SUPPORT																					
A. Incorporate Utility Information into Engineering Drawings		1			1			4													6
B. Utility Meetings																					
Meet with Utility Coordinator and Review Impacts/Approach (up to 2 meetings)					3		2	2													7
Meeting with Utility Owners as requested (up to 2 meetings)					3		2	2													7
Subtotal Hours	**0**	**1**	**0**	**0**	**7**	**0**	**4**	**8**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**20**
Subtotal Labor Fee	**$0.00**	**$300.90**	**$0.00**	**$0.00**	**$1,428.00**	**$0.00**	**$591.60**	**$962.88**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$3,283.38**

TASK DESCRIPTION	PROJECT PRINCIPAL	PROJECT MANAGER	SENIOR QC REVIEWER	SENIOR PROJECT ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	JR. ENGINEER	EIT	SENIOR GIS TECHNICIAN	SR ENGINEER TECHNICIAN	CADD OPERATOR	SENIOR ENV PROJECT MANAGER	SENIOR ENVIRONMENTAL PLANNER	ENVIRONMENTAL SCIENTIST	SENIOR STRUCTURAL ENGINEER	STRUCTURAL ENGINEER	JR. STRUCTURAL ENGINEER	SENIOR DRAINAGE ENGINEER	TRAFFIC ENGINEER	ADMIN/ CLERICAL	TOTAL LABOR HRS. & COSTS
CONTRACT RATE PER HOUR	**$316.20**	**$300.90**	**$295.80**	**$280.50**	**$204.00**	**$173.40**	**$147.90**	**$120.36**	**$183.60**	**$170.34**	**$91.80**	**$208.08**	**$188.70**	**$102.00**	**$295.80**	**$219.30**	**$158.10**	**$204.00**	**$184.62**	**$112.20**	
4. RIGHT OF WAY (ROW) AND MAPPING																					
A. ROW Map		1			4																5
Subtotal Hours	**0**	**1**	**0**	**0**	**4**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**5**
Subtotal Labor Fee	**$0.00**	**$300.90**	**$0.00**	**$0.00**	**$816.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$1,116.90**

TASK DESCRIPTION	PROJECT PRINCIPAL	PROJECT MANAGER	SENIOR QC REVIEWER	SENIOR PROJECT ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	JR. ENGINEER	EIT	SENIOR GIS TECHNICIAN	SR ENGINEER TECHNICIAN	CADD OPERATOR	SENIOR ENV PROJECT MANAGER	SENIOR ENVIRONMENTAL PLANNER	ENVIRONMENTAL SCIENTIST	SENIOR STRUCTURAL ENGINEER	STRUCTURAL ENGINEER	JR. STRUCTURAL ENGINEER	SENIOR DRAINAGE ENGINEER	TRAFFIC ENGINEER	ADMIN/ CLERICAL	TOTAL LABOR HRS. & COSTS
CONTRACT RATE PER HOUR	**$316.20**	**$300.90**	**$295.80**	**$280.50**	**$204.00**	**$173.40**	**$147.90**	**$120.36**	**$183.60**	**$170.34**	**$91.80**	**$208.08**	**$188.70**	**$102.00**	**$295.80**	**$219.30**	**$158.10**	**$204.00**	**$184.62**	**$112.20**	
5. CONDEMNATION SUPPORT																					
A. Condemnation Hearing Exhibits		1	1		2			4													8
B. Condemnation Hearing (up to 1 meeting)			4		4																8
Subtotal Hours	**0**	**1**	**5**	**0**	**6**	**0**	**0**	**4**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**16**
Subtotal Labor Fee	**$0.00**	**$300.90**	**$1,479.00**	**$0.00**	**$1,224.00**	**$0.00**	**$0.00**	**$481.44**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$3,485.34**

TASK DESCRIPTION	PROJECT PRINCIPAL	PROJECT MANAGER	SENIOR QC REVIEWER	SENIOR PROJECT ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	JR. ENGINEER	EIT	SENIOR GIS TECHNICIAN	SR ENGINEER TECHNICIAN	CADD OPERATOR	SENIOR ENV PROJECT MANAGER	SENIOR ENVIRONMENTAL PLANNER	ENVIRONMENTAL SCIENTIST	SENIOR STRUCTURAL ENGINEER	STRUCTURAL ENGINEER	JR. STRUCTURAL ENGINEER	SENIOR DRAINAGE ENGINEER	TRAFFIC ENGINEER	ADMIN/ CLERICAL	TOTAL LABOR HRS. & COSTS
CONTRACT RATE PER HOUR	**$316.20**	**$300.90**	**$295.80**	**$280.50**	**$204.00**	**$173.40**	**$147.90**	**$120.36**	**$183.60**	**$170.34**	**$91.80**	**$208.08**	**$188.70**	**$102.00**	**$295.80**	**$219.30**	**$158.10**	**$204.00**	**$184.62**	**$112.20**	
6. SURVEYING																					
DTM of Proposed Corridor (60%, 100%)					4		16														20
Subtotal Hours	**0**	**0**	**0**	**0**	**4**	**0**	**16**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**20**
Subtotal Labor Fee	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$816.00**	**$0.00**	**$2,366.40**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$3,182.40**

Project: West Main Street (South Patterson Avenue to CR 226)

TASK DESCRIPTION	PROJECT PRINCIPAL	PROJECT MANAGER	SENIOR QC REVIEWER	SENIOR PROJECT ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	JR. ENGINEER	EIT	SENIOR GIS TECHNICIAN	SR ENGINEER TECHNICIAN	CADD OPERATOR	SENIOR ENV PROJECT MANAGER	SENIOR ENVIRONMENTAL PLANNER	ENVIRONMENTAL SCIENTIST	SENIOR STRUCTURAL ENGINEER	STRUCTURAL ENGINEER	JR. STRUCTURAL ENGINEER	SENIOR DRAINAGE ENGINEER	TRAFFIC ENGINEER	ADMIN/ CLERICAL	TOTAL LABOR HRS. & COSTS
CONTRACT RATE PER HOUR	**$316.20**	**$300.90**	**$295.80**	**$280.50**	**$204.00**	**$173.40**	**$147.90**	**$120.36**	**$183.60**	**$170.34**	**$91.80**	**$208.08**	**$188.70**	**$102.00**	**$295.80**	**$219.30**	**$158.10**	**$204.00**	**$184.62**	**$112.20**	
7. ENVIRONMENTAL SERVICES		2			8																10
Subtotal Hours	**0**	**2**	**0**	**0**	**8**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**10**
Subtotal Labor Fee	**$0.00**	**$601.80**	**$0.00**	**$0.00**	**$1,632.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$2,233.80**

TASK DESCRIPTION	PROJECT PRINCIPAL	PROJECT MANAGER	SENIOR QC REVIEWER	SENIOR PROJECT ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	JR. ENGINEER	EIT	SENIOR GIS TECHNICIAN	SR ENGINEER TECHNICIAN	CADD OPERATOR	SENIOR ENV PROJECT MANAGER	SENIOR ENVIRONMENTAL PLANNER	ENVIRONMENTAL SCIENTIST	SENIOR STRUCTURAL ENGINEER	STRUCTURAL ENGINEER	JR. STRUCTURAL ENGINEER	SENIOR DRAINAGE ENGINEER	TRAFFIC ENGINEER	ADMIN/ CLERICAL	TOTAL LABOR HRS. & COSTS
CONTRACT RATE PER HOUR	**$316.20**	**$300.90**	**$295.80**	**$280.50**	**$204.00**	**$173.40**	**$147.90**	**$120.36**	**$183.60**	**$170.34**	**$91.80**	**$208.08**	**$188.70**	**$102.00**	**$295.80**	**$219.30**	**$158.10**	**$204.00**	**$184.62**	**$112.20**	
8. PLAN PREPARATION																					
60% Deliverables			12																		12
Roadway General																					
Title & Index Sheets					2			4													6
Project Layout					2			4													6
Typical Sections					2			24													26
General Notes					4			8													12
Survey Data					1			2													3
Horizontal Alignment Data					2			4													6
Summary Sheets					4			10													14
Removal Plans					1		16														17
Roadway Plan & Profiles		1			8			30													39
Intersection Layout Sheets					8			20													28
Driveway Plan and Profile Sheets					8			20													28
Roadway Detail Sheets					2			4													6
Cross Sections		1			8			20													29
Construction Cost Estimate		1			8			16													25
Traffic Control Plans (TCP)																					
Sequence of Construction & Traffic Control General Notes					2			20													22
TCP Layouts					8		20	32													60
Develop Traffic Control Details					2			10													12
Construction Time Determination		1			4			10													15
Signing and Pavement Markings Layouts																					
Signing and Pavement Markings Layouts					2		8	24													34
Pavement Marking Details							4	16													20
Detail Sheets Small Signs							4	16													20
100% Deliverables			4																		4
Roadway General																					
Title & Index Sheets					1			2													3
Project Layout					1			2													3
Typical Sections					1			4													5
General Notes					1			4													5
Summary Sheets					1			4													5
Removal Plans							8														8
Roadway Plan & Profiles					1			16													17
Intersection Layout Sheets								16													16
Driveway Plan and Profile Sheets					1			10													11
Roadway Detail Sheets					1			4													5
Cross Sections					1			10													11
Construction Cost Estimate		1			2			16													19
Traffic Control Plans (TCP)					1																1
Sequence of Construction & Traffic Control General Notes								16													16
TCP Layouts							8	16													24
Develop Traffic Control Details								10													10
Construction Time Determination					1			10													11
Signing and Pavement Markings Layouts		1			1																2
Signing and Pavement Markings Layouts							2	16													18
Pavement Marking Details							2	4													6
Detail Sheets Small Signs							2	4													6
h.2. Draft and Final Drainage Report Review			4																		4
Subtotal Hours	**0**	**6**	**20**	**0**	**92**	**0**	**74**	**458**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**650**
Subtotal Labor Fee	**$0.00**	**$1,805.40**	**$5,916.00**	**$0.00**	**$18,768.00**	**$0.00**	**$10,944.60**	**$55,124.88**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$92,558.88**

TASK DESCRIPTION	PROJECT PRINCIPAL	PROJECT MANAGER	SENIOR QC REVIEWER	SENIOR PROJECT ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	JR. ENGINEER	EIT	SENIOR GIS TECHNICIAN	SR ENGINEER TECHNICIAN	CADD OPERATOR	SENIOR ENV PROJECT MANAGER	SENIOR ENVIRONMENTAL PLANNER	ENVIRONMENTAL SCIENTIST	SENIOR STRUCTURAL ENGINEER	STRUCTURAL ENGINEER	JR. STRUCTURAL ENGINEER	SENIOR DRAINAGE ENGINEER	TRAFFIC ENGINEER	ADMIN/ CLERICAL	TOTAL LABOR HRS. & COSTS
CONTRACT RATE PER HOUR	**$316.20**	**$300.90**	**$295.80**	**$280.50**	**$204.00**	**$173.40**	**$147.90**	**$120.36**	**$183.60**	**$170.34**	**$91.80**	**$208.08**	**$188.70**	**$102.00**	**$295.80**	**$219.30**	**$158.10**	**$204.00**	**$184.62**	**$112.20**	
9. BIDDING PHASE SERVICES																					
Prepare applicable Construction Documents for Bidding			2		8			40													50
Attend Pre-Bid Meeting					1																1
Prepare Project Addenda (up to 3)					1			8													9
Analyze Contractor bid, Prepare Bid Tabulation & Make Recommendation					1																1
Attend Pre-Construction Conference					1																1
Subtotal Hours	**0**	**0**	**2**	**0**	**12**	**0**	**0**	**48**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**62**
Subtotal Labor Fee	**$0.00**	**$0.00**	**$591.60**	**$0.00**	**$2,448.00**	**$0.00**	**$0.00**	**$5,777.28**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$8,816.88**

Project: West Main Street (South Patterson Avenue to CR 226)

DESCRIPTION	TOTAL MH BY TASK	TOTAL COSTS TASK
1. PROJECT MANAGEMENT	140	$23,092.80
2. PUBLIC INVOLVEMENT	30	$5,833.38
3. UTILITY COORDINATION SUPPORT	20	$3,283.38
4. RIGHT OF WAY (ROW) AND MAPPING	5	$1,116.90
5. CONDEMNATION SUPPORT	16	$3,485.34
6. SURVEYING	20	$3,182.40
7. ENVIRONMENTAL SERVICES	10	$2,233.80
8. PLAN PREPARATION	650	$92,558.88
9. BIDDING PHASE SERVICES	62	$8,816.88
SUBTOTAL LABOR EXPENSES	**953**	**$ 143,603.76**

DIRECT EXPENSES	**QUANTITY**	**COST**	**UNIT**	**TOTAL**
Mileage	500	$ 0.700	mile	$ 350.04
SUBTOTAL DIRECT EXPENSES				**$ 350.04**
SUBCONTRACTS:				
Hicks Environmental				**$ 63,955.20**
EDGE Engineering				**$ 68,427.00**
SUBCONTRACT SUB-TOTAL				**$ 132,382.20**

SUMMARY	
TOTAL COSTS FOR PRIME ONLY(includes multiplier)	$ 143,603.76
NON-SALARY (OTHER DIRECT EXPENSES)	$ 350.04
SUBCONTRACTS (includes labor costs and direct expenses)	$ 132,382.20
GRAND TOTAL	**$ 276,336.00**

Project: West Main Street (South Patterson Avenue to CR 226)
Prime Consultant: RS&H
Subconsultant: Hicks
Proposal Date: 06-11-25
Prepared By: Hicks & Company

TASK DESCRIPTION	Sr. Project Manager	Sr. Environmental Planner	Sr. Environmental Scientist	Sr. Environmental Specialist	Environmental Planner IV	Environmental Scientist IV	Environmental Specialist IV	Environmental Scientist III	Environmental Specialist III	Environmental Scientist II	Environmental Specialist I	Admin/ Clerical	TOTAL LABOR HRS. & COSTS
CONTRACT RATE PER HOUR	**$195.45**	**$167.74**	**$150.42**	**$146.70**	**$141.38**	**$133.88**	**$125.83**	**$113.67**	**$106.52**	**$102.95**	**$93.67**	**$86.70**	
1. PROJECT MANAGEMENT													
A. Communication (6 months assumed)		6											6
B. Monthly Progress Report, Invoices & Billings (6 months assumed)													
Monthly Progress Status Reports to GEC		2											2
Subtotal Hours	**0**	**8**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**8**
Subtotal Labor Fee	**$0.00**	**$1,341.92**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$1,341.92**

TASK DESCRIPTION	Sr. Project Manager	Sr. Environmental Planner	Sr. Environmental Scientist	Sr. Environmental Specialist	Environmental Planner IV	Environmental Scientist IV	Environmental Specialist IV	Environmental Scientist III	Environmental Specialist III	Environmental Scientist II	Environmental Specialist I	Admin/ Clerical	TOTAL LABOR HRS. & COSTS
CONTRACT RATE PER HOUR	**$195.45**	**$167.74**	**$150.42**	**$146.70**	**$141.38**	**$133.88**	**$125.83**	**$113.67**	**$106.52**	**$102.95**	**$93.67**	**$86.70**	
9. ENVIRONMENTAL SERVICES													
A. Constraints Mapping							1		2		2		5
B. Data Collection & Field Reconnaissance								2			6	1	9
C. Hazardous Materials Initial Site Assessment			1				2	3			10		16
D. Section 404 Clean Water Act Compliance			4				2		6		10		22
E. Biological Resources (ESA Compliance)		1	2				4	6	4		4		21
F. Histroical Resources		4						8	20			1	33
G. Habitat Assessment (TCB)		4	64					40	28		16	4	156
H. Section 7 Support		40	40	8			48	24	24		24	6	214
J. TAC Compliance (Archeological Resources); THC Coordination Only		2					12		6				20
Subtotal Hours	**0**	**51**	**111**	**8**	**0**	**0**	**69**	**83**	**90**	**0**	**72**	**12**	**496**
Subtotal Labor Fee	**$0.00**	**$8,554.74**	**$16,696.62**	**$1,173.60**	**$0.00**	**$0.00**	**$8,682.27**	**$9,434.61**	**$9,586.80**	**$0.00**	**$6,744.24**	**$1,040.40**	**$61,913.28**

DESCRIPTION	TOTAL COSTS TASK
1. PROJECT MANAGEMENT	$1,341.92
9. ENVIRONMENTAL SERVICES	$61,913.28
SUBTOTAL LABOR EXPENSES	**$ 63,255.20**

DIRECT EXPENSES	**QUANTITY**	**COST**	**UNIT**	**TOTAL**
Regulatory Database Search	1	$ 700.00	each	$ 700.00
SUBTOTAL DIRECT EXPENSES				**$ 700.00**

SUMMARY	
TOTAL COSTS FOR PRIME ONLY(includes multiplier)	$ 63,255.20
NON-SALARY (OTHER DIRECT EXPENSES)	$ 700.00
GRAND TOTAL	**$ 63,955.20**

Project: West Main Street (South Patterson Avenue to CR 226)
Prime Consultant: RS&H
Subconsultant: EDGE
Proposal Date: 06-10-25
Prepared By: Brenna Vonasek

TASK DESCRIPTION	PROJECT MANAGER	SENIOR QC REVIEWER	SENIOR PROJECT ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	EIT	ADMIN/CLERICAL	TOTAL LABOR HRS. & COSTS
CONTRACT RATE PER HOUR	**$306.00**	**$295.80**	**$265.20**	**$204.00**	**$168.30**	**$127.50**	**$102.00**	
1. PROJECT MANAGEMENT								
A. Communication - Assume 1 hour/month for 6 months for PM	6							6
B. Monthly Progress Reports, Invoices, and Billings - Assume 0.5 hour/month for PM and Admin	3						3	6
E. Progress/Coordination Meetings - Assume Biweely meetings for a year	12				12			24
Subtotal Hours	**21**	**0**	**0**	**0**	**12**	**0**	**3**	**36**
Subtotal Labor Fee	**$6,426.00**	**$0.00**	**$0.00**	**$0.00**	**$2,019.60**	**$0.00**	**$306.00**	**$8,751.60**

TASK DESCRIPTION	PROJECT MANAGER	SENIOR QC REVIEWER	SENIOR PROJECT ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	EIT	ADMIN/CLERICAL	TOTAL LABOR HRS. & COSTS
CONTRACT RATE PER HOUR	**$306.00**	**$295.80**	**$265.20**	**$204.00**	**$168.30**	**$127.50**	**$102.00**	
2. PUBLIC INVOLVEMENT								
B. Property Owner Meeting Support - Assume attending up to 8 meetings (includes travel time)	8							8
C. Stakeholder Meetings - Coordination with TCEQ and USACE	8				4			12
Subtotal Hours	**16**	**0**	**0**	**0**	**4**	**0**	**0**	**20**
Subtotal Labor Fee	**$4,896.00**	**$0.00**	**$0.00**	**$0.00**	**$673.20**	**$0.00**	**$0.00**	**$5,569.20**

TASK DESCRIPTION	PROJECT MANAGER	SENIOR QC REVIEWER	SENIOR PROJECT ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	EIT	Admin/Clerical	TOTAL LABOR HRS. & COSTS
CONTRACT RATE PER HOUR	**$306.00**	**$295.80**	**$265.20**	**$204.00**	**$168.30**	**$127.50**	**$100.00**	
8. PLAN PREPARATION								
d.1. Hydraulic Calculations - 1 culvert, ditches, driveway culverts	2	6			28	50		86
d.2. Drainage Area Maps - 1 overall, 2 onsite	1	4			14	28		47
d.3.a. Parallel Drainage - open ditch and driveway culverts. Up to 2 driveways culvert design alternatives	1	3			8	20		32
d.3.b. Cross Culvert - 1 culvert	1	2			4	12		19
d.3.c. Details and Standards		1			2	8		11
d.4. FEMA Coordination - Coordinate no rise certification with local FPA	8				12			20
d.5 Impact and Mitigation Analysis - Provide documentation of detention exemptions	2	4			8	16		30
g.1. SWPPP and EPIC Sheet	1	2			10	30		43
h.2. Draft and Final Drainage Report	2	4			12	26		44
Subtotal Hours	**18**	**26**	**0**	**0**	**98**	**190**	**0**	**332**
Subtotal Labor Fee	**$5,508.00**	**$7,690.80**	**$0.00**	**$0.00**	**$16,493.40**	**$24,225.00**	**$0.00**	**$53,917.20**

DESCRIPTION								**TOTAL COSTS TASK**
1. PROJECT MANAGEMENT								$8,751.60
2. PUBLIC INVOLVEMENT								$5,569.20
8. PLAN PREPARATION								$53,917.20
SUBTOTAL LABOR EXPENSES								**$ 68,238.00**

DIRECT EXPENSES	**QUANTITY**	**COST**	**UNIT**					**TOTAL**
Mileage	270	$ 0.700	mile					$ 189.00
SUBTOTAL DIRECT EXPENSES								**$ 189.00**

SUMMARY	
TOTAL COSTS FOR PRIME ONLY(includes multiplier)	$ 68,238.00
NON-SALARY (OTHER DIRECT EXPENSES)	$ 189.00
GRAND TOTAL	**$ 68,427.00**

Commissioners Court - Regular Session **61.**

Meeting Date: 07/01/2025

CR 314 - SLG - PSA Amendment #6 and SWA# 8 to WA#4

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on Contract Amendment No. 6 and Supplemental No. 8 to Work Authorization No. 4 to the CR 314 Road Improvement contract executed April 23, 2020, between Williamson County and Seiler Lankes Group, Inc. relating to the 2019 Road Bond Program. Project: P364 Fund Source: Road Bonds

Background

This Contract Amendment No. 6 is increased by $55,974.00 from $1,980,000.00 to $2,035,974.00, to allow the execution of Supplemental No. 6 to Work Authorization No. 8, which is increased by $55,974.00 from $858,688.48 to $914,662.48 and extends the termination date to 10/31/2025.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CR 314 - SLG - PSA Amendment #6

CR 314 - SLG - SWA# 8 to WA#4

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	06/26/2025 03:17 PM
Form Started By: Marie Walters		Started On: 06/25/2025 11:42 AM
Final Approval Date: 06/26/2025		

CONTRACT AMENDMENT NO. _6__
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. 6 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 23, 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 $1,980,000.00; 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 $1,980,000.00 to $2,035,974.00, reflecting a total increase of $55,974.00.

All other terms of the Contract are unchanged and will remain in full force and effect.
IN WITNESS WHEREOF, the County and the Engineer have executed this Contract Amendment, to be effective as of the date of the last party's execution below.

ENGINEER:

By: _____
Signature

Jeff Seiler
Printed Name

President
Title

06/23/2025
Date

COUNTY:

By: _____
Signature

_____
Printed Name

_____
Title

_____
Date

APPROVED
By Christen Eschberger at 2:52 pm, Jun 24, 2025

SUPPLEMENTAL WORK AUTHORIZATION NO. 08
TO
WORK AUTHORIZATION NO. 04

WILLIAMSON COUNTY ROAD BOND PROJECT:
CR 314 Road Improvement

This Supplemental Work Authorization No. 08 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 Services to be Provided by the Engineer that were set out in the original Attachment "B" of the Work Authorization are hereby amended, changed and modified as shown in the attached revised Attachment "B" (must be attached).
II. The Work Authorization shall terminate on October 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).
III. The maximum amount payable for services under the Work Authorization is hereby increased from $858,688.48 to $914,662.48. 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
Jeff Seiler	_____
Printed Name	Printed Name
President	_____
Title	Title
06/23/2025	_____
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 8:44 am, Jun 25, 2025

ATTACHMENT B
SUPPLEMENTAL SERVICES TO BE PROVIDED BY THE ENGINEER
FOR
CR 314

Due to funding restrictions, construction scope reduction was requested by the County's. This supplemental work authorization includes revisions to the following documents and preparation of possible construction cost for different alternatives and limits to meet budget requirements.

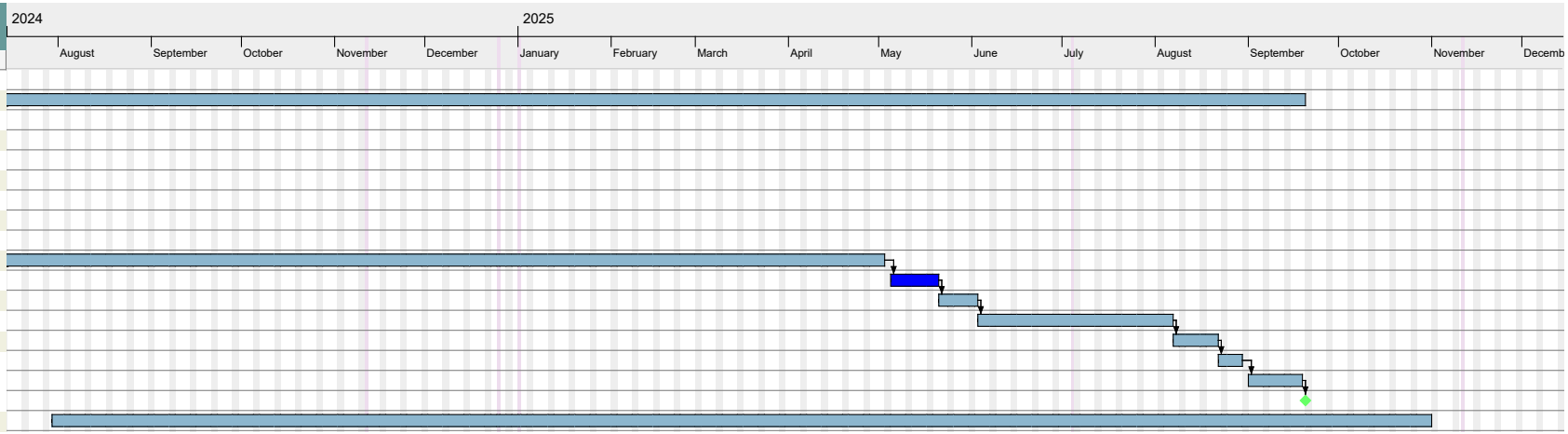
Provide GEC with possible cost savings associated with adjusting project limits from IH-35 NBFR to 300 feet west of CR 315. The following items need revisions or updates:

PS&E Plans, General Notes, Bid Items, Construction Time Determination, and Opinion of Construction Cost.

CR 314

Attachment C

Name	Begin date	End date
NTP	8/30/21	8/30/21
PS&E Design	8/30/21	9/19/25
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	5/2/25
GEC Review of 95%	5/5/25	5/20/25
Address GEC 95% Comments	5/21/25	6/2/25
PS&E Design to 100%	6/3/25	8/6/25
GEC Review of 100%	8/7/25	8/21/25
Address GEC 100% Comments	8/22/25	8/29/25
Finalize PS&E Plan Set	9/1/25	9/18/25
Submit Final Plans RTL	9/19/25	9/19/25
Condemnation Hearings	7/30/24	10/31/25



Attachment D - Fee Schedule

Contract No.
Work Authorization No. 4
CR 314
Williamson County

Signing, Markings and Signalization	Senior Project Manager $295.00	Senior Engineer $243.00	Project Engineer $191.00	Design Engineer $156.00	Engineer-In-Training $121.00	Engineer Tech $111.00	Senior CADD Operator $114.00	Hours	Cost
Coordination of Sub-Consultants								0	$0.00
Project Meetings								0	$0.00
Update Signing, Striping and Delineation Plans	1		10	20				31	$5,325.00
Prepare Large Sign Layouts and Details								0	$0.00
Prepare Signal Layouts and Details								0	$0.00
								0	$0.00
Hours	1	0	10	20	0	0	0	31	$5,325.00
Cost	$295.00	$0.00	$1,910.00	$3,120.00	$0.00	$0.00	$0.00		$5,325.00

Direct Costs	Rate	Number	Cost
CADD Plotting (s.f.)	$1.50		$0.00
Digital Orthor Plotting (s.f.)	$2.50		$0.00
8 1/2" X 11" copies (sheet)	$0.10		$0.00
11" X 17" copies (sheet)	$0.32		$0.00
11" X 17" mylar (sheet)	$2.00		$0.00
Mileage (miles)	$0.55		$0.00
Lodging (room/day)	$80.00		$0.00
Meals (person/day)	$30.00		$0.00
Subconsultant Fee			
		Total	$0.00

Labor	$5,325.00
Direct Cost	$0.00
Total	$5,325.00

Attachment D - Fee Schedule

Contract No.
Work Authorization No. 4
CR 314
Williamson County

Miscellaneous Roadway	Senior Project Manager $295.00	Senior Engineer $243.00	Project Engineer $191.00	Design Engineer $156.00	Engineer-In-Training $121.00	Engineer Tech $111.00	Senior CADD Operator $114.00	Hour	Cost
Coordination of Sub-Consultants		15						15	$3,645.00
Project Meetings	3	3	3					9	$2,187.00
Revise TCP / Sequence of Construction	10	10	10					30	$7,290.00
Prepare Estimate / Basis of Estimate		8	10					18	$3,854.00
Prepare Estimate Final 100%		4	10					14	$2,882.00
Prepare New General Notes / Specifications	4	6	11	19				40	$7,703.00
Prepare New Specifications	0	0	0					0	$0.00
Prepare Project Manual / Letting	0	0	0					0	$0.00
Update Quantity Summaries for new limits	1	4	20	20				45	$8,207.00
Address GEC Comments 100%	2	0	3	10	10	10		35	$5,043.00
Hours	20	50	67	49	10	10	0	206	$40,811.00
Cost	$5,900.00	$12,150.00	$12,797.00	$7,644.00	$1,210.00	$1,110.00	$0.00		$40,811.00

Direct Costs	Rate	Number	Cost
CADD Plotting (s.f.)	$1.50		$0.00
Digital Orthor Plotting (s.f.)	$2.50		$0.00
8 1/2" X 11" copies (sheet)	$0.10		$0.00
11" X 17" copies (sheet)	$0.32		$0.00
11" X 17" mylar (sheet)	$2.00		$0.00
Mileage (miles)	$0.55		$0.00
Lodging (room/day)	$80.00		$0.00
Meals (person/day)	$30.00		$0.00
Subconsultant Fee			
		Total	$0.00

Labor	$40,811.00
Direct Cost	$0.00
Total	$40,811.00

Attachment D - Fee Schedule

Contract No.
Work Authorization No. 4
CR 314
Williamson County

Project Management	Senior Project Manager $295.00	Senior Engineer $243.00	Project Engineer $191.00	Design Engineer $156.00	Engineer-In-Training $121.00	Engineer Tech $111.00	Senior CADD Operator $114.00	Hours	Cost
Coordination of Sub-Consultants									$0.00
Project Meetings	2							2	$590.00
Meet with TxDOT and Austin District Env									$0.00
Prepare Monthly Billings and Progress Reports	2						2	4	$818.00
Prepare Supplemental Agreements / WA's	3							3	$885.00
Project Scheduling / Workload Management	3							3	$885.00
								0	$0.00
								0	$0.00
								0	$0.00
Hours	10	0	0	0	0	0	2	12	$3,178.00
Cost	$2,950.00	$0.00	$0.00	$0.00	$0.00	$0.00	$228.00		$3,178.00

Direct Costs	Rate	Number	Cost
CADD Plotting (s.f.)	$1.50		$0.00
Digital Orthor Plotting (s.f.)	$2.50		$0.00
8 1/2" X 11" copies (sheet)	$0.10		$0.00
11" X 17" copies (sheet)	$0.32		$0.00
11" X 17" mylar (sheet)	$2.00		$0.00
Mileage (miles)	$0.55		$0.00
Lodging (room/day)	$80.00		$0.00
Meals (person/day)	$30.00		$0.00
Subconsultant Fee			$0.00
			$0.00
			$0.00
		Total	$0.00

Labor	$3,178.00
Direct Cost	$0.00
Total	$3,178.00

Attachment D - Fee Schedule

SUB PROVIDER NAME: CLGANN, LLC

CR 314	No. of Sheets	Project Manager	Senior Engineer	Project Engineer	Design Engineer	Engineer-In-Training	Engineer Tech	Sr. CADD Operator	Admin./ Clerical	Total Hours	Total Labor Cost
		$314.00	$282.00	$226.00	$188.00	$157.00	$157.00	$157.00	$113.00		
CR 314 - Revise limits of project											
11. PLAN PREPARATION (PS&E) SERVICES											
Drainage											
Revise Internal Drainage Area Maps	9			1	1					2	$414.00
Revise Hydraulic Data Sheets	3			3	3					6	$1,242.00
Revise Driveway Culvert Summary	1			1	1					2	$414.00
Revise Culvert Profiles	1			2	2					4	$828.00
Revise Ditch Plan & Profile Sheets	9			2	2					4	$828.00
Revise Outlet Protection Detail	1			1	1					2	$414.00
Revise Drainage Summaries	2			2	2					4	$828.00
Update to 2024 Specs			6							6	$1,692.00
Total - Labor	**26**	**0**	**6**	**12**	**12**	**0**	**0**	**0**	**0**	**30**	**$6,660.00**

Attachment D - Fee Schedule

Seiler Lankes Group, LLC
Contract No.
Work Authorization No. 4
CR 314
Williamson County

	Seiler Lankes Group	CLGann	Total
Signing, Markings and Signalization	$ 5,325.00	$ -	$ 5,325.00
Miscellaneous Roadway	$ 40,811.00	$ -	$ 40,811.00
Project Management	$ 3,178.00	$ -	$ 3,178.00
Drainage	$ -	$ 6,660.00	$ 6,660.00
Total	$ 49,314.00		$ 55,974.00

Commissioners Court - Regular Session **62.**

Meeting Date: 07/01/2025

SE Loop, Segment 2, Phase 1, Data Recovery Research Design - THC Antiquities Permit Application

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding an Antiquities Permit Application to the Texas Historical Commission (THC), required as part of the Due Diligence Environmental Investigation on the SE Loop, Segment 2, Phase 1 project, a 2019 Road Bond project in Commissioner Precinct 4. Project: P392.

Background

The permit requests the approval of an intensive archaeological pedestrian survey with subsurface testing required by the Texas Historical Commission (THC) on SE Loop, Segment 2, Phase 1 project. Investigations will not take place until a permit is received from the Texas Historical Commission. Portions of the attached application have been redacted prior to placement on the court agenda, to protect restricted information. Redacted information will be included in the application to the Texas Historical Commission.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

SE Loop, Segment 2, Phase 1, Data Recovery Research Design - THC Antiquities Permit Application

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	06/26/2025 03:17 PM
Form Started By: Marie Walters		Started On: 06/25/2025 11:47 AM
Final Approval Date: 06/26/2025		

TEXAS HISTORICAL COMMISSION

ANTIQUITIES PERMIT APPLICATION FORM ARCHEOLOGY

GENERAL INFORMATION

I. PROPERTY TYPE AND LOCATION

Project Name (and/or Site Trinomial) 41WM1535 Data Recovery
County (ies) Williamson
USGS Quadrangle Name and Number Hutto, TX
UTM Coordinates Zone 14 E 640122 N 3375481
Location Within new SE Loop ROW; between Brushy Creek and CR 163
Federal Involvement ❑ Yes ✓ No
Name of Federal Agency
Agency Representative

II. OWNER (OR CONTROLLING AGENCY)

Owner Williamson County
Representative County Judge Steven Snell
Address 710 South Main St., Suite 101
City/State/Zip Georgetown, TX 78626
Telephone (include area code) 512-943-1550 Email Address ctyjudge@wilco.org

III. PROJECT SPONSOR (IF DIFFERENT FROM OWNER)

Sponsor
Representative
Address
City/State/Zip
Telephone (include area code) Email Address

PROJECT INFORMATION

I. PRINCIPAL INVESTIGATOR (ARCHEOLOGIST)

Name Amy Goldstein
Affiliation Johnson, Mirmiran & Thompson (JMT)
Address 801 E Old Settlers Blvd., Suite 102
City/State/Zip Round Rock, TX 78664
Telephone (include area code) 618-978-4064 Email Address agoldstein@jmt.com

(OVER)

ANTIQUITIES PERMIT APPLICATION FORM (CONTINUED)

II. PROJECT DESCRIPTION

Proposed Starting Date of Fieldwork July 29, 2025
Requested Permit Duration 5 Years 0 Months (1 year minimum)
Scope of Work (Provided an Outline of Proposed Work) Data recovery excavations of site 41WM1535

III. CURATION & REPORT

Temporary Curatorial or Laboratory Facility JMT Round Rock office
Permanent Curatorial Facility Texas Archeological Research Laboratory (TARL)

IV. LAND OWNER'S CERTIFICATION

I, Steven Snell, as legal representative of the Land Owner, Williamson County, do certify that I have reviewed the plans and research design, and that no investigations will be performed prior to the issuance of a permit by the Texas Historical Commission. Furthermore, I understand that the Owner, Sponsor, and Principal Investigator are responsible for completing the terms of the permit.
Signature _____ Date _____

V. SPONSOR'S CERTIFICATION

I, Steven Snell, as legal representative of the Sponsor, Williamson County, do certify that I have review the plans and research design, and that no investigations will be performed prior to the issuance of a permit by the Texas Historical Commission. Furthermore, I understand that the Sponsor, Owner, and Principal Investigator are responsible for completing the terms of this permit.
Signature _____ Date _____

VI. INVESTIGATOR'S CERTIFICATION

I, Amy Goldstein, as Principal Investigator employed by JMT (Investigative Firm), do certify that I will execute this project according to the submitted plans and research design, and will not conduct any work prior to the issuance of a permit by the Texas Historical Commission. Furthermore, I understand that the Principal Investigator (and the Investigative Firm), as well as the Owner and Sponsor, are responsible for completing the terms of this permit.

Signature Amy M. Goldstein Date June 18, 2025

Principal Investigator must attach a research design, a copy of the USGS quadrangle showing project boundaries, and any additional pertinent information. Curriculum vita must be on file with the Archeology Division.

FOR OFFICIAL USE ONLY

Reviewer _____ Date Permit Issues _____
Permit Number _____ Permit Expiration Date _____
Type of Permit _____ Date Received for Data Entry _____

Texas Historical Commission
Archeology Division
P.O. Box 12276, Austin, TX 78711-2276
Phone 512-463-6096
thc.texas.gov

June 6, 2025

Research Design and Scope of Work for Data Recovery at Site 41WM1535

JMT Project #
16-1813-007

Submitted to:
HNTB
Williamson County

Introduction

Johnson, Mirmiran & Thompson (JMT) proposes data recovery excavations of site 41WM1535 near the City of Hutto, Williamson County, Texas. While working as a subconsultant for JMT, Stantec Consulting Services, Inc. (Stantec) first recorded this site in 2024 during archeological survey of the proposed Southeast Loop Segment 2 corridor (Figures 1 and 2). The site was recommended as having undetermined eligibility as a State Antiquities Landmark (SAL), and Stantec recommended eligibility testing at the site (Turner-Pearson et al. 2024). JMT conducted testing excavations at the site in November and December 2024 and January 2025 under Antiquities Permit 32031.

The Southeast Loop Segment 2 corridor extends for 4.09 miles (6.58 kilometers [km]) between County Road (CR) 137 and Farm to Market (FM) 3349 (see Figures 1 and 2). The proposed roadway would include four main lanes and six frontage road lanes, with turn lanes at intersections as needed. The proposed right-of-way (ROW) width varies from 100 to 560 feet (30.48 to 170.69 meters [m]). The depth of impacts throughout most of the project area is two feet (0.6 m) or less but will extend up to 41 feet (12.5 m) at the bridge location near Brushy Creek.

The project is sponsored by Williamson County and will be constructed on property owned by Williamson County. Since Williamson County is a political subdivision of the state, the project is required to comply with the Antiquities Code of Texas. The project will not use any funds or require permits from federal agencies and is therefore not required to comply with Section 106 of the National Historic Preservation Act of 1966, as amended.

Construction began on Southeast Loop Segment 2 in September 2024 in areas outside of a protective “construction buffer” drawn around the site between Brushy Creek and CR163. Since this is the only area of the project not clear of eligible cultural resources, JMT has been working with Williamson County and the Texas Historical Commission (THC) to allow construction to proceed in other areas of the project. In order to maintain the overall project schedule, JMT needs to complete archeological investigations at site 41WM1535 and obtain THC concurrence that anticipated impacts to the site have been mitigated by December 31, 2025. To meet this aggressive schedule, JMT submitted an interim testing report to the THC for concurrence of site eligibility so as to move forward with data recovery. The THC concurred with the findings in the interim testing report that the site is eligible as a SAL and that data recovery should proceed in correspondence dated May 21, 2025 (Attachment A).

Summary of Previous Work at 41WM1535

Stantec archeologists originally recorded site 41WM1535 in January 2024 approximately100 m north of Brushy Creek (Figure 3). While excavating a backhoe trench, the archeologists encountered Feature 1 at approximately 50 centimeters (cm) below ground surface in the northwest wall of the trench. A 50 cm by 50 cm hand excavated unit was excavated off of the trench wall to better expose the feature in plan view. The feature consisted of at least 17 burned rocks and measured approximately 50 cm wide by 70 cm long and 15 cm thick, although the limits of the feature extended beyond the edges of the hand excavation unit (Turner-Pearson et al. 2024). The feature also contained fragments of large mammal rib bone, two of which showed evidence of cutting or scraping. No other artifacts were found within or around the feature, which was described as “remarkably well preserved” (Turner-Pearson et al. 2024:65). Six shovel tests were placed around the feature in an attempt to delineate site boundaries. None of the shovel tests were positive; however, all terminated by a depth of only 45 cm below surface (Turner-Pearson et al. 2024). The backhoe trench in which Feature 1 was encountered was excavated to a depth of 1.5 m without encountering additional cultural material.

The original site boundary for 41WM1535 measured only 7.5 m by 8 m and encompassed an area of .01 acres. Stantec recommended additional archeological investigations at site 41WM1535 to determine its SAL eligibility due to the excellent preservation and research potential of Feature 1. Stantec further recommended that work could proceed within the APE except for a buffer area around site 41WM1535 (Figure 4; Turner-Pearson et al. 2024). The THC concurred with this recommendation in correspondence dated June 21, 2024 (Attachment B).

JMT conducted testing excavations at the site from November 13-21 and 25, 2024, December 10, 2024, and January 27-28, 2025. Testing consisted of magnetometer survey (carried out by subconsultant Archaeo-Geophysical Associates, LLC [AGA]), mechanical trenching, and hand excavation of test units.

Magnetometer survey was conducted across 0.59 acres of the site and identified six anomalies thought to represent cultural features. Mechanical trenches were excavated where the anomalies were marked; however, it became evident that several of the anomalies were either modern or early to mid-twentieth century metal or brick, even though pre-contact cultural material was also found within some portion of every trench opened over the magnetometer anomalies. After trenches had been opened over all six magnetometer anomalies with limited success finding pre-contact features, ten additional trenches were placed within the ROW in an attempt to find the site boundaries. Of the 16 trenches excavated during the testing phase, 13 were positive for pre-contact cultural material. In addition to Feature 1, originally recorded by Stantec, seven more cultural features were found within mechanical trenches (Table 1). As a result of the trenching effort, the site boundaries were expanded from the original size of 0.01 acres to 2.22 acres (Figure 5).

Table 1. Features recorded during the testing phase at 41WM1535

FEATURE	TRENCH	ELEVATION (TOP)	DEPTH BELOW SURFACE (TOP)	DESCRIPTION
1	BHT 1	99.336	64 cm	Circular burned rock feature with bison rib bones, large quantities of charred plant remains, and few lithics; 100 cm north to south by 85 cm east to west.
2	BHT 3	99.610	35 cm	Amorphous concentration of FCR and large mammal bones; 60 cm north to south by 57 cm east to west.
3	BHT 7	99.599	30 cm	Circular area of burned clay, approx. 15 cm in diameter.
4	BHT 2	99.628	35 cm	Amorphous concentration of FCR and faunal bone; 80 cm east to west by 90 cm north to south.
5	BHT 15	97.393	100 cm	Amorphous concentration of ash and charcoal; approximately 30 cm by 15 cm; not fully exposed in plan view during trenching.
6	BHT 16	98.504	80 cm	Basin-shaped charcoal and ash stain in BHT 16 south wall; 45 cm in length.
7	BHT 16		60 cm	Concentration of FCR and charcoal in the east wall and northeast corner of BHT 16; 25 cm long in eastern wall.
8	BHT 16		20 cm	Concentration of FCR and charcoal in eastern wall of BHT 16; most FCR fell out of the wall during trenching; 30 cm long.

JMT hand excavated 1.75 cubic meters of sediment across three 1 m by 1 m units focused on Feature 1. The test units were excavated off the northeast wall of BHT1 to fully expose Feature 1 in plan view. Once this feature was fully exposed and mapped in plan view, it was bisected, and the north half of the feature was excavated in 10-cm levels.

After testing fieldwork was completed, JMT conducted preliminary analysis of the collected artifacts, soil samples, and radiocarbon samples. Fire-cracked rock (FCR) was likely the most numerous artifact type encountered at the site; however, FCR was typically not collected but weighed by size and provenience and discarded on site. A total of 77.8 grams of FCR were recorded withing the test units. FCR was also frequently encountered in trenches but was not weighed as per the testing permit scope of work. Faunal material was the next most common artifact class with 118 specimens collected across the three test units. Lithic tools and debitage were also present though less common with 39 individual lithic artifacts collected from test units and another six collected from trenches. Of these, six were identified as tools. None of the tools were temporally diagnostic, though one broken dart point can be very generally dated to the Terminal Late Archaic period or earlier. Two groundstones were also collected from trenches.

JMT submitted five radiocarbon samples for AMS dating. Two of the samples came from different levels of Feature 1, while the others came from Features 5, 6, and 8 (Table 2).

Table 2. Radiocarbon dates from the testing phase

CALIBRATED AGE	FEATURE	CM BELOW SURFACE	ELEVATION (MIDDLE OF FEATURE)	CONVENTIONAL AGE	NOTES
Cal 1490 - 1660 AD	5	100-110	97.393	300 +/- 30 BP	Charcoal/ash concentration on the lower terrace
Cal 1260 - 1310 AD (80.1%) Cal 1360 - 1390 AD (15.3%)	1	68-80	99.226	710 +/- 30 BP	Level 1 of Feature 1
Cal 1150 - 1270 AD (94.6%) Cal 1050 - 1270 AD (0.9%)	8	20-40	99.073	850 +/- 30 BP	FCR/charcoal feature in BHT 16 east wall
Cal 1020 - 1160 AD	1	110-120	98.826	970 +/- 30 BP	Level 5 of Feature 1
Cal 970 - 1050 AD (82.0%) Cal 1080 - 1160 AD (13.5%)	6	80-90	98.504	1020 +/- 30 BP	Basin-shaped feature observed in profile in BHT 16 south wall

Regional Cultural Background

Three main periods are traditionally recognized in North American—and thereby Central Texas—archaeology: Paleoindian, Archaic, and Late Prehistoric (Collins 2004:112). These periods, which correspond to significant cultural or technological shifts, are further broken into subperiods, which in turn delineate changes in subsistence strategies

(Collins 2004:112). Since the establishment of these periods, a growing body of literature has substantiated the existence of a pre-Clovis culture that predates the Paleoindian period (Waters 2019 and internal citations). This section will provide a brief overview of each of these periods in Central Texas.

Pre-Clovis

A broad study into Late Pleistocene and Early Holocene human remains from across the Americas—including Texas—finds statistical evidence of non-gendered divisions of labor (Haas et al. 2020). Genetic studies indicate that a single founding population of humans moved into North America from Eurasia approximately 36 thousand years ago (ka), and became genetically isolated from the Eurasian continent approximately 20-25 ka (Waters 2019). Human footprints dating to ~23-21 ka have been found in New Mexico (Bennett et al. 2021), but the earliest dated evidence for human occupation in Central Texas comes from the Gault Site in Bell County, where optically stimulated luminescence (OSL) analysis of alluvial sediments associated with lithic artifacts returned a date range of 16.7 – 21.7 ka before present (B.P.) (Williams et al. 2018). The lithic technology associated with these dates (the Gault Assemblage) is technologically distinct from Clovis technology, featuring both small stemmed and lanceolate points, as well as biface and blade-and-core artifacts (Williams et al. 2018). The nearby Debra L. Friedkin Site, which also contains pre-Clovis cultural deposits (the Buttermilk Creek Complex), has been OSL dated to between 13,500 and 15,500 B.P. (Waters et al. 2018). The Buttermilk Creek Complex and the Gault Assemblage exhibit comparable lithic technologies (Waters et al. 2018), indicating cultural continuity between the two adjacent sites. Although there is scattered evidence of pre-Clovis cultural behaviors at various sites in North America (e.g., Bennett et al. 2021; Hockett and Jenkins 2013), a broad brush characterization of the lifeways of a pre-Clovis people cannot be derived from these geographically distanced groups, and most evidence from purported pre-Clovis Central Texas sites does not hold up to scientific scrutiny (Collins 2004:116). Thus, our understanding of pre-Clovis populations in Texas is currently restricted to the lithic evidence from the Gault Assemblage and Buttermilk Creek Complex.

Paleoindian Period

The Paleoindian period is broken into Early and Late subperiods (Collins 2004:116). Beginning as the Pleistocene ended, the Early Paleoindian subperiod is marked by the use of typically fluted lanceolate projectile points (e.g. Clovis and Folsom), and the exploitation of several of the large mammal species that went extinct at the end of the Pleistocene (Collins 2004:116). At the Gault Site, the Early Paleoindian assemblage includes culturally modified remains of turtles (Testudines and Kinosternidae), birds, unidentified carnivores, cottontail rabbits (*Sylvilagus* sp.), rodents, pronghorn (*Antilocapra* cf. *americana*), bison (*Bison* sp.), horse (*Equus* sp.), and unidentified microvertebrates (Armstrong 2025), in keeping with broader evidence that Clovis people (ca. 13,020-12,710 B.P) (Waters and Stafford 2007) subsisted on a diet inclusive of diverse fauna (Collins 2004:117). Evidence of labor investment, such as the construction of a stone floor at Kincaid Rockshelter in Uvalde, Texas (Collins 1990), indicates periods of long-term or repeat use of sites by Clovis peoples Additionally, a series of incised stones and engraved bones dated to the Clovis period have been found at various sites in Texas, including nine stones and one bone fragment from the Gault Site which constitute the oldest evidence of portable art from a secure context in Texas (Lemke et al. 2015).

Less is known about people of the Folsom culture (ca. 12,730-11,730 B.P.) that came after Clovis (Collins 2004:117). Archaeological evidence indicates a greater reliance on bison (Collins 2004:117; Kilby et al. 2024 an internal citations), and evidence from the Gault and Debra L. Friedkin Sites indicate the repeated and long-term occupation patterns of Clovis peoples were replaced by temporary camps (Jennings 2012). That idea is supported by Folsom archaeological evidence more broadly (Hofman 2002:409). A feature filled with mandibles, long bones, and a bison skull at Lake Theo

in the Southern High Plains of Texas is part of a broader pattern of apparent ritual acts using bison skulls, and hypothesized to relate to bison hunting events (Hofman 2002:409–410 and internal citations).

One of the oldest Paleoindian remains in North America was recovered from the Wilson-Leonard site in Williamson County, Texas (Davis et al. 2021). The individual (WL-2) was identified as female, estimated to be between 18 to 25 years old at death (Steele 1998:1446), and dated to ~10,000 B.P. (Davis et al. 2021). Associated grave-goods included an ornamental fossil shark tooth, a limestone cobble, and a sandstone grindstone or chopper (Davis et al. 2021). Additional human remains from this site were determined to be either Late Paleoindian or Early Archaic, and may represent the remains of a single individual (WL-1), or up to seven different individuals (Steele 1998:1443). Isolated elements indicate an adolescent or adult of unknown sex (Steele 1998:1443). Stable isotope analysis on both WL-1 and WL-2 indicate a low-protein diet, with reliance on C_3 plants (e.g. trees, shrubs, forbs, and cool season grasses) and C_3 grazers reflective of hunter-gatherer populations (Wilson 1998:1461–1462).

At Wilson-Leonard, burned rock features are not identified in the Early Paleoindian contexts but are the dominant cultural feature beginning in the Late Paleoindian (ca. 10,000-8,800 B.P.) through Late Prehistoric contexts (Guy 1998:1107–1108). Older features are small, but the latest Late Paleoindian features are larger, possibly indicating an increase in the amount of food processed and subsequently a shift in subsistence strategies or social structures (Guy 1998:1108). A greater variety of fauna appears to have been exploited at this time, alongside shifts in lithic manufacture, possibly in response to increased aridity (Britt Bousman 1998:210).

Archaic Period

The Archaic period comprises the bulk of Central Texas prehistory, beginning ca. 8,800 B.P. and extending to ca, 1,500 B.P. (Collins 2004). It is generally divided into Early (ca. 8,800-6000 B.P.), Middle (ca. 6,000-4,000 B.P.), and Late (ca. 4,000-1,500 B.P.) cultural contexts (Collins 2004). In general, the archaeological record indicates increasing trends towards specialized food gathering, group interaction, and population size as the Archaic progressed (Prewitt 1981).

There are several Early Archaic sites in Central Texas, including open campsites and rockshelters, living structures, caches, and various large form burned rock features (Collins 2004:119). Variously modified lithic materials point to activities such as fishing or hunting using nets, processes requiring grinding and hammering, and possible woodworking in addition to uniface and biface tools (Collins 2004:119). Both small stone hearths and earth ovens were used throughout the Archaic at Wilson-Leonard, and during the Early Archaic these ovens were used—perhaps not exclusively—to cook hyacinth bulbs (Collins et al. 1998:265–266; 268). At the Sleeper Site in Blanco County, small flat hearths associated with grinding stones are hypothesized to have been used to grind seeds (Collins et al. 1998:265 and internal citation). From these examples of adaptive specialized food processing strategies, it is inferred that Early Archaic peoples were adjusting activities according to resource availability (Collins et al. 1998:266).

Fish, turtle, deer, and rabbit were all common food sources in the Early Archaic (Collins et al. 1998:267), and at Wilson-Leonard there is indication that walnut, hackberry, and various grass seeds alongside hyacinth bulbs played a dietary role throughout the Archaic (Collins et al. 1998:269–270). Dietary isotope evidence supports this, with Early Archaic peoples showing higher levels of C_4 plant (e.g. bluestem [*Adropogon* spp. and *Sorghastrum* spp.]) and grama (*Boiteloua* spp.) grasses (Reemts et al. 2019) as a non-protein dietary contribution compared to Middle and Late Archaic peoples (Bousman and Quigg 2006; Mauldin et al. 2013). The predominance of hyacinth bulbs at Wilson-Leonard suggest a seasonal use of the site, and this in the broader context of Central Texas Archaic suggests a generally mobile hunter-

gatherer subsistence style, with impermanent domestic structures (Collins et al. 1998:269–270; Michael B. Collins 1998:287).

Central Texas conditions during the Middle Archaic were generally xeric, and it is hypothesized that sotol and other xerophytes were increasingly consumed (Collins 2004:121). Dietary isotopic evidence supports this hypothesis, with a trend of increasing C_3 plant dependence, which includes geophytes such as sotol and hyacinth (Bousman and Quigg 2006; Mauldin et al. 2013). This shift to increasing dependency on C_3 plants, alongside increased reliance on deer and rabbit over fish and turtle continues into the Late Archaic (Hard and Katzenberg 2011; Mauldin et al. 2013). Additionally, variations in dietary stable isotopes within Archaic populations in Texas suggest the possibility of mate exchange with other groups (Bousman and Quigg 2006).

Late Prehistoric Period

The Late Prehistoric Period in Texas is generally divided into the Austin (ca. 1200-800 B.P) (Collins 2004:122) and Toyah (ca. 700-350 B.P) (Mauldin et al. 2013) phases. In Central Texas, the precise onset of the Late Prehistoric is difficult to identify due to the initial absence of most of the traditionally defined cultural indicators (Collins 2004:122); namely arrow points, pottery, and more developed agriculture (Suhm and Krieger 1954:20). As a result, the defining material culture marker of the Late Prehistoric Period is the replacement of lithic dart points with smaller, lighter arrow points, indicating a transition away from the atlatl to the bow and arrow (Collins 2004:122). Isotopic evidence from limited samples indicates a greater reliance by Austin phase peoples on prey consuming a C_3 plant diet (i.e. deer, cottontail rabbit), continuing a trend away from consumption of C_4 grazers (i.e. bison) seen throughout the Archaic (Mauldin et al. 2013). The reduced consumption of bison is consistent with the reduction or absence of bison from Central Texas during the Austin phase (Lohse et al. 2014). Notably, there is evidence for a culture of “scavenging and recycling” of materials from previous cultures, resulting in the presence of Archaic or Paleoindian materials found in what are otherwise considered Late Prehistoric middens (Black and Creel 1997:280). Overall, however, it has been suggested that the Austin phase of the Late Prehistoric is more similar to the Late Archaic than to the cultures that followed, and may not merit distinction from the Late Archaic (Lohse et al. 2014).

The Toyah phase, however, marks a distinct cultural shift in Central Texas, with changes in diet (Mauldin et al. 2013), food production and processing, mortuary habits, (Carpenter 2017), the appearance of local and imported pottery, and the adoption of lithic technology associated with hunting of bison, deer, and antelope (Collins 2004:123). Dietary (Mauldin et al. 2013), faunal (Lohse et al. 2014), and lithic evidence (Collins 2004) indicate the return of bison to the region, which may have significantly influenced culture (e.g., Carpenter 2017) . Though understanding of the Toyah phase is improved by its partial overlap with ethnographic accounts, clarity on whether the cultural shift reflects migration, trade, or importation of ideas is still unclear (Carpenter 2017). It has been hypothesized that the Toyah toolkit (e.g., beveled knives, knapping technology, and end scrapers) was used by multiple peoples (e.g. Caddo, Jumano, Rockport etc.) practicing seasonal long-range hunting alongside agriculturalism (Carpenter 2017). Multiple lines of evidence indicate Toyah peoples were highly mobile, with non-redundant short-term occupation sites that significantly correlated with the location of historic cattle trails—taken to be a proxy of bison migration routes—indicating a practice of seasonal bison exploitation (Carpenter 2017).

Paleoenvironment of Central Texas

Research indicates central Texas underwent a significant environmental shift from grassland to open woodland between the Late Glacial Maximum (LGM) (ca. 20-14.7 ka cal BP) and the Early Holocene (11.7-8.0 ka cal BP), (Seersholm et al.

2020). The LGM abruptly transitioned to wetter conditions marked by large precipitation events at ~14.5 ka as a result of deglaciation (Sun et al. 2021). The increase in storm systems gradually subsided by the Younger Dryas (YD) (12.6-11.7 ka cal BP), with drier conditions established by approximately 11-7 ka, followed by a gradual general increase in moisture into the late Holocene (Sun et al. 2021). LGM mean annual temperatures were below 10.6°C, but rose above 11°C by the Holocene (Seersholm et al. 2020)

Several studies conclude a general increase in aridity from the onset of the YD into the Holocene (e.g. Seersholm et al. 2020; Toomey et al. 1993), while others find evidence of increased moisture (e.g. C. Britt Bousman 1998; Sun et al. 2021). The discrepancy may relate to the application of local proxy results to regional conclusions. A study on changes to the Colorado River drainage system during the Pleistocene-Holocene transition concluded a higher river catchment area, average river channel width of ~600 m, and higher regional effective moisture during the Pleistocene compared to an arid upper river catchment, narrower average channel widths of ~300 m, and increased localized precipitation related to erosion in the Holocene (Gutiérrez and Stockli 2023).

Research indicates central Texas had a no-analogue ecological community (i.e. biotic communities in which no modern analogue is known) during the Pleistocene (C. Britt Bousman 1998; Seersholm et al. 2020). During the LGM, thick soils supported diverse burrowing taxa, such as prairie dogs (*Cynomys* sp.) and marmots (*Marmota* sp.) (Seersholm et al. 2020). Other mammalian taxa identified in the region include but are not limited to camel (*Camelops hesternus* and Camelidae), helmeted muskox (*Bootherium bombifrons*), horses (*Equus* sp.), pronghorn (*Antilocapra americana*), fox (*Vulpes vulpes*), bison (*Bison antiquus*.) saber-toothed cat (*Smilodon* sp.), cave lion (*Panthera atrox*), jaguar (*Panthera onca*), short-faced bear (*Arctodus* sp.), black bear (*Ursus americanus*), tapir (*Tapirus* sp.), and various species of rodent, bat, and lagomorph (Johnson and Moretti 2022; Seersholm et al. 2020). Additional vertebrate taxa include ducks, geese and swans (Anatidae), Northern crested caracara (*Caracara cheriway*), sandpipers, passerines, American alligator (*Alligator mississippiensis*), rattlesnakes (*Crotalus atrox* and *viridis*), and various frogs, toads, and salamanders (Johnson and Moretti 2022; Seersholm et al. 2020).

During the Bølling-Allerød (BA) (14.7-12.6 ka cal BP), many of the large mammals disappeared along with the open grasslands, which transitioned to a live oak open woodland, characterized by ash, walnut, and sumac (Seersholm et al. 2020). Soils became increasingly thinner as evidenced by the loss of several burrowing taxa (Seersholm et al. 2020), possibly as a result of increased storm systems associated with major precipitation events (Gutiérrez and Stockli 2023; Sun et al. 2021). With the onset of the YD, central Texas experienced a significant decrease in both floral and faunal diversity (Seersholm et al. 2020).

During the Holocene, evidence indicates a general trend to increased precipitation (Ellwood and Gose 2006; Sun et al. 2021). This trend was marked by fluctuations, including an increased wet environment around 6,000 BP, and dry events at 1,500 and 300-500 BP indicate relative climatic and environmental instability in central Texas, which would have required adaptive strategies on the part of faunal and human populations (C. Britt Bousman 1998). Although floral diversity rebounded during the Early Holocene from its collapse in the YD, faunal diversity did not (Seersholm et al. 2020). Mean annual temperatures increased to above 11°C, and the live oak woodland transitioned to a live oak-juniper woodland (Seersholm et al. 2020).

Brushy Creek Archeological Sites

Dozens of precontact archeological sites have been recorded along Brushy Creek in Williamson County. Some of these sites warrant additional discussion here due to their potential similarity to 41WM1535.

The most well-known precontact site recorded on Brushy Creek is the Wilson-Leonard site (41WM235), which is approximately 15 miles west of 41WM1535. The Wilson-Leonard site boasts one of the most complete examples of human presence in Central Texas, with dates spanning 11,000 years within stratified alluvial deposits approximately six meters deep (Michael Collins 1998). Features recorded at the site included over 200 hearths and one of the oldest burials in North America, dated to 9,500 BP. Artifacts recovered from the site included projectile points dating from the Early Paleoindian Period through the Late Prehistoric Period, grinding tools for food processing, net sinkers, macro- and microfauna, and paleobotanical remains (Texas Historical Commission 2025).

Site 41WM961, also known as the Dr. Johns Site, is located 1.8 miles (2.91 km) west of 41WM1535. Robert Stiba originally recorded this site in 1976 as a large open campsite with a burned rock midden. Artifacts recorded at the site (which had already been disturbed by looters) include Darl, Fairland, Ensor, Castroville, Marcos, Marshal, Montell, and Pedernales projectile points; drills, manos, knives, a scraper, and lithic flakes; snail shell, freshwater mussel, animal bone, and two conch shell pendants. The thickness of the deposit was estimated to be two feet (Texas Historical Commission 2025).

Site 41WM962 is located approximately .32 miles (500 m) southeast of 41WM1535, also on the north side of Brushy Creek. This site was recorded by Stiba in 1976, who observed artifacts and features including chert debitage, exposed burned rock features, shells (unidentified gastropods and bivalves), blade fragments, a utilized chert core, and unidentifiable projectile point bases (Texas Historical Commission 2025). Based on the Atlas site form, it appears that no shovel tests were excavated at the site; however, Stiba estimated that the cultural deposit was one to two feet deep, presumably based on stratigraphy visible in a gully that cuts through the site.

Site 41WM1028 is located approximately 11.4 miles (18.34 km) west of 41WM1535 on the south bank of Brushy Creek. The site was originally recorded in 2002 as a Middle Archaic midden with an associated lithic scatter (Lawrence et al. 2008). SWCA Environmental Consultants conducted testing excavations at the site from October 6-10, 2007, which included excavation of nine backhoe trenches and five one-by-one square meter test units. Two burned rock features were recorded at the site that were first encountered between 20 and 40 cm below surface. Lithic debitage as well as 46 formal and informal lithic tools were recovered from the site. Due to a lack of integrity from bioturbation and previous impacts, the site was recommended not eligible for listing in the NRHP or for listing as a SAL (Lawrence et al. 2008).

Research Themes and Questions

Archeological testing at site 41WM1535 has provided significantly more information than was available following the initial survey phase. Building on these findings we have identified key research themes that will inform and guide data recovery excavations. The site has potential to yield additional data that will enhance our understanding of site formation processes on alluvial terraces, Central Texas chronology, shifts in regional subsistence patterns over time, and the transition from the Austin to Toyah phase in the region. Furthermore, these findings will be compared with data from nearby sites to provide a broader regional perspective and refine our interpretations.

Site Formation Processes

Site 41WM1535 occurs across two terraces of Brushy Creek. Most of the work conducted during the testing phase focused on the upper terrace because this was where the site was originally discovered. Additionally, since the upper terrace is a distinct landform, its edge was first thought to represent the site boundary. However, two mechanical trenches excavated on the lower terrace were positive for cultural material, and one trench (BHT 15) contained a feature

(Feature 5, Table 2). A radiocarbon date from Feature 5 indicated that this was the youngest feature at the site dating to 300 +/- 30 BP. Since Feature 5 appears to be the youngest feature, while also being stratigraphically the lowest, this indicates that the lower terrace landform is both younger than the upper terrace and that the formation processes of the two terraces are different. Specifically, it seems that the lower terrace has been more frequently flooded and has had more rapid sediment buildup than the upper terrace.

Additional, deeper trenches on both terraces and subsequent geoarchaeological analysis will allow us to test these hypotheses. Overall, additional trenching and geoarchaeological analysis will provide a greater understanding of when and how the site was occupied and how these landforms were created over time. The results from the landform study at 41WM1535 may be more broadly applicable to sites in similar settings along perennial streams in Central Texas and could help predict where future sites may be found and at what depths.

Chronology at Site 41WM1535

Site 41WM1535 presents an opportunity to refine the cultural chronology of Central Texas. Unlike many sites in the region, 41WM1535 has exhibited excellent organic preservation as evidenced by the 168.3 grams of charcoal collected during the testing phase (minimum mass recommended for an AMS radiocarbon date is 2 milligrams). Well-preserved faunal bone (both burned and unburned) was also observed throughout Feature 1 and in several trenches. The five radiocarbon dates from the testing phase as well as visual inspection of trench and unit profiles show that the site is also well-stratified. Within the upper terrace, the radiocarbon dates get older with decreasing absolute elevation and have very little to no overlap between dates. Furthermore, the two charcoal samples sent from different levels of Feature 1 produced non-overlapping dates that fit with their stratigraphic position.

Because the site exhibits two key characteristics – an abundance of organic remains and high stratigraphic integrity – it presents a unique opportunity to generate a comprehensive set of radiocarbon dates, further refining the region's chronology. While the radiocarbon dates obtained thus far only span the Late Prehistoric period, it is likely that additional, earlier occupations exist undisturbed at lower depths. If these occupations do not contain enough burned organic material for radiocarbon dating, OSL dating can be used as another means of absolute dating of the components.

Regional Subsistence Patterns

Artifact analysis from the testing phase showed that faunal material was the most numerous artifact type after thermally altered rock. The assemblage consisted mostly of large mammals but also included small mammals, bird, and mollusk shells. Several specimens showed evidence of either burning or butchery, providing further evidence of human food consumption. Preliminary analysis of a light fraction from a flotation sample in Feature 1 showed that charred seeds are preserved within the feature. Taken together, faunal and botanical evidence from the site has the potential to give a robust picture of food preparation and consumption throughout the Late Prehistoric Period in Central Texas. If earlier components are found to be present at deeper levels within the site, the time depth for comparison could be expanded to give an even broader view of changes in regional subsistence patterns over time. A large faunal and macrobotanical assemblage from the site could answer questions related to plant and animal availability over time as well as human preferences for use of certain plants and animals for food. Furthermore, macrobotanical remains and mollusk shells could be used to determine if the site was occupied on a seasonal basis and if that changed over time.

Transition from the Austin to Toyah Phase

Since 41WM1535 has produced radiocarbon dates spanning the Late Prehistoric period – i.e. both the Austin and Toyah phases – the site offers a window into how and when this major cultural shift took place in Central Texas. Feature 1, which has only been half excavated, has already provided interesting data related to this research theme. The first level of Feature 1, dated to 710+/- 30 BP, falls at the very beginning of the Toyah phase. This level of the feature contains bison rib bones, and bison hunting and consumption are typically associated with Toyah culture. However, a partial dart point found adjacent to Feature 1 and at the same level as the top of the feature indicates use of dart points rather than arrow points by those consuming the bison in Feature 1. This may be an example of scavenging and reuse of older lithic materials more typically associated with the Austin Phase. Additionally, Feature 1 consists of at least two different deposition episodes. The repeated use of the same location for cooking runs counter to Carpenter's (2017) suggestion that Toyah peoples used non-redundant short-term occupation sites.

Excavation of the rest of Feature 1 along with excavation of the other features recorded during testing will provide more information about how technology, subsistence, and occupations patterns changed from the Austin to Toyah phase. The site also has the potential to either refute or support Lohse et al.'s 2014 assertion that the Austin Phase is virtually indistinguishable from the preceding Late Archaic period. This will be especially true if earlier Archaic components are found at the site below the Late Prehistoric component.

Proposed Methods

JMT's proposed field methodology for data recovery excavations includes additional deep mechanical trenching that will be overseen by a geoarcheologist; hand excavation of 1 m x 1 m units. JMT will also collect sediment samples from feature contexts, and JMT's geoarcheologist subconsultant, Charles Frederick, will collect various large and small-scale sediment samples from trenches. Proposed analyses include soil micromorphology; organic carbon analysis; radiocarbon and/or optically stimulated luminescence (OSL) dating; soil flotation and macrobotanical analysis; zooarcheological analysis of the faunal assemblage; and general artifact analysis of any other classes of artifacts collected.

Geoarcheology and Mechanical Trenching

JMT's subconsultant, Charles Frederick, will conduct geoarchaeological work at the site. The proposed geoarchaeological work is designed to assess and document the large-scale alluvial stratigraphy and detailed context and integrity of the pre-contact component(s) at site 41WM1535. The proposal is structured into two tasks: Task 1 is the trenching and assessment of the large-scale alluvial stratigraphy, and Task 2 is detailed analysis of the excavated pre-contact component(s). At this time, it is considered likely that the deposits within the project area may contain more than one pre-contact component which, if present, should be identified during Task 1.

Task 1 will use a mechanical excavator (a Gradall) to expose windows into the subsurface that will allow assessment and inspection of the alluvial deposits present. This work will be done at the start of field operations so subsequent fieldwork can incorporate these exposures into the excavation plan, if warranted. These excavations will be documented by at least a single column profile that will be cleaned, described and photographed, and then sampled for detailed characterization of the sediments. This assessment will describe the profiles in general concordance with the methods described in (Schoeneberger et al. 2012). Cultural material will be noted when encountered and preliminarily assessed for context and integrity. Up to five mechanical trenches will be excavated during fieldwork, and their locations will be chosen by the geoarchaeologist.

Task 2 is designed to assess, document and describe the context and integrity and overall nature of the pre-contact occupation. This work will occur near the end of hand excavations in order to allow incorporation of all excavations made into the component. The field profiles will be examined, described and photographed so as to capture the nature of the pre-contact deposits and their integrity. A suite of bulk samples will be collected to support the field impression of the deposits, and these may include, but are not limited to samples for bulk sediment/soil analysis, organic carbon analysis, soil micromorphology, and elemental analysis.

JMT archeologists will also collect a 10 cm by 10 cm column sample from at least one trench that extends deeper than 2 m below ground surface for flotation and macrobotanical analysis. The column sample will be limited to a deeper trench because JMT already has dozens of column samples from shallower trenches excavated during the testing phase.

Hand Excavation

JMT will hand excavate ten cubic meters of sediment using 1 m by 1m excavation units. The test units excavated around Feature 1 will be reopened and the remaining half of Feature 1 will be excavated. Excavation units will be opened over Features 2 through 8 that were identified during the testing phase. Since all of these features were revealed through mechanical trenching, JMT plans to reopen previous trenches where features were identified and mechanically remove most of the soil from above the feature. The soil remaining above the feature will be hand excavated to reveal the feature in plan view. After the horizontal extent of the feature has been determined, the feature will be bisected and excavated one half at a time to allow the features to be drawn and photographed in profile. JMT will fully excavate smaller features, while large features may only be half excavated. In addition to excavating the known Features 2 through 8, JMT will also place excavation units over any newly discovered features uncovered by additional mechanical trenching. Their excavation will follow the same methods described above.

Hand excavation will proceed in arbitrary 10-cm levels unless the surrounding soil matrix or internal feature stratigraphy suggests excavating in natural levels or smaller levels would be more appropriate. All hand-excavated sediment will be screened through 1/4-inch hardware mesh.

Details of each level of each unit will be recorded on standardized level forms, and feature details will be recorded on feature forms. Photographs will be taken at the close of every level, and 3D scans of some unit and feature levels will be recorded with the Scaniverse application as determined by the Field Director. Horizontal and vertical measurements of the excavation units will be recorded with a total data station (TDS). A datum stake with string and line level will be placed outside the excavation units for horizontal control and measurement while excavation proceeds.

ARTIFACT AND SAMPLE COLLECTION

All artifacts recovered from hand excavations will be collected for analysis and curation except for thermally altered rocks. Thermally altered rocks will be sorted by size (0-5 cm; 5-10 cm; 10-15 cm; >15 cm) and weighed by size and provenience before being discarded in the field. Only a small sample of thermally altered rock will be retained for curation. Diagnostic artifacts and lithic tools from all trenches will be collected. Non-diagnostic artifacts found in trench back dirt will be recorded but not collected due to their non-specific provenience.

A soil sample will be collected from each excavated feature for flotation. Burned material from feature contexts will be recorded in drawings and mapped with the TDS before it is collected for radiocarbon dating. Burned material found outside of feature contexts will be noted but may not be collected.

Analyses

JMT will clean all recovered artifacts, after which they will be sorted into classes, quantified by provenience, and entered into an excel database. The physical attributes of lithic artifacts, including raw material, size, weight, and observable human modifications will be recorded within the artifact catalogue. JMT Archaeologist Amy Kolly, who specializes in zooarchaeology, will analyze all faunal material to identify all specimens to the most specific possible taxon. Where possible, individual elements will be recorded, and a minimum number of individuals (MNI) will be estimated. Any modifications to the faunal material such as cut marks or green breaks for possible bone marrow extraction will be recorded.

Soil samples collected from features will undergo flotation to separate any artifacts or botanical remains within the sample into light and heavy fractions. Heavy fractions will be analyzed by JMT staff, and any artifacts present will be recorded in the master artifact catalogue. JMT will send up to 70 light fractions to Dr. Leslie Bush for macrobotanical analysis.

Testing excavations showed that the site has excellent organic preservation, and burned organic material was observed in nearly every feature. As such, JMT expects to collect many more radiocarbon samples throughout the data recovery phase. JMT will submit up to 25 radiocarbon samples to ICA Radiocarbon Laboratory for AMS dating. Samples will be chosen from intact feature proveniences that span the vertical stratigraphy of the site in an attempt to build a robust suite of absolute dates for the site. If a deeper occupation proves to have poor organic preservation that precludes radiocarbon dating, JMT will submit one sample for single grain OSL dating.

As part of the geoarchaeological study of the site, Charles Frederick will conduct a number of soil analyses that could include, but are not limited to, bulk sediment/soil analysis, organic carbon analysis, soil micromorphology, and elemental analysis.

Human Remains Protocol

Human remains are not anticipated. However, if human remains are encountered during fieldwork, all work will cease in that area and the remains will be covered and protected. JMT will immediately notify Williamson County, the THC, and local law enforcement of the discovery. If it is determined that the remains are human and archeological, no further excavation will occur within that area of the site until a plan for their treatment can be developed in cooperation with Williamson County, the THC, and affiliated Native American tribes. JMT will follow all relevant consultation guidelines and laws in accordance with regulations in Chapters 711-715 of the Texas Health and Safety Code, the Antiquities Code of Texas, and 13 TAC 22.

Reporting and Curation

JMT will prepare a draft interim report describing the effort undertaken during the data recovery phase and summarizing initial analyses and results. The goal for the interim report is to allow Williamson County to proceed with construction within the site boundary while JMT completes a full analysis and data recovery report in accordance with the CTA's Guidelines and Standards for CRM Reports (Council of Texas Archeologists 2024). The report will include environmental and cultural contexts for the region, methods used, and results of the data recovery excavations and analyses. The draft report will be submitted to the THC for review and comment. Following acceptance of the draft report, JMT will prepare electronic and hard copies of the final report for submittal to the THC and distribution to local repositories in accordance with the terms of the Antiquities Permit.

Artifacts collected during the data recovery, as well as project-related records, will be prepared for curation and submitted to the Texas Archeological Research Laboratory (TARL) to fulfill the requirements of the Antiquities Permit.

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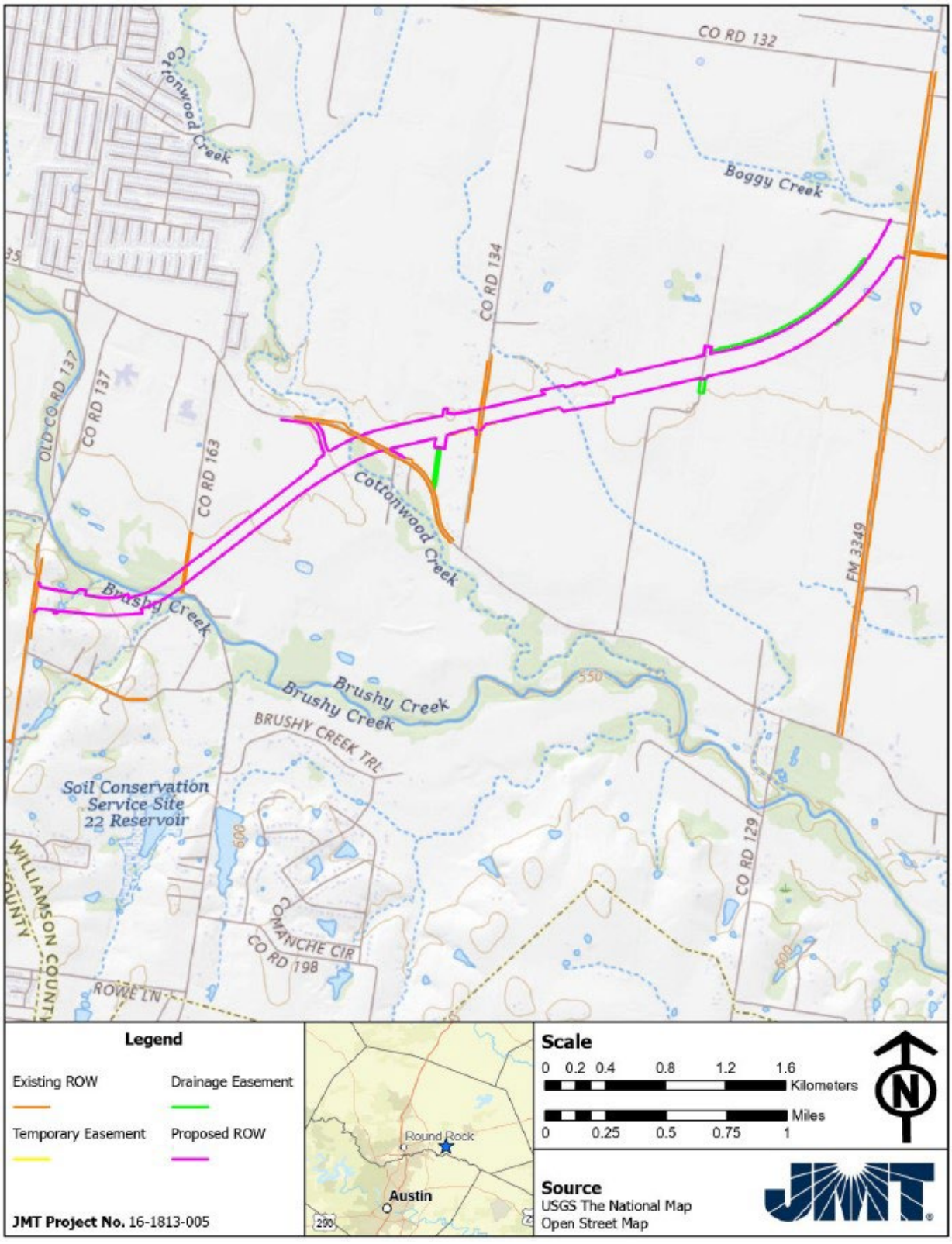


Figure 1. APE on a modern topographic map.

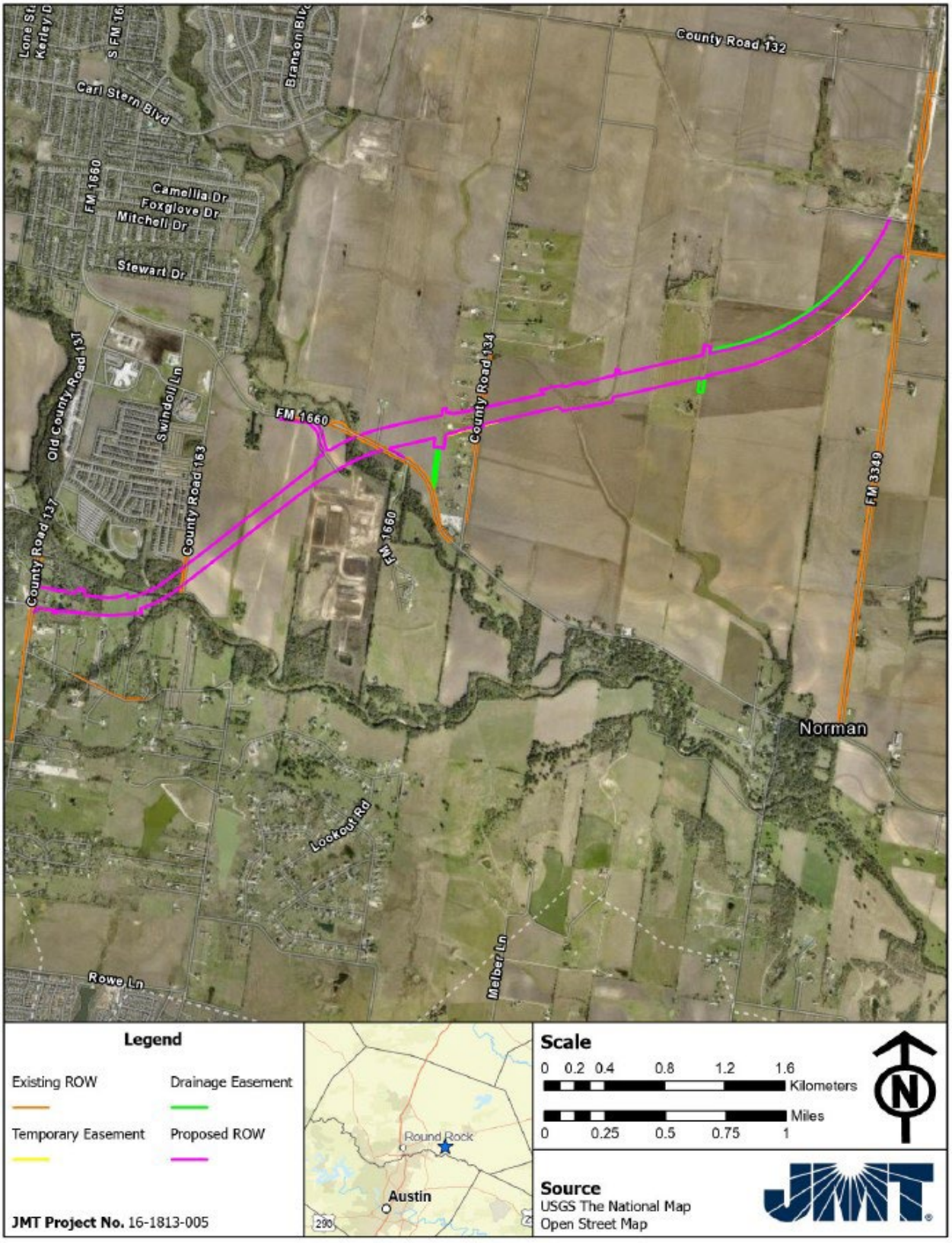


Figure 2. APE on a modern aerial image.

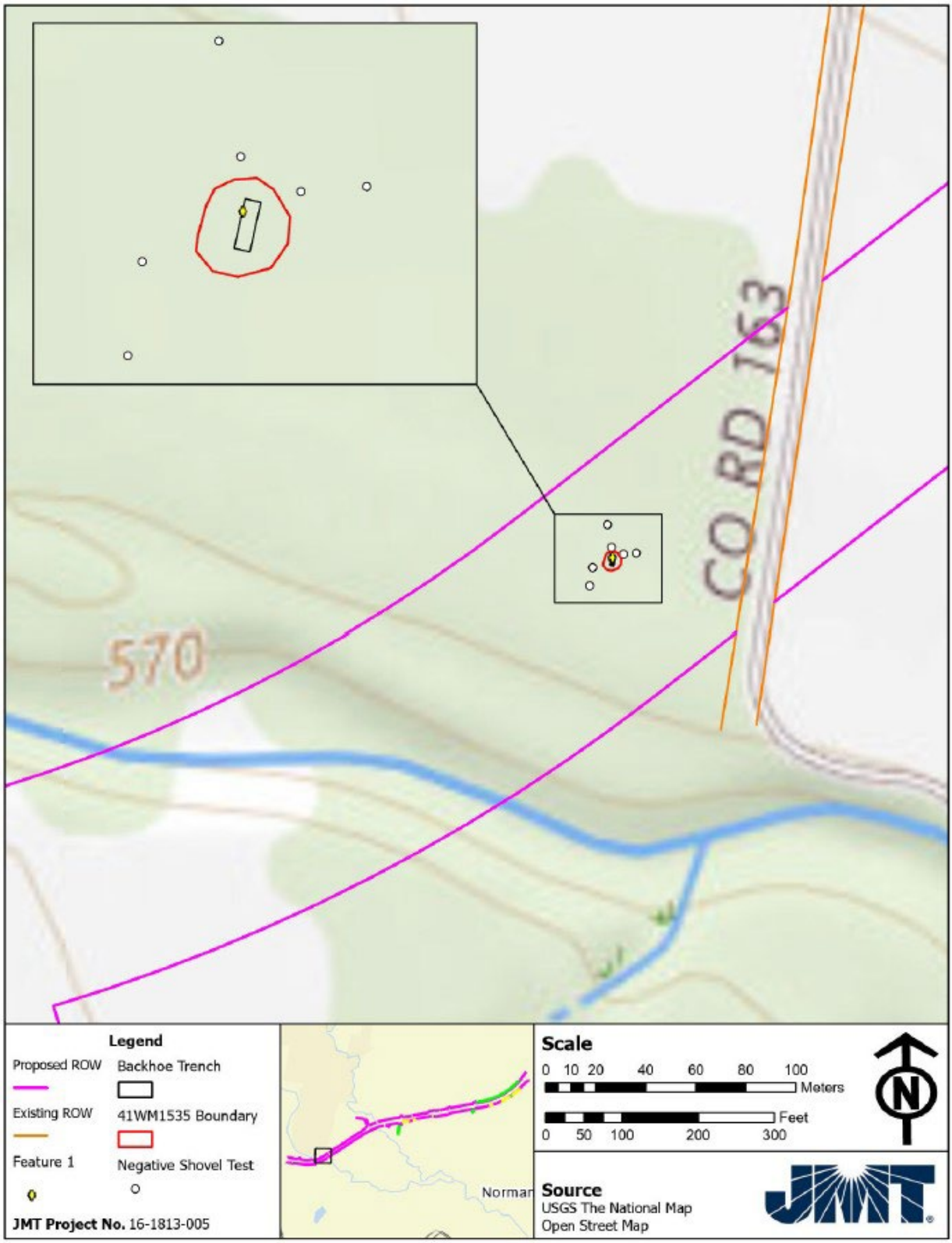


Figure 3. Map of site 41WM1535 following Stantec survey.

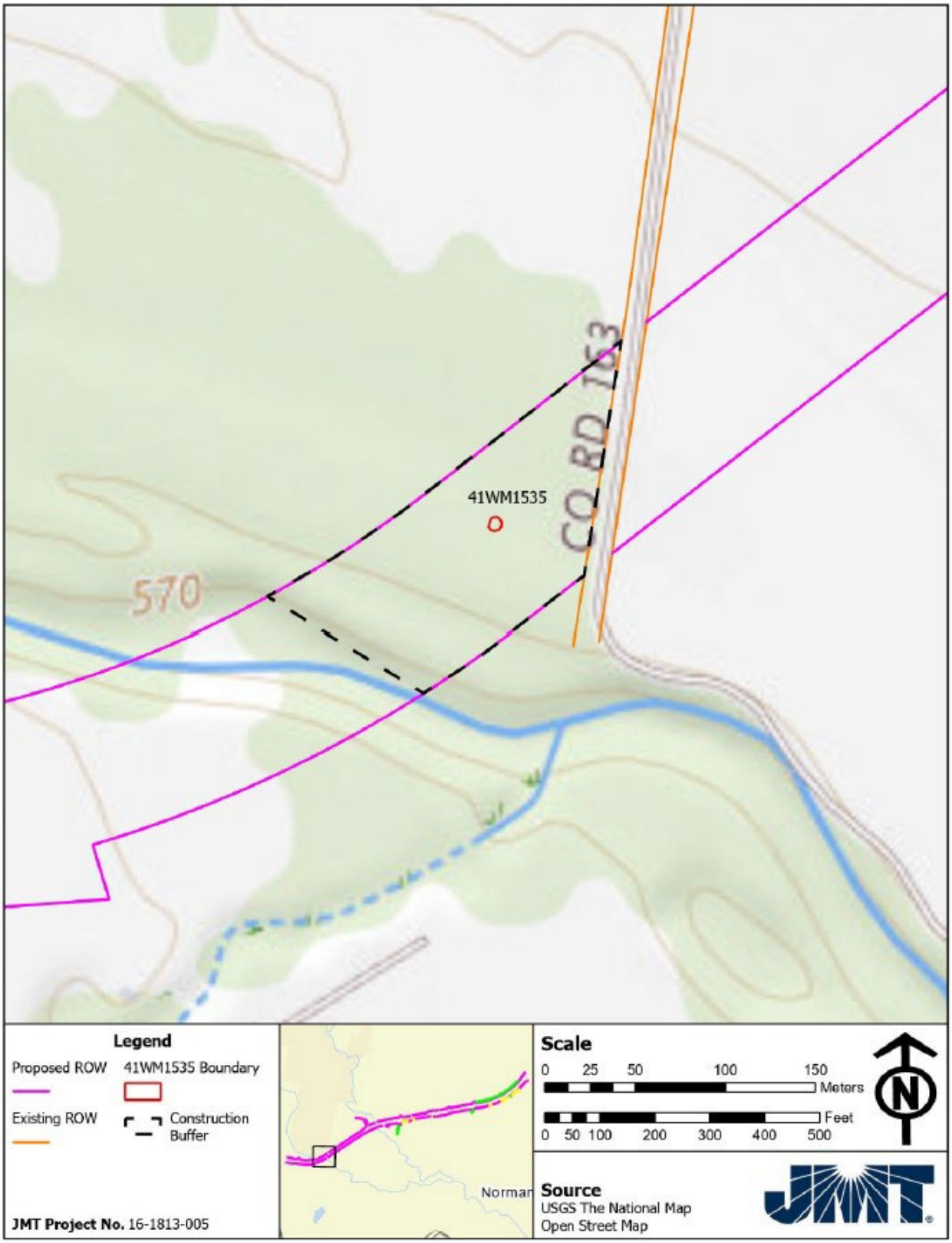


Figure 4. Construction buffer around site 41WM1535.

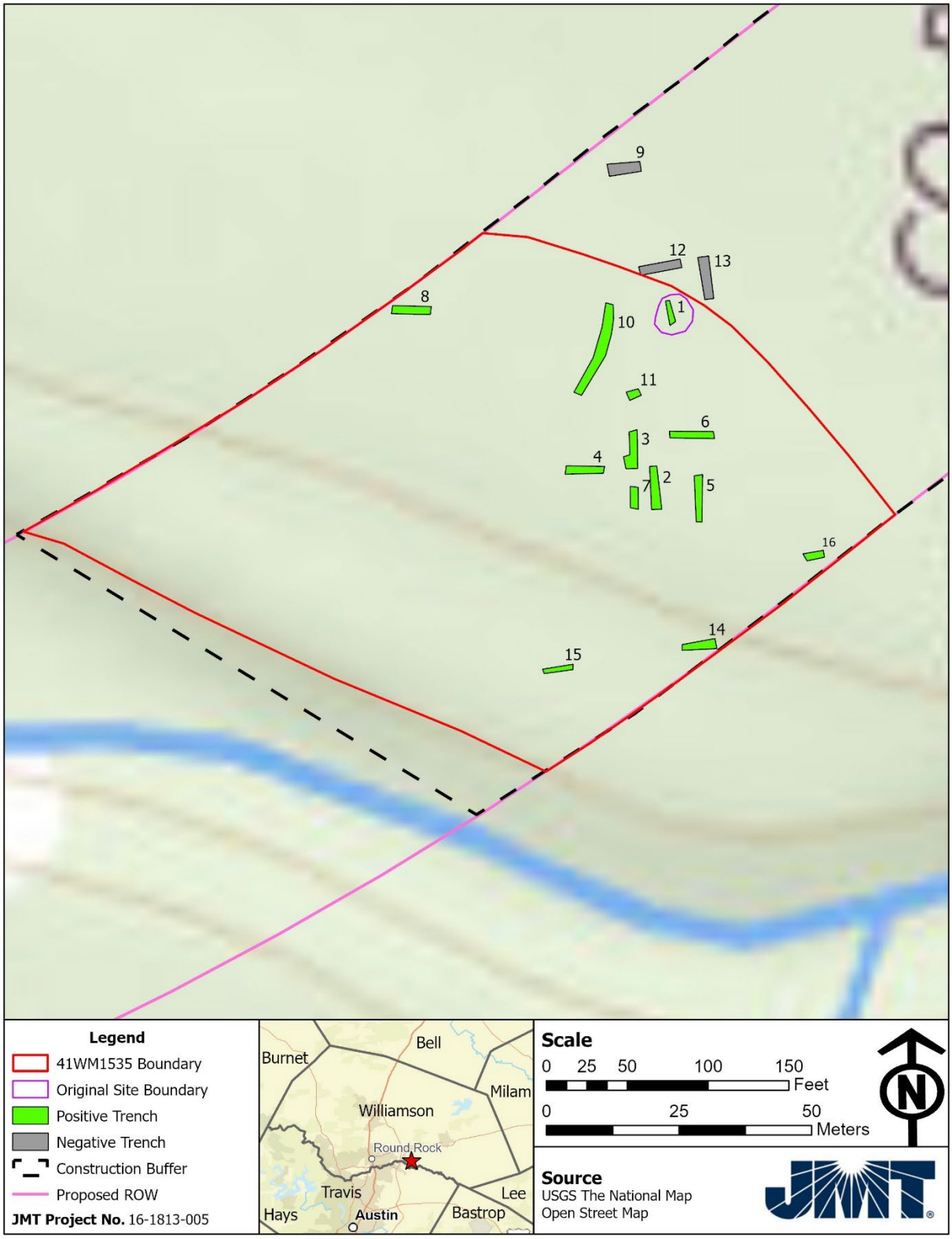


Figure 5. Testing trench results and new 41WM1535 site boundary

Attachment A: THC Concurrence on Interim Testing Report

From: noreply@thc.state.tx.us
To: Goldstein, Amy; reviews@thc.state.tx.us
Subject: [EXTERNAL] 41WM1535 Phase II Testing
Date: Wednesday, May 21, 2025 9:54:31 AM

Cyber Security Reminder: Please use caution - message originated outside JMT.



Re: Project Review under the Antiquities Code of Texas
THC Tracking #202509584
Date: 05/21/2025
41WM1535 Phase II Testing (Permit 32031)
CR 163
Hutto,TX 78634

Description: SAL eligibility testing of site 41WM1535 for the Southeast Loop Segment 2 project.

Dear Amy Goldstein:
Thank you for your submittal regarding the above-referenced project. This response represents the comments of the Executive Director of the Texas Historical Commission (THC), pursuant to review under the Antiquities Code of Texas.

The review staff, led by Rebecca Shelton, has completed its review and has made the following determinations based on the information submitted for review:

Archeology Comments

- THC/SHPO concurs with information provided.
- Property/properties are eligible for designation or already designated as State Antiquities Landmarks.

We have the following comments: Thank you for the interim report. The Archeology Division review staff concurs with your recommendations that the portion of site 41WM1535 identified in the project right-of-way is eligible for designation as a State Antiquities Landmark (SAL). For the full Draft Report, please include in the Abstract, Research Design, Recommendations and Conclusions, evaluation of 41WM1535 for eligibility under the National Register Historic Places (NRHP) criteria as well as a State Antiquities Landmark (TAC Chapter 25, Rule §25.2 Determination of Significance). We look forward to reviewing the draft report once the final macrobotancial analysis has been completed and all the data collected for faunal and lithic analysis is synthesized in the report. Finally, we concur that data recovery excavations should be conducted since 41WM1535 is eligible for listing on the NRHP and as an SAL and cannot be avoided.

We look forward to further consultation with your office and hope to maintain a partnership that will foster effective historic preservation. Thank you for your cooperation in this review

process, and for your efforts to preserve the irreplaceable heritage of Texas. If the project changes, or if new historic properties are found, please contact the review staff. If you have any questions concerning our review or if we can be of further assistance, please email the following reviewers: rebecca.shelton@thc.texas.gov.

This response has been sent through the electronic THC review and compliance system (eTRAC). Submitting your project via eTRAC eliminates mailing delays and allows you to check the status of the review, receive an electronic response, and generate reports on your submissions. For more information, visit http://thc.texas.gov/etrac-system.

Sincerely,



for Joseph Bell, State Historic Preservation Officer
Executive Director, Texas Historical Commission

Please do not respond to this email.

Attachment B: THC Concurrence on Stantec Survey Report

Turner-Pearson, Katherine

From: noreply@thc.state.tx.us
Sent: Friday, June 21, 2024 10:42 AM
To: Turner-Pearson, Katherine; reviews@thc.state.tx.us
Subject: Southeast Loop Segment 2

TEXAS HISTORICAL COMMISSION
real places telling real stories

Re: Project Review under the Antiquities Code of Texas
THC Tracking #202410330
Date: 06/21/2024
Southeast Loop Segment 2 (Permit 31165)
East of SH-130, between CR-137 & FM 3349

Description: Submitting a Revised Draft Report to address comments from the THC Reviewers.

Dear Katherine Turner-Pearson:
Thank you for your submittal regarding the above-referenced project. This response represents the comments of the Executive Director of the Texas Historical Commission (THC), pursuant to review under the Antiquities Code of Texas.

The review staff, led by Rebecca Shelton and Caitlin Brashear, has completed its review and has made the following determinations based on the information submitted for review:

Above-Ground Resources

- No further review of potential effects to above-ground historic resources is required under the Antiquities Code of Texas. However, should this project ultimately include any federal involvement, additional consultation with THC/SHPO under Section 106 of the National Historic Preservation Act will be required.

Archeology Comments

- THC/SHPO concurs with information provided.
- This draft report is acceptable. Please submit of one bound and one unbound paper final report, a completed Abstracts in Texas Contract Archeology online form, a curation form, and complete and redacted tagged PDF copies of the final report for the above referenced permit. Archeological project area shapefiles are due with the submittal of the draft report; if this has not occurred, please submit the via the tab on eTrac. For questions on how to submit these please visit our video training series at:
https://www.youtube.com/playlist?list=PLONbbv2pt4cog5t6mCqZVaEAx3d0MkgQC

We have the following comments: The Archeology Division review staff concurs that site 41WM1424 is not eligible for listing on the NRHP or as an SAL. We concur that the newly recorded site 41WM1535 is of undetermined eligibility and should be avoided as shown in Figure 11. In order to evaluate 41WM1535 eligibility, testing under a testing permit should include full site delineation and the excavation of additional backhoe trenches and test units with detailed analysis of the site deposit and artifacts.

We look forward to further consultation with your office and hope to maintain a partnership that will foster effective historic preservation. Thank you for your cooperation in this review process, and for your efforts to preserve the irreplaceable heritage of Texas. If the project changes, or if new historic properties are found, please contact the review staff. If you have any questions concerning our review or if we can be of further assistance, please email the following reviewers: rebecca.shelton@thc.texas.gov, caitlin.brashear@thc.texas.gov.

This response has been sent through the electronic THC review and compliance system (eTRAC). Submitting your project via eTRAC eliminates mailing delays and allows you to check the status of the review, receive an electronic response, and generate reports on your submissions. For more information, visit http://thc.texas.gov/etrac-system.

Sincerely,



for Bradford Patterson
Chief Deputy State Historic Preservation Officer

Please do not respond to this email.

Caution: This email originated from outside of Stantec. Please take extra precaution.

Attention: Ce courriel provient de l'extérieur de Stantec. Veuillez prendre des précautions supplémentaires.

Atención: Este correo electrónico proviene de fuera de Stantec. Por favor, tome precauciones adicionales.

Commissioners Court - Regular Session **63.**

Meeting Date: 07/01/2025

RM 2243 Relocation Claim

Submitted For: Charlie Crossfield **Submitted By:** Don Childs, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a claim for payment of housing supplement with Henry A. Boyd Jr. related to the right of way acquired for the RM 2243 project (Parcel 206). Funding Source: TANS P588

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

claim

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	06/26/2025 11:06 AM
Form Started By: Don Childs		Started On: 06/25/2025 03:33 PM
Final Approval Date: 06/26/2025		

Claim for Payment of Supplement

☐ Rent Supplement ☐ Down Payment Assistance ☒ Housing Supplement

Print or Type All Information - Read Rules on Last Page

1. Name of Claimants(s):
Henry A. Boyd, Jr.

Parcel: 206 | County: Williamson

Roadway: RM2243/Hero Way

2. Property Acquired by Williamson County
By: ☐ Negotiation ☒ Condemnation

Address: 7650 RR 2243
Leander, Texas 78641

3. Replacement Housing

Address: Remainder Parcel
7650 RR 2243
Leander, Texas 78641

4. Occupancy of County-Acquired Property:
☐ Owner-Occupant
- ☐ House
- ☐ Apartment
- ☐ Mobile Home

☒ Tenant
- ☐ House
- ☐ Apartment
- ☒ Mobile Home
- ☐ Sleeping Room

5. Replacement Housing Data (do not complete fields b & c for Rent Supplement)
a. Date of Physical Occupancy of Replacement Dwelling

b. Purchase Date of Replacement Dwelling: 02/24/2025

c. Purchase Price of Replacement Dwelling:
$ 81,990.00

6. Controlling Dates	Mo.	Day	Yr.
a. First Offer in Negotiations	12	22	2022
b. Date Property Acquired	06	13	2023
c. Date Required to Move	01	15	2025

7. Continuous Occupancy of Property Acquired by County:
From (Date): 1997
To (Date of Move):

8. Amount of This Claim $ 81,980.00

a. Housing Supplement: $ 81,980.00

b. Down Payment Assistance:
1. Amount Paid on Principal $
2. Incidental Expenses $

c. Total Rent Supplement $

9. Payment of this claim in the amount shown in Block 8 above is requested. I certify that this move was made as a result of the acquisition of the property for highway purposes, the information submitted herewith is true and correct, and that the dwelling I now occupy meets the standards of decent, safe and sanitary housing to the best of my knowledge and belief.

6/10/25
Date of Claim

Henry A. Boyd
Claimant

Spaces Below to be Completed by Williamson County

The dwelling at the address under Block 3 above has been inspected and, in my opinion, meets the standards for decent, safe and sanitary housing.

Date of Inspection

Inspected By - Signature

I certify that I have examined this claim and found it to conform to the applicable laws and regulations governing relocation assistance payments. I further certify the computation of the payment and the information shown herein is correct. This claim is recommended for payment as follows:

Amount of $ 81,980.00

Date: _____

By: _____
Williamson County Judge

RIGHT OF WAY OF TEXAS, LLC

3411 SAM BASS ROAD, ROUND ROCK, TEXAS 78681
(O) (512) 372.6220

June 11, 2025

TO: Lisa Dworaczyk, Sheets and Crossfield

FROM: Danny Jackson, Right of Way of Texas

SUBJECT: Replacement Housing Payment Request

Williamson County:
Hero Way
Parcel 206 Tenant
Henry Boyd

Forms included with this submission include:

Claim Form for Payment of Housing Supplement
Unpaid Invoice from 5P Mobile Home Services for cost of Mobile Home
W-9 for Henry Allen Boyd, Jr.
Hardship letter from Henry Boyd
Certification of Eligibility
Displacement Pictures
Replacement Pictures
Approved Replacement Housing Supplement
30 day notice to vacate
90 day relocation letter
Revised relocation letter
Contact notes

REMARKS

Attached is the unpaid invoice from 5P Mobile Home Services for the replacement mobile home for Henry Boyd.

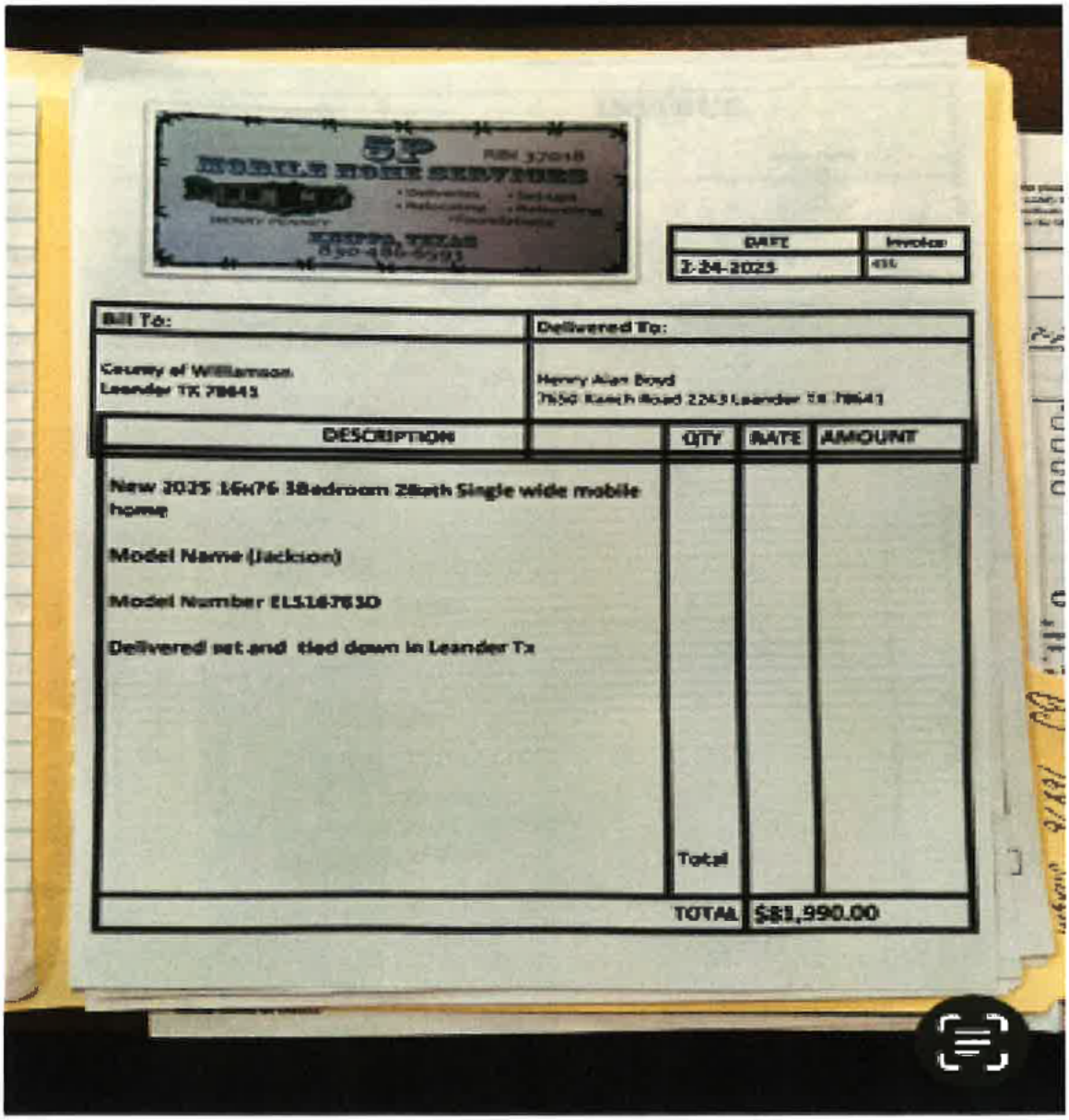
Mr. Boyd does not have the funds to purchase the mobile home and have it set and made DS&S. Because of this hardship we are requesting that the replacement housing supplement claim be approved and payment issued. We will hold the replacement housing supplement check in our office and payment for the housing supplement will not be made to the displacee, until the mobile home is made DS&S and all remining documentation is provided.

Once the replacement mobile home is inspected and payment made we will amend this payment request with the final information and documents.

If you have any questions or need any additional information, please do not hesitate to call me at 512-922-5930.

2:20 8:24

76292255819__E43C2B... Done

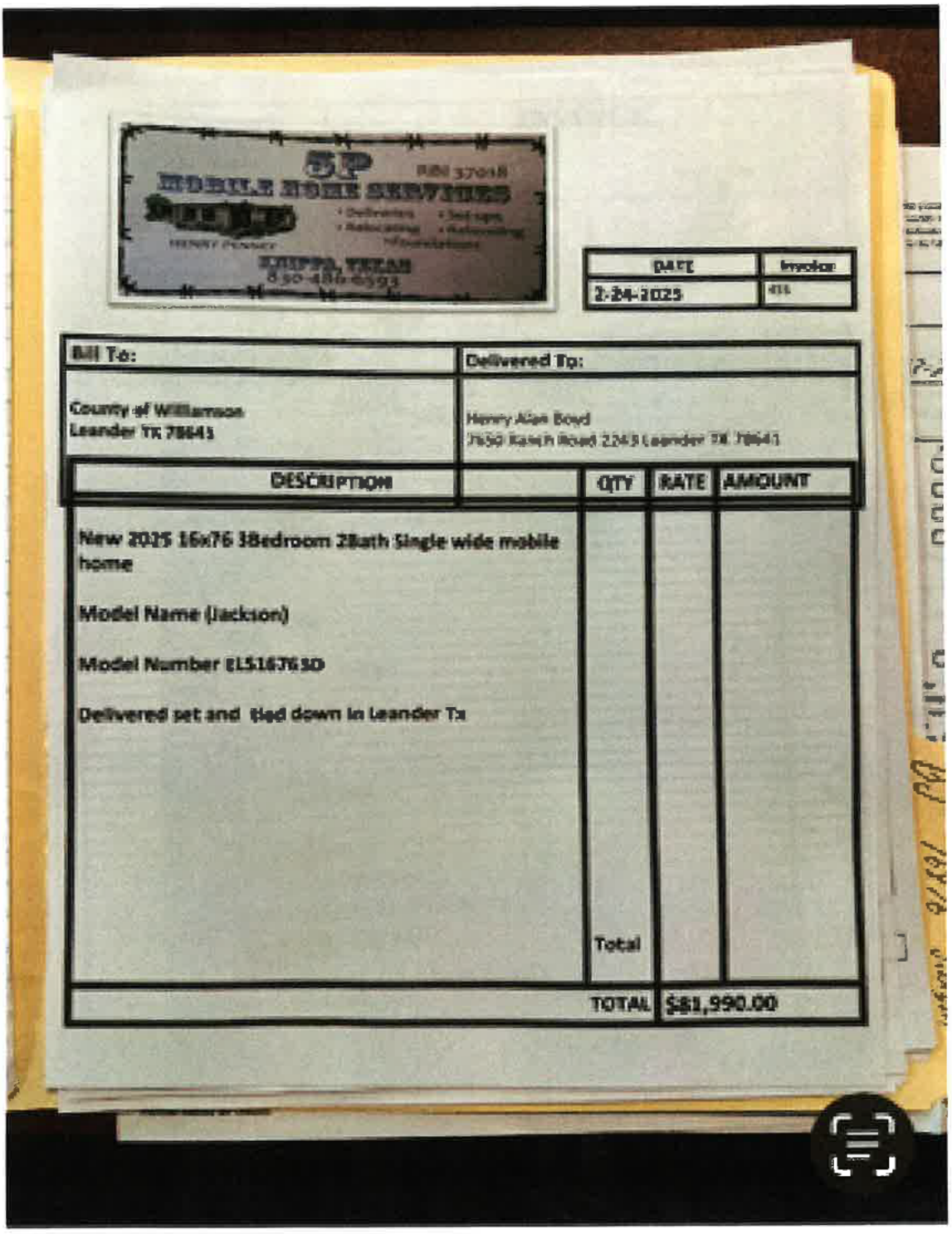


DATE	Invoice
2-24-2025	431

Bill To:	Delivered To:
County of Williamson Leander TX 78641	Henry Alan Boyd 7650 Ranch Road 2243 Leander TX 78641

DESCRIPTION		QTY	RATE	AMOUNT
New 2025 16x76 3Bedroom 2Bath Single wide mobile home Model Name (Jackson) Model Number EL5168763D Delivered set and tied down in Leander Tx		Total		
		TOTAL		$81,990.00

Supplement amout is $81,980.00



5P
MOBILE HOME SERVICES
KEMPNER, TEXAS

DATE	Invoice
2-24-2025	416

Bill To:	Delivered To:
County of Williamson Leander TX 78641	Henry Alan Boyd 7650 Ranch Road 2243 Leander TX 78641

DESCRIPTION		QTY	RATE	AMOUNT
New 2025 16x76 3Bedroom 2Bath Single wide mobile home Model Name (Jackson) Model Number EL5167K3D Delivered set and tied down in Leander Tx		Total		
			TOTAL	$81,990.00

Williamson County
RM 2243/Hero Way
Parcel 206

To whom it may concern

In order to pay for a replacement mobile home up front and then be reimbursed by the County this creates an undue financial hardship on myself, because I live on a very limited fixed income, therefore, I am requesting an advanced payment for my replacement mobile home.

Henry Boyd 

CERTIFICATION OF ELIGIBILITY

Project: RM 2243 / Hero Way
Parcel: 206

Displacee: Henry A Boyd Jr

Individuals, Families and Unincorporated Businesses or Farming Operations

I certify that myself and any other party(ies) with a financial interest in this relocation assistance claim are either:

☒ Citizens or Nationals of the United States

or

☐ Aliens lawfully present in the United States

* If an Alien lawfully present in the United States, supporting documentation will be required.

Henry A Boyd Jr
Claimant

Date: 10-20-23

Claimant

Date:

Incorporated Business, Farm or Nonprofit Organizations

I certify that I have signature authority for this entity and such entity is lawfully incorporated under the applicable state's laws and authorized to conduct business within the United States.

Claimant

Date:

SUPPLEMENTAL PAYMENT ESTIMATE - REPLACEMENT HOUSING

Print or Type All Information

Displacee's Name: Henry Boyd	Parcel No. 206	Project: Hero Way
	First Offer in Negotiations (Date): 12-22-2022	
	Occupancy Since (Date): 1997	County: Williamson

Type Supplement:
- ☐ Normal
- ☒ Revised
- ☒ Last Resort
- ☐ 180-day Owner
- ☒ 90-day Occupant
- ☐ Late Occupants

Property From Which Displaced:
- ☐ Single Family Home
- ☐ Apartment
- ☒ Mobile Home
- ☐ Duplex
- ☒ Mobile Home Site
- ☐ Other:

☐ Utilities in Subject Rent ☒ Utilities Not in Subject Rent

Monthly Gross Income: $1,298.00 X 30% = $ 389.40

Replacement Property Data

★ Denotes Selected Replacement Property

Property No.	Total Rooms	No. Bdr.	Apprx. Sq. Ft.	Age	Quality	Cond.	Yd. Imp.	Index	Probable Sales Price	Rental Cost
MH001	6	2	820	10	15	5	N/A	30	$75,120	
MH002★	7	3	1038	10	18	5	N/A	33	$81,980	
MH003	7	3	1013	10	18	5	N/A	33	$93,488	
Subject	7	3	1270	5	1	1	0	7		
R001★	N/A	N/A	N/A	N/A	N/A	N/A	3	3		$961.00
R002	N/A	N/A	N/A	N/A	N/A	N/A	3	3		$835.00

Replacement Housing Supplement

Replacement Cost $81,980.00

Subject Value $0.00 (see remarks)

Supplement $81,980.00

Rent Supplement

Actual Rent	Fair Market Rent	Gross Income	Replacement Cost Supplement
$420.00	$N/A	$ 389.40	$961.00
x 42	x 42	x 42	x 42
$17,640.00	$N/A	$16,354.80	$40,362.00

SUPPLEMENT = $24,007.20

Total number of displaced persons: 1.

List name, age, gender and relationship of household occupants other than displacee(s) named on page 1.

Name of Household Occupant(s):	Age:	Gender:	Relationship to Displacee:
None			

SUBJECT PROPERTY

This replacement housing supplement and rental assistance supplement are being revised due to the increased cost for rental location, and current availability of mobile homes for sale and updated pricing from the mobile home dealers.

The subject dwelling is a mobile home located at 7650 Ranch Road 2243, Leander, Texas 78641. The mobile home is in extremely poor condition and not considered decent, safe and sanitary. The Displacee, Henry Boyd, owns the mobile home which is located on a large acreage tract owned by a different party. The Displacee rents the space where the mobile home is located. This mobile home is 1,270 sq. ft. with 3 bedrooms, 2 bathrooms, a living room, dining area, kitchen, and utility room. The mobile home is filled with a large amount of personal property. The back bedroom is filled with various electronic equipment and is blocked off and not easily accessible. The 3rd bedroom is not accessible and has floor damage and is not habitable. The bathrooms are not accessible or functional and the Displacee currently only occupies one of the bedrooms, the living area and the kitchen.

There is no garage or carport, parking is open. Utilities for the dwelling include electricity and paid separately from his rent to the property owner monthly. The mobile home does not have running water available and the Displacee obtains water from the property owner's well and keeps in in gallon jugs in the home. As previously mentioned, there are no working bathrooms in this mobile home, and it is not connected to any sewer or septic system. Trash pickup is not available for this area. The only heating in the mobile home is provided by a space heater in the bedroom occupied by the Displacee. There is no other functional heat or air condition in this dwelling.

The property owner confirmed that the Displacee has a verbal, month to month lease agreement and pays $300/month rent for the mobile home site plus $120/month for electricity provided by the property owner, for total rent and utilities of $420.00/mo. The mobile home site is not considered DS&S because of its extremely poor condition and does not include connections for running water or a septic system.

The Uniform Relocation Act Income Limits establish the extent of replacement housing assistance dependent on qualifying as low-income, as defined by the U.S. Department of Housing and Urban Development. The Act applies to all federal agencies that initiate action that forces households to relocate from their residence. Generally, low income for Uniform Act purposes is income which does not exceed 80 percent of the median family income for the applicable area as determined by the U.S. Department of Housing and Urban Development. Austin-Round Rock 80% income limits for a one-person household is $65,450 per year. Mr. Boyd's only income is from Social Security Disability in the amount of $1,298.00/month or $15,576/year verified by a copy of his Social Security benefit statement.

The subject mobile home cannot be moved without significant damages, the costs to make repairs in order to make this mobile home DS&S would far exceed the cost to replace it with a comparable DS&S mobile home. Because of the extremely poor condition this mobile home has no trade in value and has no salvage value, therefore, we consider the subject mobile home to have no value. A replacement housing supplement will be calculated based on the cost to replace the subject dwelling with a comparable, functionally equivalent DS&S mobile home that will qualify to be placed in a mobile home park.

In addition, because the Displacee rents the space where his mobile home is located, we will also calculate a rent supplement for a comparable mobile home space with rent and utilities.

SEARCH FOR REPLACEMENT MOBILE HOME AND CALCULATION OF REPLACEMENT HOUSING SUPPLEMENT

Our research using Realtor.com, Zillow, local MLS service and contacting local mobile home dealers we were unable to find any used mobile homes for sale that were DS&S and able to be moved into a mobile home community. However, we were able to find new 2 and 3 bedroom, 2 bath comparable mobile homes with square footages ranging from 820 to 1,038 and prices ranging from $75,120 to $93,488. The following three mobile homes were identified as most comparable to that of the subject and function of use:

Comparable property MH001 **(THE DELIGHT)** is located at Clayton Homes at 6801 E. Ben White Blvd., Austin, Texas. This mobile home is a 2 bedroom, 2 bath 820 sq. ft. home with a total of 6 rooms that consists of kitchen, dining area, living room, and utility room. Kitchen features freestanding range, Interior features include vinyl floors and carper in the bedrooms. This is a new mobile home in excellent condition. The price of this mobile home with sales tax and registration is $56,671. The cost to move and set up are as follows; Pad (foundation) $2,961, Electrical Hookups: $5,125., Plumbing Hookups $3,500. Skirting and Decks $6,703. and City Permits $160. for a total move and set up cost of $18,449.00. The total cost for this mobile home with setup is $75,120.00.

★Comparable property MH002 **(THE GLORY/GRAND)** is located at Clayton Homes at 6801 E. Ben White Blvd., Austin, Texas. This mobile home is a 3 bedroom, 2 bath 1,038 sq. ft. home with a total of 7 rooms that consists of kitchen, dining area, living room, and utility room. Kitchen features freestanding range, Interior features include vinyl floors and carper in the bedrooms. This is a new mobile home in excellent condition. The price of this mobile home with sales tax and registration is $63,531.00. The cost to move and set up are as follows; Pad (foundation) $2,961, Electrical Hookups: $5,125., Plumbing Hookups $3,500. Skirting and Decks $6,703. and City Permits $160. for a total move and set up cost of $18,449.00. The total cost for this mobile home with setup is $81,980.00.

Comparable property MH003 **(THE GRAPEVINE)** is located at Factory Expo 2075 State Highway 46 North, Seguin, Texas 78155. This mobile home is a 3 bedroom, 2 bath 1,013 sq. ft. home with a total of 7 rooms that consists of a kitchen, dining area, living room, and utility room. Kitchen features freestanding range, Interior features include vinyl floors and carper in the bedrooms. This is a new mobile home in excellent condition. The price of this mobile home with sales tax and registration is $70,328.00 The cost to move and set up are as follows, foundation $5,000.00 delivery and setup $7,500.00, AC install $3,500.00, electric and plumbing hookups $5,000.00, skirting and decking $2,000.00 and city permits $160.00. The total move and set up cost of $23,160.00. The total cost for this mobile home with set up is $93,488.00.

Chosen Comparable

Comparable #MH002 was chosen because this mobile home is functionally equivalent to the subject since the Displacee only occupies one bedroom and the living room and kitchen in the displacement dwelling and this comparable replaces the bedroom currently utilized for storage. In addition, because the subject mobile home is in such disrepair and non-DS&S, this comparable is far superior in function and condition than the subject mobile home.

Replacement Housing Supplement

The Replacement Housing Supplement is the difference between the value of the subject and the purchase price of the chosen comparable. Since there was no salvage value for the mobile home, the Replacement Housing Supplement is the Replacement Cost of **$81,980.00**. Provisions of Last Resort Housing apply to this calculation as the supplement payment estimate exceeds $31,000. It is recommended that the replacement housing supplement in the amount of **$81,980.00** be authorized to allow the subject household to relocate into a suitable, decent, safe and sanitary replacement dwelling.

SEARCH FOR RENTAL SITE FOR MOBILE HOME AND CALCULATION OF RENTAL SUPPLEMENT

Our research to locate a mobile home community was utilized by using Realtor.com, Zillow, local MLS and internet searches. No properties were available in the Leander area, so our search was expanded to include the Georgetown area. We were only able to find 2 listed mobile home communities in the area with spaces available for rent. We identified the following two properties as most comparable to that of the subject:

★Comparable property #R001 **(GLENWOOD)** is located at Glenwood Mobile Home Park, Redondo Dr. Georgetown, Texas. This is a 50' X 100' mobile home space. There is no garage parking and is located 17.3 miles from the subject. This lot is in the Georgetown school district. Rent is $715.00/mo., plus utilities $246.00 using the HUD utility schedule for the area for a total rent and utilities of $961.00.

Comparable property #R002 **(SUNNY CREEK)** is located at Sunny Creek Mobile Home Park 394 FM 972 Georgetown, Texas. This is a 50' X 100' mobile home space. There is no garage parking. This mobile home community is located 15.7 miles from the subject. This lot is in the Georgetown school district. Rent is $545.00/mo., plus utilities $290.00 using the HUD utility schedule for the area for a total rent and utilities of $835.00.

Chosen Comparable

All the comparable properties are functionally equivalent or superior to the subject property with comparable #R001 having several spaces immediately available. Other properties were not chosen or considered because of much further distance from the subject location. The selected comparable rent is $715.00/mo., plus the estimated utilities of $246.00 for a total rent and utilities of $961.00/mo.

Rent Supplement

The Rent Supplement is computed by determining the difference between the rent and utilities at the replacement site for 42 months ($961.00 X 42 = $40,354.80) and current actual rent or affordable rent based upon gross monthly income, if applicable for 42 months. As previously mentioned, the Displacee is considered low income and affordable rent and utilities based upon of 30% of his Gross Income is $389.40/month for 42 months is $16,354.80. Accordingly, the total Rent Supplement is the difference between $40,362 and $16,354.80 for a total of $24,007.20.

The provisions of Last resort Housing apply to this calculation as the supplement payment estimate exceeds $7,200. It is recommended that the relocation supplement payment in the amount of **$24,007.20** be authorized to allow the subject household to rent a suitable, decent, safe and sanitary replacement site.

In summary, the Displacee is entitled to a **Replacement Housing Supplement** in the amount of **$81,980** and a **Rent Supplement** in the amount of **$24,007.20.**

Comparable replacement property data used in the Supplement is based on the Residential Comparison Index as per TxDOT ROW Volume 3 Relocation Assistance Manual page 21-5 and 21-6.

The supplemental payment(s) on page 1 have been determined by me and are to be used in connection with a federal-aid highway project. The replacement housing used for these supplement computations are certified to be fair housing open to all persons regardless of race, color, religion, age, sex, national origin or handicap and consistent with the requirements of Title VIII of the Civil Rights Act of 1968. I have no direct nor indirect, present or contemplated interest in this transaction nor will I derive any benefit from the supplemental payment.

Prepared by:

Laura Nelson — 12/23/24

(signature) — Date

~~Danny Jackson~~ Laura Nelson

~~Project Manager~~

Right of Way of Texas, LLC.

Approval by:

Lisa Dworaczyk — 1/6/25

(signature) — Date

Lisa Dworaczyk

ROW Project Manager

RESIDENTIAL PROPERTY EVALUATION

Property No.: Subject

Print or Type All Information - Attach Photographs to Reverse Side		
Owner or Listing Agency: Henry Boyd		Project: Hero Way (RM 2243)
Address of Property (Street, City, Apt. No. or Bldg. No.: 7650 RR 2243, Leander Texas 78641		County: Williamson

☐ Single Family Home	☐ Apartment	☐ Sleeping Room
☒ Mobile Home	☐ Mobile Home Site	☐ Other - Explain in Remarks
☐ Utilities In Rent	☒ Utilities Not in Rent	

		Date Inspected: 10/20/2023
Listed Sale Price: $N/A	Probable Sales Price: $N/A	Listed Rental Cost: $300/mo.
Age (Years): 26	Total Rooms: 7	Approx. Sq. Ft.: 1270
Number of Bedrooms: 3	Number of Baths: 2	Lot Size: Acreage
Type Garage: None	Type Heating: See Below	Type Air Conditioning: See Below
Type Construction: Mobile Home	Type Utilities: See Below	Type Street: Gravel
Quality: Very Poor	Condition: Very Poor	Yard Improvements: Poor

Built-in Appliances:
☐ None ☒ Cook Stove ☐ Oven ☐ Dishwasher ☐ Disposal ☐ Other - Explain in Remarks

Remarks:

The subject dwelling is a mobile home in extremely poor condition and is not decent, safe and sanitary. The size of the structure is approximately 1,270 sq. ft. and it is located on a large acreage tract. This mobile home has three (3) bedrooms, two (2) bathrooms, a living room, dining area/kitchen, and utility room. There is no front door and due to the poor condition of the mobile home, one (1) of the three bedrooms, and both bathrooms are unusable.

There is no garage or carport, parking is open. The only working utility is electricity, no running water or available septic. The displacee obtains gallon jugs of water from the property owner's well or purchases drinking water from the store. The bathrooms and toilets do not have an available sewer or septic to connect to and are unusable. No trash pickup for this area. The only heating and air conditioning in the mobile home is in the bedroom where Mr. Boyd sleeps and it is provided by a small window unit, there is no other heat or air conditioning in this dwelling.

The displacee Henry Boyd is the owner of the mobile home and is considered his personal property, he only rents the land on which the mobile home is situated, and he also pays the property owner separately for the electricity that he uses.

The displacee Henry Boyd does not have a lease agreement for this property, he pays $300/mo., rent for the land that the mobile home is located, and he pays an additional monthly fee of $120/mo., for electricity.

The rental cost for this mobile home lot is $300/mo. and the utilities are $120/mo., for a total rent and utilities of $420.00.

Comparison Index

Age	Quality	Condition	Yard Improvements	Index
5	1	1	0	7

RESIDENTIAL PROPERTY EVALUATION

Property No.: Comp # MH001

Print or Type All Information - Attach Photographs to Reverse Side		
Owner or Listing Agency: Clayton Homes 512-385-2077		Project: Hero Way
Address of Property (Street, City, Apt. No. or Bldg. No.: 6801 E Ben White Blvd. , Austin, Texas		County: Williamson
☐ Single Family Home ☒ Mobile Home ☐ Utilities In Rent	☐ Apartment ☐ Mobile Home Site ☐ Utilities Not in Rent	☐ Sleeping Room ☐ Other - Explain in Remarks
		Date Inspected: 11-20-2023
Listed Sale Price: $75,120.00	Probable Sales Price: $75,120.00	Listed Rental Cost: $N/A
Age (Years): New	Total Rooms: 6	Approx. Sq. Ft.: 820
Number of Bedrooms: 2	Number of Baths: 2	Lot Size: N/A
Type Garage: None	Type Heating: Central Elec.	Type Air Conditioning: Central Elec.
Type Construction: Mobile Home	Type Utilities: N/A	Type Street: N/A
Quality: Excellent	Condition: Excellent	Yard Improvements: N/A

Built-in Appliances:
☐ None ☐ Cook Stove ☐ Oven ☐ Dishwasher ☐ Disposal ☒ Other - Explain in Remarks

Remarks:

THE DELIGHT

This is a new mobile home located at Clayton Home Mobile Home showroom located at 6801 E. Ben White Blvd., Austin Texas. This mobile home is approximately 820 sq. ft with 2 bedrooms and 2 baths with kitchen, dining area, living room and utility room. The flooring is vinyl and carpet in the bedrooms. Appliances include range oven. This home is in excellent condition.

The price of this mobile home with sales tax and registration is $56,671. The cost to move and set up are as follows; Pad (foundation) $2,961, Electrical Hookups: $5,125., Plumbing Hookups $3,500. Skirting and Decks $6,703. and City Permits $160. for a total move and set up cost of $18,449.00. The total cost for this mobile home with setup is $75,120.00.

Comparison Index

Age	Quality	Condition	Yard Improvements	Index
10	15	5	N/A	30

RESIDENTIAL PROPERTY EVALUATION

Property No.: Comp # ★MH002

Print or Type All Information - Attach Photographs to Reverse Side		
Owner or Listing Agency: Clayton Homes 512-385-2077		Project: Hero Way
Address of Property (Street, City, Apt. No. or Bldg. No.: 6801 E. Ben White Blvd., Austin, Texas		County: Williamson
☐ Single Family Home ☒ Mobile Home ☐ Utilities In Rent	☐ Apartment ☐ Mobile Home Site ☐ Utilities Not in Rent	☐ Sleeping Room ☐ Other - Explain in Remarks
		Date Inspected: 11-20-2023
Listed Sale Price: $81,980	Probable Sales Price: $81,980	Listed Rental Cost: $N/A
Age (Years): New	Total Rooms: 7	Approx. Sq. Ft.: 1038
Number of Bedrooms: 3	Number of Baths: 2	Lot Size: N/A
Type Garage: None	Type Heating: Central Elec	Type Air Conditioning: Central Elec
Type Construction: Mobile Home	Type Utilities: N/A	Type Street: N/A
Quality: Excellent	Condition: Excellent	Yard Improvements: N/A

Built-in Appliances:
☐ None ☐ Cook Stove ☐ Oven ☐ Dishwasher ☐ Disposal ☒ Other - Explain in Remarks

Remarks:

THE GLORY/GRAND

This is a new mobile home located at Clayton Home Mobile Home showroom located at 6801 E. Ben White Blvd., Austin Texas. This mobile home is approximately 1,038 sq. ft with 3 bedrooms and 2 baths with kitchen, dining area, living room and utility room. The flooring is vinyl and carpet in the bedrooms. Appliances include range oven. This home is in excellent condition.

The price of this mobile home with sales tax and registration is $63,531.00. The cost to move and set up are as follows; Pad (foundation) $2,961, Electrical Hookups: $5,125., Plumbing Hookups $3,500. Skirting and Decks $6,703. and City Permits $160. for a total move and set up cost of $18,449.00. The total cost for this mobile home with setup is $81,980.00.

Comparison Index

Age	Quality	Condition	Yard Improvements	Index
10	18	5	N/A	33

RESIDENTIAL PROPERTY EVALUATION

Property No.: Comp # MH003

Print or Type All Information - Attach Photographs to Reverse Side		
Owner or Listing Agency: Factory Expo 1-800-807-8536		Project: Hero Way
Address of Property (Street, City, Apt. No. or Bldg. No.: 2075 State Highway 46, North, Seguin, Texas 78155		County: Williamson

☐ Single Family Home	☐ Apartment	☐ Sleeping Room
☒ Mobile Home	☐ Mobile Home Site	☐ Other - Explain in Remarks
☐ Utilities In Rent	☐ Utilities Not in Rent	

		Date Inspected: 11-20-2023
Listed Sale Price: $93,488.00	Probable Sales Price: $93,488.00	Listed Rental Cost: $N/A
Age (Years): New	Total Rooms: 7	Approx. Sq. Ft.: 1013
Number of Bedrooms: 3	Number of Baths: 2	Lot Size: N/A
Type Garage: None	Type Heating: Central Elec.	Type Air Conditioning: Central Elec.
Type Construction: Mobile Home	Type Utilities: N/A	Type Street: N/A
Quality: Excellent	Condition: Excellent	Yard Improvements: N/A

Built-in Appliances:
☐ None ☐ Cook Stove ☐ Oven ☐ Dishwasher ☐ Disposal ☒ Other - Explain in Remarks

Remarks:

THE GRAPEVINE

This is a new mobile home located at Factory Expo Mobile Home showroom located at 2075 State Highway 46, North, Seguin, Texas 78155. This mobile home is approximately 1013 sq. ft with 3 bedrooms and 2 baths with kitchen, dining area, living room and utility room. The flooring is vinyl and carpet in the bedrooms. Appliances include range oven. This home is in excellent condition.

The price of this mobile home with sales tax and registration is $70,328.00. The cost to move and set up are as follows; foundation $5,000 delivery and set up $7,500.00 AC install $3,500.00 electric and plumbing hookups $5,000, skirting and decking $2,000.00 and city permits $160.00 for a total move and set up cost of $23,160.00. The total cost for this mobile home with setup is $93,488.00.

Comparison Index

Age	Quality	Condition	Yard Improvements	Index
10	18	5	N/A	33

RESIDENTIAL PROPERTY EVALUATION

Property No.: * Comp #R001

Print or Type All Information - Attach Photographs to Reverse Side		
Owner or Listing Agency: Glenwood Mobile Home Park		Project: Hero Way
Address of Property (Street, City, Apt. No. or Bldg. No.: Redondo Drive, Georgetown, Texas 78626		County: Williamson
☐ Single Family Home ☐ Mobile Home ☐ Utilities In Rent	☐ Apartment ☒ Mobile Home Site ☒ Utilities Not in Rent	☐ Sleeping Room ☐ Other - Explain in Remarks
		Date Inspected: 11/21/2023
Listed Sale Price: $N/A	Probable Sales Price: $N/A	Listed Rental Cost: $715/mo.
Age (Years): N/A	Total Rooms: N/A	Approx. Sq. Ft.: N/A
Number of Bedrooms: N/A	Number of Baths: N/A	Lot Size: 50' X 100'
Type Garage: None	Type Heating: N/A	Type Air Conditioning: N/A
Type Construction: N/A	Type Utilities: See Below	Type Street: Paved
Quality: N/A	Condition: N/A	Yard Improvements: Good

Built-in Appliances:
☒ None ☐ Cook Stove ☐ Oven ☐ Dishwasher ☐ Disposal ☐ Other - Explain in Remarks

Remarks:

GLENWOOD MOBILE HOME PARK

Glenwood Mobile Home Park I located on Redondo Drive, Georgetown, Texas. This property consists of an average 50' X 100' lot. This is a nice mobile home community located in a quiet part of Georgetown that is similar to the displacement location. This community is close to shopping. This comparable is 17.2 miles from the subject parcel.

The rent for this lot is $715/mo. plus utilities. The utilities available are electric, water, and trash. Wastewater is with a septic system. The utility costs are based on the HUD utility schedule for this area and are determined to be $246.00/mo. The total rent and utilities for this lot are $961.00.

Comparison Index

Age	Quality	Condition	Yard Improvements	Index
N/A	N/A	N/A	3	3

Utility Allowance Schedule
See Public Reporting and Instructions on back.

U.S Department of Housing and Urban Development
Office of Public and Indian Housing

OMB Approval No. 2577-0169
exp. 04/30/2026

The following allowances are used to determine the total cost of tenant-furnished utilities and appliances.

Locality/PHA: Section 8, HCV	Unit Type: Manufactured Home					Date (mm/dd/yyyy):
Utility or Service	**Fuel Type**	**0 BR**	**1 BR**	**2 BR**	**3 BR**	**4 BR**	**5 BR**
Heating	Natural Gas						
	Bottled Gas						
	Electric						
	Electric – Heat Pump				16.00		
	Fuel Oil						
	Other						
Cooking	Natural Gas						
	Bottled Gas						
	Electric				10.00		
	Other						
Other Electric					54.00		
Air Conditioning					32.00		
Water Heating	Natural Gas						
	Bottled Gas						
	Electric				24.00		
	Electric – Heat Pump						
	Fuel Oil						
Water					85.00		
Sewer							
Trash Collection					25.00		
Other – specify							
Range/Microwave							
Refrigerator							

Actual Family Allowances – May be used by the family to compute allowance while searching for a unit.

Head of Household Name
Henry Boyd p. 206

Unit Address
394 FM 972
Georgetown, Texas 78626

Number of Bedrooms
Comp. #2 Glenwood Mobile Home

Utility/Service/Appliance	Allowance
Heating	16.00
Cooking	10.00
Other Electric	54.00
Air Conditioning	32.00
Water Heating	24.00
Water	85.00
Sewer	—
Trash Collection	25.00
Other	—
Range/Microwave	—
Refrigerator	—
Total	246.00

Allowances for Tenant-Furnished Utilities and Other Services

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

Locality		Green Discount	Unit Type				Date (mm/dd/yyyy)
Georgetown		None	Manufactured Homes				5/1/2024
Utility or Service		Monthly Dollar Allowances					
		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Space Heating	Natural Gas	$24	$29	$32	$35	$38	$41
	Bottled Gas						
	Electric Resistance	$21	$25	$25	$26	$26	$27
	Electric Heat Pump	$10	$12	$14	$16	$17	$19
	Fuel Oil						
Cooking	Natural Gas	$4	$5	$7	$10	$12	$14
	Bottled Gas						
	Electric	$5	$5	$8	$10	$13	$15
	Other						
Other Electric		$26	$30	$42	$54	$66	$78
Air Conditioning		$11	$13	$23	$32	$42	$51
Water Heating	Natural Gas	$12	$14	$20	$26	$32	$38
	Bottled Gas						
	Electric	$13	$16	$20	$24	$29	$33
	Fuel Oil						
Water		$41	$42	$56	$85	$124	$168
Sewer		$44	$44	$44	$44	$44	$44
Trash Collection		$25	$25	$25	$25	$25	$25
Range/Microwave							
Refrigerator							
Other - specify							

Previous editions are obsolete

Spreadsheet (ver13) based on form HUD-52667 (12/97)
ref Handbook 7420.8

$246.

RESIDENTIAL PROPERTY EVALUATION

Property No.: Comp #R002

Print or Type All Information - Attach Photographs to Reverse Side		
Owner or Listing Agency: Sunny Creek Mobile Home Park 737-234-5774		Project: Hero Way
Address of Property (Street, City, Apt. No. or Bldg. No.: 394 FM 972 Georgetown, Texas 78626		County: Williamson
☐ Single Family Home ☐ Mobile Home ☐ Utilities In Rent	☐ Apartment ☒ Mobile Home Site ☒ Utilities Not in Rent	☐ Sleeping Room ☐ Other - Explain in Remarks
		Date Inspected: 11/21/2023
Listed Sale Price: $N/A	Probable Sales Price: $N/A	Listed Rental Cost: $545/mo.
Age (Years): N/A	Total Rooms: N/A	Approx. Sq. Ft.: N/A
Number of Bedrooms: N/A	Number of Baths: N/A	Lot Size: 50' X 100'
Type Garage: None	Type Heating: N/A	Type Air Conditioning: N/A
Type Construction: N/A	Type Utilities: See Below	Type Street: Paved
Quality: N/A	Condition: N/A	Yard Improvements: Good

Built-in Appliances:
☒ None ☐ Cook Stove ☐ Oven ☐ Dishwasher ☐ Disposal ☐ Other - Explain in Remarks

Remarks:

SUNNY CREEK MOBILE HOME PARK

Sunny Creek Mobile Home Park is located at 394 FM 972 Georgetown, Texas. This property consists of an average 50' X 100' lot. This is a nice mobile home community located in a quiet part of Georgetown that is similar to the displacement location. This community is close to shopping. This comp is 15.7 miles from the subject.

The rent for this lot is $545/mo. plus utilities. The utilities available are electric, water, sewer and trash. The utility costs are based on the HUD utility schedule for this area and are determined to be $290.00/mo. The total rent and utilities for this lot are $835.00.

Comparison Index

Age	Quality	Condition	Yard Improvements	Index
N/A	N/A	N/A	3	3

Utility Allowance Schedule
See Public Reporting and Instructions on back.

U.S Department of Housing and Urban Development
Office of Public and Indian Housing

OMB Approval No. 2577-0169
exp. 04/30/2026

The following allowances are used to determine the total cost of tenant-furnished utilities and appliances.

Locality/PHA	Unit Type	Date (mm/dd/yyyy)
Section 8, HCV Program	Manufactured Home	

Utility or Service	Fuel Type	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Heating	Natural Gas						
	Bottled Gas						
	Electric						
	Electric – Heat Pump				16.00		
	Fuel Oil						
	Other						
Cooking	Natural Gas						
	Bottled Gas						
	Electric				10.00		
	Other						
Other Electric					54.00		
Air Conditioning					32.00		
Water Heating	Natural Gas						
	Bottled Gas						
	Electric				24.00		
	Electric – Heat Pump						
	Fuel Oil						
Water					85.00		
Sewer					44.00		
Trash Collection					25.00		
Other – specify							
Range/Microwave							
Refrigerator							

Actual Family Allowances – May be used by the family to compute allowance while searching for a unit.

Head of Household Name
Henry Boyd P. 206

Unit Address
394 FM 972
Georgetown, Texas 78624

Number of Bedrooms
Sunny Creek # C002

Utility/Service/Appliance	Allowance
Heating	16.00
Cooking	10.00
Other Electric	54.00
Air Conditioning	32.00
Water Heating	24.00
Water	85.00
Sewer	44.00
Trash Collection	25.00
Other	—
Range/Microwave	—
Refrigerator	—
Total	290.00

CERTIFICATION OF ELIGIBILITY

Project: RM 2243 / Hero Way
Parcel: 206
Displacee: Henry A Boyd Jr

Individuals, Families and Unincorporated Businesses or Farming Operations

I certify that myself and any other party(ies) with a financial interest in this relocation assistance claim are either:

☒ Citizens or Nationals of the United States

or

☐ Aliens lawfully present in the United States

* If an Alien lawfully present in the United States, supporting documentation will be required.

Henry A Boyd Jr
Claimant

Date: 10-20-23

Claimant

Date:

Incorporated Business, Farm or Nonprofit Organizations

I certify that I have signature authority for this entity and such entity is lawfully incorporated under the applicable state's laws and authorized to conduct business within the United States.

Claimant

Date:

RELOCATION ADVISORY ASSISTANCE - PARCEL RECORD

Use Separate Form for Each Displaced Family Unit or Business/Farm/Non-Profit (Print or Type All Information)

Displacee's Name (Include Spouse's Name):	Parcel No:	County: Williamson Project.: Hero way
Henry Boyd Jr.	206	

Original Address (Place of Displacement):	New Address:
7650 RR 2243 Leander, Tx 78641 Phone No.: 713-447-4211	Phone No.: Site or Apt. No.:

Gender:	ADA Considerations / Special Needs:	Ethnic Code:
☒ Male ☐ Female	None	☒ White ☐ Black ☐ Hispanic ☐ Asian or Pacific Islander ☐ American Indian/Alaskan Native ☐ Other

Fee Interest Before Displacement: ☐ Owner ☒ Tenant

Fee Interest After Relocation: ☐ Owner ☒ Tenant

Existing Lease		Replacement Lease
Date signed:	Verbal Elec/Water	Date signed:
Duration:	23yrs Septic	Duration:
Lease amount: $	300/mo 120/mo Elect.	Lease amount: $
Utilities included? ☐ yes ☒ no		Utilities included? ☐ yes ☐ no

Business, Farm or Nonprofit Organization

Type of Activity: N/A	☐ Continued ☐ Terminated
Last two years income: Year 1: $	Year 2: $

Residential Displacements

Type of Property (Single Detached, Multi-Family, etc.)	Number of Persons Actually Living in Dwelling:
Mobile Home	1

Age/Sex/Relationship of Other Household Occupants:

None

Total Number of Rooms in Subject:	Number of Bedrooms:	Number of Bathrooms:	Number of Rooms Occupied:	Living Space (Sq. ft.):
7	3 *	2 *	3	1270

Displacee Income:

1. Occupation (Where & What): None
2. Gross Last 12 Months $ 1298/mo. SSI Disability
3. Other sources of eligible income: None
4. Welfare (Source & Amounts): SNAP/Food Stamps $120. Mo.

The information contained within this form is being collected to allow the Agency to provide the best possible advisory services and to help identify all possible relocation benefits the displacee(s) is/are eligible for. By signing below, I certify, to the best of my knowledge, that all the foregoing information is current and accurate and that no information has been withheld or omitted.

Displacee Signature: Henry A Boyd Date: 11-10-23

Displacee Name (printed): Henry A Boyd Sr Title:

Relocation Agent Use Only

Reason displacee verification not included:	Date move plan received/approved:

Relocation Agent's Signature: Date: 11-10-2023

Relocation Agents' Name (printed): Danny Jackson

The Texas Department of Transportation maintains the information collected through this form. With few exceptions, you are entitled on request to be informed about the information that we collect about you. Under Sections 552.021 and 552.023 of the Government Code, you also are entitled to receive and review this information. Under Section 559.004 of the Government Code, you are also entitled to have us correct information about you that is incorrect.

* 1 bedroom full of Personal Propert Not used as a bedroom 1 bedroom Not accessable 2 bathrooms Not accessable or functional

Relocation Agent Use Only (continued)			
Date of Occupancy: 2008	Date Required to Move:	Actual Date of Move:	Distance of Move:
Date Notified of Availability of Relocation Payments and Assistance (Services):			
Date Displacee Offered Assistance in Locating Replacement Housing or Operating Facility:			
Name of Other Agencies Assisting in Relocation: None			
Date of 90 day notice:		Method used to verify certificate of eligibility: Self Certification	
Date of 30 day notice:		Date of initiation of negotiations: 12-22-2022	
Method used to verify income: SSI 2022 Statement for benefits		Translator needed? ☐ Yes ☒ No: Language of displacee:	

Date and Substance of Follow-up Contacts (Use extra pages if necessary):

RECORD OF ADVISORY ASSISTANCE AND OTHER CONTACT

Name of occupant B.J. Hogan And Tenant Henry Boyd
FM 2243/Hero Way

Parcel 206 and Leander ISD Parcel

Name of Agency Rep and date of contact	Comments
09-01-22	Parcel 206 Met with appraiser and property owner and B.J. Hogan for preliminary appraisal inspection. Took pictures and obtained property owner and tenant information. Also met with tenant Henry Boyd
	Owner Roy Kuchera [redacted]
	Tenant B.J. Hogan [redacted] Tenant Henry Allen Boyd [redacted] Does not have email
5-18-23	Offer letter sent to Property owner.
06-05-23	Call to B. J. Hogan to set up appointment to discuss relocation. And to get information on another tenant on the property Henry Boyd. Left message
06-30-23	Call to B. J. Hogan to set up appointment to discuss relocation. And to get information on another tenant on the property Henry Boyd. Left message
06-14-23	I called Henry Boyd to set up meeting and get information on supplement. left message
07-03-23	Called BJ Hogan to set up time to meet to discuss relocation. Left message
07-07-23	Called BJ Hogan to set up time to meet to discuss relocation. Left message
07-12-23	Call to B. J. Hogan to set up appointment to discuss relocation. And to get information on another tenant on the property Henry Boyd. Left message
07-18-23	Text to B. J. Hogan to set up appointment to discuss relocation. And to get information on another tenant on the property Henry Boyd.

07-18-23	Email Nick Laurent and explained that I have been trying to get ahold of BJ Hogan to discuss his relocation benefits and to also meet with Henry Boyd to discuss his relocation and get information from him. I ask Nick if he could have BJ call me.
07-19-23	I received a reply back from Nick he said he spoke with BJ and that he ask him to call me.
07-21-23	Call to B. J. Hogan to set up appointment to discuss relocation. And to get information on another tenant on the property Henry Boyd. Left message
07-24-23	Call to B. J. Hogan to set up appointment to discuss relocation. And to get information on another tenant on the property Henry Boyd. Left message
07-27-23	B.J. Hogan called, I tried to set up a meeting to go over his relocation benefits, he did not want to meet so I tried to interview him over the phone and gather information so I could prepare his rental assistance payment. I got as much information as possible, he said he did not pay rent on the house, he is the brother-in-law of the owner; he would not provide me with his income . I explained his eligibility for a rent supplement. I also explained that because he does not pay rent his rent supplement will be based off a fair market rent for the area. I also explained his moving eligibility. I also tried to get him to meet but he said he would get back with me on that. I also asked about meeting Henry Boyd, he said he would speak to Henry and get back with me.
07-31-23	I have been unable to get Mr. Hogan to meet with me so I am preparing the rental assistance payment based on the information provided to me previously from Mr. Hogan and the information in the appraisal report.
08-11-23	Text to B.J. Hogan asking him to call me.
08-11-23	Completed rent supplement and sent it to Sheets and Crossfield for approval. Rent supplement was approved.
08-11-23	Prepared 90-day letter for rent supplement for LISD parcel and prepared 90-day personal property letter for parcel 206 and sent to B.J Hogan.
08-21-23	Call to B.J. Hogan to discuss his rental supplement. Left message.
08-30-23	Text to BJ asking him to call me to discuss his rental supplement and to discuss Henry Boyd.
09-05-23	Called BJ and ask him to call me. Left message.
09-30-23	Text to BJ asking him to call me to discuss his rental supplement and to discuss Henry Boyd.
09-30-23	BJ called me back and we discussed his relocation, and I ask him if I could set a time for me to come by and meet to discuss his relocation entitlements and also if we could meet with Henry Boyd to go over his relocation benefits and obtain information for his rent supplement. He said he would call me the following week to set up a time to meet.

10-03-23	Called BJ Hogan to set up meeting day and time. Left message.
10-18-23 10-18-23	Text to BJ asking him to call me so we could meet. BJ called me back and we set an appointment to meet on 10-20-23. I also called Henry Boyd to make sure he would be able to meet on 10-20-23.
10-20-23	Met with BJ Hogan and went over his relocation benefits, moving expenses and his rent supplement. BJ is not happy with the relocation benefits offered, I explained that because he does not pay any rent for his house, and he has not provided income information that I had to calculate his rent supplement based on rent for rent and that I had to use fair market rent for his subject rent. He did not agree, and he wants to be paid $2,500/mo., for 42 months to compensate him for his rent increase when he moves. I tried to explain that I could not calculate his rent that way and I again tried to explain fair market rent and why his rent supplement was calculated the way it was, I also told him that if he would provide me with income information that I could look at and it may make a difference in his supplement, he has not provided me any income information. I took picture of his personal property. And had him sign the certification of eligibility.
	I also met with Henry Boyd. We discussed his relocation entitlements and moving and rent supplement, I gathered as much information as possible to calculate his rent supplement he would not allow me to inspect and take pictures of his mobile home that is his personal property. I had him sign the certification of eligibility.
10-27-23	Sent BJ email explaining his relocation benefits and what he needs to do in detail regarding moving and also requesting additional information on his income. I also included Henry Boyd on this email because he does not have an email address, I also addressed additional information that I needed to finalize his relocation information.
11-06-23	Sent BJ a text asking to meet to go over his move and also to discuss Henry Boyd's move.
11-07-23	Sent BJ a text asking to meet.
11-10-24 11-27-23	I met with Henry Boyd at his residence to take pictures and to get any additional information needed for supplement calculation, income, SSI, etc., I also went over his relocation entitlements and moving, supplement, etc. 30-day letter sent to BJ Hogan for parcel 206 and LISD parcel.
11-29-23 11-30-23	Sent Henry Boyd 90-day letter Text to BJ asking about move and estimate on when he thought he could have all personal property moved.
11-30-23	BJ sent me a text asking me if I could provide him movers names.
12-04-23 12-06-23	I text BJ movers' names and contact information. Call to Henry Boyd to discuss his replacement housing supplement, he said he wanted to discuss with BJ Hogan and also ask that I discuss it with B.J.

12-14-23	I called Nick Laurent I explained the issues that I have been having with BJ and his move and rent supplement he asked if I could email him the issues and I said I would, and he would discuss with BJ.
12-20-23	BJ called me he was asking about his supplement and moving costs. I explained his relocation benefits again and his supplement. He is not pleased with the moving costs or his supplement. I wrote down what he wanted, and I also informed him that what he is asking for is not in the code and I could not approve of what he is asking but I told him that I would have to discuss with Sheets and Crossfield. I also ask BJ about moving the cattle from the property by the end of the year, he said that he should be able to do that.
12-21-23	B.J. called me and said that he had secured a place to move the cattle and that they would be moved by the end of the year. He also said that if the ISD would pay min $$200,000 he would move and get off the property. I said that I would let the ISD know and go over again the requirements for eligible moving expenses.
01-08-24	Call to BJ Hogan to set up time to meet with him and mover to get an estimate of the cost of moving personal property.
01-11-24	Met with BJ Hogan and Kaleb Smith of Expert Relocation to look at personal property and for him to prepare move estimate.
01-29-24 02-06-24	Call to BJ Hogan I asked if he would prepare a move plan and estimate and what he needed to move his personal property, I told him if he could get that to me, I could present to the ISD for their review. He asked about Expert Relocations move I told him they were working on it, and I did not have it back yet. 30-day letter sent to Henry Boyd
02-22-24	Call to BJ Hogan to see if he had put together his move plan, he said he had not but would work on it. I said the School needed him moved as soon as possible, he said he understood.
02-22-24	Call to BJ Hogan to see if I could get him to commit to moving his property and get me an estimate, he said he was working on it, and again I shad the school was needing him moved as quickly.
02-27-24	Call to BJ Hogan Left message
03-15-24	Call to BJ Hogan to see where he was with his move plan, he said that he wanted the ISD move estimate and he would get his own estimate and we could agree to pay him somewhere in between the two amounts, I explained to him again that relocation benefits did not work that way and that we could pay actual cost to a commercial mover or if he wanted to move himself that we needed a move plan and that we could only pay him what a commercial mover would pay and employee for the task he was preforming and that we could only pay reasonable costs. He stated that he wanted to be paid before he started the move.

03-26-24	Call to BJ Hogan to see where he was with his move or move plan, and he stated the same that he has before that he wants to be paid, and he will move his items I ask him to give me how much he wanted but he would not commit to a cost. I again said that the ISD needed this parcel to start construction, and he said that he would not move until he got paid. We also discussed Henry Boyd to see if he had found a place for him to move BJ said they were working on it but nothing at this time.
04-02-24	Call to BJ Hogan to see if I could set up a time where I could meet with him to go over his relocation entitlement again and see if I could get him to commit to a move time. Also call to Henry Boyd to see if I could set up time to meet, he said he would meet but wanted to talk to BJ because he wanted him there.
04-04-24	Met with BJ Hogan to discuss his relocation entitlements I again explained the process and ask him if he had an estimate for his move he said he did not and I ask him again if he could prepare a move plane list of items he wanted to move and get me a estimate for the cost from a commercial mover he said he would work on it and I said that the ISD needed the parcel immediately to start their work and he said that he needed to be paid and he would move. I took additional pictures of his personal property, and I asked him to work on an estimate that I could get to the ISD. I told him I would follow up with him in a week or so. Also, we met with Henry Boyd. We went over his rent supplement and his replacement housing supplement for his mobile home, and we discussed what he needed to do to be eligible for the supplements we went over the 90-day letter, at this point he does not know what he is wanting to do.
04-17-24	Call to BJ Hogan to see where he was on preparing his move plan, there has been no change on his part, and I expressed urgency for him to get something I told him I would follow up with him in a few days.
05-09-24 05-09-24	Call to BJ Hogan to see where he was on preparing his move plan, he said he would get started the following week and have a move plan prepared and a list of the items he wanted to move and the items he wanted to abandon and or sell in place. He said he wanted to see the estimate the ISD got. I told him that it was the property of the ISD and that I could not give it to him without their permission. He said he would not let me see any estimate he got until he saw the ISD estimate. I explained to him that the ISD needed on the property immediately and that they were in the process of preparing eviction papers prepared to be filed. He said he was not worried. I asked him to get his estimate, and we would talk the following week. Called Henry Boyd to ask where he was with looking for a replacement and he said he needed to discuss with BJ. He said that he was pretty much letting BJ Hogan handle where he was going to move.
05-22-24	Called BJ to check on his move estimate, left message.

05-28-24	BJ Hogan returned my call, he has been out of town and said that he will work on getting his move estimate next week, I told him that we needed it as quickly as possible and the ISD was looking at starting eviction proceedings again he said he was not moving until an agreement was made for him to move and he received payment . We also discussed Henry Boyd, and he said that he has not been looking for a replacement site. BJ told me he wants to either he wants to be paid for the well and septic for Henry Boyd I said that that cannot be paid to Henry. BJ also told me that even though he was not Henry's guardian that Henry was going to rely on him to find him a replacement location and mobile home and assist him in setting it up.
06-14-24 06-20-24	Call to BJ Hogan, left message Call with BJ Hogan to discuss his move and Henry Boyd's move he said he was looking for a replacement location along SH 29 in Burnet and that he may be able to move Henry there. BJ again ask for a copy of the move estimate that the ISD had completed, and I told him that it was the property of the ISD, and I could not give it to him without their approval and at this time they do not want to release that estimate. He asked me to talk to the school again and let him know.
07-03-24	Call to Henry Boyd to discuss his move and answer any question he may have and to get status of if he knows where he is going to move. He said he was waiting on BJ Hogan to purchase property and look for him a mobile home. He asked me to call and discuss this with BJ he also said he was letting BJ look for him a replacement location and mobile home. I got a call form BJ Hogan I explained that I had spoken to Henry and Henry had ask me to discuss the move with BJ Hogan he said that he was in the process of purchasing the property on 29 in Burnet and that he may have Henry move there, BJ said he had someone that had a mobile home that he could get for henry and have it delivered, he said he would let me know, I emphasized the urgency of him finding a suitable place.
07-09-24 08-14-24	I called BJ Hogan to discuss the moving of his personal property and see if he was willing to have estimates prepared. I called BJ Hogan and Henry Boyd to let them know that the Asbestos Inspector would be on the property to asbestos inspections of all the improvements on both the LISD parcel and parcel 206. Both BJ and Henry were ok with the inspector on the property.
08-29-24	Call to BJ Hogan to discuss his move from parcel 206 and Lender ISD parcel he said he wants to be paid and made whole, he asked if the county would pay to build a metal building the same sq ft as his building on the parcels. I informed him that was not possible and that all the building other than possibly the two small portable buildings would have been paid for in the appraisal and not eligible for relocation. I also informed him that the County was in the process of taking steps to have the property removed. He said he was not worried because the court procedures would take months. I told him that I just wanted to keep him informed, and to try and get him to comply and move his property. We also discussed Henry Boyd. BJ told me that they were not going to be able to move Henry to the property that he purchased on 29 in Burnet, he said that he would like to have Henry move his replacement mobile home on the remainder of parcel 206, but that property would need a new well and septic. He wants the County to pay to have the well

	put in place and he would do the septic, I explained that the county was not responsible to put in a new well for a mobile home to be placed on the property, he said that he could not afford to do it. He stated the cost of a new well would be approximately $50,000. He went on how Henry was living in deplorable conditions, and I agreed but I also told him that we have given Henry a rent supplement for a replacement location and a housing supplement to replace his mobile home. I explained that because the remainder was his property and not owned by Henry that the count could not put in the septic or well as part of Henrys supplement that was the landlord responsibility, but we could as part of his supplement connect to the utilities. We did not resolve any issues at this time
10-08-24	I spoke with BJ Hogan he wanted to talk about Henry Boyd, he said that Henry is living in deplorable conditions and that the County needs to do whatever is needed to get him into an adequate house. I agreed with him and again told him that a replacement housing supplement for Henry was calculated for him to get a replacement mobile home and that a rent supplement was available to get a replacement mobile home location and if he did not want to get a new mobile home we could recalculate a rent supplement to get him into an apartment or some other rental location so I ask if he could move into and assisted living facility or an apartment and I was told that he would not want to move where there were lots of people, BJ also told me that Henry needed to be in the Leander area because that is where he is familiar and that is where his doctors are. Henry is also not interested into moving into a mobile home park. There is a remainder to this parcel and BJ said that he would let Henry move onto the remainder but in order for him to move a mobile home on the remainder he would need to have a septic system put in place and water. BJ said he had a water tap for this property but the cost to run the line from the meter to the home would be cost prohibitive because the line would have to be run about 1000 feet, he said that he would prefer to have a well put in place. BJ told me that he would put the septic in at his cost, but he wants the County to pay the cost to put in the well this cost would be he estimated to be around $50,000. He said that if the County agreed to that he could get Henry a Mobile Home and get him moved. I told him that it was not the County's responsibility to put in place utilities for the mobile home and that it was the responsibility of the property owner because he will be charging Henry rent to be on the property, and again he said that he could not afford the cost to put in the water on the property for a single mobile home. I again let him know that the County will be moving forward with eviction on both this parcel and the LISD parcel at some point in the future, he said that he was not worried because once this is in court a jury would be sympathetic to himself and to Henry. Because Henry is slightly Autistic, BJ Hogan has been acting as Henry's advocate and when I talk with Henry, he always refers me back to BJ, and both have agreed that it is probably best for me to discuss his moving with BJ, so this is the reason that I have continued to discuss Henry's relocation with him.
10-14-24	Call with BJ Hogan to discuss the relocation of his personal property and to see if he was going to set a place on the remainder parcel for Henry Boyd. BJ ask for a copy of the relocation manual; I said I would email him a copy.

	Sheets and Crossfield mailed out final vacate notice to BJ Hoban and Henry Boyd to vacate by January 15, 2025, after that date the County will have the personal property items removed from the Hero Way project.
10-15-24	Met with Lt Guinn with the Williamson County Sherriff's office and explained the issues with Henry Boyd to them.
10-16-24	Email BJ copy of the relocation manual.
10-18-24	Call to Henry Boyd to discuss his move and Call to BJ to discuss his move we set a time to meet next Thursday at 2:00pm at the old house to go over all options.
10-23-24	BJ called and said he could not meet on Thursday but said he would be back the next week and we could meet then or maybe the following week, he said he would call me, and I also said I would follow up with him. I called Henry Boyd and asked if we could still meet on Thursday 10-24-24 and he agreed.
10-24-24	I met with Henry Boyd along with Sam Nassour and Laura Nelson from our office to go over Henrys options for moving and to hand deliver the final vacate letter, I explained that the County will need the parcel cleared by January 15, 2024, and that he will need to be moved by then or there is the possibility the County will evict him after that date. I again went over in detail what his eligibility was and that we were there to help and I asked him what he is wanting to do as far as move and he said that he wanted to move on the remainder parcel that is owned by BJ Hogan, I ask Henry if he wanted to maybe look at and apartment complex and he did not and I ask if he wanted to look for another place that he could buy but he said that he did not make enough and could not afford to buy something different. I ask him to start to decide what he is wanting to do, and I will be back next week to discuss this again when we meet with BJ, He said he would. BJ also informed me that he had hired Candy Spitzer as his relocation advisor. Two Williamson County Sherrif deputies also accompanied us they were there to check on Henry welfare and they ask him questions regarding his living conditions.
10-25-24	Called Candy Spitzer to discuss BJ Hogan, left message.
10-30-24	Candy Spitzer returned call, and I explained the issues with BJ, and I told her that I would send information to her and for her to look over and we could discuss further.
11-08-24	Called BJ Hogan and set time up to meet next Wednesday 11-13-24 to discuss relocation he said that he did hire Candy Spitzer, and I ask if it would be ok if I sent her information and he said ok. I told him we would discuss it further. Send Candy Spitzer all information on BJ Hogan and Henry Boyd 90 day, 30 day and breakdown of relocation eligibility.
11-11-24	Call from BJ Hogan to ask if we are still meeting and I said yes.
11-21-24	Met with Travis Kinkel A-Line Relocation and BJ Hogan to do move estimate and to put together move inventory.
11-22-24	Met with Chad Harris with Buehler Hogan to do move estimate and to put together move inventory.

12-12-24	Met with BJ Hogan to go over the move estimates and discuss move options, and I also explained that the LISD and WILCO would be looking to evict them by January 15, 2025. Explained the moving of personal property and that we would consider the morgan building and the office building as substitute personal property I ask him to get me another move estimate, and I said I would get replacement cost. I also explained again about the rent supplement he said he did not agree, and I said we could discuss it further if he provided addition information and we could look at the supplement again. But I again emphasized that we needed to start on the move as soon as move estimates are approved. I did confirm with mover that they could have all moved by January 15, 2025,
12-16-24	Call to Henry Boyd could not leave voice mail sent text asking him to call me. Henry Boyd called me back and I ask if he had decided what he was wanting to do, he said that he was waiting for me and I explained again that he could purchase a mobile home and place it on a lot and we could pay up to what was on the approved supplement or he could purchase a house or we could look at a rent supplement and he could rent he said that he was going to be on the remainder 6 acres and the was the only place he was going and that we just needed to provide the funds. I said we could up to the approved supplement. I said we needed to meet, and I would set up a time to meet in the next few days to go over everything again.
01-03-24	Email from Don Childs approving the move estimates and that the displacee can use whichever mover he chooses. Called BJ Hogan to let him know that the move estimates were approved and that he can use any mover he wants. I tried to encourage him to contact one of the movers soon to get the move scheduled. He said he would think about it and let me know I reminded him that the County and the ISD were still moving forward with their evection plans, he said he understood. I scheduled a meeting with him and Henry for Monday January 6, 2025, to go over all of this.
01-06-25	BJ Called to cancel our meeting, I told him we needed to discuss his and Henrys move he asked if we could meet on Tuesday, and we scheduled for January 7, 2025.
01-07-25	BJ called and ask if we could wait to meet next week when Roy Kudirka is available I said that was fine but we needed to discuss both the mobile home move and his move he said he wanted his son in law to do the move but I explained that his move options were self-move based off time sheets and receipts and that it could not exceed what a commercial mover would charge which is the lower of the two bids we received or that he would have to use a commercial mover, he said that he liked Travis with A-Line Relocation and that he may contact him. I told him to let me know what he wanted to do and that we could get an agreement where we pay the mover directly, I also stressed that he needed to do something now because the County and ISD were still moving forward with the eviction. He said he should call me next week to set a time to meet. He also said they had purchased a mobile home for Henry, and it was to be delivered January 14, 2025.
01-08-25	Mailed revised relocation letter to Henry both certified and regular mail also because Henry does not have an email, I also sent a copy to BJ Hogan email. I called Henry and explained the rent and housing supplement to him I also went over that he will need a lease to qualify for the rent supplement and the Mobile home will have to be in his name

	to qualify for the housing supplement. We are going to meet next week to discuss it further.
01-09-25	Called BJ Hogan to set up time to meet to discuss his move and Henry Boyd's move left message.
01-10-25	Called BJ Hogan and set up time to meet himself and Henry to go over move and time and discuss movers estimates.
01-14-25	Met with BJ Hogan and Roy Kudirka to discuss the moving options, he wanted to use A-Line Relocation for the move, and he is going to do a substitute personal property for the two morgan building that cannot be moved. A-Line relocation is going to start the move next week.
01-28-25	Drove to parcels to inspect the status of the move and moving is in progress.
02-04-25	Drove to parcels to inspect the status of the move and moving is in process took pictures and spoke to mover to discuss when move will be complete he said they should be completed by the end of February. Also met with Henry Boyd to ask about the status of his mobile home the mobile home has been purchased and is on the LISD parcel, he did not know when the septic of the water would be completed, he said I needed to contact BJ Hogan to find out.
02-10-25	Call to BJ Hogan to get update on move of his personal property and the status of the mobile home for Henry Boyd, BJ said his move is almost done and should be done by the end of the month, He said he had questions about the water for Henry mobile home and wanted to know if there were permits needed by the county for a water tank or a rain water collection system I said that I did not know but would ask.
02-11-25	I received an email back from the County about permit for water tank and they were not aware if there are any, but they did think that it would not qualify for the septic.
02-17-25	Drove to Parcel 206 and LISD parcel to inspect move and the move is going well should be done in a few days.
02-20-25	Call to BJ Hogan to get status of move left message for him to call me.
02-21-25	Spoke with BJ Hogan to get status on the moving of his personal property he said that almost all was moved, I told him that I would be by in a day or two and inspect and after that I would turn over to the County and LISD for them to do what they needed on the property, he said that was fine. I also asked about the Mobile Home for Henry, and he said that they would start next week moving. Drove to parcel, inspected status of move, and took pictures of all remaining property and verified move.

02-24-25	Sent email to Don Childs giving him the status of the move for BJ Hogan, I let him know that both the LISD parcel and Parcel 206 that most of the personal property has been moved and that both the LISD and the County can start their clearing of the parcels, I also sent pictures of the cleared parcels and what property is remaining and will need to be removed b the County and LISD.
02-25-25	BJ Hogan called left me a message that he needed information on who to contact for the septic permit, I got the information from Lisa Dworaczyk.
03-03-25 03-04-25	I received an email from the Leander ISD that the school's engineers will be on the parcel on March 11 and 12 to start their work. Sent BJ Hogan an email letting him know that The ISD engineers would be on the property on March 11. I also sent him a list of the documents that I needed to request the Supplement for Henry Boyd, that way the money would be available one the mobile home was DS&S.
03-17-25	Received invoices from A-Line Relocation that move was completed. I will inspect parcels to verify move and take vacancy pictures. Will set up meeting with BJ Hogan to take replacement pictures and to have claim document signed.
03-19-25	Met with BJ Hogan to have move claim forms signed and to take pictures of items moved to replacement location. We also discussed Henry Boyd and the move to the replacement mobile home. They have placed the new mobile home on the remainder, but they have not put in the septic or water or electricity at this time. BJ Said that he wanted to have us reimburse henry for the mobile home before he makes any further improvements I explained to him once again that we cannot pay the supplement until the house is DS&S I explained that if he would provide me the documents that I previously requested I may be able to go ahead and request the supplement money that way I would have it on hand when the house was made DS&S. As of today, he has not provided me the needed documents.
03-24-25	Prepared move claim for parcel 206 and LISD parcel, for the moving of the personal property owned by BJ Hogan.
03-25-25	Sent move claims to Sheets and Crossfield for review, approval and payment.
04-04-25	Inspected new mobile home they have not finished the septic, water or electricity, and it may appear that the mobile home may be in the new row will have to verify.
04-08-25	Called BJ Hogan no answer left message Called Henry Boyd to get the status of where they were with the mobile home he said he did not know but would talk to BJ, I ask him to have BJ call me and I explained that the County will be out there in the next few weeks, so they needed to get moving as quickly as possible.
04-11-25	Sam Nassour and myself met with BJ Hogan and Roy Kuchera at the parcel to discuss the mobile home apparently, they have placed the mobile home where it extend on the new ROW we did confirm this and will have the surveyor stake again so we can confirm but BJ

	Hogan will have to move the mobile home. I also discussed with him a time to have the mobile home moved and set up so Henry can move in . He again said he wanted to be paid first, and I again explained what the requirements were, and I left him a list of documents that I needed in order to request payment.
05-13-25	Called Henry Boyd to see if he had any information on when the mobile home would be ready for him to move into, he said that BJ was waiting to be paid and I once again explained what was needed for any payment to be made, he said I needed to talk to BJ and I said I would. BJ called me and I ask about the status of the mobile home he said that they wanted to be paid first I explained the process and that we needed to have Henry moved ASAP otherwise I was going to just turn this back to the County and they would have the Sheriff evict Henry I explained that we did not want to do that but something had to be done as we are not getting anywhere like this. I said we needed to meet again to go over what is needed and get something settled. We are going to meet next Wednesday.
05-28-25	Met with BJ Hogan to discuss the moving and setting of the Mobile Home for Henry Boyd. I discussed the items needed for me to request the money for the mobile home, I also discussed what documents will be needed for me to be able to make the replacement housing supplement payment and that the mobile home will have to be inspected for DS&S. I also Explained that in order to pay the rent supplement we will need a completed lease agreement, and I explained the documents needed. I left BJ a list of what is needed. I tole BJ that if he would get me a invoice for the Mobile Home That I would go ahead and request the replacement housing supplement money but would hole the check in escrow in our office until the requirements for DS&S were met.
05-29-25	I received the invoice for the mobile home from 5P mobile home services.
06-02-25	Prepared the claim forms for Henry's signature.
06-03-25	Called Henry to set up appointment to meet to sign claim forms, could not leave a message, sent text, no reply.
06-05-25	Called Henry to set up appointment to meet to sign claim forms, could not leave a message, sent text, no reply.
06-09-25	Called Henry to set up appointment to meet to sign claim forms, could not leave a message, sent text, no reply I also called BJ Hogan to see if he could get in touch with Henry and have him call me, left message.
06-10-25	Called BJ Hogan and said that I was trying to get in touch with Henry, but he had not called or text me back, BJ said he would call Henry and have him call me. Henry has a new phone number [redacted] Henry call me and we set up time to meet, we met, and I had Henry sign claim forms.

Commissioners Court - Regular Session **64.**

Meeting Date: 07/01/2025

Corridor A2 Survey Access Agreement

Submitted For: Charlie Crossfield **Submitted By:** Don Childs, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a survey access agreement with HS Farms, LLC in relation to the Corridor A2 project. Funding Source: TANS P588

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	06/26/2025 03:17 PM
Form Started By: Don Childs		Started On: 06/25/2025 03:46 PM
Final Approval Date: 06/26/2025		

Survey Access Agreement

This Survey Access Agreement ("Agreement") is made and entered into between H S Farms, LLC ("Grantor") and Williamson County, Texas ("Grantee").

Grantee wishes to obtain permission to conduct a linear survey along the boundary of Grantor's property, related to locating a proposed roadway across Grantor's land located in Williamson County, Texas. Said proposed roadway is known as Corridor A2, which is proposed to connect FM 3349 to SH 95.

Property Identification: The property subject to this Agreement is out of, and a portion of, the property owned by Grantor located at 2001 CR 406, Taylor, Texas 76574, said property being identified in Williamson County Appraisal District records by tax number R331423 being a 160.79 acre tract and tax number R018580 being a 19.25 acre tract. Grantor does not grant access to Grantee across Grantor's entire property or across the portion of the interior of Grantor's property that is planted with a corn crop, but instead permits Grantee access through this Agreement to only the area from the perimeter boundaries of Grantor's property up to the boundary of the corn crop, and within that area, only as reasonably necessary for Grantee's surveying activity. Grantee and Grantee's surveyor and contractors are not permitted to access across the corn crop.

Grantor hereby notifies Grantee there is a farming tenant on the property. Said tenant is S&S Raesz Farms (Steven Raesz at 512.922.8000).

For and in consideration of the covenants and agreements contained herein, Grantor does hereby grant to Grantee and Grantee's employees, agents, representatives, and contractors the non-exclusive right to enter upon the Proposed Right of Way area and the property immediately adjacent to the Proposed Right of Way area and/or access to the property boundary lines or corners that is reasonably necessary for Grantee's surveying activity and for Grantee's ingress and egress, for the sole purpose of conducting a linear survey for metes and bounds purposes, including the placement of pins or stakes, subject to and conditioned upon the following terms and provisions. The parties hereto acknowledge that Grantee has the power of eminent domain, and that this grant of access is made under threat of Grantee exercising eminent domain and related procedures.

1. Duration. Grantee agrees that all survey activities that Grantee elects to undertake under the terms of this Agreement shall be started on or after June 26, 2025 and completed before June 30, 2025 and that all rights granted to Grantee under this Agreement shall expire and terminate on June 30, 2025. Grantee will make a reasonable good faith effort to conduct all its surveying activities in three (3) days. If Grantee needs an extension of time, it must consult with Grantor or Grantor's representative. Grantor will not deny a reasonable extension of time.

2. Notice. Grantor and/or Grantor's representative may be present during Grantee's use of this Agreement. Grantee will provide at least five days notice prior to entering the property. Notice shall be provided by text and email to the following:

Wayne Svadlenak at wsvadlenak@gmail.com and at 713.249.1474 (text)
Sumer Shelton at sshelton@mehlaw.com and at 512.917.7058 (text)

3. Restrictions on Grantee's Use of the Property, Impact on the Property and Terms of Restoration and Compensation: This Agreement allows Grantee to access the property by pedestrian means only. Grantee may not use a motorized vehicle on the property. This Agreement allows staking for the purpose of conducting the linear survey of the property, but it does not permit excavation. Other than as reasonably required to carry out the activities described herein, Grantee will not cut, remove, damage or destroy any vegetation, crops, trees or landscaping. If any damage or destruction of Grantor's property, including but not limited to the crop thereon, is

caused by or attributable to Grantee's operations, or the actions of Grantee or its employees, agents, representatives or contractors, then Grantee will pay or reimburse Grantor for the repair, damage or destruction of the property. Grantee is liable for all losses and/or damages to any of Grantor's property, including but not limited to crops, to the extent the loss and/or damage is caused by Grantee's operations or the actions of Grantee or Grantee's employees, agents, representatives or contractors. In the event of such damage, Grantee agrees to pay to and reimburse Grantor for all such damages.

4. Survey Results. Within 60 days after receipt of the final survey plat, Grantee agrees to provide Grantor or Grantor's representative with copies of such survey plat.

5. Indemnification: Grantor grants this right of access for survey purposes to Grantee to perform the work required at Grantee's own risk and expense. To the fullest extent allowed by law, Williamson County, Texas shall indemnify Grantor and Grantor's tenant(s), representatives, and assigns from and against all liability, claims, suits, causes of action, costs, and expenses of whatsoever nature (including reasonable attorneys' fees) caused by or arising out of the survey work. Grantee will be responsible for the safety of all its employees, agents, representatives, contractors, consultants, and invitees who enter pursuant to this Agreement

6. Reservation of Grantor's rights, title and interest in and to the property. Grantor reserves all rights, title and interest in and to the property, and this Agreement shall in no way prejudice Grantor's right to contest the acquisition of the property or to receive full and just compensation as allowed by law for any interest in and to the property that may be needed, and damages, if any, to the remainder of Grantor's interest in and to the whole property.

GRANTOR:

H S Farms, LLC

By: Wayne Svadlenak
Wayne Svadlenak (Jun 24, 2025 07:41 CDT)

Wayne Svadlenak
Director

GRANTEE:

Williamson County, Texas

By: _____
Steven Snell, County Judge

Commissioners Court - Regular Session **65.**

Meeting Date: 07/01/2025

TCEQ Agreed Order

Submitted For: Charlie Crossfield **Submitted By:** Don Childs, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an Agreed Order with the Texas Commission on Environmental Quality regarding the failure to obtain authorization to discharge stormwater prior to construction on the Bagdad Rd. @ CR 279 project. Funding Source: Bonds P343

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	06/26/2025 03:17 PM
Form Started By: Don Childs		Started On: 06/25/2025 03:15 PM
Final Approval Date: 06/26/2025		

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

IN THE MATTER OF AN	**§**	**BEFORE THE**
ENFORCEMENT ACTION	**§**	
CONCERNING	**§**	**TEXAS COMMISSION ON**
WILLIAMSON COUNTY	**§**	
RN112172663	**§**	**ENVIRONMENTAL QUALITY**

AGREED ORDER
DOCKET NO. 2025-0747-WQ-E

I. JURISDICTION AND STIPULATIONS

On _____, the Texas Commission on Environmental Quality ("the Commission" or "TCEQ") considered this agreement of the parties, resolving an enforcement action regarding Williamson County (the "Respondent") under the authority of TEX. WATER CODE chs. 7 and 26. The Executive Director of the TCEQ, through the Enforcement Division, and the Respondent together stipulate that:

1. The Respondent owns and operates a Highway/Road Expansion located at south of county road 281 to north of the San Gabriel River in Liberty Hill, Williamson County, Texas (the "Site"). The Site is near or adjacent to water in the state as defined in TEX. WATER CODE § 26.001(5).

2. The Executive Director and the Respondent agree that the TCEQ has jurisdiction to enter this Order pursuant to TEX. WATER CODE §§ 7.002, 7.051, and 7.073, and that the Respondent is subject to TCEQ's jurisdiction. The TCEQ has jurisdiction in this matter pursuant to TEX. WATER CODE § 5.013 because it alleges violations of TEX. WATER CODE ch. 26 and the rules of the TCEQ.

3. The occurrence of any violation is in dispute and the entry of this Order shall not constitute an admission by the Respondent of any violation alleged in Section II ("Allegations"), nor of any statute or rule.

4. An administrative penalty in the amount of $7,875 is assessed by the Commission in settlement of the violations alleged in Section II ("Allegations"). The Respondent paid $6,300 of the penalty and $1,575 is deferred contingent upon the Respondent's timely and satisfactory compliance with all the terms of this Order. The deferred amount shall be waived only upon full compliance with all the terms and conditions contained in this Order. If the Respondent fails to timely and satisfactorily comply with any of the terms or requirements contained in this Order, the Executive Director may demand payment of all or part of the deferred penalty amount.

5. The Executive Director and the Respondent agree on a settlement of the matters alleged in this enforcement action, subject to final approval in accordance with 30 TEX. ADMIN. CODE § 70.10(a). Any notice and procedures, which might otherwise be authorized or required in this action, are waived in the interest of a more timely resolution of the matter.

6. The Executive Director may, without further notice or hearing, refer this matter to the Office of the Attorney General of the State of Texas ("OAG") for further enforcement proceedings if the Executive Director determines that the Respondent has not complied with one or more of the terms or conditions in this Order.

7. This Order represents the complete and fully integrated agreement of the parties. The provisions of this Order are deemed severable and, if a court of competent jurisdiction or other appropriate authority deems any provision of this Order unenforceable, the remaining provisions shall be valid and enforceable.

8. This Order shall terminate five years from its effective date or upon compliance with all the terms and conditions set forth in this Order, whichever is later.

9. The Executive Director recognizes that by March 27, 2025, the Respondent submitted a Notice of Intent (“NOI”) under Texas Pollutant Discharge Elimination System (“TPDES”) General Permit No. TXR1582UB through the State of Texas Environmental Electronic Reporting System to obtain authorization to discharge stormwater at the Site.

II. ALLEGATIONS

During an investigation at the Site conducted on February 26, 2025, an investigator documented that the Respondent failed to obtain authorization to discharge stormwater associated with construction activities, in violation of 30 TEX. ADMIN. CODE § 281.25(a)(4) and 40 CODE OF FEDERAL REGULATIONS § 122.26(c). Specifically, the Respondent was performing construction activities prior to obtaining authorization under Texas Pollutant Discharge Elimination System General Permit No. TXR150000.

III. DENIALS

The Respondent generally denies each allegation in Section II ("Allegations").

IV. ORDERING PROVISIONS

NOW, THEREFORE, THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY ORDERS that:

1. The Respondent is assessed a penalty as set forth in Section I, Paragraph No. 4. The payment of this penalty and the Respondent's compliance with all of the requirements set forth in this Order resolve only the allegations in Section II. The Commission shall not be constrained in any manner from requiring corrective action or penalties for violations which are not raised here. Penalty payments shall be made payable to "TCEQ" and shall be sent with the notation "Re: Williamson County, Docket No. 2025-0747-WQ-E" to:

   Financial Administration Division, Revenue Operations Section
   Attention: Cashier's Office, MC 214
   Texas Commission on Environmental Quality
   P.O. Box 13088
   Austin, Texas 78711-3088

2. The Respondent shall undertake the following technical requirements:

   a. Within 30 days of the effective date of this Order:

i. Develop and implement a stormwater pollution prevention plan to comply with the requirements of TPDES General Permit No. TXR150000;

ii. Post a site notice; and

iii. Submit a copy of the NOI to the receiving municipal separate storm sewer system.

b. Within 45 days after the effective date of this Order, submit written certification, and include detailed supporting documentation including photographs, receipts, and/or other records to demonstrate compliance with Ordering Provision Nos. 2.a.i., 2.a.ii., and 2.a.iii. The certification shall be signed by the Respondent and shall include the following certification language:

> "I certify under penalty of law that I have personally examined and am familiar with the information submitted and all attached documents, and that based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the submitted information is true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment for knowing violations."

The certification shall be submitted to:

> Enforcement Division, MC 149A
> Texas Commission on Environmental Quality
> P.O. Box 13087
> Austin, Texas 78711-3087

with a copy to:

> Water Section Manager
> Austin Regional Office
> Texas Commission on Environmental Quality
> P.O. Box 13087
> Austin, Texas 78711-3087

3. All relief not expressly granted in this Order is denied.

4. The duties and provisions imposed by this Order shall apply to and be binding upon the Respondent. The Respondent is ordered to give notice of this Order to personnel who maintain day-to-day control over the Site operations referenced in this Order.

5. The Executive Director may grant an extension of any deadline in this Order or in any plan, report, or other document submitted pursuant to this Order, upon a written and substantiated showing of good cause. All requests for extensions by the Respondent shall be made in writing to the Executive Director. Extensions are not effective until the Respondent receives written approval from the Executive Director. The determination of what constitutes good cause rests solely with the Executive Director. Extension requests shall be sent to the Enforcement Division at the address listed above.

6. This Order, issued by the Commission, shall not be admissible against the Respondent in a civil proceeding, unless the proceeding is brought by the OAG to: (1) enforce the terms of this Order; or (2) pursue violations of a statute within the Commission's jurisdiction, or of a rule adopted or an order or permit issued by the Commission under such a statute.

7. This Order may be executed in separate and multiple counterparts, which together shall constitute a single instrument. Any page of this Order may be copied, scanned, digitized, converted to electronic portable document format ("pdf"), or otherwise reproduced and may be transmitted by digital or electronic transmission, including but not limited to facsimile transmission and electronic mail. Any signature affixed to this Order shall constitute an original signature for all purposes and may be used, filed, substituted, or issued for any purpose for which an original signature could be used. The term "signature" shall include manual signatures and true and accurate reproductions of manual signatures created, executed, endorsed, adopted, or authorized by the person or persons to whom the signatures are attributable. Signatures may be copied or reproduced digitally, electronically, by photocopying, engraving, imprinting, lithographing, electronic mail, facsimile transmission, stamping, or any other means or process which the Executive Director deems acceptable. In this paragraph exclusively, the terms: electronic transmission, owner, person, writing, and written, shall have the meanings assigned to them under TEX. BUS. ORG. CODE § 1.002.

8. The effective date of this Order is the date it is signed by the Commission. A copy of this fully executed Order shall be provided to each of the parties.

SIGNATURE PAGE

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

_____ _____
For the Commission Date

_____ _____
For the Executive Director Date

I, the undersigned, have read and understand the attached Order. I am authorized to agree to the attached Order, and I do agree to the terms and conditions specified therein. I further acknowledge that the TCEQ, in accepting payment for the penalty amount, is materially relying on such representation.

I also understand that failure to comply with the Ordering Provisions, if any, in this Order and/or failure to timely pay the penalty amount, may result in:

- A negative impact on compliance history;
- Greater scrutiny of any permit applications submitted;
- Referral of this case to the OAG for contempt, injunctive relief, additional penalties, and/or attorney fees, or to a collection agency;
- Increased penalties in any future enforcement actions;
- Automatic referral to the OAG of any future enforcement actions; and
- TCEQ seeking other relief as authorized by law.

In addition, any falsification of any compliance documents may result in criminal prosecution.

_____ _____
Signature Date

_____ _____
Name (Printed or typed) Title
Authorized Representative of
Williamson County

☐ *If mailing address has changed, please check this box and provide the new address below:*

Instructions: Send the original, signed Order with penalty payment to the Financial Administration Division, Revenue Operations Section at the address in Ordering Provision 1 of this Order.

Commissioners Court - Regular Session **66.**

Meeting Date: 07/01/2025

Ronald Reagan Widening Purchase contract

Submitted For: Charlie Crossfield **Submitted By:** Don Childs, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a real estate contract with Savannah R. Doleva a/k/a Savannah Doleva a/k/a Savannah Rachel Doleva, individually and as independent executor of the estate of Christopher Michael Doleva (deceased) to acquire 0.2118 AC needed as right of way on the Ronald Reagan segment C project (Parcel 4). Funding Source: TANS P588

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	06/26/2025 03:17 PM
Form Started By: Don Childs		Started On: 06/25/2025 03:25 PM
Final Approval Date: 06/26/2025		

REAL ESTATE CONTRACT

Ronald Reagan Widening Right of Way (Segment C)

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **SAVANNAH R. DOLEVA A/K/A SAVANNAH DOLEVA A/K/A SAVANNAH RACHEL DOLEVA, INDIVIDUALLY AND AS INDEPENDENT EXECUTOR OF THE ESTATE OF CHRISTOPHER MICHAEL DOLEVA, DECEDASED** (referred to in this Contract as "Seller", whether one or more) and **WILLIAMSON COUNTY, TEXAS** (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

> All of that certain 0.2118 acre (9,228 square foot) tract of land out of and situated in the Theophilus W. Medcalf Survey, Abstract No. 412, Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein **(Parcel 4)**;

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements and fixtures situated on and attached to the Property described herein not otherwise retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE AND ADDITIONAL COMPENSATION

Purchase Price

2.01. The Purchase Price for the Property interests described herein, any improvements on the Property, and any cost of cure or damage to the remaining property of Seller, shall be the sum of FIFTY THOUSAND NINE HUNDRED FIFTY-FIVE and 00/100 Dollars ($50,955.00).

Payment of Purchase Price and Additional Compensation

2.02. The Purchase Price shall be payable in cash or other readily available funds at the Closing.

Special Provisions

2.03. Potential Driveway Location. By execution of this Agreement Purchaser acknowledges that if following the date of this Agreement the remaining property of Seller, currently identified as WCAD parcel R576390, is further subdivided by sale or other means that the new parcel area is subject to potential driveway location spacing and sight distance analysis under current Williamson County Road Bond program access management rules according to the limits and in the location as shown on Exhibit "B" attached hereto. Any final driveway permit to Ronald Reagan Boulevard for actual construction shall require application, review and approval from the Williamson County Road & Bridge Department.

If the remainder property R576390 is subdivided and the owner of the newly created parcel has not received a permit for and otherwise constructed a new driveway as identified herein as of the time of letting for the proposed Ronald Reagan Boulevard improvement project ("County Project"), then upon written request from Seller, its successors or assigns, Purchaser shall construct a standard County Project specification driveway between the edge of proposed pavement and the edge of right of way at its expense and as part of the proposed County Project.

ARTICLE III
PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the Closing.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

4.01. Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's knowledge:

(a) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Purchaser.

(b) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

4.02. The Property is being conveyed to Purchaser under threat of condemnation.

ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held at the office of Texas National Title Company on or before July 15, 2025, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to the right of way Property, conveying such interest in and to the portion of the Property free and clear of any and all monetary liens and restrictions, except for the following:

(a) General real estate taxes for the year of closing and subsequent years not yet due and payable.

(b) Any exceptions approved by Purchaser pursuant to Article III hereof; and

(c) Any exceptions approved by Purchaser in writing.

(2) The Deed shall be in the form as shown in Exhibit "C" attached hereto and incorporated herein.

(3) Provide reasonable assistance as requested, at no cost to Seller, to cause the Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the permanent interests being conveyed in the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and

the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

(a) The boundary and survey exceptions shall be deleted.

(b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

(c) The exception as to the lien for taxes shall be limited to the year of closing and shall be endorsed "Not Yet Due and Payable".

(4) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

(a) Pay the cash portion of the Purchase Price and Additional Compensation, if any.

Prorations

5.04. General real estate taxes for the then current year relating to the portion of the Property conveyed in fee shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing but shall otherwise remain the obligation of Seller to satisfy. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, which directly result from this Contract and conveyance shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

(1) Owner's Title Policy and survey to be paid by Purchaser.

(2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.

(3) All other closing costs shall be paid by Purchaser.

(4) Attorney's fees paid by each respectively.

ARTICLE VI
BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII
BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made, then Seller shall receive the amount of $500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII
MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

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

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by the Williamson County commissioners' court, which date is indicated beneath the County Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

Contingent Possession and Use Agreement

8.12. Upon completion of (1) the full execution of this Contract by all parties, and (2) acknowledgment by the Title Company of delivery by Purchaser of the full Purchase Price to the Title Company, Purchaser, its agents and contractors shall be permitted at any time after July 15, 2025 to enter and possess the Property prior to Closing for the purpose of completing any and all necessary testing, utility relocation and construction activities associated with the proposed Ronald Reagan improvement construction project of Purchaser, and Seller agrees to make any gate access available to Purchaser, its contractors or utility facility owners as necessary to carry out the purposes of this paragraph. The parties further agree to continue to use diligence in assisting with any title curative measures or mortgage lien release required by the Contract to complete the Closing of the purchase transaction.

SELLER:

Savanna R. Doleva a/k/a
Savanna Doleva a/k/a
Savannah Rachel Doleva, Individually and
as Independent Executor of the Estate of
Christopher Michael Doleva, Deceased

Address: 4275 FM 3405
Georgetown, TX 78633

Date: 6/20/25

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Steven Snell
County Judge

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

Date: _____

County: Williamson
Parcel: 4 – Christopher M. Doleva and Savannah R. Doleva
Highway: Ronald Reagan Boulevard

EXHIBIT A
PROPERTY DESCRIPTION

DESCRIPTION OF A 0.2118 OF ONE ACRE (9,228 SQUARE FEET) PARCEL OF LAND SITUATED IN THE THEOPHILUS W. MEDCALF SURVEY, ABSTRACT NO. 412, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 10.01 ACRE TRACT OF LAND DESCRIBED IN A WARRANTY DEED TO CHRISTOPHER M. DOLEVA AND SAVANNAH R. DOLEVA, RECORDED IN DOCUMENT NO. 2020119878 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), SAID 0.2118 OF ONE ACRE (9,228 SQUARE FEET) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch rebar with aluminum cap stamped "WILLIAMSON COUNTY" set in the South line of said 10.01 acre tract and the common North line of the remainder of a called 15.376 acre tract of land described in a Trustee's Deed by Substitute Trustee with Vendor's Lien to John Jay Dudgeon and Karen Dudgeon, recorded in Document No. 9735668 of the Official Records of Williamson County, Texas (O.R.W.C.T.) and in the proposed West Right-of-Way (ROW) line of Ronald Reagan Boulevard (Grid Coordinates: N= 10,231,188.83, E= 3,076,926.18), 164.57 feet Left of Ronald Reagan Baseline Station 690+79.67, from which a 1/2-inch rebar found in the South line of said 10.01 acre tract and the common North line of the remainder of said 15.376 acre tract, bears South 68°50'06" West a distance of 231.22 feet;

THENCE over and across said 10.01 acre tract and with the proposed West ROW line of said Ronald Reagan Boulevard, the following two (2) courses and distances:

1) **North 21°41'31" East** a distance of **179.06** feet to a 1/2-inch rebar with aluminum cap stamped "WILLIAMSON COUNTY" set, 162.42 feet Left of Ronald Reagan Baseline Station 692+54.97; and

2) Along a curve to the **Right**, having a radius of **8,530.00** feet, an arc length of **503.78** feet, a delta angle of **03°23'02"**, and a chord which bears **North 23°53'13" East** a distance of **503.71** feet to a 1/2-inch rebar with aluminum cap stamped "WILLIAMSON COUNTY" set in the North line of said 10.01 acre tract and the common South line of a called 11.01 acre tract of land described in a Special Warranty Deed to CHKR LLC, recorded in Document No. 2019002710 of said O.P.R.W.C.T., 159.05 feet Left of Ronald Reagan Baseline Station 697+48.41;

3) **THENCE South 63°49'58" East** with the North line of said 10.01 acre tract and the common South line of said 11.01 acre tract, a distance of **17.61** feet to a Calculated Point in the existing West ROW line of Ronald Reagan Boulevard (Variable Width ROW), for the Northeast corner of said 10.01 acre tract and the common Southeast corner of said 11.01 acre tract, 141.44 feet Left of Ronald Reagan Baseline Station 697+48.16, from which a 1/2-inch rebar with cap stamped "FOREST RPLS 1847" found bears South 63°49'58" East a distance of 0.51 feet;

County: Williamson
Parcel: 4 – Christopher M. Doleva and Savannah R. Doleva
Highway: Ronald Reagan Boulevard

4) **THENCE** with the East line of said 10.01 acre tract and the existing common West ROW line of said Ronald Reagan Boulevard, along a curve to the **Left** having a radius of **8,650.00** feet, an arc length of **672.61** feet, a delta angle of **04°27'19"**, and a chord which bears **South 23°59'41" West** a distance of **672.44** feet to a Calculated Point for the Southeast corner of said 10.01 acre tract and the common Northeast corner of the remainder of said 15.376 acre tract, 154.53 feet Left of Ronald Reagan Baseline Station 690+88.38;

5) **THENCE South 68°50'06" West** with the South line of said 10.01 acre tract and the common North line of the remainder of said 15.376 acre tract, a distance of **13.41** feet to the **POINT OF BEGINNING**, containing 0.2118 of one acre (9,228 Square Feet) of land, more or less.

This property description is accompanied by a separate plat of even date.

This project is referenced for all bearing and coordinate basis to the Texas Coordinate System, North American Datum of 1983 (NAD83 – 2011 Adjustment), Central Zone (4203). All distances shown hereon are surface values represented in U.S. Survey Feet based on a grid-to-surface combined adjustment factor of 1.00012.

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

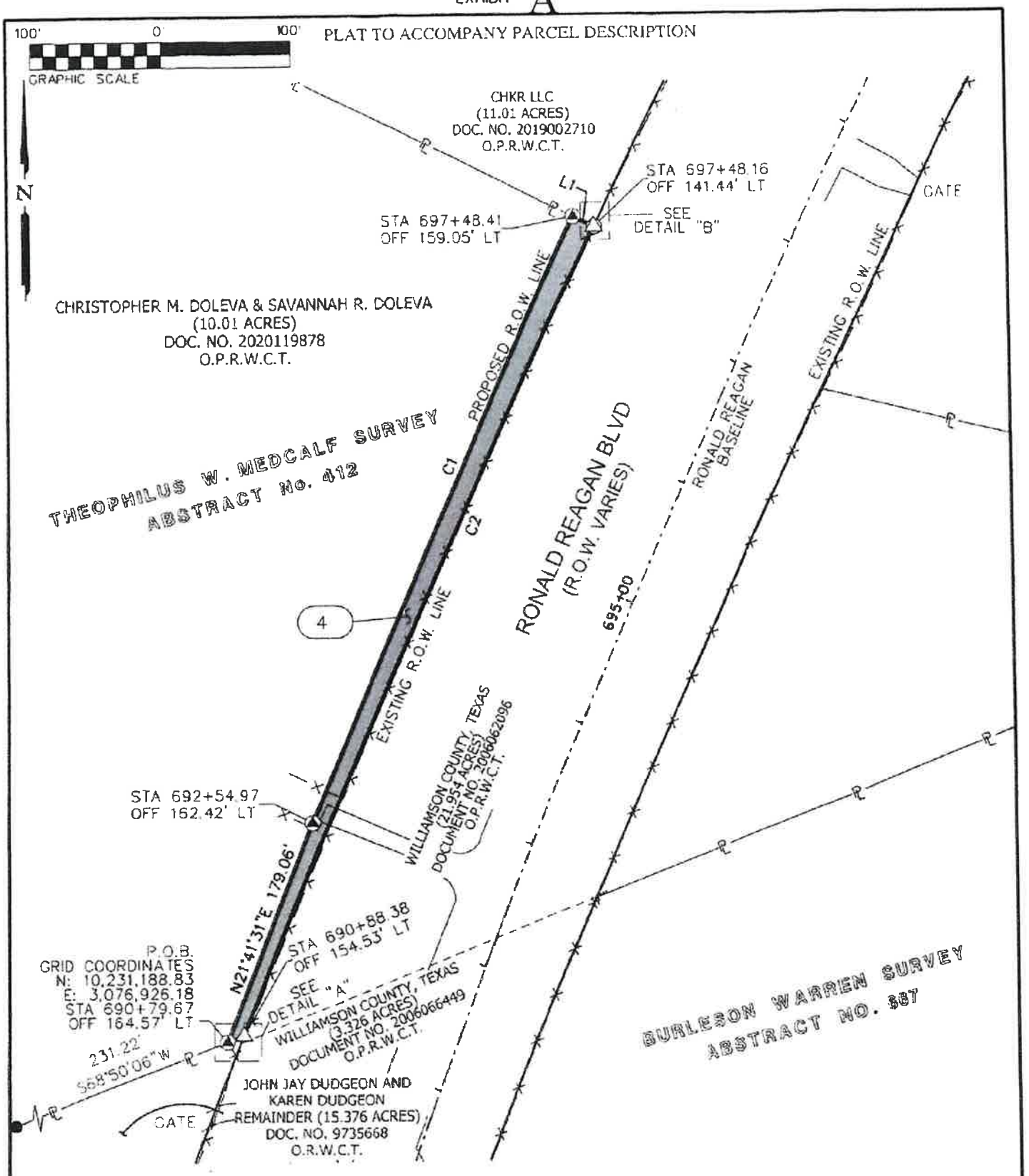
That I, Frank W. Funk, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described was determined by a survey made on the ground under my direct supervision.

Frank W Funk 03/06/2025

Frank W. Funk
Registered Professional Land Surveyor
State of Texas No. 6803
Landesign Services, Inc.
FIRM 10001800
10090 W Highway 29
Liberty Hill, Texas 78642



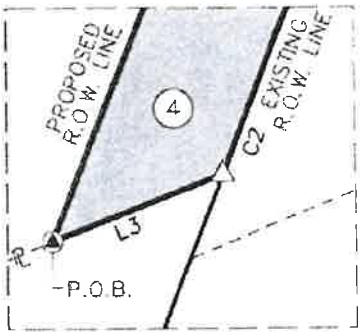
EXHIBIT "A"



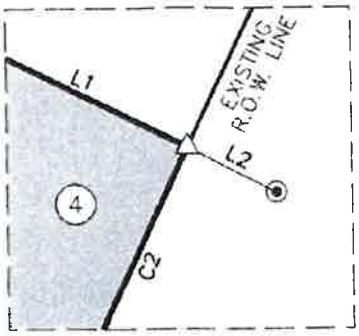
LSI LANDESIGN SERVICES, INC. 10090 W HIGHWAY 29 LIBERTY HILL, TX 78642 TBPELS FIRM NO. 10001800 512-238-7901	PARCEL PLAT SHOWING PROPERTY OF CHRISTOPHER M. DOLEVA & SAVANNAH R. DOLEVA	03/06/2025 PARCEL 04 0.2118 ACRES 9,228 Sq. Ft. SHEET 3 OF 5
SCALE 1" = 100'	PROJECT RONALD REAGAN	COUNTY WILLIAMSON

EXHIBIT "A"

PLAT TO ACCOMPANY PARCEL DESCRIPTION



DETAIL "A"
NOT TO SCALE



DETAIL "B"
NOT TO SCALE

LINE DATA		
LINE	BEARING	LENGTH
L1	S63° 49'58"E	17.61'
L2	S63° 49'58"E	0.51'
L3	S68° 50'06"W	13.41'

CURVE DATA				
CURVE	Δ	RADIUS	LENGTH	CHORD
C1	03° 23'02"	8530.00'	503.78'	N23° 53'13"E 503.71'
C2	04° 27'19"	8650.00'	672.61'	S23° 59'41"W 672.44'

NOTES:

1. BEARINGS SHOWN HEREON ARE ORIENTED TO GRID NORTH. COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD83 2011 ADJUSTMENT), CENTRAL ZONE (FEDERAL INFORMATION PROCESSING STANDARD (FIPS) 4203).

2. DISTANCES AND AREAS SHOWN HEREON ARE PROJECT SURFACE VALUES EXPRESSED IN U.S. SURVEY FEET. THE PROJECT GRID-TO-SURFACE COMBINED SURFACE ADJUSTMENT FACTOR IS 1.00012.

3. A METES AND BOUNDS DESCRIPTION OF EVEN DATE ACCOMPANIES THIS PARCEL PLAT.

LEGEND

△	CALCULATED POINT
▲	1/2-INCH REBAR WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" SET (UNLESS OTHERWISE NOTED)
●	1/2-INCH REBAR FOUND (UNLESS OTHERWISE NOTED)
◉	1/2-INCH REBAR FOUND WITH CAP STAMPED FOREST RPLS 1847 (UNLESS OTHERWISE NOTED)
O.P.R.W.C.T	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
O.R.W.C.T	OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
R.O.W.	RIGHT OF WAY
( )	RECORD INFORMATION
——℄——	PROPERTY LINE
----------	SURVEY LINE

STATE OF TEXAS:
WILLIAMSON COUNTY:

THIS SURVEY PLAT WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION.

FRANK W. FUNK 03/06/2025
FRANK W. FUNK DATE
RPLS 6803

STATE OF TEXAS
REGISTERED
FRANK WILLIAM FUNK
6803
PROFESSIONAL
LAND SURVEYOR

CALLED
10.01 ACRES
435,636 Sq. Ft.

REMAINDER
9.80 ACRES
426,808 Sq. Ft.

LSI LANDESIGN SERVICES, INC.
10080 W HIGHWAY 29 LIBERTY HILL, TX 78642
TBPELS FIRM NO. 10001300
512-238-7901

PARCEL PLAT SHOWING PROPERTY OF

CHRISTOPHER M. DOLEVA & SAVANNAH R. DOLEVA

03/06/2025

PARCEL 04
0.218 ACRES
9,228 Sq. Ft.

SCALE	PROJECT	COUNTY	SHEET
1" = 100'	RONALD REAGAN	WILLIAMSON	4 OF 5

EXHIBIT "A"

PLAT TO ACCOMPANY PARCEL DESCRIPTION

COMMITMENT FOR TITLE INSURANCE PROVIDED BY:

FIRST AMERICAN TITLE GUARANTY COMPANY
GF NO T-179487
ISSUED: FEBRUARY 19, 2025
EFFECTIVE DATE: FEBRUARY 12, 2025

ONLY THOSE ITEMS LISTED IN SCHEDULE B OF THE ABOVE REFERENCED COMMITMENT FOR TITLE INSURANCE WERE REVIEWED FOR THE PURPOSE OF THE SURVEY. NO ADDITIONAL RESEARCH WAS PERFORMED BY THIS SURVEYOR. THERE MAY BE ADDITIONAL EASEMENTS, RESTRICTIONS, OR OTHER ENCUMBRANCES WHICH AFFECT THIS SURVEY THAT ARE NOT KNOWN TO THIS SURVEYOR.

ITEMS 10.3 THROUGH 10.10, ARE NOT A SURVEY MATTER.

10: 1. A WATER PIPELINES EASEMENT GRANTED TO CHISHOLM TRAIL, WSC AS DESCRIBED IN VOLUME 954, PAGE 549 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AS CONVEYED TO CHISHOLM TRAIL SPECIAL UTILITY DISTRICT IN VOLUME 2168, PAGE 44, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND AS ASSIGNED TO THE CITY OF GEORGETOWN, TEXAS IN DOCUMENT NO. 2014076202 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.
(MAY AFFECT- UNABLE TO LOCATE BASED ON THE DESCRIPTION IN INSTRUMENT)

2. A UTILITY EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC. AS DESCRIBED IN DOCUMENT NO. 2016058776 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.
(MAY AFFECT- UNABLE TO LOCATE BASED ON THE DESCRIPTION IN INSTRUMENT)

11 ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE, INCLUDING BUT NOT LIMITED TO FENCES NOT FOLLOWING THE PROPERTY BOUNDARIES, THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE SUBJECT PROPERTY. (OWNER'S POLICY ONLY)
(NOTED HEREON)

LSI LANDESIGN SERVICES, INC.
10090 W HIGHWAY 29 LIBERTY HILL, TX 78642
TBPELS FIRM NO. 10001800
512-238-7901

PARCEL PLAT SHOWING PROPERTY OF

CHRISTOPHER M. DOLEVA & SAVANNAH R. DOLEVA

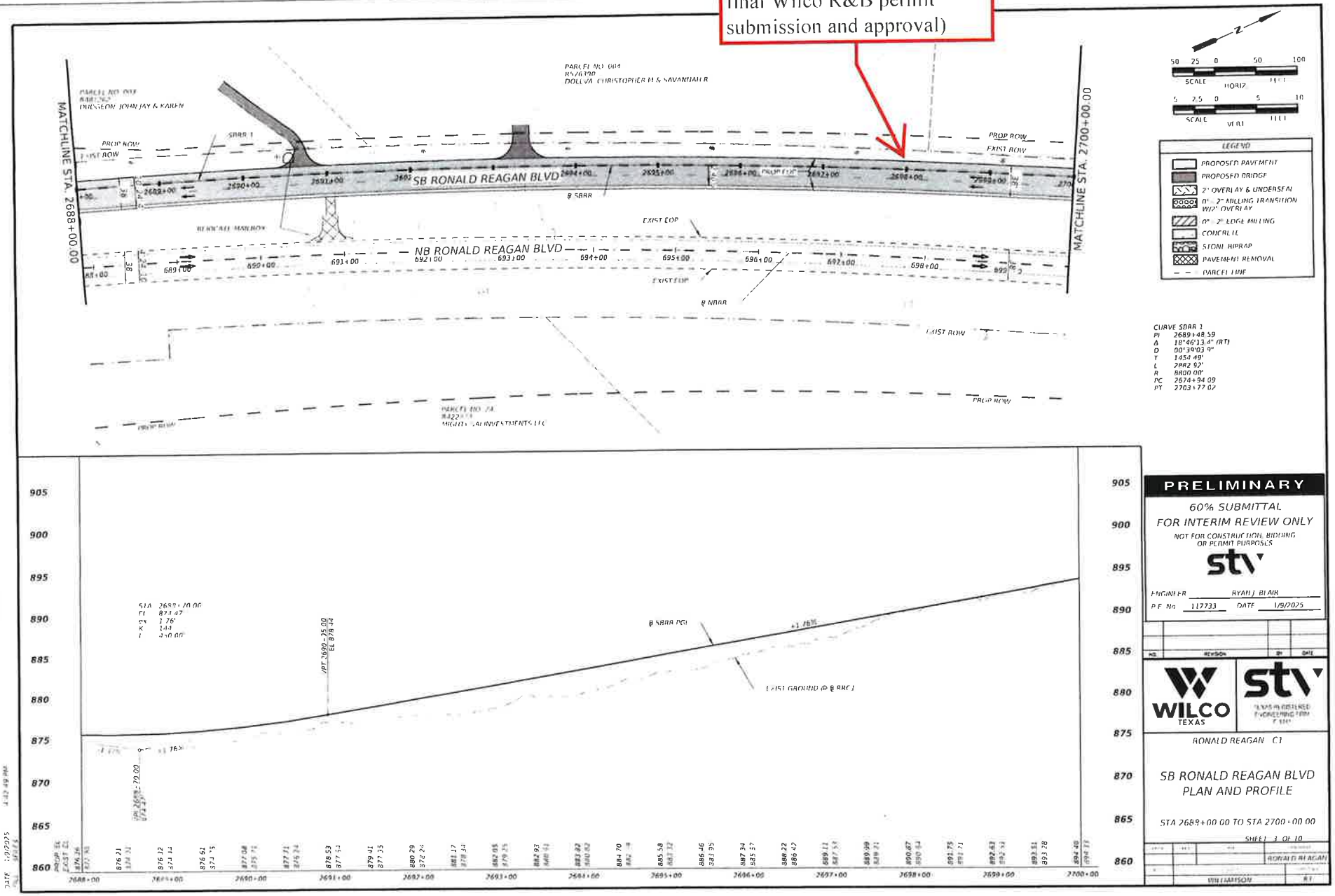
03/06/2025

PARCEL 04
0.2118 ACRES
9,228 Sq. Ft.

SCALE	PROJECT	COUNTY
1" = 100'	RONALD REAGAN	WILLIAMSON

EXHIBIT "B"

Future driveway if R576390 property is split to be located at +-Sta. 2698+00 (subject to final Wilco R&B permit submission and approval)



PRELIMINARY

60% SUBMITTAL
FOR INTERIM REVIEW ONLY
NOT FOR CONSTRUCTION, BIDDING OR PERMIT PURPOSES

stv

ENGINEER RYAN J BLAIR
P.E. No 117733 DATE 1/9/2025

NO	REVISION	BY	DATE

WILCO TEXAS

stv

RONALD REAGAN C1

SB RONALD REAGAN BLVD
PLAN AND PROFILE

STA 2688+00.00 TO STA 2700+00.00

SHEET 3 OF 10

RONALD REAGAN

WILLIAMSON

EXHIBIT "C"

Parcel 4

DEED

Ronald Reagan Boulevard (Segment C) 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 **SAVANNAH R. DOLEVA A/K/A SAVANNAH DOLEVA A/K/A SAVANNAH RACHEL DOLEVA, INDIVIDUALLY AND AS INDEPENDENT EXECUTOR OF THE ESTATE OF CHRISTOPHER MICHAEL DOLEVA, DECEDASED**, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto **WILLIAMSON COUNTY, TEXAS**, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows (the "Property"):

> All of that certain 0.2118 acre (9,228 square foot) tract of land out of and situated in the Theophilus W. Medcalf Survey, Abstract No. 412, Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein **(Parcel 4)**;

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 its successors or assigns, 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 Grantee's proposed roadway facilities and appurtenances.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ___ day of _____, 2025.

[signature pages follow]

GRANTOR:

_____

Savanna R. Doleva a/k/a
Savanna Doleva a/k/a
Savannah Rachel Doleva, Individually and
as Independent Executor of the Estate of
Christopher Michael Doleva, Deceased

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2025 by Savanna Doleva, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:
Sheets & Crossfield, P.L.L.C.
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:

Meeting Date: 07/01/2025

Seward Junction N Loop Real Estate Contract

Submitted For: Charlie Crossfield **Submitted By:** Don Childs, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on accepting a deed from Middlebrook Ltd. a Texas limited partnership, for 3 tracts of land totaling 2.987 AC needed as right of way on the Seward Junction NE Loop project. (Parcels 2, 3, & 5). Funding Source: TANS P588

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Deed

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	06/26/2025 03:17 PM
Form Started By: Don Childs		Started On: 06/25/2025 03:29 PM
Final Approval Date: 06/26/2025		

Parcels 2, 3, 5

DEED

Seward Junction Loop North 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 **MIDDLEBROOK, LTD.**, a Texas 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, has this day Sold and by these presents does 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**"):

TRACT 1:
All of that certain 0.59 acre tract of land out of the Noah Smithwick Survey, Abstract No. 590, in Williamson County, Texas, and being more particularly described by metes and bounds in **Exhibit "A"** attached hereto and made a part hereof (**Parcel 2**); and

TRACT 2:
All of that certain 0.9119 acre tract of land, being all of Lot 93, Amended Plat of Lots 80, 81, 82, 87, 88, 89, 92 and 93, Block C, Terra Del Sol at Santa Rita West Phase 1 Section 1, a subdivision in and to the County of Williamson, Texas, according to the map or plat thereof recorded under Document No. 2019022600, Official Public Records, Williamson County, Texas, and being more particularly described by metes and bounds in **Exhibit "B"** attached hereto and made a part hereof (**Parcel 3**); and

TRACT 3:
All of that certain 1.485 acre tract of land, being all of Lot 62, Block A, Terra Del Sol at Santa Rita West Phase 1 Section 1, a subdivision in and to the County of Williamson, Texas, according to the map or plat thereof recorded under Document No. 2018037552, Official Public Records, Williamson County, Texas, and being more particularly described by metes and bounds in **Exhibit "C"** attached hereto and made a part hereof (**Parcel 5**).

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 Property and upon the condition that none of such operations shall be conducted so near the surface of the Property 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 the Property 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 but not otherwise.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the 11 day of June, 2025.

[signature on following page]

GRANTOR:

MIDDLEBROOK, LTD., a Texas limited partnership

By: Middlebrook GP, LLC, a Texas limited liability company, General Partner

By: MREM Texas Manager, LLC, a Delaware limited liability company, Manager

By: _____
James Edward Horne, Vice President

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the 11 day of June, 2025 by James Edward Horne in the capacity and for the purposes and consideration recited therein.

AIMEE RANDLE
My Notary ID # 2790126
Expires July 27, 2028

_____
Notary Public, State of Texas

ACCEPTED BY GRANTEE:

WILLIAMSON COUNTY, TEXAS

By:_____
Name:_____
Title:_____

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the _____ day of _____, 2025 by _____ in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, PLLC
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:

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

AFTER RECORDING RETURN TO:

Sheets & Crossfield, PLLC
309 East Main
Round Rock, Texas 78664

EXHIBIT "A"

Parcel 02
0.5900 Acre Right-of-Way
Noah Smithwick Survey, Abstract No. 590
Williamson County, Texas

DESCRIPTION OF PARCEL 02

BEING a 0.5900 of one acre (25,700 square foot) parcel of land out of the Noah Smithwick Survey, Abstract No. 590, Williamson County, Texas, being a portion of the remainder of that tract described as 27.627 acres (being the remainder of 103.80 acres described in Document No. 2013064831, Official Public Records, Williamson County, Texas) conveyed to Middlebrook, Ltd. by Warranty Deed dated October 25, 2019, as recorded in Document No. 2019102590, Official Public Records, Williamson County, Texas; said 0.5900 of one acre parcel of land being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2-inch iron rod with "McGray McGray" cap set in the proposed north right-of-way line of State Highway No. 29 (SH 29), being in the north line of the remainder of said 27.627 acre Middlebrook tract, at the southwest corner of Lot 92 and the southeast corner of Lot 93, Amended Plat of Lots 80, 81, 82, 87, 88, 89, 92 and 93, Block C, Terra Del Sol at Santa Rita Ranch West Phase 1 Section 1, a subdivision of record in Document No. 2019022600, Official Public Records, Williamson County, Texas, said POINT OF BEGINNING being 79.32 feet left of County Road 260 (CR 260) Engineer's Baseline Station 302+71.43, and having Surface Coordinates of N=10,209,664.66, E=3,074,829.84, from which a 1/2-inch iron rod with "Forest RPLS 1847" cap found at a corner in the north line of the remainder of said 27.627 acre Middlebrook tract, and the southeast corner of said Lot 92, bears South 72°15'42" East 170.85 feet;

THENCE, along the proposed north right-of-way line of SH 29, crossing the remainder of the said 27.627 acre Middlebrook tract, the following five (5) courses, numbered 1 through 5:

1) **South 03°44'05" East 128.88 feet** to a 1/2-inch iron rod with "McGray McGray" cap set, being 77.64 feet left of CR 260 Engineer's Baseline Station 304+00.30;

2) **South 72°13'30" East 49.26 feet** to a 1/2-inch iron rod with "McGray McGray" cap set, being 123.23 feet left of CR 260 Engineer's Baseline Station 304+18.96;

3) **South 27°13'30" East 14.14 feet** to a 1/2-inch iron rod with "McGray McGray" cap set, being 128.70 feet left of CR 260 Engineer's Baseline Station 304+32.00;

4) **South 72°13'30" East 680.68 feet** to a 1/2-inch iron rod with "McGray McGray" cap set, being 758.68 feet left of CR 260 Engineer's Baseline Station 306+89.77, and

5) **South 17°46'30" West 18.92 feet** to a 1/2-inch iron rod found at the southeast corner of the remainder of said 27.627 acre Middlebrook tract, and the southwest corner of Lot 1, De Veau Subdivision, a subdivision of record in Cabinet K, Slide 125, Plat Records, Williamson County, Texas, being corrected in Volume 2226, Page 686, Official Records, Williamson County, Texas, being in the existing north right-of-way line of SH 29 (100 foot width right-of-way), from which a 1/2-inch iron rod found in the east line of the remainder of said 27.627 acre Middlebrook tract, and the west line of said Lot 1, bears North 67°31'58" East 299.68 feet;

6) THENCE, along the south line of the remainder of said 27.627 acre Middlebrook tract, and the existing north right-of-way line of SH 29, **North 72°21'20" West 747.05 feet** to a 1/2-inch iron rod found at the southwest corner of the remainder of said 27.627 acre Middlebrook tract, being at the intersection of the existing north right-of-way line of SH 29 and the existing east right-of-way line of CR 260 (Sunset Ridge Drive, varying width right-of-way);

THENCE, along the west line of the remainder of said 27.627 acre Middlebrook tract, and the existing east right-of-way line of CR 260, the following two (2) courses, numbered 7 and 8:

7) **North 41°04'00" West 85.57 feet** to a calculated point, and

8) **North 09°24'02" West 119.37 feet** to a calculated point at the northwest corner of the remainder of said 27.627 acre Middlebrook tract, and the southwest corner of said Lot 93;

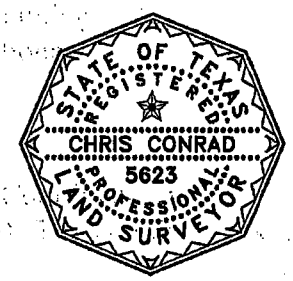
9) THENCE, along the north line of the remainder of said 27.627 acre Middlebrook tract, and the south line of said Lot 93, **South 72°15'42" East 87.61 feet** to the POINT OF BEGINNING and containing 0.5900 of one acre (25,700 square feet) of land within these metes and bounds.

Bearing Basis Note

The bearings described herein are based on the Texas Coordinate System, South Central Zone (4204), NAD83 (2011) EPOCH 2010.00. The coordinates shown are surface coordinates.

SURVEYED BY:

McGRAY & McGRAY LAND SURVEYORS, INC.
3301 Hancock Dr., Ste. 6
Austin, TX 78731 (512) 451-8591
TBPELS Survey Firm# 10095500



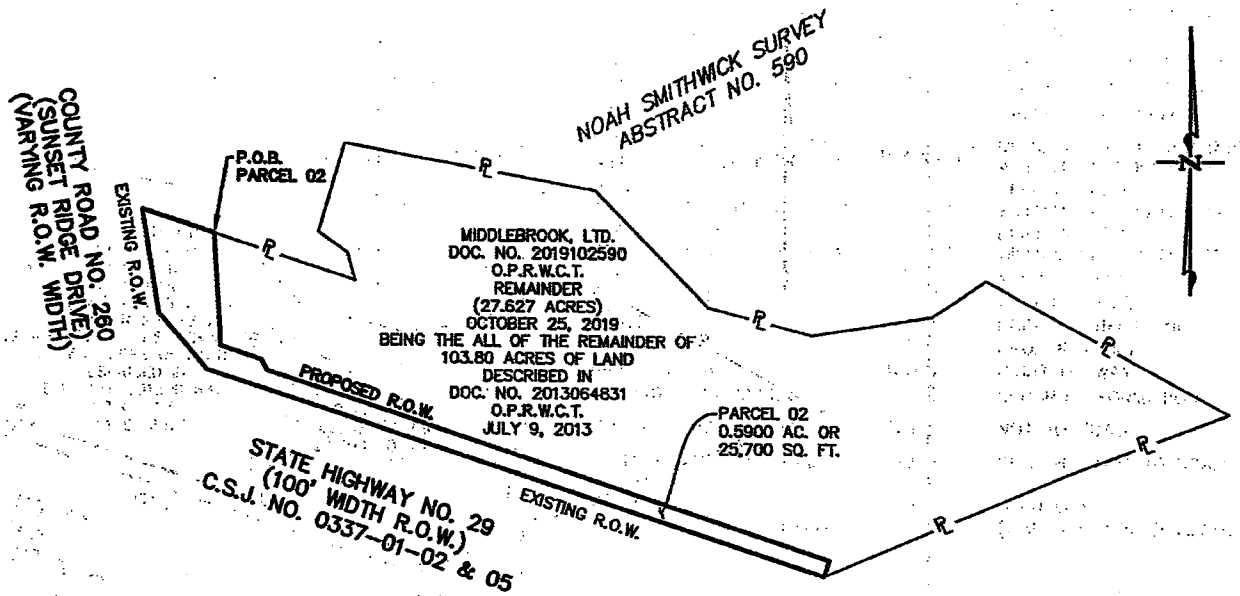
08/13/2024

Chris Conrad, Reg. Professional Land Surveyor No. 5623 Date

Note: There is a plat to accompany this description.
M:\LJA~23-086~Seward Junction Loop\Description\Parcel 02~0.5900 Ac
Issued 08/13/2024

WCAD ID R022965, R022966, & R392827

SURVEY TO ACCOMPANY DESCRIPTION OF 0.5900 AC. OR 25,700 SQ. FT. OF LAND OUT OF THE NOAH SMITHWICK SURVEY, ABSTRACT NO. 590 WILLIAMSON COUNTY, TEXAS



PROPERTY INSET
N.T.S.

LEGEND

●	1/2" IRON ROD FOUND
◉	1/2" IRON ROD CAP STAMPED "FOREST RPLS 1847" FOUND
◎	1/2" IRON ROD WITH CAP STAMPED "MCGRAY MCGRAY" SET
△	CALCULATED POINT
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS
VOL/PG	VOLUME/PAGE
CAB/SLD	CABINET/SLIDE
P.O.B.	POINT OF BEGINNING
℄	PROPERTY LINE
R.O.W.	RIGHT OF WAY
(.....)	RECORD INFORMATION
N.T.S.	NOT TO SCALE
	DISTANCE NOT TO SCALE
	DEED LINE (OWNERSHIP IN COMMON)

WCAD ID R022965, R022966, & R392827

REVISIONS	
-	-
-	-

AREA TABLE – ACRES (SQUARE FEET)		
CALCULATED	ACQUISITION	REMAINDER
6.6 AC. (287,496 SF.)	0.5900 AC. (25,700 SF.)	6.01 AC. (261,796 SF.)

NOTES:
1. THIS PROJECT IS REFERENCED, FOR ALL BEARING AND COORDINATE BASIS, TO THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NORTH AMERICAN DATUM OF 1983 (2011) EPOCH 2010.00. COORDINATES SHOWN HEREON ARE SURFACE COORDINATES AND IN U.S. SURVEY FEET.
2. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT.

STATE OF TEXAS
REGISTERED
CHRIS CONRAD
5623
PROFESSIONAL
LAND SURVEYOR

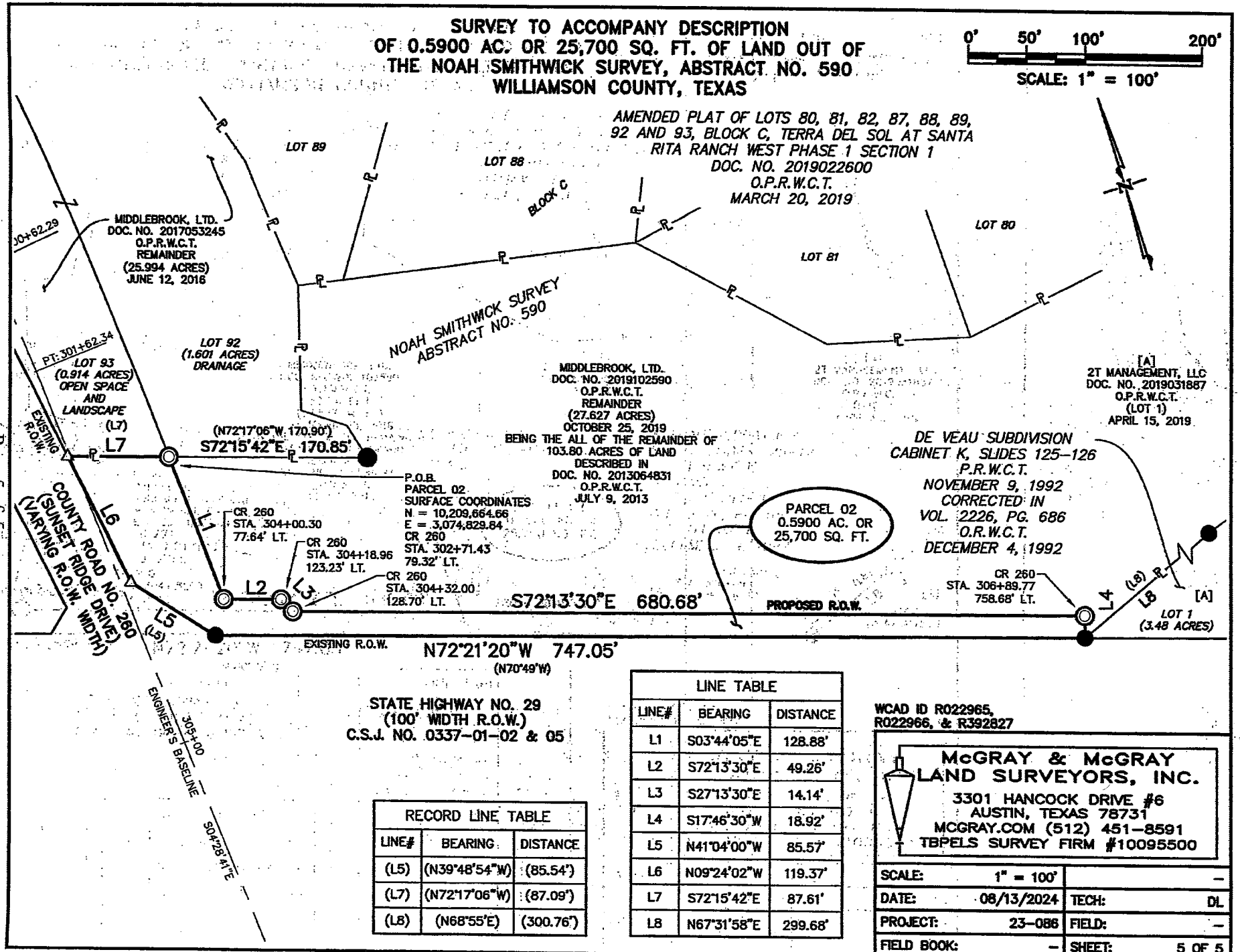
08/13/2024
CHRIS CONRAD, REG. PROF. LAND SURVEYOR NO. 5623 DATE
Note: There is a description to accompany this plat.

McGRAY & McGRAY
LAND SURVEYORS, INC.
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
MCGRAY.COM (512) 451-8591
TBPELS SURVEY FIRM #10095500

SCALE:	N.T.S.		-
DATE:	08/13/2024	TECH:	DL
PROJECT:	23-086	FIELD:	-
FIELD BOOK:	-	SHEET:	4 OF 5

M:\LIA~23-086~Seward Junction Loop\Dwg\Parcels\PROW~MIDDLEBROOK, LTD\PARCEL 02 - REMAINDER 27.627 AC\PROW~MIDDLEBROOK - PARCEL 02.dwg

SURVEY TO ACCOMPANY DESCRIPTION OF 0.5900 AC. OR 25,700 SQ. FT. OF LAND OUT OF THE NOAH SMITHWICK SURVEY, ABSTRACT NO. 590 WILLIAMSON COUNTY, TEXAS



RECORD LINE TABLE		
LINE#	BEARING	DISTANCE
(L5)	(N39°48'54"W)	(85.54')
(L7)	(N72°17'06"W)	(87.09')
(L8)	(N68°55'E)	(300.76')

LINE TABLE		
LINE#	BEARING	DISTANCE
L1	S03°44'05"E	128.88'
L2	S72°13'30"E	49.26'
L3	S27°13'30"E	14.14'
L4	S17°46'30"W	18.92'
L5	N41°04'00"W	85.57'
L6	N09°24'02"W	119.37'
L7	S72°15'42"E	87.61'
L8	N67°31'58"E	299.68'

WCAD ID R022965,
R022966, & R392827

McGRAY & McGRAY
LAND SURVEYORS, INC.
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
MCGRAY.COM (512) 451-8591
TBPELS SURVEY FIRM #10095500

SCALE:	1" = 100'		-
DATE:	08/13/2024	TECH:	DL
PROJECT:	23-086	FIELD:	-
FIELD BOOK:	-	SHEET:	5 OF 5

M:\LIA-23-086-Seward Junction Loop\Dwg\Parcels\PROW-MIDDLEBROOK, LTD\PARCEL 02 - REMAINDER 27.627 AC\PROW-MIDDLEBROOK - PARCEL 02.dwg

EXHIBIT "B"

Parcel 03
0.9119 Acre Right-of-Way
Noah Smithwick Survey, Abstract No. 590
Williamson County, Texas

DESCRIPTION OF PARCEL 03

BEING a 0.9119 of one acre (39,721 square foot) parcel of land out of the Noah Smithwick Survey, Abstract No. 590, Williamson County, Texas, being all of Lot 93, Amended Plat of Lots 80, 81, 82, 87, 88, 89, 92 and 93, Block C, Terra Del Sol at Santa Rita Ranch West Phase 1 Section 1, a subdivision of record in Document No. 2019022600, Official Public Records, Williamson County, Texas, said Lot 93 being a portion of the remainder of that tract described as 25.994 acres conveyed to Middlebrook, Ltd. by Warranty Deed dated June 12, 2016, as recorded in Document No. 2017053245, Official Public Records, Williamson Conty, Texas; said 0.9119 of one acre parcel of land being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2-inch iron rod with "McGray McGray" cap set in the proposed east right-of-way line of County Road 260 (CR 260), being at the northeast corner of Lot 93, and the northwest corner of Lot 92 in said Amended Plat of Lots 80, 81, 82, 87, 88, 89, 92 and 93, Block C, Terra Del Sol at Santa Rita Ranch West Phase 1 Section 1 subdivision, and in the existing south right-of-way line of Terra Del Sol Parkway (60 foot width right-of-way), said POINT OF BEGINNING being 83.12 feet left of Engineer's Baseline Station 298+36.81, and having Surface Coordinates of N=10,210,100.99, E=3,074,785.56, from which a 1/2-inch iron rod with "Forest RPLS 1847" cap found at the northeast corner of Lot 90, Terra Del Sol at Santa Rita Ranch West Phase 1 Section 1, a subdivision of record in Document No. 2018037552, Official Public Records, Williamson County, Texas, and in the existing south right-of-way line of Terra Del Sol Parkway, bears North 81°41'21" East 298.66 feet;

THENCE, along the proposed east right-of-way line of CR 260, the east line of said Lot 93, and the west line of said Lot 92, the following three (3) courses, numbered 1 through 3:

1) **South 06°54'57" East 221.58 feet** to a 1/2-inch iron rod with "McGray McGray" cap set, being 81.47 feet left of Engineer's Baseline Station 300+58.39;

2) **South 04°49'13" East 180.01 feet** to a 1/2-inch iron rod with "McGray McGray" cap set, being 79.74 feet left of Engineer's Baseline Station 302+34.37, and

3) **South 03°48'57" East 37.07 feet** to a 1/2-inch iron rod with "McGray McGray" cap set at the southeast corner of said Lot 93, and the southwest corner of said Lot 92, being in the north line of the remainder of that tract described as 27.627 acres (being the remainder of 103.80 acres described in Document No. 2013064831, Official Public Records, Williamson County, Texas) conveyed to Middlebrook, Ltd. by Warranty Deed, as recorded in Document No. 2019102590, Official Public Records, Williamson County, Texas, and being 79.32 feet left of Engineer's Baseline Station 302+71.43, from which a 1/2-inch iron rod with "Forest RPLS 1847" cap found at the southeast corner of said Lot 92, and a corner in the north line of the remainder of said 27.627 acre Middlebrook tract, bears South 72°15'42" East 170.85 feet;

4) THENCE, along the south line of said Lot 93 and the north line of the remainder of said 27.627 acre Middlebrook tract, **North 72°15'42" West 87.61 feet** to a calculated point at the southwest corner of said Lot 93, and the northwest of the remainder of said 27.627 acre Middlebrook tract, being in the existing east right-of-way line of CR 260 (Sunset Ridge Drive, varying width right-of-way);

5) THENCE, along the west line of said Lot 93 and the existing east right-of-way line of CR 260, **North 09°24'02" West 399.75 feet** to a 1/2-inch iron rod found at the northwest corner of said Lot 93, being at the intersection of the existing east right-of-way line of CR 260, and the existing south right-of-way line of Terra Del Sol Parkway;

6) THENCE, along the north line of said Lot 93 and the existing south right-of-way line of Terra Del Sol Parkway, **North 81°41'21" East 105.58 feet** to the POINT OF BEGINNING and containing 0.9119 of one acre (39,721 square feet) of land within these metes and bounds.

Bearing Basis Note

The bearings described herein are based on the Texas Coordinate System, South Central Zone (4204), NAD83 (2011) EPOCH 2010.00. The coordinates shown are surface coordinates.

SURVEYED BY:

McGRAY & McGRAY LAND SURVEYORS, INC.
3301 Hancock Dr., Ste. 6
Austin, TX 78731 (512) 451-8591
TBPELS Survey Firm# 10095500



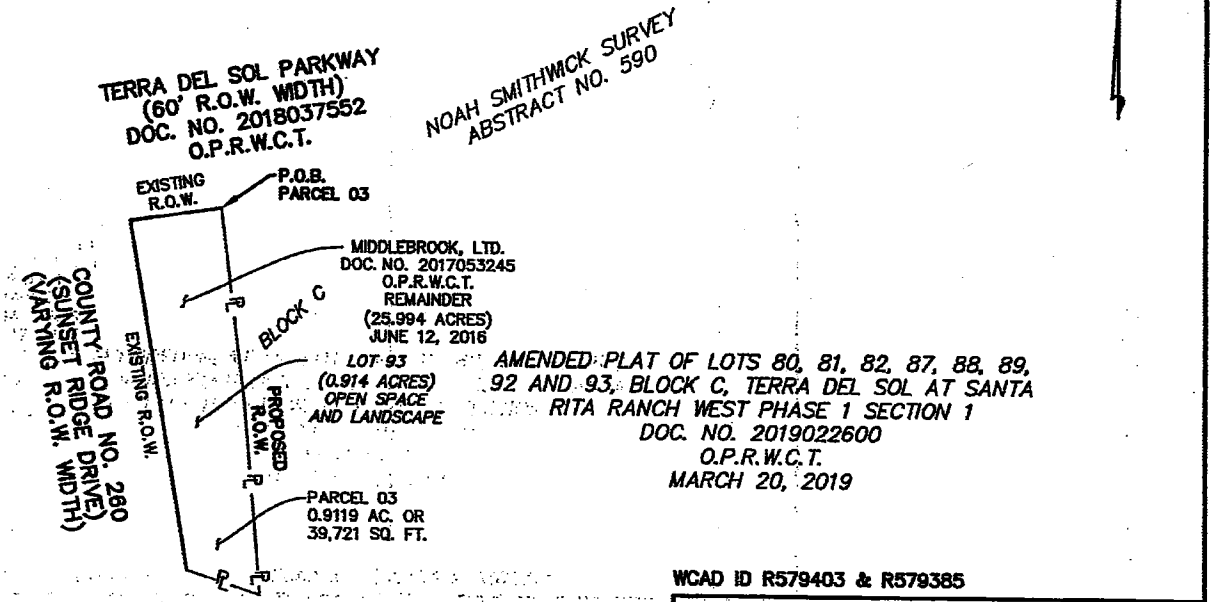
08/13/2024
Chris Conrad, Reg. Professional Land Surveyor No. 5623 Date
Note: There is a plat to accompany this description.
M:\LJA~23-086~Seward Junction Loop\Description\ROW_0.9119 Ac
Issued 08/13/2024

WCAD ID R579403 & 579385

SURVEY TO ACCOMPANY DESCRIPTION OF 0.9119 AC. OR 39,721 SQ. FT. OF LAND OUT OF THE NOAH SMITHWICK SURVEY, ABSTRACT NO. 590 WILLIAMSON COUNTY, TEXAS

LEGEND

●	1/2" IRON ROD FOUND
◉	1/2" IRON ROD CAP STAMPED "FOREST RPLS 1847" FOUND
◎	1/2" IRON ROD WITH CAP STAMPED "MCGRAY MCGRAY" SET
△	CALCULATED POINT
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS
VOL/PG	VOLUME/PAGE
CAB/SLD	CABINET/SLIDE
P.O.B.	POINT OF BEGINNING
P.L.	PROPERTY LINE
R.O.W.	RIGHT OF WAY
(.....)	RECORD INFORMATION
P.U.E.	PUBLIC UTILITY EASEMENT
N.T.S.	NOT TO SCALE
	DEED LINE (OWNERSHIP IN COMMON)



PROPERTY INSET
N.T.S.

WCAD ID R579403 & R579385

REVISIONS	
-	-
-	-

AREA TABLE – ACRES (SQUARE FEET)		
SURVEYED	ACQUISITION	REMAINDER
0.9119 AC. (39,721 SF.)	0.9119 AC. (39,721 SF.)	000.000 AC. (000,000 SF.)

NOTES:
1. THIS PROJECT IS REFERENCED, FOR ALL BEARING AND COORDINATE BASIS, TO THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NORTH AMERICAN DATUM OF 1983 (2011) EPOCH 2010.00. COORDINATES SHOWN HEREON ARE SURFACE COORDINATES AND IN U.S. SURVEY FEET.

2. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT.

STATE OF TEXAS
REGISTERED
CHRIS CONRAD
5623
PROFESSIONAL
LAND SURVEYOR

08/13/2024

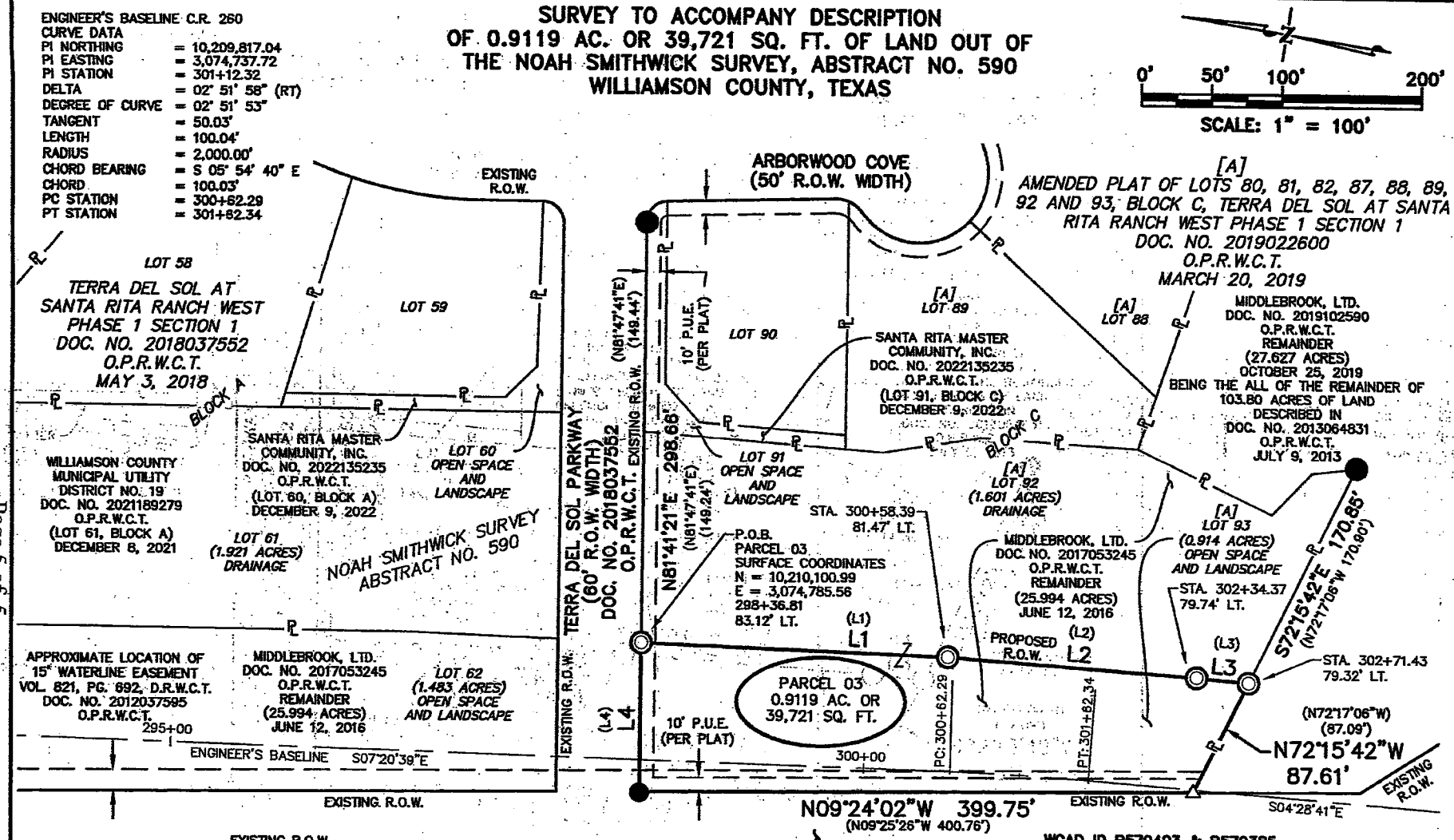
CHRIS CONRAD, REG. PROF. LAND SURVEYOR NO. 5623 DATE
Note: There is a description to accompany this plat.

McGRAY & McGRAY
LAND SURVEYORS, INC.
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
MCGRAY.COM (512) 451-8591
TBPELS SURVEY FIRM #10095500

SCALE:	N.T.S.		-
DATE:	08/13/2024	TECH:	DL
PROJECT:	23-086	FIELD:	-
FIELD BOOK:	-	SHEET:	4 OF 5

M:\LJA~23-086~Seward Junction Loop\Dwg\Parcels\PROW~MIDDLEBROOK, LTD\PARCEL 03 - LOT 93, BLK C\PROW~MIDDLEBROOK - PARCEL 03.dwg

SURVEY TO ACCOMPANY DESCRIPTION OF 0.9119 AC. OR 39,721 SQ. FT. OF LAND OUT OF THE NOAH SMITHWICK SURVEY, ABSTRACT NO. 590 WILLIAMSON COUNTY, TEXAS



LINE TABLE		
LINE#	BEARING	DISTANCE
L1	S06°54'57"E	221.58'
L2	S04°49'13"E	180.01'
L3	S03°48'57"E	37.07'
L4	N81°41'21"E	105.58'

RECORD LINE TABLE		
LINE#	BEARING	DISTANCE
(L1)	(N06°56'21"W)	(222.28')
(L2)	(N04°50'37"W)	(180.01')
(L3)	(N03°05'21"W)	(36.96')
(L4)	(N81°47'41"E)	(105.61')

WCAD ID R579403 & R579385

McGRAY & McGRAY LAND SURVEYORS, INC.
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
MCGRAY.COM (512) 451-8591
TBPELS SURVEY FIRM #10095500

SCALE:	1" = 100'		–
DATE:	08/13/2024	TECH:	DL
PROJECT:	23-086	FIELD:	–
FIELD BOOK:	–	SHEET:	5 OF 5

M:\LIA~23-086~Seward Junction Loop\Dwg\Parcels\PROW~MIDDLEBROOK, LTD\PARCEL 03 – LOT 93, BLK C\PROW~MIDDLEBROOK – PARCEL 03.dwg

EXHIBIT "C"

Parcel 05
1.485 Acre Right-of-Way
Noah Smithwick Survey, Abstract No. 590
Williamson County, Texas

DESCRIPTION OF PARCEL 05

BEING a 1.485 acre (64,698 square foot) parcel of land out of the Noah Smithwick Survey, Abstract No. 590, Williamson County, Texas, being all of Lot 62, Terra Del Sol at Santa Rita Ranch West Phase 1 Section 1, a subdivision of record in Document No. 2018037552, Official Public Records, Williamson County, Texas, said Lot 62 being a portion of the remainder of that tract described as 25.994 acres conveyed to Middlebrook, Ltd. by Warranty Deed dated June 12, 2016, as recorded in Document No. 2017053245, Official Public Records, Williamson Conty, Texas; said 1.485 acre parcel of land being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2-inch iron rod with "McGray McGray" cap set in the proposed east right-of-way line of County Road 260 (CR 260), being at the southeast corner of Lot 93, and the southwest corner of Lot 61 in said Terra Del Sol at Santa Rita Ranch West Phase 1 Section 1 subdivision, and in the existing north right-of-way line of Terra Del Sol Parkway (60 foot width right-of-way), said POINT OF BEGINNING being 83.57 feet left of Engineer's Baseline Station 297+76.80, and having Surface Coordinates of N=10,210,160.56, E=3,074,778.34, from which a chisel mark found at the southeast corner of Lot 59 in said Terra Del Sol at Santa Rita Ranch West Phase 1 Section 1 subdivision, and in the existing north right-of-way line of Terra Del Sol Parkway, bears North 81°41'21" East 295.75 feet;

1) THENCE, along the south line of said Lot 62, and the existing north right-of-way line of Terra Del Sol Parkway, **South 81°41'21" West 108.18 feet** to a calculated point at the southwest corner of said Lot 62, being at the intersection of the existing north right-of-way line of Terra Del Sol Parkway and the existing east right-of-way line of CR 260 (Sunset Ridge Drive, varying width right-of-way);

2) THENCE, along the west line of said Lot 62, and the existing east right-of-way line of CR 260, **North 09°24'02" West 580.01 feet** to a 1/2-inch iron rod with "Forest RPLS 1847" cap found at the northwest corner of said Lot 62;

3) THENCE, along the north line of said Lot 62, the existing east right-of-way line of CR 260, and the south line of the remainder of that tract described as 107-1/2 acres (Tract 1, save & except 0.89 of one acre and 0.09 of one acre) conveyed to Larry Everett Foust and Maydale Foust by Warranty Deed with Vendor's Lien, as recorded in Volume 764, Page 801, Deed Records, Williamson County, Texas, **South 82°17'48" East 124.67 feet** to a 1/2-inch iron rod with "McGray McGray" cap set in the proposed east right-of-way line of CR 260, being at the northeast corner of said Lot 62, and the northwest corner of said Lot 61, and being 75.00 feet left of Engineer's Baseline Station 292+31.36, from which a 1/2-inch iron rod with "RJ Surveying" cap found at an angle point in the north line of said Lot 61, and the south line of the remainder of said 107-1/2 acre Foust tract, bears South 82°17'48" East 94.60 feet;

THENCE, along the proposed east right-of-way line of CR 260, the east line of said Lot 62, and the west line of said Lot 61, the following two (2) courses, numbered 4 and 5:

4) **South 08°32'44" East 444.91 feet** to a 1/2-inch iron rod with "McGray McGray" cap set, being 84.32 feet left of Engineer's Baseline Station 296+76.17, and

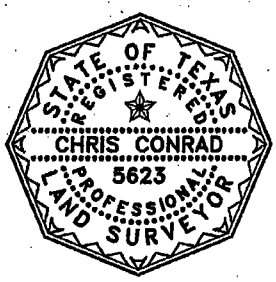
5) **South 06°54'57" East 100.64 feet** to the POINT OF BEGINNING and containing 1.485 acres (64,698 square feet) of land within these metes and bounds.

Bearing Basis Note

The bearings described herein are based on the Texas Coordinate System, South Central Zone (4204), NAD83 (2011) EPOCH 2010.00. The coordinates shown are surface coordinates.

SURVEYED BY:

McGRAY & McGRAY LAND SURVEYORS, INC.
3301 Hancock Dr., Ste. 6
Austin, TX 78731 (512) 451-8591
TBPELS Survey Firm# 10095500



08/13/2024

Chris Conrad, Reg. Professional Land Surveyor No. 5623 Date

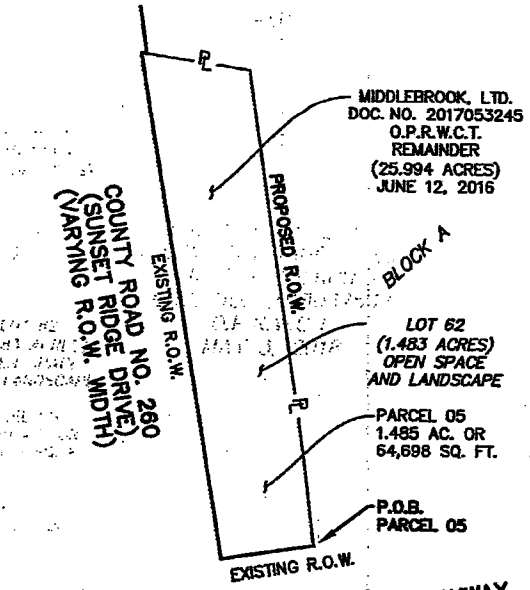
Note: There is a plat to accompany this description.
M:\LJA~23-086~Seward Junction Loop\Description\Parcel 05~1.485 Ac
Issued 08/13/2024

WCAD ID R569184

SURVEY TO ACCOMPANY DESCRIPTION OF 1.485 AC. OR 64,698 SQ. FT. OF LAND OUT OF THE NOAH SMITHWICK SURVEY, ABSTRACT NO. 590 WILLIAMSON COUNTY, TEXAS

LEGEND

●	1/2" IRON ROD CAP STAMPED "FOREST RPLS 1847" FOUND (UNLESS NOTED)
⊠	CHISEL MARK FOUND IN CONCRETE
◎	1/2" IRON ROD WITH CAP STAMPED "MCGRAY MCGRAY" SET
△	CALCULATED POINT
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS
VOL/PG	VOLUME/PAGE
CAB/SLD	CABINET/SLIDE
P.O.B.	POINT OF BEGINNING
℄	PROPERTY LINE
R.O.W.	RIGHT OF WAY
(.....)	RECORD INFORMATION
P.U.E.	PUBLIC UTILITY EASEMENT
N.T.S.	NOT TO SCALE
	DEED LINE (OWNERSHIP IN COMMON)



PROPERTY INSET
N.T.S.

WCAD ID R569184

REVISIONS	
-	-
-	-

AREA TABLE – ACRES (SQUARE FEET)		
SURVEYED	ACQUISITION	REMAINDER
1.485 AC. (64,698 SF.)	1.485 AC. (64,698 SF.)	000.000 AC. (000,000 SF.)

NOTES:
1. THIS PROJECT IS REFERENCED, FOR ALL BEARING AND COORDINATE BASIS, TO THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NORTH AMERICAN DATUM OF 1983 (2011) EPOCH 2010.00. COORDINATES SHOWN HEREON ARE SURFACE COORDINATES AND IN U.S. SURVEY FEET.

2. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT.

STATE OF TEXAS
REGISTERED
CHRIS CONRAD
5623
PROFESSIONAL
LAND SURVEYOR

08/13/2024

CHRIS CONRAD, REG. PROF. LAND SURVEYOR NO. 5623 DATE

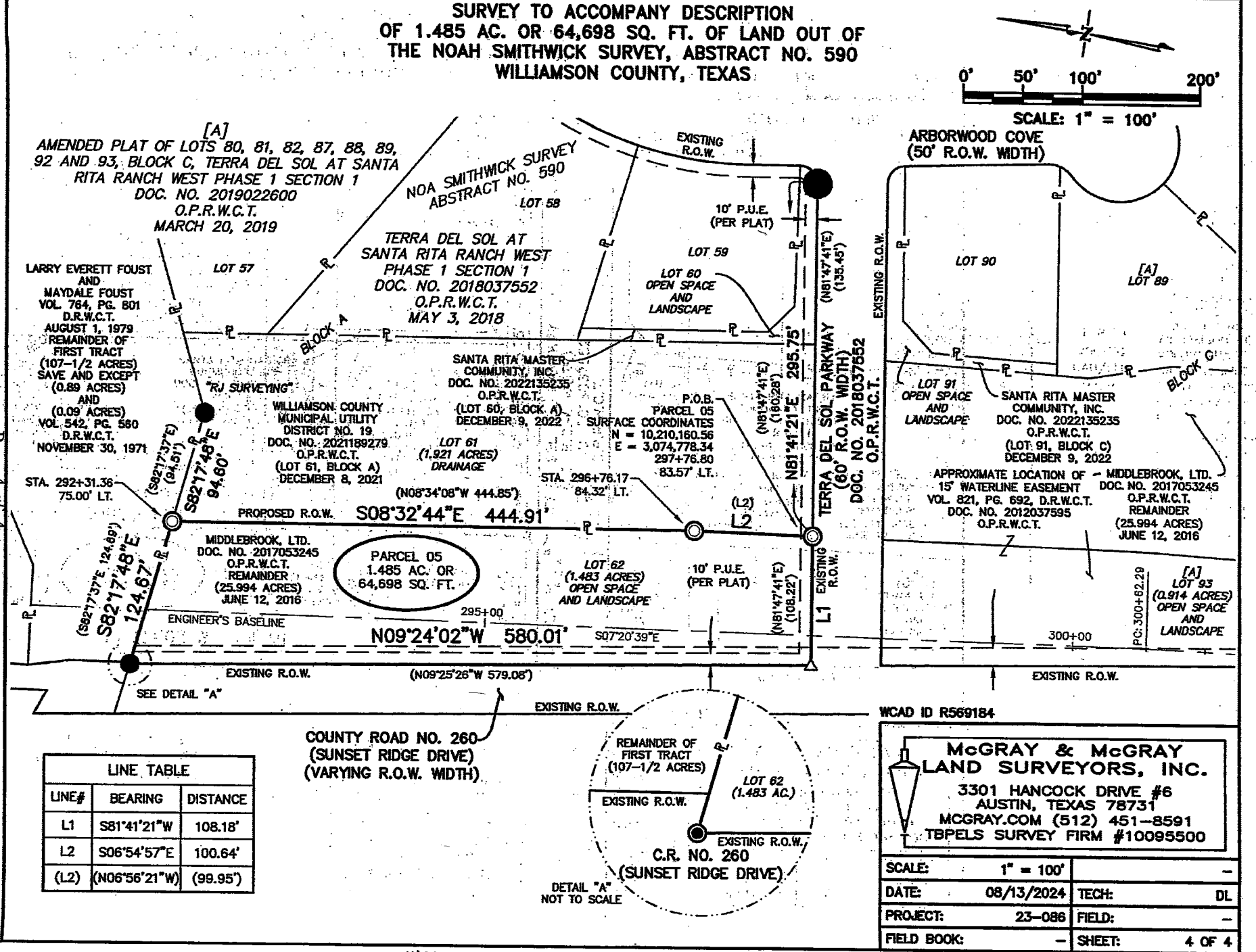
Note: There is a description to accompany this plat.

McGRAY & McGRAY
LAND SURVEYORS, INC.
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
MCGRAY.COM (512) 451-8591
TBPELS SURVEY FIRM #10095500

SCALE:	N.T.S.		-
DATE:	08/13/2024	TECH:	DL
PROJECT:	23-086	FIELD:	-
FIELD BOOK:	-	SHEET:	3 OF 4

M:\LJA~23-086~Seward Junction Loop\Dwg\Parcels\PROW~MIDDLEBROOK, LTD\PARCEL 05 – LOT 62, BLK A\PROW~MIDDLEBROOK – PARCEL 05.dwg

SURVEY TO ACCOMPANY DESCRIPTION OF 1.485 AC. OR 64,698 SQ. FT. OF LAND OUT OF THE NOAH SMITHWICK SURVEY, ABSTRACT NO. 590 WILLIAMSON COUNTY, TEXAS



LINE TABLE		
LINE#	BEARING	DISTANCE
L1	S81°41'21"W	108.18'
L2	S06°54'57"E	100.64'
(L2)	(N06°56'21"W)	(99.95')

WCAD ID R569184

McGRAY & McGRAY LAND SURVEYORS, INC.
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TBPELS SURVEY FIRM #10095500

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M:\LIA~23-086~Seward Junction Loop\Dwg\Parcels\PROW~MIDDLEBROOK, LTD\PARCEL 05 - LOT 62, BLK A\PROW~MIDDLEBROOK - PARCEL 05.dwg

Commissioners Court - Regular Session **68.**

Meeting Date: 07/01/2025

Ronald Reagan Segment C real estate contract

Submitted For: Charlie Crossfield **Submitted By:** Don Childs, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a real estate contract with Tex Mix Land, LLC. to acquire 0.4285 AC required as right of way on the Ronald Reagan Segment C project (Parcel 7). Funding Source: TANS P588

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	06/26/2025 03:17 PM
Form Started By: Don Childs		Started On: 06/26/2025 10:01 AM
Final Approval Date: 06/26/2025		

REAL ESTATE CONTRACT

Ronald Reagan Blvd. (Segment C) Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **TEX MIX LAND, LLC** (referred to in this Contract as "Seller", whether one or more) and **WILLIAMSON COUNTY, TEXAS** (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

> All of that certain 0.4285-acre (18,667 square foot) tract of land, out of and situated in the Theophilus W. Medcalf Survey, Abstract No. 412, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 7);**

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements and fixtures situated on and attached to the Property described herein not otherwise retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the fee simple portion of the Property described in Exhibit "A", any improvements located upon the Property, and any damage to or cost of cure for the remaining property of Seller, shall be the sum of NINETY-FOUR THOUSAND SIX HUNDRED SEVENTY-ONE and 00/100 Dollars ($94,671.00).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash or other readily available funds at the Closing.

Special Provisions

2.03. Construction Period Access. As an obligation which shall survive the Closing of this transaction, by execution of this Agreement Purchaser agrees that during construction of the proposed Ronald Reagan Boulevard roadway expansion project upon the Property that Seller's existing driveway access to its remaining property will be reasonably maintained for its current uses during its business hours unless otherwise agreed between Seller and Purchaser in advance.

ARTICLE III
PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the Closing.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

4.01. Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's knowledge:

(a) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Purchaser.

(b) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

4.02. The Property is being conveyed to Purchaser under threat of condemnation.

ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held at the office of Longhorn Title Company on or before July 31, 2025, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to the right of way Property described in Exhibit "A", free and clear of any and all monetary liens and restrictions, except for the following:

(a) General real estate taxes for the year of closing and subsequent years not yet due and payable.

(b) Any exceptions approved by Purchaser pursuant to Article III hereof; and

(c) Any exceptions approved by Purchaser in writing.

(2) The Deed shall be in the form as shown in Exhibit "B" attached hereto and incorporated herein.

(3) Provide reasonable assistance as requested, at no cost to Seller, to cause the Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the permanent interests being conveyed in the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

(a) The boundary and survey exceptions shall be deleted.

(b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

(c) The exception as to the lien for taxes shall be limited to the year of closing and shall be endorsed "Not Yet Due and Payable".

(4) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

(a) Pay the cash portion of the Purchase Price and Additional Compensation, if any.

Prorations

5.04. General real estate taxes for the current year relating to the portion of the Property conveyed in fee simple shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing but shall otherwise remain the obligation of Seller to satisfy. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, which directly result from this Contract and conveyance shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

(1) Owner's Title Policy and survey to be paid by Purchaser.

(2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.

(3) All other closing costs shall be paid by Purchaser.

(4) Attorney's fees paid by each respectively as incurred.

ARTICLE VI
BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII
BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made, then Seller shall receive the amount of $500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII
MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

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

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by the Williamson County commissioners' court, which date is indicated beneath the County Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

Contingent Possession and Use Agreement

8.12. Upon completion of (1) the full execution of this Contract by all parties, and (2) acknowledgment by the Title Company of delivery by Purchaser of the full Purchase Price to the Title Company, Purchaser, its agents and contractors shall be permitted at any time after July 31, 2025 to enter and possess the Property prior to Closing for the purpose of completing any and all necessary testing, utility relocation and construction activities associated with the proposed Seward Junction improvement construction project of Purchaser, and Seller agrees to make any gate access available to Purchaser, its contractors or utility facility owners as necessary to carry out the purposes of this paragraph. The parties further agree to continue to use diligence in assisting with any title curative measures or mortgage lien release required by the Contract to complete the Closing of the purchase transaction.

SELLER:

TEX MIX LAND, LLC

By: _____

Name: Eric Bailey

Title: CEO

Date: 6/26/25

Address: 1500 Arrow Point Ste 801

Cedar Park, TX 78613

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____

Steven Snell
County Judge

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

Date: _____

County: Williamson
Parcel: 7 – TEX MIX LAND, LLC
Highway: Ronald Reagan Boulevard

EXHIBIT A
PROPERTY DESCRIPTION

DESCRIPTION OF A 0.4285 OF ONE ACRE (18,667 SQUARE FEET) PARCEL OF LAND SITUATED IN THE THEOPHILUS W. MEDCALF SURVEY, ABSTRACT NO. 412, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 32.601 ACRE TRACT OF LAND DESCRIBED IN A SPECIAL WARRANTY DEED TO TEX MIX LAND, LLC, RECORDED IN DOCUMENT NO. 2025002399 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), SAID 0.4285 OF ONE ACRE (18,667 SQUARE FEET) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch rebar with cap stamped "RPLS 4046" found in the existing West Right-of-Way (ROW) line of Ronald Reagan Boulevard (Variable Width ROW) for the Southeast corner of said 32.601 acre tract and the common Northeast corner of a called 11.69 acre tract of land described in a Special Warranty Deed to LAMCON 22, recorded in Document No. 2022123283 of said O.P.R.W.C.T., (Grid Coordinates: N=10,233,109.75, E=3,077,997.08), 137.51 feet Left of Ronald Reagan Baseline Station 712+43.70;

1) **THENCE North 58°18'52" West** with the Southwest line of said 32.601 acre tract and the common Northeast line of said 11.69 acre tract, a distance of **24.85** feet to a 1/2-inch rebar with aluminum cap stamped "WILLIAMSON COUNTY" set in the proposed West Right-of-Way (ROW) line of said Ronald Reagan Boulevard, 162.27 feet Left of Ronald Reagan Baseline Station 712+41.64;

2) **THENCE** over and across said 32.601 acre tract with the proposed West ROW line of said Ronald Reagan Boulevard, along a curve to the **Right** having a radius of **8,140.00** feet, an arc length of **636.29** feet, a delta angle of **04°28'43"**, and a chord which bears **North 38°23'46" East** a distance of **636.13** feet to a 1/2-inch rebar with aluminum cap stamped "WILLIAMSON COUNTY" set in the Northeast line of said 32.601 acre tract and the common Southwest line of a called 22.00 acre tract of land described in a General Warranty Deed to Centex Materials, LLC, recorded in Document No. 2018095623 of said O.P.R.W.C.T., 167.30 feet Left of Ronald Reagan Baseline Station 718+64.52;

3) **THENCE South 25°22'41" East** with the Northeast line of said 32.601 acre tract and the common Southwest line of said 22.00 acre tract, a distance of **32.49** feet to a Calculated Point in the existing West ROW line of said Ronald Reagan Boulevard, 137.50 feet Left of Ronald Reagan Baseline Station 718+51.82, from which a 1/2-inch rebar found bears South 25°22'41" East a distance of 0.20 feet;

THENCE with the Southeast line of said 32.601 acre tract and the existing common West ROW line of said Ronald Reagan Boulevard, the following three (3) courses and distances:

4) Along a curve to the **Left** having a radius of **8,650.00** feet, an arc length of **593.55** feet, a delta angle of **03°55'54"**, and a chord which bears **South 38°25'58" West** a distance of **593.43** feet to a 1/2-inch rebar with cap stamped "RPLS 4046" found, 132.64 feet Left of Ronald Reagan Baseline Station 712+68.55;

County: Williamson
Parcel: 7 – TEX MIX LAND, LLC
Highway: Ronald Reagan Boulevard

5) **North 51°43'45" West** a distance of **4.92** feet to a 1/2-inch rebar with cap stamped "PBS&J" found, 137.56 feet Left of Ronald Reagan Baseline Station 712+68.68; and

6) Along a curve to the **Left** having a radius of **8,655.00** feet, an arc length of **25.43** feet, a delta angle of **00°10'06"**, and a chord which bears **South 36°30'50" West** a distance of **25.43** feet to the **POINT OF BEGINNING**, containing 0.4285 of one acre (18,667 Square Feet) of land more or less.

This property description is accompanied by a separate plat of even date.

This project is referenced for all bearing and coordinate basis to the Texas Coordinate System, North American Datum of 1983 (NAD83 – 2011 Adjustment), Central Zone (4203). All distances shown hereon are surface values represented in U.S. Survey Feet based on a grid-to-surface combined adjustment factor of 1.00012.

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

That I, Frank W. Funk, 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 was determined by a survey made on the ground under my direct supervision.

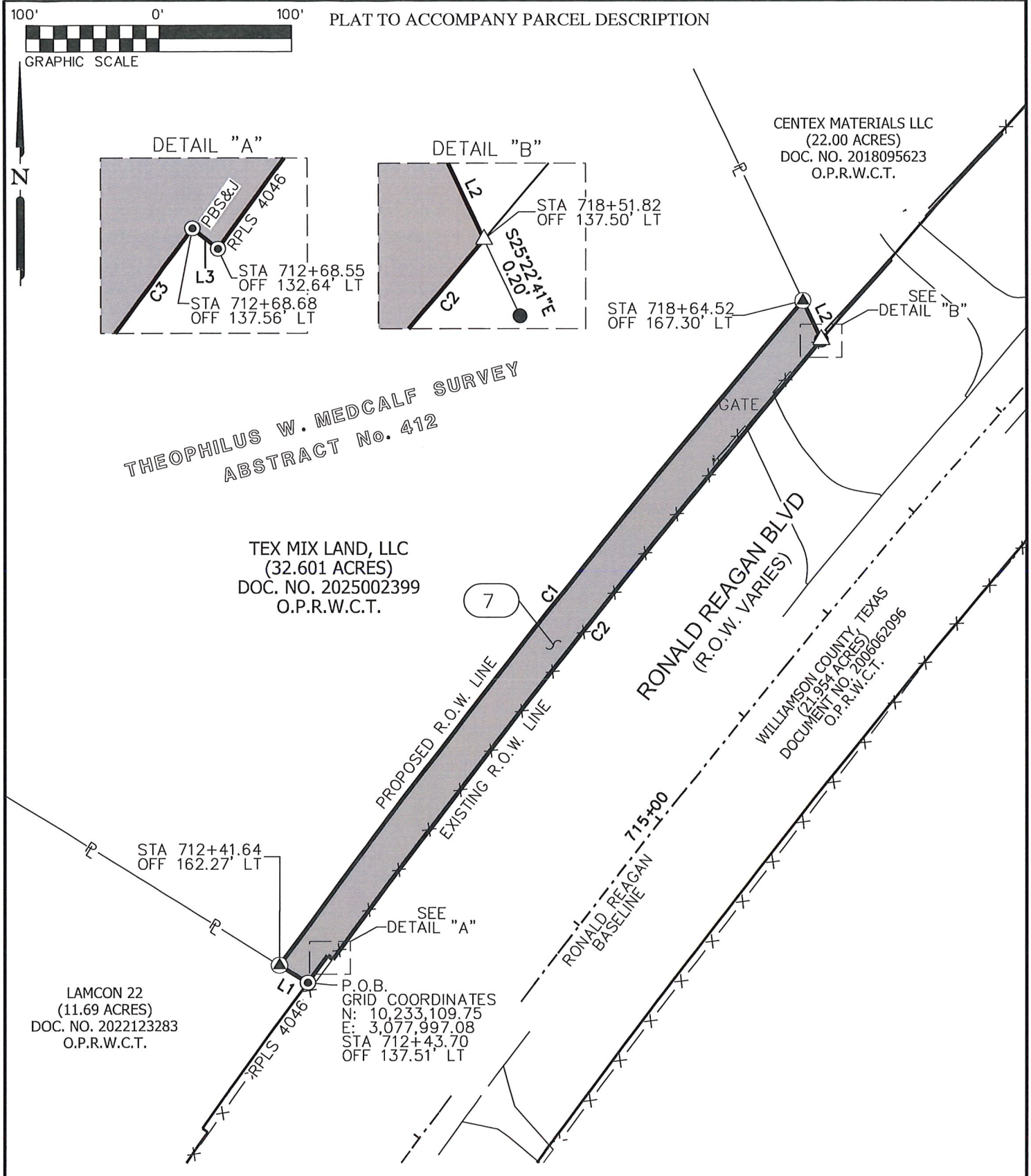
Frank W Funk 03/06/2025



Frank W. Funk
Registered Professional Land Surveyor
State of Texas No. 6803
Landesign Services, Inc.
FIRM 10001800
10090 W Highway 29
Liberty Hill, Texas 78642

EXHIBIT "A"

PLAT TO ACCOMPANY PARCEL DESCRIPTION



LSI LANDESIGN SERVICES, INC.
10090 W HIGHWAY 29 LIBERTY HILL, TX 78642
TBPELS FIRM NO. 10001800
512-238-7901

PARCEL PLAT SHOWING PROPERTY OF

TEX MIX LAND, LLC

SCALE	PROJECT	COUNTY
1" = 100'	RONALD REAGAN	WILLIAMSON

03/06/2025

PARCEL 07
0.4285 ACRES
18,667 Sq. Ft.

EXHIBIT "A"

PLAT TO ACCOMPANY PARCEL DESCRIPTION

CURVE DATA				
CURVE	Δ	RADIUS	LENGTH	CHORD
C1	04° 28'43"	8140.00'	636.29'	N38° 23'46"E 636.13'
C2	03° 55'54"	8650.00'	593.55'	S38° 25'58"W 593.43'
C3	00° 10'06"	8655.00'	25.43'	S36° 30'50"W 25.43'

LINE DATA		
LINE	BEARING	LENGTH
L1	N58° 18'52"W	24.85'
L2	S25° 22'41"E	32.49'
L3	N51° 43'45"W	4.92'

NOTES:

1. BEARINGS SHOWN HEREON ARE ORIENTED TO GRID NORTH. COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD83 2011 ADJUSTMENT), CENTRAL ZONE [FEDERAL INFORMATION PROCESSING STANDARD (FIPS) 4203].

2. DISTANCES AND AREAS SHOWN HEREON ARE PROJECT SURFACE VALUES EXPRESSED IN U.S. SURVEY FEET. THE PROJECT GRID-TO-SURFACE COMBINED SURFACE ADJUSTMENT FACTOR IS 1.00012.

3. A METES AND BOUNDS DESCRIPTION OF EVEN DATE ACCOMPANIES THIS PARCEL PLAT.

LEGEND

△	CALCULATED POINT
▲	1/2-INCH REBAR WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" SET (UNLESS OTHERWISE NOTED)
●	1/2-INCH REBAR FOUND (UNLESS OTHERWISE NOTED)
◉	1/2-INCH REBAR FOUND WITH CAP STAMPED FOREST RPLS 1847 (UNLESS OTHERWISE NOTED)
O.P.R.W.C.T	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT OF WAY
( )	RECORD INFORMATION
—℄—	PROPERTY LINE
- - - - -	SURVEY LINE

STATE OF TEXAS:
WILLIAMSON COUNTY:

THIS SURVEY PLAT WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION.

FRANK W. FUNK — DATE 03/06/2025
RPLS 6803

STATE OF TEXAS
REGISTERED
FRANK WILLIAM FUNK
6803
PROFESSIONAL
LAND SURVEYOR

CALLED
32.601 ACRES
1,420,100 Sq. Ft.

REMAINDER
32.17 ACRES
1,401,433 Sq. Ft.

LSI LANDESIGN SERVICES, INC.
10090 W HIGHWAY 29 LIBERTY HILL, TX 78642
TBPELS FIRM NO. 10001800
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EXHIBIT "A"

PLAT TO ACCOMPANY PARCEL DESCRIPTION

COMMITMENT FOR TITLE INSURANCE PROVIDED BY:

FIRST AMERICAN TITLE GUARANTY COMPANY
GF NO. T-179489
ISSUED: FEBRUARY 19, 2025
EFFECTIVE DATE: FEBRUARY 12, 2025

ONLY THOSE ITEMS LISTED IN SCHEDULE B OF THE ABOVE REFERENCED COMMITMENT FOR TITLE INSURANCE WERE REVIEWED FOR THE PURPOSE OF THE SURVEY. NO ADDITIONAL RESEARCH WAS PERFORMED BY THIS SURVEYOR. THERE MAY BE ADDITIONAL EASEMENTS, RESTRICTIONS, OR OTHER ENCUMBRANCES WHICH AFFECT THIS SURVEY THAT ARE NOT KNOWN TO THIS SURVEYOR.

ITEMS 10.4 THROUGH 10.12 ARE NOT A SURVEY MATTER.

10: 1. A WATER PIPELINES EASEMENT GRANTED TO CHISHOLM TRAIL, WSC AS DESCRIBED IN VOLUME 954, PAGE 549 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AS CONVEYED TO CHISHOLM TRAIL SPECIAL UTILITY DISTRICT IN VOLUME 2168, PAGE 44, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND AS ASSIGNED TO THE CITY OF GEORGETOWN, TEXAS IN DOCUMENT NO. 2014076202 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.
(MAY AFFECT- UNABLE TO LOCATE BASED ON THE DESCRIPTION IN INSTRUMENT)

2. AN ACCESS EASEMENT AS DESCRIBED IN VOLUME 1054, PAGE 733 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS.
(MAY AFFECT- UNABLE TO LOCATE BASED ON THE DESCRIPTION IN INSTRUMENT)

3. A UTILITY EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC. AS DESCRIBED IN DOCUMENT NO. 2017017310 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.
(MAY AFFECT- UNABLE TO LOCATE BASED ON THE DESCRIPTION IN INSTRUMENT)

13. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE, INCLUDING BUT NOT LIMITED TO FENCES NOT FOLLOWING THE PROPERTY BOUNDARIES, THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE SUBJECT PROPERTY.
(OWNER'S POLICY ONLY) (NOTED HEREON)

LSI LANDESIGN SERVICES, INC.
10090 W HIGHWAY 29 LIBERTY HILL, TX 78642
TBPELS FIRM NO. 10001800
512-238-7901

PARCEL PLAT SHOWING PROPERTY OF

TEX MIX LAND, LLC

SCALE	PROJECT	COUNTY
1" = 100'	RONALD REAGAN	WILLIAMSON

03/06/2025

PARCEL 07
0.4285 ACRES
18,667 Sq. Ft.

EXHIBIT "B"

Parcel 7

DEED

Ronald Reagan Blvd. (Segment C) 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 **TEX MIX LAND, LLC**, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto **WILLIAMSON COUNTY, TEXAS**, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows (the "Property"):

> All of that certain 0.4285-acre (18,667 square foot) tract of land, out of and situated in the Theophilus W. Medcalf Survey, Abstract No. 412, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 7);**

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 its successors or assigns, 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 Grantee's proposed roadway facilities and appurtenances.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2025.

[signature pages follow]

GRANTOR:

TEX MIX LAND, LLC

By:_____

Name:_____

Title:_____

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2025 by _____, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, P.L.L.C.
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: