NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONERS COURT
Commissioners Courtroom
710 S. Main Street, Georgetown
August 19, 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.

3. **Public Comment Period for Agenda Items.** The Commissioners Court will conduct a Public Comment Period to allow members of the public, who have properly submitted a Public Participation Form, to address the Commissioners Court regarding specific Agenda Items that are on the Commissioners Court's Agenda. During such Public Comment Period, speakers shall be limited to a maximum of three (3) minutes to make his or her remarks regarding an Agenda Item. Each member of the public who appears before the Commissioners Court to address the Commissioners Court regarding more than one (1) Agenda Item on the Commissioners Court's Agenda shall be limited to a cumulative maximum of five (5) minutes to make his or her remarks for all such Agenda Items. The maximum overall discussion time allowed for an Agenda Item, regardless of the number of members of the public wishing to address the Court on such Agenda Item, shall be limited to thirty (30) minutes. Speaking time, to the extent possible, will be evenly allocated among speakers should more than ten (10) speakers desire to speak on the same Agenda Item. In matters of exceptional interest, the Commissioners Court may, by majority vote, lengthen the maximum overall public discussion time allowed on a particular Agenda Item. The Presiding Officer of the Commissioners Court reserves the right to conduct public comment regarding an Agenda Item at the time in which the item is called for the Commissioners Court's consideration as opposed to including such public comments during this Public Comment Period.

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 4 – 43)

4. Discuss, consider and take appropriate action on a line item transfer for Justice of the Peace, Precinct #2.

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM	0100-0409-004998	Non-Departmental/Contingencies	$115,000
TO	0100-0452-004190	JP#2/Autopsies	$115,000

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0435.004168	UNLOCATED FATHER-CRT APPT ATTY	5,000.00
To	0100.0435.004163	NON-CUSTODIAL MOTHER-CRT APPT	5,000.00
From	0100.0435.004169	ALLEGED FATHER-CRT APPT ATTY	5,000.00
To	0100.0435.004121	EXPERT WITNESS	5,000.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0435.004161	CHILD-CRT APPT ATTY	5,000.00
To	0100.0435.004165	CUSTODIAL FATHER-CRT APPT ATTY	5,000.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0425-004134	Misdemeanor Court Appts	35,000.00
To	0100-0425-004120	Competency hearings	20,000
To	0100-0425-004141	Interpreters	5,000

To	0100-0425-004162	Custodial Mother/Crt Appts	5000
To	0100-0425-004166	Non Custodial Father/Crt Appt	5000

8. Discuss, consider, and take appropriate action on a line item transfer for Emergency Medical Services.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0540-005107	Medical Equipment >$5,000	$55,000
To	0100-0540-004541	Vehicle Repairs & Maintenance	$55,000

9. Discuss, consider, and take appropriate action on a line item transfer for Emergency Medical Services.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0540.005107	MEDICAL EQUIPMENT > $5,000	$10,000
To	0100.0540.003010	COMPUTER EQUIPMENT < $5,000	$10,000

10. Discuss, consider, and take appropriate action on a line item transfer for Emergency Medical Services.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0540.005107	MEDICAL EQUIPMENT > $5,000	$3,000
To	0100.0540.004543	REPAIRS TO EQUIPMENT	$3,000

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0541-004500	Maintenance Contracts	10,000.00
To	0100-0541-004541	Vehicle Maintenance and Repair	10,000.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0570.003003	Radio Equipment < $5k	$14,000.00
From	0100.0570.003008	LE Equipment < $5k	$26,000.00
To	0100.0570.003307	Pharmaceuticals	$40,000.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0545.0545.004419	Property Insurance	$9,000
To	0545.0545.003318	Janitorial Supplies	$9,000
From	0545.0545.003200	Medical Supplies	$2,000
To	0545.0545.004968	Animal Care	$2,000
From	0545.0545.004975	Medical Care	$3,000
To	0545.0545.004968	Animal Care	$3,000

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0509.003010	Computer Equipment < $5,000	$3,156.46
From	0100.0509.003900	Membership Dues	$1,209.25
From	0100.0509.003901	Publications/Books	$418.50
From	0100.0509.004621	Copier Rental	$804.72

To	0100.0509.003105	Paper Supplies	$3,242.60
To	0100.0509.003905	Bottle Water	$836.52
To	0100.0509.004500	Maintenance Contracts	$1,509.81

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0509.004509	Facility Enhancements	$100,000.00
To	0100.0509.004510	Facility Maint & Repair	$100,000.00

16. Discuss, consider and take appropriate action on changes to the FY2025 Employee Policy Manual.

17. Discuss, consider, and take appropriate action to approve Justice of the Peace Precinct 2 July 2025 Monthly Report in compliance with Code of Criminal Procedure 103.005.

18. Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 3, July 2025 Monthly Report in compliance with Code of Criminal Procedure § 103.005.

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

20. Discuss, consider, and take appropriate action on approving property tax collections for the month of July 2025 for the Williamson County Tax Assessor/Collector.

21. Discuss, consider and take appropriate action to correct the funding source provided in item number 39 of the Williamson County Commissioners Court Session on April 15, 2025, to provide that Funding Source: P640 Wilco Way Extension as the correct funding source for the Cobb Fendley Work Authorization No. 9 in the amount of $18,677.00 for Utility Coordination for Tracy Chambers Extension (now known as Wilco Way Extension).

22. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed responses for Williamson County Vendor Outreach for Digital Evidence Management Solution (DEMS) under RFI #25RFI80.

23. Discuss, consider, and take appropriate action on approving the Goods and Services Contract #2025337 with ShadePro, LLC for new Shade Structures, pursuant to BuyBoard Contract #679-22 at Southwest Williamson County Regional Park for Parks and Recreation in the amount of $48,100.00 and authorize execution of this agreement.

24. Discuss, consider, and take appropriate action on approving the purchase and service contract #2025311 with Sauder Manufacturing Company for Court Refurbishments, in the not-to-exceed amount of Forty-Seven Thousand Five Hundred Thirty-Eight Dollars and Forty Cents ($47,538.40), and exempting this purchase from competitive bidding requirements as per Texas Local Government Code Discretionary Exemption 262.024(a)(7)(D) captive replacement parts or components for equipment and authorizing execution of the contract.

25. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed responses for Elevator Refurbishments under RFP #25RFP77.

26. Discuss, consider, and take appropriate action on approving the Master Service Agreement, No. 2025330, between Williamson County and Barrier Fence, LLC for Fence Installation and Repair Services in the not-to-exceed amount of $19,500.00 and authorize execution of the agreement.

27. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed responses for Elevator Maintenance and Repair Services under RFP #25RFP78.

28. Discuss, consider, and take appropriate action to approve the Master Service Agreement No. 2025331 for Water Softener Maintenance and Services with Home Water Conditioning, LLC, for Facilities Management, in the not-to-exceed amount of Forty-Nine Thousand Five Hundred and No/100 Dollars ($49,500.00), and authorize the execution of the agreement.

29. Discuss, consider, and take appropriate action on approving the Goods and Services Contract #2025336 with Data Projections, Inc. for CJC New District Court AV System and Installation for Facilities Management in the not-to-exceed amount of Thirty-Seven Thousand Six Hundred Forty-Eight Dollars and Sixty-Four Cents ($37,648.64) through the cooperative purchasing Contract TIPS #230105 and authorize the execution of the agreement.

30. Discuss, consider, and take appropriate action on awarding RFSQ #24RFSQ53 to DBR Engineering Consultants, Inc. for the Inner Loop Annex Elections Vent Hood upgrades, in the amount of Forty-One Thousand Six Hundred Ninety-Five and No/100 Dollars ($41,695.00) and authorize execution of the agreement.

31. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed responses for Limestone Rock Asphalt for Road and Bridge, under IFB #25IFB79.

32. Discuss, consider, and take appropriate action on Supplement No. 1 to Work Authorization No. 2 to the Engineering Services contract executed January 9, 2024, between Williamson County and HNTB Corporation, relating to the Road and Bridge, Project Management, Design Management, and Construction Management. Project: On-Call Fund Source: The source of Williamson County funds will be from P640 Wilco Way Extension and the Road and Bridge Division Budget.

33. Discuss, consider, and take appropriate action on Work Authorization No. 4 Supplemental No. 5 to the Surveying Services contract executed May 19, 2020, between Williamson County and Walker Texas Surveyors, Inc. relating to the 2019 Road and Bridge Department. Funding source: P546

34. Discuss, consider and take appropriate action on Work Authorization No 1 in the amount of $172,092.00 to expire on September 30, 2027, under the Williamson County Contract for Engineering Services between Cobb, Fendley & Associates, Inc. and Williamson County dated July 22, 2025, for CR 201 City of Georgetown Water Line Relocation. Funding source: P499.

35. Discuss, consider and take appropriate action on approval of the preliminary plat for the Canady Tract subdivision – Precinct 2.

36. Discuss, consider and take appropriate action on approval of the preliminary plat for the Replat of Lots 20, 21, and 22 of Section 3 of the Lost River Ranches subdivision – Precinct 3.

37. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed responses for Qualifications for Engineering Services for SH 95 Planning for Road and Bridge Department, under RFSQ #25RFSQ81.

38. Discuss, consider, and take appropriate action to approve the Contract #2025335 between Mobile Communication America (MCA) and Williamson County for the Road and Bridge Department's purchase and installation of multi-sensor cameras to be installed in the heavy equipment parking area of the Central Maintenance Facility in the amount of $32,382.95 pursuant to DIR Cooperative Contract #DIR-CPO-4494, and authorizing the execution of the agreement.

39. Discuss, consider, and take appropriate action on Supplemental No. 1 to Work Authorization No. 2 to the Parmer Lane at SH 45 contract executed September 12, 2023, between Williamson County and Alfred Benesch & Company relating to the 2019 Road Bond Program. Project: P340 Fund Source: Road Bonds

40. Discuss, consider, and take appropriate action on Supplemental No. 1 to Work Authorization No. 3 to the Engineering Services contract executed September 17, 2024, between Williamson County and Kimley-Horn and Associates, Inc. relating to the 2019 Road Bond Program. Project: P392 Fund Source: Road Bonds

41. Discuss, consider, and take appropriate action on Work Authorization No. 2 to the Engineering Services contract executed September 11, 2024, between Williamson County and Rodriquez Engineering Laboratories LLC relating to the 2023 Road Bond Program. Project: P685 Fund Source: Road Bonds

42. Discuss, consider, and take appropriate action on Supplemental No. 2 to Work Authorization No. 1 to the Wyoming Springs Drive contract executed March 19, 2024, between Williamson County and K Friese & Associates, Inc. relating to the 2023 Road Bond Program. Project: P667 Fund Source: Road Bonds

43. Discuss, consider, and take appropriate action on Work Authorization No. 5 to the Surveying Services contract executed May 9, 2024, between Williamson County and McGray & McGray Land Surveyors, Inc. relating to the 2023 Road Bond Program. Project: P656 Fund Source: Road Bonds

REGULAR AGENDA

44. Discuss, consider and take appropriate action on canceling the previously called Budget Hearing on the proposed 2025/2026 Williamson County Budget that was set for Tuesday, August 26th, 2025 at 9:30 a.m. and re-setting the Budget Hearing on the proposed 2025/2026 Williamson County Budget to the new date of Wednesday, September 3rd, 2025 at 1:00 p.m. in the Commissioners Courtroom at 710 Main Street, 2nd Floor, Georgetown, Texas; and authorize and ratify all actions necessary for publishing the required notice regarding such Budget Hearing.

45. Discuss, consider, and take appropriate action on canceling the previously called Tax Rate Public Hearing that was set to be held on August 26, 2025, at 9:30 a.m. and re-setting the Tax Rate Public Hearing to the new date of Wednesday, September 3rd, 2025, at 1:00 p.m. in the Commissioners Courtroom at 710 Main Street, 2nd Floor, Georgetown, Texas.

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

47. Discuss, consider and take appropriate action on the appointment of Dr. Julie Lessiter to Place #1 on the Central Texas Spaceport Development Corporation Board of Directors for a two-year term beginning June 1, 2025, and ending on June 1, 2027.

48. Discuss, consider and take appropriate action on the appointment of Ed Trevis to Place #3 on the Central Texas Spaceport Development Corporation Board of Directors for a two-year term beginning June 1, 2025, and expiring on June 1, 2027.

49. Discuss, consider and take appropriate action on the appointment of Dave Porter to Place #5 on the Central Texas Spaceport Development Corporation Board of Directors for a one-year term beginning June 1, 2025, and ending on June 1, 2026.

50. Discuss, consider and take appropriate action on the appointment of Dr. Lori Magruder to Place #7 on the Central Texas Spaceport Development Corporation Board of Directors for a one-year term beginning June 1, 2025, and ending on June 1, 2026.

51. Discuss, consider and take appropriate action on the Agreement for the Williamson County Health Grant Program with Lone Star Circle of Care.

52. Discuss, consider, and take appropriate action on the processes and procedures for posting public notices required for meetings held by the Williamson County Commissioners Court following recent legislative changes to the Texas Open Meetings Act (HB 1522, 89th Regular Session of the Texas Legislature).

53. Discuss, consider, and take appropriate action to approve a 2019 Road Bond transfer to move funds between the projects in the attached memo.

54. Discuss, consider, and take appropriate action on approving a 2019 Road Bond budget allocation to increase P332 East Wilco Highway Segment 3 FM 3349 at US 79 Interchange budget by $22,000,0000.

55. Discuss, consider, and take appropriate action on approving a 2023 Tax Anticipation Note (TAN) budget transfer on the following items:

Move $8,900,000 from P624 (2023 TAN Non-Departmental) to P336 (Ronald Reagan Widening Pct 2).
Move $9,700,000 from P363 (Creek Meadow Cove to FM 2243,CR 175) to P336 (Ronald Reagan Widening Pct 2).
Move $1,380,000 from P459 (Corridor C) to P364 (CR 314 Safety Improvements & Widening).

56. Discuss, consider and take appropriate action on approving a 2024 Tax Anticipation Note (TAN) Budget Transfer to move $2,100,000 from P690 (2024 TAN Non-Departmental) to P336 (Ronald Reagan Widening Pct 2).

57. Discuss, consider and take appropriate action on and approve Juvenile Services to apply for a grant through Texas Parks and Wildlife to provide outdoor programs for youth(s).

58. Discuss, consider and take appropriate action on authorizing the extension of contract #21RFP4 for Aramark Correctional Services LLC, for Jail Inmate Food Services for the same pricing, terms and conditions as the existing contract for the second renewal option, beginning October 1, 2025, through September 30, 2026, for a cost of $1,210,000 and authorizing execution of the renewal.

59. Discuss, consider, and take appropriate action on approving an Interlocal Agreement between Williamson County and the Texas Division of Emergency Management (TDEM) for the purpose of providing a temporary site to stage, sort and dispose of debris in and near county waterways resulting from the flood that occurred on July 5, 2025.

60. Discuss, consider, and take appropriate action on approving the Contract for Goods #2025339 of i-Pro Body Worn Camera (BWC) device licenses/maintenance for Williamson County from GTS Technology Solutions, for a total of $215,565.97, pursuant to DIR Contract #DIR-CPO-4697. #DIR-CPO-5225 and Tips #230105.

61. Discuss, consider, and take appropriate action on approving the Master Service Agreement #2025326, between Williamson County and Vince Knight D/B/A Knight Restoration, in the not-to-exceed amount of Five-Hundred Thousand Dollars ($500,000.00), pursuant to TIPS Cooperative Contract #25010401, and authorize execution of the agreement.

62. Discuss, consider, and take appropriate action on authorizing the termination of the Service Contract for Custodial Services with McLemore Building Maintenance, Inc., effective on September 30, 2025, and that appropriate officials take necessary actions to provide notice of such termination of the contract.

63. Receive and acknowledge approval of Change Order No. 1 from Falkenberg Construction Co., Inc. for the CTTC Kitchen Remodel in the amount of $11,270.00, which was approved by Williamson County Facilities Management Senior Director, Dale Butler, pursuant to the Commissioners Court's prior delegation of change order approval authority pursuant to Loc. Gov't Code Sec. 262.031.

64. Receive and acknowledge approval of Change Order No. 2 from Falkenberg Construction Co., Inc. for the CTTC Kitchen Remodel in the amount of $2,500.00, which was approved by Williamson County Facilities Management Project Manager, Matt Weber, pursuant to the Commissioners Court's prior delegation of change order approval authority pursuant to Loc. Gov't Code Sec. 262.031.

65. Discuss, consider, and take appropriate action on awarding #25RFP53 Water Treatment Services for Facilities Management to the most responsive proposer, Water Engineering, Inc., and authorizing the execution of a Master Service Agreement in the not-to-exceed amount of One Hundred Fifty Thousand Dollars ($150,000.00).

66. Discuss, consider, and take appropriate action on awarding RFP # 25RFP52, Construction Manager at Risk (CMAR) for the WCRAS Building Addition to Bartlett Cocke General Contractors, LLC, in the amount of Fifteen Thousand, Five Hundred dollars ($15,500), and authorize execution of the agreement. Funding source is P719.

67. Receive the August 2025 Construction Summary Report and PowerPoint Presentation.

68. Discuss, consider and take appropriate action on approving a variance request to the Williamson County Subdivision Regulations from Jeff Marsh for Lot 16, Block C of the Spear's Ranch on Salado Creek Section 1 subdivision – Precinct 3.

69. This Change Order compensates the Contractor for installing a cable barrier and riprap mow strip along the center median of US 79 where TxDOT eliminated it from their Contract due to ongoing construction in the median. This work was requested by TxDOT and will be paid for by TxDOT. Multiple items will be added by this Change Order. Please see attached Change Order. This Change Order results in a net increase of $248,517.11 to the Contract amount, for an adjusted Contract total of $85,572,675.80. The original Contract amount was $81,941,038.13. As a result of this and all Change Orders to-date, $3,631,637.67 has been added to the Contract, resulting in an 4.43% 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.

70. Discuss, consider, and take appropriate action on the LONO Exhibit between Williamson County and Atmos Energy Corporation in relation to the Line P(2nd) (30" Steel Gas Pipeline) and Line P (South) (20" Steel Gas Pipeline).

71. Discuss, consider and take appropriate action on (2) Agreed Final Judgments with J.A. Davidson Holdings, L.P., Pamela G. Martin, Dennis L. Davidson, and James A. Davidson, Jr. (Parcel 11 parts 1-3) to acquire a total of 71.951 acres required for the construction of Corridor C.

72. Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn (0.3886 acres) required for the construction of Ronald Reagan Segment C. (CHKR, LLC./ Parcel 5).

73. Discuss, consider, and take appropriate action on the Williamson County Salary Grievance Committee's recommendation in relation to the salary of the Williamson County District Attorney.

74. Discuss, consider, and take appropriate action on the Williamson County Salary Grievance Committee's recommendation in relation to the salary of the Williamson County Constable Precinct No. 2.

75. Discuss, consider, and take appropriate action on the Williamson County Salary Grievance Committee's recommendation in relation to the salary of the Williamson County Constable Precinct No. 3.

76. Discuss, consider, and take appropriate action on the Williamson County Salary Grievance Committee's recommendation in relation to the salary of the Williamson County Constable Precinct No. 4.

77. FY26 Budget - Discuss, consider and take appropriate action on the Budget Officer's 2025-2026 recommended budget.

78. Discuss and consider Fiscal Year 2026 Revenue Projections to include tax rates.

79. Discuss, consider and take appropriate action on the 2025-2026 salary for the County Auditor in the amount of $212,894.96.

80. Discuss, consider and take appropriate action on approving the 2025-2026 proposed budget and direct the Budget Officer to file the proposed budget with the County Clerk and the County Auditor.

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)."

REGULAR AGENDA (continued)

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

82. Comments from Commissioners.

83. **Public Comment Period for County Matters that are not on the Agenda.** The Commissioners Court will conduct a Public Comment Period to allow members of the public, who have properly submitted a Public Participation Form, to address the Commissioners Court regarding matters pertaining to or affecting Williamson County, but that do not appear as an Agenda Item on the Commissioners Court's Agenda. During this Public Comment Period, speakers shall be limited to a maximum of two (2) minutes to make his or her remarks and the maximum overall discussion time allowed for this 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 this Public Comment Period. Please note that the members of the Court may not comment during the meeting about matters that are not on the Commissioners Court's 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 15th day of August 2025 at 3:30 pm and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Commissioners Court - Regular Session **4.**

Meeting Date: 08/19/2025

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 Justice of the Peace, Precinct #2.

Background

Numbeer of autopsies is up. Coupled with population increases and fee increases, this line is approximately $115K short for the remainder of the fiscal year.

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM	0100-0409-004998	Non-Departmental/Contingencies	$115,000
TO	0100-0452-004190	JP#2/Autopsies	$115,000

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	08/08/2025 09:57 AM
Form Started By: Ashlie Holladay		Started On: 08/08/2025 09:52 AM
Final Approval Date: 08/08/2025		

Commissioners Court - Regular Session **5.**

Meeting Date: 08/19/2025

COM/

Submitted For: August Alvarado **Submitted By:** August Alvarado, All District Courts

Department: All District Courts

Agenda Category: Consent

Information

Agenda Item

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

Background

This line item transfer is necessary to cover the remainder of the fiscal year.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0435.004168	UNLOCATED FATHER-CRT APPT ATTY	5,000.00
To	0100.0435.004163	NON-CUSTODIAL MOTHER-CRT APPT	5,000.00
From	0100.0435.004169	ALLEGED FATHER-CRT APPT ATTY	5,000.00
To	0100.0435.004121	EXPERT WITNESS	5,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	08/12/2025 03:58 PM
Budget Office	Saira Hernandez	08/14/2025 09:00 AM
County Judge Exec Asst.	Delia Colon	08/14/2025 09:28 AM
Budget Office	Saira Hernandez	08/14/2025 09:29 AM
Budget Office	Saira Hernandez	08/14/2025 09:29 AM

Form Started By: August Alvarado Started On: 08/12/2025 10:26 AM

Final Approval Date: 08/14/2025

Commissioners Court - Regular Session **6.**

Meeting Date: 08/19/2025

COM/

Submitted For: August Alvarado **Submitted By:** August Alvarado, All District Courts

Department: All District Courts

Agenda Category: Consent

Information

Agenda Item

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

Background

This line item transfer is necessary to cover the remainder of the fiscal year.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0435.004161	CHILD-CRT APPT ATTY	5,000.00
To	0100.0435.004165	CUSTODIAL FATHER-CRT APPT ATTY	5,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	08/14/2025 09:25 AM
Form Started By: August Alvarado		Started On: 08/13/2025 03:29 PM
Final Approval Date: 08/14/2025		

Commissioners Court - Regular Session **7.**

Meeting Date: 08/19/2025

Line Item Transfer for the County Courts at Law

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 a line item transfer for the County Courts at Law.

Background

The requested transfer is necessary to keep the line items sufficiently funded to cover incoming invoices for competency evaluations, interpreter services and CPS court appointments through the end of the fiscal year.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0425-004134	Misdemeanor Court Appts	35,000.00
To	0100-0425-004120	Competency hearings	20,000
To	0100-0425-004141	Interpreters	5,000
To	0100-0425-004162	Custodial Mother/Crt Appts	5000
To	0100-0425-004166	Non Custodial Father/Crt Appt	5000

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	08/08/2025 04:41 PM
Budget Office	Saira Hernandez	08/11/2025 07:46 AM
County Court 4 (Originator)	Sharrion Threadgill	08/12/2025 12:18 PM
County Judge Exec Asst.	Delia Colon	08/12/2025 03:56 PM
Budget Office	Saira Hernandez	08/14/2025 08:53 AM
Budget Office	Saira Hernandez	08/14/2025 09:01 AM
Form Started By: Sharrion Threadgill		Started On: 08/07/2025 11:52 AM
Final Approval Date: 08/14/2025		

Commissioners Court - Regular Session **8.**

Meeting Date: 08/19/2025

LIT to cover vehicle maintenance and repair costs for EMS

Submitted For: John Gonzales **Submitted By:** John Gonzales, EMS

Department: EMS

Agenda Category: Consent

Information

Agenda Item

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

Background

This LIT is to cover repair costs for ambulances. Due to older ambulances with high miles and a delay in receiving our new ambulances, there has been an increase in maintenance costs for our aging fleet.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0540-005107	Medical Equipment >$5,000	$55,000
To	0100-0540-004541	Vehicle Repairs & Maintenance	$55,000

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	08/14/2025 08:35 AM
Budget Office	Saira Hernandez	08/14/2025 09:00 AM
Form Started By: John Gonzales		Started On: 07/09/2025 07:48 AM
Final Approval Date: 08/14/2025		

Commissioners Court - Regular Session **9.**

Meeting Date: 08/19/2025

LIT for Panasonic Toughbook repairs

Submitted For: John Gonzales **Submitted By:** Theresia Carter, EMS

Department: EMS

Agenda Category: Consent

Information

Agenda Item

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

Background

This line item transfer is to cover repairs to damaged Panasonic Toughbooks used on ambulances responding to 911 calls.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0540.005107	MEDICAL EQUIPMENT > $5,000	$10,000
To	0100.0540.003010	COMPUTER EQUIPMENT < $5,000	$10,000

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	08/14/2025 11:03 AM
Budget Office	Saira Hernandez	08/14/2025 11:40 AM
Form Started By: Theresia Carter		Started On: 08/14/2025 10:23 AM
Final Approval Date: 08/14/2025		

Commissioners Court - Regular Session **10.**

Meeting Date: 08/19/2025

LIT for medical equipment repairs

Submitted For: John Gonzales **Submitted By:** Theresia Carter, EMS

Department: EMS

Agenda Category: Consent

Information

Agenda Item

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

Background

This line item transfer is to cover repairs to damaged Sapphire IV pumps used on ambulances responding to 911 calls.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0540.005107	MEDICAL EQUIPMENT > $5,000	$3,000
To	0100.0540.004543	REPAIRS TO EQUIPMENT	$3,000

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	08/14/2025 11:04 AM
Budget Office	Saira Hernandez	08/14/2025 11:40 AM
Form Started By: Theresia Carter		Started On: 08/14/2025 10:34 AM
Final Approval Date: 08/14/2025		

Commissioners Court - Regular Session **11.**

Meeting Date: 08/19/2025

Line Item Transfer for Office of Emerency Management

Submitted By: Damaris Morales, Emergency Services Dept.

Department: Emergency Services Dept.

Agenda Category: Consent

Information

Agenda Item

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

Background

Emergency Management, with current and upcoming maintenance and repairs needed to our aging fleet, needs to do a line item transfer. We are requesting a line item transfer in the amount of $10,000 from maintenance contracts 4500 to vehicle maintenance 4541. Currently, the account is -$450, and the pending repairs are as follows:

- Battery replacement $900
- Fuel injector replacement $2250
- One Tahoe is now inoperable with a check engine light (unknown $ amount possibly transmission related)
- Both Tahoes have washer fluid pump issue (unknown $ amount)

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0541-004500	Maintenance Contracts	10,000.00
To	0100-0541-004541	Vehicle Maintenance and Repair	10,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	08/14/2025 09:39 AM
Budget Office	Saira Hernandez	08/14/2025 09:50 AM
Form Started By: Damaris Morales		Started On: 08/13/2025 04:01 PM
Final Approval Date: 08/14/2025		

Commissioners Court - Regular Session **12.**

Meeting Date: 08/19/2025

Line item transfer for the County Sheriff, Corrections Bureau

Submitted For: Matthew Lindemann **Submitted By:** ABIGAIL TAYLOR, Sheriff

Department: Sheriff

Agenda Category: Consent

Information

Agenda Item

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

Background

This transfer is being requested to cover the current shortfall in Pharmaceuticals as the funds have been depleted, and we need additional funding to cover July's invoice.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0570.003003	Radio Equipment < $5k	$14,000.00
From	0100.0570.003008	LE Equipment < $5k	$26,000.00
To	0100.0570.003307	Pharmaceuticals	$40,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	08/14/2025 09:37 AM
Budget Office	Saira Hernandez	08/14/2025 12:02 PM
Form Started By: ABIGAIL TAYLOR		Started On: 08/13/2025 11:45 AM
Final Approval Date: 08/14/2025		

Commissioners Court - Regular Session **13.**

Meeting Date: 08/19/2025

Line Item Transfer for Animal Services

Submitted By: Misty Valenta, Animal Services

Department: Animal Services

Agenda Category: Consent

Information

Agenda Item

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

Background

The shelter needs to adjust our budget lines to meet the needs of the animals in our care. We propose to move $9,000 from 4419 Property Insurance to 3318 Janitorial. We propose to move $2,000 from 3200 Medical Supplies and $3,000 from 4975 Medical Care to give 4968 Animal Care $5,000 in additional funds. This would give the shelter $14,000 to remain out of a deficit and have sufficient supplies for the animals. We are requesting moving these funds in lieu of a budget amendment.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0545.0545.004419	Property Insurance	$9,000
To	0545.0545.003318	Janitorial Supplies	$9,000
From	0545.0545.003200	Medical Supplies	$2,000
To	0545.0545.004968	Animal Care	$2,000
From	0545.0545.004975	Medical Care	$3,000
To	0545.0545.004968	Animal Care	$3,000

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	08/14/2025 11:16 AM
Budget Office	Saira Hernandez	08/14/2025 11:41 AM
Form Started By: Misty Valenta		Started On: 08/14/2025 10:44 AM
Final Approval Date: 08/14/2025		

Commissioners Court - Regular Session **14.**

Meeting Date: 08/19/2025

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 Paper Supplies, Bottle Water and Maintenance Contracts. Paper usage has increased with Facilities now providing paper to the SO; Water consumption has increased with the rising temperatures and the number of outdoor work orders. Additional unbudgeted maintenance contracts are required for LCA Chiller treatments.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0509.003010	Computer Equipment < $5,000	$3,156.46
From	0100.0509.003900	Membership Dues	$1,209.25
From	0100.0509.003901	Publications/Books	$418.50
From	0100.0509.004621	Copier Rental	$804.72
To	0100.0509.003105	Paper Supplies	$3,242.60
To	0100.0509.003905	Bottle Water	$836.52
To	0100.0509.004500	Maintenance Contracts	$1,509.81

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	08/12/2025 08:54 AM
Budget Office	Saira Hernandez	08/12/2025 02:08 PM
Form Started By: Gina Wrehsnig		Started On: 08/12/2025 07:17 AM
Final Approval Date: 08/12/2025		

Commissioners Court - Regular Session **15.**

Meeting Date: 08/19/2025

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 Building Maintenance & Repairs. Additional funding is necessary due to insufficient initial budget allocation.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0509.004509	Facility Enhancements	$100,000.00
To	0100.0509.004510	Facility Maint & Repair	$100,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	08/14/2025 11:02 AM
Budget Office	Saira Hernandez	08/14/2025 11:40 AM
Form Started By: Gina Wrehsnig		Started On: 08/14/2025 10:02 AM
Final Approval Date: 08/14/2025		

Commissioners Court - Regular Session **16.**

Meeting Date: 08/19/2025

Employee Policy Manual

Submitted By: Kayla Marek, Human Resources

Department: Human Resources

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on changes to the FY2025 Employee Policy Manual.

Background

See attached redline version of policy manual change.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

EPM change

Form Review

Inbox	Reviewed By	Date
Human Resources (Originator)	Allen Frederick	08/14/2025 09:34 AM
County Judge Exec Asst.	Delia Colon	08/14/2025 11:08 AM
Form Started By: Kayla Marek		Started On: 08/14/2025 09:30 AM
Final Approval Date: 08/14/2025		

Compensation

Compensation Philosophy

Williamson County strives to be an employer of choice and demonstrates the honor and value we place on working in public service. Accordingly, the County's total compensation policy is to be competitive within the relevant, comparable labor markets by:

- Basing our B pay chart positions' minimum salaries on the market median
- Basing our L and C pay chart minimum salaries on the market median ~~plus 2%~~
- Recognizing outstanding performance and organizational contributions through the use of the merit pay policy
- Maintaining the public trust in the County's financial stewardship
- Ensuring accountability for compliance with all Federal, State, and local laws, as well as County policies

Salary Study

It is the intention of the Commissioners Court that a comprehensive salary study be conducted for every position classification at least once every three fiscal years. Some positions may be reviewed externally or more often based on factors including high turnover, recruitment difficulty or market demand.

**Changes will not be made outside of the salary study process unless the position fits the reclassification/conversion criteria or there is a change in senior leadership.*

Participant	Role and Responsibility	Policy/Process
Commissioners Court	• The Commissioners Court shall set the amount of compensation, office and travel expenses, and all other allowances for County and precinct offices and employees who are paid wholly from the County funds.	• Sec. 152.011, Texas Local Government Code
Human Resources	• Maintains all official job descriptions. • Works closely with departments/offices to clearly understand structure & how each position fits within the organization. • Identifies positions to be reviewed during the current salary study. • Gathers & analyzes market data. • Provides recommendations to the Commissioners Court.	• The position classifications that have been identified for the study will be presented to Commissioners Court. • An initial presentation & other meetings, as necessary, will occur between HR & participating departments/offices throughout the salary study. • Job descriptions & job analysis tools will be reviewed and/or updated prior to data collection. Job Analysis Tools will only be required for conversions/reclasses. Minor updates may be made to existing job descriptions. • Requests will be sent to the identified market entities (see Market below). • Data received will be analyzed & compiled. • Pre-recommendation meetings will occur between HR & department/offices. • Recommendations will be presented to Commissioners Court. • Departments/offices that wish to address Commissioners Court would place an item on the agenda through the normal process. • Job descriptions will be finalized. • All changes will be effective in the new fiscal year following Commissioners Court approval.
Departments / Offices	• Each department/office will select a designated point of contact. • Works closely with HR to ensure that the organization structure and positions are fully understood.	• Attends meetings throughout the process. • Completes job analysis tools as needed.
Market (Based on population, entity structure and/or geographic location)	• Provides substantiated market data for the identified positions.	Counties used for the study will be: Bell, Brazoria, Hays, Montgomery, Fort Bend, Denton, Collin & Travis Cities used for the study will be: Cedar Park, Georgetown & Round Rock

		For L Chart only: Cities used will be: Georgetown, Cedar Park, Round Rock, Leander, and Hutto. For C Chart only: Counties used will be: Hays, Travis, and Burnet. *This list may be amended as needed based on unique attributes of some position classifications

Commissioners Court - Regular Session **17.**

Meeting Date: 08/19/2025

July Monthly Report

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

Department: J.P. Pct. #2

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action to approve Justice of the Peace Precinct 2 July 2025 Monthly Report in compliance with Code of Criminal Procedure 103.005.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

July 2025 Report

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	08/08/2025 09:15 AM
Form Started By: Melissa East		Started On: 08/07/2025 04:10 PM
Final Approval Date: 08/08/2025		

Affidavit

IN COMPLIANCE WITH ARTICLE 103
CODE OF CRIMINAL PROCEDURE

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

Before me, the undersigned authority, on this day personally appeared Angela Williams, Justice of the Peace, Precinct 2, Williamson County, who on her oath, stated that the attached report of monies collected is a true and correct report for the month of JULY 2025.

ANGELA WILLIAMS
JUSTICE OF THE PEACE
WILLIAMSON COUNTY PRECINCT 2

On this 7th day of August 2025, to certify which witness my hand and seal of office.

Notary Public
in and for the State of Texas

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

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Deposit Date: **07/01/2025 - 07/31/2025** Case Categories: **Criminal; Civil**
Locations: **JP2**

G/L Account	G/L Account Number	Fee Totals
0100 - General Fund		
01-0100-0000-207017 - Collections Agency Fee	L-004-2-01-0100-0000-207017: 01-0100-0000-207017 - Collections Agency Fee	1,329.59
01-0100-0000-207034 - JP2 Cash Bonds	L-004-2-01-0100-0000-207034: 01-0100-0000-207034 - JP2 Cash Bonds	2,600.00
01-0100-0000-341200 - Sheriff Fees (WILCO)	L-004-2-01-0100-0000-341200: 01-0100-0000-341200 - Sheriff Fees (WILCO)	105.00
01-0100-0000-341802 - FEES OF OFFICE, JP PCT-2	L-004-2-01-0100-0000-341802: 01-0100-0000-341802 - FEES OF OFFICE, JP PCT #2	12,986.67
01-0100-0000-341902 - CIVIL FEES/OFFICE, CONST 2	L-004-2-01-0100-0000-341902: 01-0100-0000-341902 - Fees of Office, Const. PCT #2	11,760.00
01-0100-0000-341912 - CRIMINAL FEES/OFFICE, CONST 2	L-004-2-01-0100-0000-341912: 01-0100-0000-341912 - Fees of Office, Crim. Const PCT #2	648.53
01-0100-0000-341914 - CRIMINAL FEES/OFFICE, CONST 4	L-004-2-01-0100-0000-341914: 01-0100-0000-341914 - Fees of Office, Crim. Const PCT #4	359.78
01-0100-0000-342860 -Time Payment Fee County 2.50	L-004-2-01-0100-0000-342860: 01-0100-0000-342860 - Time Payment Fee County 2.50	331.03
01-0100-0000-351302 - FINES, JP PCT-2	L-004-2-01-0100-0000-351302: 01-0100-0000-351302 - FINES, JP PCT #2	21,895.20
01-0100-0000-365103 Language Access Fund	L-004-2-01-0100-0000-365103: Language Access Fund	1,074.00
01-0100-0000-370500 - Miscellaneous Revenue	L-004-2-01-0100-0000-370500: 01-0100-0000-370500 - Miscellaneous Revenue	6.00
99-9999-9999-000003 - LOCAL Consolidated CC-Misd C	L-004-2-99-9999-9999-000003: 99-9999-9999-000003 - LOCAL Consolidated CC - Misd C	3,199.61
	0100 - General Fund Total:	**56,295.41**
0361 - JP Security Fund		
01-0361-0000-341152 - JP 2 SECURITY FEES	L-004-2-01-0361-0000-341152: 01-0361-0000-341152 - JP 2 SECURITY FEES	12.00
	0361 - JP Security Fund Total:	**12.00**
0368 - JP-2 Truancy Program Fund		
01-0368-0000-342190 - Youth Diversion Program (HB 3186)	L-004-2-01-0368-0000-342190: 01-0368-0000-342190 - Youth Diversion Program (HB 3186)	300.00
01-0368-0000-370000 - JP-2 Truancy Program Fees	L-004-2-01-0368-0000-370000: 01-0368-0000-370000 - JP-2 Truancy Program Fee	10.00
	0368 - JP-2 Truancy Program Fund Total:	**310.00**
0370 - Alternate Dispute Resolution Fund		
01-0370-0000-341170 - Alternate Dispute Resolution Fees	L-004-2-01-0370-0000-341170: 01-0370-0000-341170 - Alternate Dispute Resolution Fees	1,790.00
	0370 - Alternate Dispute Resolution Fund Total:	**1,790.00**
0372 - Justice Court Technology Fund		
01-0372-0000-341142 - JP 2 TECHNOLOGY FEES	L-004-2-01-0372-0000-341142: 01-0372-0000-341142 - JP #2 TECHNOLOGY FEES	12.00
	0372 - Justice Court Technology Fund Total:	**12.00**

Payment Report - G/L and Fund Summary

Deposit Date: **07/01/2025 - 07/31/2025** Case Categories: **Criminal; Civil**
Locations: **JP2**

G/L Account	G/L Account Number	Fee Totals
0399 - State Agency Fund		
01-0399-0000-208032 - JP 2 Truancy Prev/Diversion - State	L-004-2-01-0399-0000-208032: 01-0399-0000-208032 - JP 2 Truancy Prev/Diversion - State	2.00
01-0399-0000-208160 - CCC FEES DUE TO STATE COMP	L-004-2-01-0399-0000-208160: 01-0399-0000-208160 - Consolidated Court Costs	120.00
01-0399-0000-208165 - CCC 01.2020 Fee's Due to State	L-004-2-01-0399-0000-208165: 01-0399-0000-208165 - State Con Court Cost LGC 133.102(a)(3)	14,169.69
01-0399-0000-208181 - State Consolidated Fee	L-004-0399-0000-208181: State Consolidated Fee	609.00
01-0399-0000-208235 - JURY SERVICE FEES DUE TO STATE	L-004-2-01-0399-0000-208235: 01-0399-0000-208235 - Jury Service Fee	12.00
01-0399-0000-208352 - CRIMINAL JUDICIAL SUPPORT DUE	L-004-2-01-0399-0000-208352: 01-0399-0000-208352 - Support of the Judiciary Fund	18.00
01-0399-0000-208400 - DPS ARREST FEES DUE TO STATE	L-004-2-01-0399-0000-208400: 01-0399-0000-208400 - Texas Highway Patrol Arrest Fees	664.34
01-0399-0000-208415 - MOVING VIOLATION FEE DUE TO ST	L-004-2-01-0399-0000-208415: 01-0399-0000-208415 - Moving Violation Fee Due to State	0.20
01-0399-0000-208425 - ST TRAFFIC FEES DUE TO STATE	L-004-2-01-0399-0000-208425: 01-0399-0000-208425 - State Traffic Fee	60.00
01-0399-0000-208426 - State Traffic Fine Due to State 2020	L-004-2-01-0399-0000-208426: 01-0399-0000-208426 - State Traffic Fine Due To State	5,452.20
01-0399-0000-208703 - INDIGENT DEF FEES - DUE TO ST	L-004-2-01-0399-0000-208703: 01-0399-0000-208703 - Indigent Defense Fee	6.00
01-0399-0000-208860 - TIME PYMT FEES DUE TO STATE	L-004-2-01-0399-0000-208860: 01-0399-0000-208860 - Time Payment	25.00
	0399 - State Agency Fund Total:	**21,138.43**
JP BOND		
01-0100-0000-207034 - JP2 Bond Liability Account	L-004-2-02-00002: JP2 Registry Bond Account Liability	(131.00)
	JP BOND Total:	**(131.00)**
	Fee Totals for All Funds:	**79,426.84**

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Deposit Date: 07/01/2025 - 07/31/2025 Case Categories: Criminal; Civil
Locations: JP2

Fee Code Summary									
Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
2020AFAPD	Arrest Fee - Austin PD 102.011(a)(1), 102.011(e)	0.00	0	5.00	1	0.00	0	5.00	1
2020AFC2	Arrest Fee - Constable 2 CCP 102.011(a)(1), 102.011(e)	1.67	1	0.00	0	0.00	0	1.67	1
2020AFC4	Arrest Fee - Constable 4 CCP 102.011(a)(1), 102.011(e)	209.78	44	0.00	0	0.00	0	209.78	44
2020AFDPS	Arrest Fee - DPS CCP 102.011.(a)(1), 102.011(e)	509.34	106	0.00	0	0.00	0	509.34	106
2020AFRRIS	Arrest Fee - Round Rock ISD PD	5.00	1	0.00	0	0.00	0	5.00	1
2020AFSO	Arrest Fee - Sheriff's Office 102.011(a)(1), 102.011(e)	387.95	81	5.00	1	0.00	0	392.95	82
2020AHLHIS	Arrest Fee - Liberty Hill ISD CCP 102.011(a)(1), 102.011(e)	5.00	1	0.00	0	0.00	0	5.00	1
2020CCC	State Cons Court Cost LGC 133.102(a)(3)	14,045.69	238	124.00	2	0.00	0	14,169.69	240
2020CDF	Compliance Dismissal Fine	370.00	37	0.00	0	0.00	0	370.00	37
2020DSCM	Driving Safety Course Mandatory CCP 45. 0511(f)(1)	333.45	37	0.00	0	0.00	0	333.45	37
2020LCCC-C	LOCAL Consolidated Court Cost LGC 134.103(a)	3,171.61	238	28.00	2	0.00	0	3,199.61	240
2020LTF	Local Traffic Fine (TC 542.403)	327.12	114	0.00	0	0.00	0	327.12	114
2020POEPAW	State Warrant Fee -DPS CCP102. 011(a)(2),102.011(e)	150.00	3	0.00	0	0.00	0	150.00	3
2020STF	State Traffic Fine (TC 542.4031)	5,452.20	114	0.00	0	0.00	0	5,452.20	114
2020TPF	Time Payment Fee CCP 102.030	331.03	31	0.00	0	0.00	0	331.03	31
2020WFC2	Warrant Fee - Const Pct 2 CCP 102.011(a)(2), 102.011(e)	496.86	13	50.00	1	0.00	0	546.86	14
2020WFC4	Warrant Fee - Const Pct 4 CCP 102.011(a)(2), 102.011(e)	150.00	3	0.00	0	0.00	0	150.00	3
2020WFWCSO	Warrant Fee Sheriff's Office CCP 102.011(a)(2). 102.011(e)	100.00	2	0.00	0	0.00	0	100.00	2
AB	Abstract	20.00	4	0.00	0	0.00	0	20.00	4
AFDPS	Arrest Fee - DPS (CCP 102.011)	5.00	1	0.00	0	0.00	0	5.00	1
AFSO	Arrest Fee - Sheriff's Office (CCP 102.011)	5.00	1	0.00	0	0.00	0	5.00	1
CB	Cash Bond	500.00	1	0.00	0	(631.00)	2	(131.00)	3
CCB	Civil Cash Bond	2,600.00	1	0.00	0	0.00	0	2,600.00	1
CCC	Consolidated Court Costs [Loc. Gov't Code, 133.102]	120.00	3	0.00	0	0.00	0	120.00	3
CCOP	Civil Copies	28.25	15	0.00	0	0.00	0	28.25	15
CERT	Certified Copy	4.00	2	0.00	0	0.00	0	4.00	2

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Deposit Date: 07/01/2025 - 07/31/2025 Case Categories: Criminal; Civil
Locations: JP2

Fee Code Summary									
Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
CFINE	County Fine	21,276.20	177	369.00	1	0.00	0	21,645.20	178
CHS	Courthouse Security Fee (CCP 102.017)	9.00	3	0.00	0	0.00	0	9.00	3
CHSJC	JP Security Fee (CCP 102.017)	3.00	3	0.00	0	0.00	0	3.00	3
CJS	Criminal Judicial Support Fee (LGC 103.105)	6.00	1	0.00	0	0.00	0	6.00	1
COLLFEE	Collection Agency Fee	1,329.59	19	0.00	0	0.00	0	1,329.59	19
CONT2	Constable Service Fee Pct #2	8,800.00	91	0.00	0	(240.00)	2	8,560.00	93
COPIES	Copies	157.00	4	0.00	0	0.00	0	157.00	4
CSFF	Child Safety Fee (CCP 102.014(d))	29.00	2	0.00	0	0.00	0	29.00	2
DDF	Deferred Disposition Fee	2,143.00	29	50.00	1	0.00	0	2,193.00	30
DSC	Driver's Safety Course Fee (CCP 45.0511(f1))	9.90	1	0.00	0	0.00	0	9.90	1
IDF	Indigent Defense Fee (LGC 133.107)	6.00	3	0.00	0	0.00	0	6.00	3
JCTF	Justice Court Technology Fee (CCP 102.0173)	12.00	3	0.00	0	0.00	0	12.00	3
JFR	Jury Reimbursement Fee (CCP 102.0045)	12.00	3	0.00	0	0.00	0	12.00	3
JTP	Juvenile Truancy Program (CCP 102.0174)	10.00	2	0.00	0	0.00	0	10.00	2
JTPDC	Juvenile Truancy Prev/Diversion Due to County (CCP 102.015)	1.00	1	0.00	0	0.00	0	1.00	1
JTPDS	Juvenile Truancy Prev/Diversion Due to State (CCP 102.015)	1.00	1	0.00	0	0.00	0	1.00	1
JURY	Jury Fee	66.00	3	0.00	0	0.00	0	66.00	3
JUSFC	Judicial Support Fund - County (LGC 133.105)	1.20	2	0.00	0	0.00	0	1.20	2
JUSFS	Judicial Support Fund - State (LGC 133.105)	10.80	2	0.00	0	0.00	0	10.80	2
LT10	Overpayments < $10	6.00	2	0.00	0	0.00	0	6.00	2
MVF	Moving Violation Fee (CCP 102.022)	0.20	2	0.00	0	0.00	0	0.20	2
SB41CDRF	County Dispute Resolution fund - LGC 135.157	1,800.00	362	0.00	0	(10.00)	2	1,790.00	364
SB41JCSF	Justice Court Support Fund	9,000.00	362	0.00	0	(50.00)	2	8,950.00	364
SB41LAF	Language Access Fund - LGC 135.155	1,080.00	362	0.00	0	(6.00)	2	1,074.00	364
SB41SCF	State Consolidated Fee	609.00	30	0.00	0	0.00	0	609.00	30
STF	State Traffic Fee (TC 542.4031)	60.00	2	0.00	0	0.00	0	60.00	2
TCCF	Truant Conduct Contempt Fine - Child	250.00	7	0.00	0	0.00	0	250.00	7
TPC	Time Payment Fee - County	12.50	1	0.00	0	0.00	0	12.50	1
TPS	Time Payment Fee - State	12.50	1	0.00	0	0.00	0	12.50	1
UFA	Uniform Traffic Act (TC 542.403)	6.00	2	0.00	0	0.00	0	6.00	2
WARC2	Warrant Fee - Constable Pct. 2	100.00	2	0.00	0	0.00	0	100.00	2

Payment Report - Fee Code Summary

Deposit Date: 07/01/2025 - 07/31/2025 Case Categories: Criminal; Civil
Locations: JP2

Fee Code Summary									
Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
WGAR	Writ of Garnishment	5.00	1	0.00	0	0.00	0	5.00	1
WPOSS	Writ of Possession	80.00	17	0.00	0	0.00	0	80.00	17
WSF2	Constable #2 - Writ Service Fee	3,200.00	17	0.00	0	0.00	0	3,200.00	17
YDP	Youth Diversion Administrative Fee ($50)	300.00	6	0.00	0	0.00	0	300.00	6
Fee Code Summary Totals		Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
		79,732.84	2,618	631.00	9	(937.00)	10	79,426.84	2,637

Commissioners Court - Regular Session **18.**

Meeting Date: 08/19/2025

Justice of the Peace 3 JULY 2025 Monthly Report

Submitted For: Evelyn McLean **Submitted By:** Mary Alcala, J.P. Pct. #3

Department: J.P. Pct. #3

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 3, July 2025 Monthly Report in compliance with Code of Criminal Procedure § 103.005.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CCP 103 - July 2025

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	08/12/2025 03:59 PM
Form Started By: Mary Alcala		Started On: 08/12/2025 02:15 PM
Final Approval Date: 08/12/2025		

IN COMPLIANCE WITH ARTICLE 103
CODE OF CRIMINAL PROCEDURE

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

Before me, the undersigned authority, on this day personally appeared Evelyn McLean, Justice of the Peace, Precinct 3, Williamson County, who, on her oath, stated that the attached report of money collected is a true and correct report for the month of July 2025.

JUSTICE OF THE PEACE PCT. 3 WILLIAMSON COUNTY, TEXAS

EVELYN McLEAN
JUSTICE OF THE PEACE
PRECINCT THREE

On this 12th day of August 2025, to certify which witness my hand and seal of office.

NOTARY PUBLIC
in and for the State of Texas

NOTARY PUBLIC STATE OF TEXAS
MARY ALCALA
Notary Public, State of Texas
Comm. Expires 04-21-2029
Notary ID 133030414

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: **07/01/2025 - 07/31/2025** Case Categories: **Civil**
Locations: **JP3**

Payment Type: **Cash Bond Deposit; E-Filing Payment; ...**

G/L Account	G/L Account Number	Fee Totals
0100 - General Fund		
01-0100-0000-341803 - FEES OF OFFICE, JP PCT-3	L-004-3-01-0100-0000-341803: 01-0100-0000-341803 - FEES OF OFFICE, JP PCT #3	196.50
01-0100-0000-341903 - CIVIL FEES/OFFICE, CONST 3	L-004-3-01-0100-0000-341903: 01-0100-0000-341903 - Fees of Office, Const. PCT #3	12,160.00
	0100 - General Fund Total:	**12,356.50**
	Fee Totals for All Funds:	**12,356.50**

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: **07/01/2025 - 07/31/2025** Case Categories: **Civil**
Locations: **JP3**

Payment Type: **Cash Bond Deposit; E-Filing Payment; ...**

Fee Code Summary									
Code Word	**Description**	**Gross**		**Positive Adjustments**		**Negative Adjustments**		**Net**	
		Amount	**Number**	**Amount**	**Number**	**Amount**	**Number**	**Amount**	**Number**
AB	Abstract	5.00	1	0.00	0	0.00	0	5.00	1
CCOP	Civil Copies	92.75	32	0.00	0	0.00	0	92.75	32
CERT	Certified Copy	28.75	5	0.00	0	0.00	0	28.75	5
CONT3	Constable Service Fee Pct #3	9,200.00	92	0.00	0	0.00	0	9,200.00	92
SUB3	Subpoena Pct# 3	160.00	1	0.00	0	0.00	0	160.00	1
WEXEC	Writ of Execution	5.00	1	0.00	0	0.00	0	5.00	1
WPOSS	Writ of Possession	65.00	13	0.00	0	0.00	0	65.00	13
WSF3	Constable #3 - Writ Service Fee	2,800.00	14	0.00	0	0.00	0	2,800.00	14
Fee Code Summary Totals		**Gross**		**Positive Adjustments**		**Negative Adjustments**		**Net**	
		Amount	**Number**	**Amount**	**Number**	**Amount**	**Number**	**Amount**	**Number**
		12,356.50	159	0.00	0	0.00	0	12,356.50	159

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: **07/01/2025 - 07/31/2025** Case Categories: **Criminal**
Locations: **JP3**

Payment Type: **Cash Bond Deposit; E-Filing Payment; ...**

G/L Account	G/L Account Number	Fee Totals
0100 - General Fund		
01-0100-0000-207013 - Due to City of Jarrell	L-004-3-01-0100-0000-207013: 01-0100-0000-207013 - Due to City of Jarrell	5.00
01-0100-0000-207017 - Collections Agency Fee	L-004-3-01-0100-0000-207017: 01-0100-0000-207017 - Collections Agency Fee	8,770.55
01-0100-0000-209600 - FINES DUE TO TX PARKS WILDLIFE	L-004-3-01-0100-0000-209600: 01-0100-0000-209600 - FINES DUE TO TX PARKS WILDLIFE	2,593.35
01-0100-0000-209700 - JP COURTS-REFUNDS	L-004-3-01-0100-0000-209700: 01-0100-0000-209700 - JP COURTS-REFUNDS	445.00
01-0100-0000-341200 - Sheriff Fees (WILCO)	L-004-3-01-0100-0000-341200: 01-0100-0000-341200 - Sheriff Fees (WILCO)	53.44
01-0100-0000-341803 - FEES OF OFFICE, JP PCT-3	L-004-3-01-0100-0000-341803: 01-0100-0000-341803 - FEES OF OFFICE, JP PCT #3	8,026.34
01-0100-0000-341913 - CRIMINAL FEES/OFFICE, CONST 3	L-004-3-01-0100-0000-341913: 01-0100-0000-341913 - Fees of Office, Crim. Const PCT #3	1,270.35
01-0100-0000-351303 - FINES, JP PCT-3	L-004-3-01-0100-0000-351303: 01-0100-0000-351303 - FINES, JP PCT #3	95,899.41
01-0100-0000-370500 - Miscellaneous Revenue	L-004-3-01-0100-0000-370500: 01-0100-0000-370500 - Miscellaneous Revenue	0.20
	0100 - General Fund Total:	**117,063.64**
0361 - JP Security Fund		
01-0361-0000-341153 - JP 3 SECURITY FEES	L-004-3-01-0361-0000-341153: 01-0361-0000-341153 - JP 3 SECURITY FEES	87.13
	0361 - JP Security Fund Total:	**87.13**
0365 - Child Safety Fund		
01-0365-0000-341161 - JP CHILD SAFETY FEE	L-004-3-01-0365-0000-341161: 01-0365-0000-341161 - JP CHILD SAFETY FEE	78.63
	0365 - Child Safety Fund Total:	**78.63**
0367 - JP-3 Truancy Program Fund		
01-0367-0000-341917 - JP3 Truant Conduct (HB 2398)	L-004-3-01-0367-0000-341917: 01-0367-0000-341917 - JP3 Truant Conduct (HB 2398)	50.00
01-0367-0000-370000 - JP-3 Truancy Program Fees	L-004-3-01-0367-0000-370000: 01-0367-0000-370000 - JP-3 Truancy Program Fee	108.94
	0367 - JP-3 Truancy Program Fund Total:	**158.94**
0372 - Justice Court Technology Fund		
01-0372-0000-341143 - JP 3 TECHNOLOGY FEES	L-004-3-01-0372-0000-341143: 01-0372-0000-341143 - JP #3 TECHNOLOGY FEES	87.13
	0372 - Justice Court Technology Fund Total:	**87.13**

Payment Report - G/L and Fund Summary

Transaction Date: **07/01/2025 - 07/31/2025** Case Categories: **Criminal**
Locations: **JP3** Payment Type: **Cash Bond Deposit; E-Filing Payment; ...**

G/L Account	G/L Account Number	Fee Totals
0399 - State Agency Fund		
01-0399-0000-208033 - JP 3 Truancy Prev/Diversion - State	L-004-3-01-0399-0000-208033: 01-0399-0000-208033 - JP 3 Truancy Prev/Diversion - State	39.22
01-0399-0000-208160 - CCC FEES DUE TO STATE COMP	L-004-3-01-0399-0000-208160: 01-0399-0000-208160 - Consolidated Court Costs	831.51
01-0399-0000-208235 - JURY SERVICE FEES DUE TO STATE	L-004-3-01-0399-0000-208235: 01-0399-0000-208235 - Jury Service Fee	83.14
01-0399-0000-208352 - CRIMINAL JUDICIAL SUPPORT DUE	L-004-3-01-0399-0000-208352: 01-0399-0000-208352 - Support of the Judiciary Fund	124.69
01-0399-0000-208400 - DPS ARREST FEES DUE TO STATE	L-004-3-01-0399-0000-208400: 01-0399-0000-208400 - Texas Highway Patrol Arrest Fees	50.50
01-0399-0000-208415 - MOVING VIOLATION FEE DUE TO ST	L-004-3-01-0399-0000-208415: 01-0399-0000-208415 - Moving Violation Fee Due to State	0.99
01-0399-0000-208425 - ST TRAFFIC FEES DUE TO STATE	L-004-3-01-0399-0000-208425: 01-0399-0000-208425 - State Traffic Fee	160.94
01-0399-0000-208703 - INDIGENT DEF FEES - DUE TO ST	L-004-3-01-0399-0000-208703: 01-0399-0000-208703 - Indigent Defense Fee	41.58
01-0399-0000-208720 - SEATBELT FINES	L-004-3-01-0399-0000-208720: 01-0399-0000-208720 - Seatbelt Fines	314.36
01-0399-0000-208750 - TLFTA FEES DUE TO STATE COMP	L-004-3-01-0399-0000-208750: 01-0399-0000-208750 - Traffic Law Failure To Appear	157.03
01-0399-0000-208850 - WEIGHT VIOLATION FINES DUE TO	L-004-3-01-0399-0000-208850: 01-0399-0000-208850 - Weight Violation Fines	1,077.93
01-0399-0000-208860 - TIME PYMT FEES DUE TO STATE	L-004-3-01-0399-0000-208860: 01-0399-0000-208860 - Time Payment	77.87
	0399 - State Agency Fund Total:	**2,959.76**
JP BOND		
01-0100-0000-207020 - JP3 Bond Liability Account	L-004-3-02-00002: JP3 Registry Bond Account Liability	300.00
	JP BOND Total:	**300.00**
	Fee Totals for All Funds:	**120,735.23**

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: **07/01/2025 - 07/31/2025** Case Categories: **Criminal**
Locations: **JP3**

Payment Type: **Cash Bond Deposit; E-Filing Payment; ...**

Fee Code Summary

Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
AFDPS	Arrest Fee - DPS (CCP 102.011)	50.50	16	0.00	0	0.00	0	50.50	16
AFJP	Arrest Fee - Jarrell Police Department (CCP 102.011)	5.00	1	0.00	0	0.00	0	5.00	1
AFSO	Arrest Fee - Sheriff's Office (CCP 102.011)	53.44	11	0.00	0	0.00	0	53.44	11
CB	Cash Bond	300.00	1	0.00	0	0.00	0	300.00	1
CCC	Consolidated Court Costs [Loc. Gov't Code, 133.102]	831.51	27	0.00	0	0.00	0	831.51	27
CFINE	County Fine	95,699.41	897	0.00	0	0.00	0	95,699.41	897
CHS	Courthouse Security Fee (CCP 102.017)	65.36	28	0.00	0	0.00	0	65.36	28
CHSJC	JP Security Fee (CCP 102.017)	21.77	28	0.00	0	0.00	0	21.77	28
COLLFEE	Collection Agency Fee	8,770.55	133	0.00	0	0.00	0	8,770.55	133
COPY	Copies	1.25	1	0.00	0	0.00	0	1.25	1
CRFEEOVER	Criminal Overpayment Fee	445.00	4	0.00	0	0.00	0	445.00	4
CSSF	Child Safety School Fee (CCP 102.014(c))	78.63	4	0.00	0	0.00	0	78.63	4
DDF	Deferred Disposition Fee	7,998.00	66	0.00	0	0.00	0	7,998.00	66
FNTC1	Child Safety Seat Fine Trauma Center	314.36	8	0.00	0	0.00	0	314.36	8
IDF	Indigent Defense Fee (LGC 133.107)	41.58	27	0.00	0	0.00	0	41.58	27
JCTF	Justice Court Technology Fee (CCP 102.0173)	87.13	28	0.00	0	0.00	0	87.13	28
JFR	Jury Reimbursement Fee (CCP 102.0045)	83.14	27	0.00	0	0.00	0	83.14	27
JTP	Juvenile Truancy Program (CCP 102.0174)	108.94	28	0.00	0	0.00	0	108.94	28
JTPDC	Juvenile Truancy Prev/Diversion Due to County (CCP 102.015)	19.61	25	0.00	0	0.00	0	19.61	25
JTPDS	Juvenile Truancy Prev/Diversion Due to State (CCP 102.015)	19.61	25	0.00	0	0.00	0	19.61	25
JUSFC	Judicial Support Fund - County (LGC 133.105)	12.45	27	0.00	0	0.00	0	12.45	27
JUSFS	Judicial Support Fund - State (LGC 133.105)	112.24	27	0.00	0	0.00	0	112.24	27
LT10	Overpayments < $10	0.20	1	0.00	0	0.00	0	0.20	1
MVF	Moving Violation Fee (CCP 102.022)	0.99	14	0.00	0	0.00	0	0.99	14
OMNI	OMNI Fee	31.41	9	0.00	0	0.00	0	31.41	9
OMNIC	OMNI Fee - County	20.93	9	0.00	0	0.00	0	20.93	9
OMNIS	OMNI Fee - State	104.69	9	0.00	0	0.00	0	104.69	9
SFC3	Service/Arrest Fee - Const. 3	155.00	19	0.00	0	0.00	0	155.00	19
SFMCWV	State Fine - Motor Carrier Weight Violation	1,077.93	17	0.00	0	0.00	0	1,077.93	17

Payment Report - Fee Code Summary

Transaction Date: **07/01/2025 - 07/31/2025** Case Categories: **Criminal**
Locations: **JP3**

Payment Type: **Cash Bond Deposit; E-Filing Payment; ...**

Fee Code Summary

Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
SFOC	Service Fee - Out of County	5.00	1	0.00	0	0.00	0	5.00	1
STF	State Traffic Fee (TC 542.4031)	160.94	8	0.00	0	0.00	0	160.94	8
TCC	Truancy Court Cost (HB2398)	50.00	1	0.00	0	0.00	0	50.00	1
TCCF	Truant Conduct Contempt Fine - Child	200.00	2	0.00	0	0.00	0	200.00	2
TPC	Time Payment Fee - County	37.50	3	0.00	0	0.00	0	37.50	3
TPS	Time Payment Fee - State	40.37	4	0.00	0	0.00	0	40.37	4
TPWF	Texas P&W Fine	2,593.35	26	0.00	0	0.00	0	2,593.35	26
UFA	Uniform Traffic Act (TC 542.403)	22.09	10	0.00	0	0.00	0	22.09	10
WARC3	Warrant Fee - Constable Pct. 3	1,115.35	25	0.00	0	0.00	0	1,115.35	25
Fee Code Summary Totals		**Gross**		**Positive Adjustments**		**Negative Adjustments**		**Net**	
		Amount	**Number**	**Amount**	**Number**	**Amount**	**Number**	**Amount**	**Number**
		120,735.23	1,597	0.00	0	0.00	0	120,735.23	1,597

Commissioners Court - Regular Session **19.**

Meeting Date: 08/19/2025

Justice of the Peace 4 July 2025 Monthly Report

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

Department: J.P. Pct. #4

Agenda Category: Consent

Information

Agenda Item

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

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

JP4 EOM JULY 2025

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	08/14/2025 11:05 AM
Form Started By: Veronica Bolander		Started On: 08/14/2025 10:57 AM
Final Approval Date: 08/14/2025		

IN COMPLIANCE WITH ARTICLE 103.005
CODE OF CRIMINAL PROCEDURE

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

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

JUSTICE COURT PRECINCT 4 WILLIAMSON COUNTY, TEXAS

RHONDA REDDEN
JUSTICE OF THE PEACE
PRECINCT FOUR

This 13th day of August 2025, to certify which witness my hand and seal of office.

NOTARY PUBLIC STATE OF TEXAS
MEGHAN MOLENDA
My Notary ID # 135522209
Expires July 8, 2029

NOTARY PUBLIC in and for the State of Texas

Payment Report - Transaction/Adjustment Detail

Deposit Date: **07/01/2025 - 07/31/2025** Case Categories: **Civil; Criminal**
Locations: **JP4**

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

Final Totals		**Fee Totals**	**Transaction Totals**
Total Payments		**128,034.52**	**128,034.52**
Total Adjustments Impacting Payments		**0.00**	**0.00**
Final Fee Code Totals		**128,034.52**	**128,034.52**
Tender Method Summary			
Tender Types	Cash	8,159.10	8,159.10
	Cashier's Check	144.00	144.00
	Certified Payments Credit Card	60,421.21	60,421.21
	Check	2,743.00	2,743.00
	Credit Card	30,074.66	30,074.66
	E-File Credit Card	25,622.25	25,622.25
	Money Order	870.30	870.30

Detailed report is available through the Auditor's Office.

Payment Report - G/L and Fund Summary

Deposit Date: **07/01/2025 - 07/31/2025** Case Categories: **Civil; Criminal**
Locations: **JP4**

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

G/L Account	G/L Account Number	Fee Totals
0100 - General Fund		
01-0100-0000-207008 - JP 4-CASH BONDS	L-004-4-01-0100-0000-207008: 01-0100-0000-207008 - JP4 Cash Bonds	850.00
01-0100-0000-207017 - Collections Agency Fee	L-004-4-01-0100-0000-207017: 01-0100-0000-207017 - Collections Agency Fee	3,582.84
01-0100-0000-209600 - FINES DUE TO TX PARKS WILDLIFE	L-004-4-01-0100-0000-209600: 01-0100-0000-209600 - Fines Due to TX Parks Wildlife	214.59
01-0100-0000-209700 - JP COURTS-REFUNDS	L-004-4-01-0100-0000-209700: 01-0100-0000-209700 - JP Courts Refunds	0.10
01-0100-0000-341200 - Sheriff Fees (WILCO)	L-004-4-01-0100-0000-341200: 01-0100-0000-341200 - Sheriff Fees (WILCO)	50.00
01-0100-0000-341804 - FEES OF OFFICE, JP PCT-4	L-004-4-01-0100-0000-341804: 01-0100-0000-341804 - Fees of Office, JP Pct. #4	15,901.46
01-0100-0000-341904 - CIVIL FEES/OFFICE, CONST 4	L-004-4-01-0100-0000-341904: 01-0100-0000-341904 - Fees of Office, Const. PCT #4	17,200.00
01-0100-0000-341914 - CRIMINAL FEES/OFFICE, CONST 4	L-004-4-01-0100-0000-341914: 01-0100-0000-341914 - Fees of Office, Crim. Const PCT #4	1,821.50
01-0100-0000-342860 -Time Payment Fee County 2.50	L-004-4-01-0100-0000-342860: 01-0100-0000-342860 - Time Payment Fee County 2.50	918.71
01-0100-0000-351304 - FINES, JP PCT-4	L-004-4-01-0100-0000-351304: 01-0100-0000-351304 - FINES, JP PCT #4	46,755.64
01-0100-0000-365103 Language Access Fund	L-004-4-01-0100-0000-365103: 01-0100-0000-365103 - Language Access Fund	1,224.00
01-0100-0000-370500 - Miscellaneous Revenue	L-004-4-01-0100-0000-370500: 01-0100-0000-370500 - Miscellaneous Revenue	0.50
99-9999-9999-000003 - LOCAL Consolidated CC-Misd C	L-004-4-99-9999-9999-000003: 99-9999-9999-000003 - LOCAL Consolidated CC-MISD C	5,082.96
	0100 - General Fund Total:	**93,602.30**
0361 - JP Security Fund		
01-0361-0000-341154 - JP 4 SECURITY FEES	L-004-4-01-0361-0000-341154: 01-0361-0000-341154 - JP 4 SECURITY FEES	8.95
	0361 - JP Security Fund Total:	**8.95**
0369 - JP-4 Truancy Program Fund		
01-0369-0000-341917 - JP4 Truant Conduct (HB 2398)	L-004-4-01-0369-0000-341917: 01-0369-0000-341917 - JP4 Truant Conduct (HB 2398)	150.00
01-0369-0000-342190 - Youth Diversion Program (HB 3186)	L-004-4-01-0369-0000-342190: 01-0369-0000-342190 - Youth Diversion Program (HB 3186)	200.00
01-0369-0000-370000 - JP-4 Truancy Program Fees	L-004-4-01-0369-0000-370000: 01-0369-0000-370000 - JP-4 Truancy Program Fee	11.19
	0369 - JP-4 Truancy Program Fund Total:	**361.19**
0370 - Alternate Dispute Resolution Fund		
01-0370-0000-341170 - Alternate Dispute Resolution Fees	L-004-4-01-0370-0000-341170: 01-0370-0000-341170 - Alternate Dispute Resolution Fees	2,040.00
	0370 - Alternate Dispute Resolution Fund Total:	**2,040.00**
0372 - Justice Court Technology Fund		
01-0372-0000-341144 - JP 4 TECHNOLOGY FEES	L-004-4-01-0372-0000-341144: 01-0372-0000-341144 - JP #4 TECHNOLOGY FEES	8.96
	0372 - Justice Court Technology Fund Total:	**8.96**

Payment Report - G/L and Fund Summary

Deposit Date: **07/01/2025 - 07/31/2025** Case Categories: **Civil; Criminal**
Locations: **JP4** Payment Type: **Cash Bond Deposit; Counter Payment; ...**

G/L Account	G/L Account Number	Fee Totals
0399 - State Agency Fund		
01-0399-0000-208034 - JP 4 Truancy Prev/Diversion - State	L-004-4-01-0399-0000-208034: 01-0399-0000-208034 - JP 4 Truancy Prev/Diversion - State	4.47
01-0399-0000-208160 - CCC FEES DUE TO STATE COMP	L-004-4-01-0399-0000-208160: 01-0399-0000-208160 - Consolidated Court Costs	89.53
01-0399-0000-208165 - CCC 01.2020 Fee's Due to State	L-004-4-01-0399-0000-208165: 01-0399-0000-208165 - State Con Court Cost LGC 133.102(a)(3	22,124.38
01-0399-0000-208181 - State Consolidated Fee	L-004-4-01-0399-0000-208181: 01-0399-0000-208181 - State Consolidated Fee	693.00
01-0399-0000-208235 - JURY SERVICE FEES DUE TO STATE	L-004-4-01-0399-0000-208235: 01-0399-0000-208235 - Jury Service Fee	8.96
01-0399-0000-208352 - CRIMINAL JUDICIAL SUPPORT DUE	L-004-4-01-0399-0000-208352: 01-0399-0000-208352 - Support of the Judiciary Fund	13.42
01-0399-0000-208400 - DPS ARREST FEES DUE TO STATE	L-004-4-01-0399-0000-208400: 01-0399-0000-208400 - Texas Highway Patrol Arrest Fees	498.11
01-0399-0000-208415 - MOVING VIOLATION FEE DUE TO ST	L-004-4-01-0399-0000-208415: 01-0399-0000-208415 - Moving Violation Fee Due to State	0.03
01-0399-0000-208426 - State Traffic Fine Due To State	L-004-4-01-0399-0000-208426: 01-0399-0000-208426 - State Traffic Fine Due To State	7,320.19
01-0399-0000-208703 - INDIGENT DEF FEES - DUE TO ST	L-004-4-01-0399-0000-208703: 01-0399-0000-208703 - Indigent Defense Fee	4.47
01-0399-0000-208720 - SEATBELT FINES	L-004-4-01-0399-0000-208720: 01-0399-0000-208720 - Seatbelt Fines	187.00
01-0399-0000-208850 - WEIGHT VIOLATION FINES DUE TO	L-004-4-01-0399-0000-208850: 01-0399-0000-208850 - Weight Violation Fines	1,069.56
	0399 - State Agency Fund Total:	**32,013.12**
	Fee Totals for All Funds:	**128,034.52**

Payment Report - Fee Code Summary

Deposit Date: **07/01/2025 - 07/31/2025** Case Categories: **Civil; Criminal**
Locations: **JP4**

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

Fee Code Summary

Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
2020AFC4	Arrest Fee - Constable 4 CCP 102.011(a)(1), 102.011(e)	56.48	12	0.00	0	0.00	0	56.48	12
2020AFDPS	Arrest Fee - DPS CCP 102.011.(a)(1), 102.011(e)	490.68	117	0.00	0	0.00	0	490.68	117
2020AFJISD	Arrest Fee - Jarrell ISD PD CCP 102.011(a)(1), 102.011(e)	5.17	3	0.00	0	0.00	0	5.17	3
2020AFPW	Arrest Fee - TX P&W CCP 102.011(a)(1), 102. 011(e)	2.43	2	0.00	0	0.00	0	2.43	2
2020AFSO	Arrest Fee - Sheriff's Office 102.011(a)(1), 102.011(e)	1,239.61	293	0.00	0	0.00	0	1,239.61	293
2020AFTPD	Arrest Fee - Thrall PD 102.011(a)(1), 102.011(e)	5.00	1	0.00	0	0.00	0	5.00	1
2020CCC	State Cons Court Cost LGC 133.102(a)(3)	22,124.38	427	0.00	0	0.00	0	22,124.38	427
2020CDF	Compliance Dismissal Fine	290.00	29	0.00	0	0.00	0	290.00	29
2020DSCM	Driving Safety Course Mandatory CCP 45. 0511(f)(1)	368.02	39	0.00	0	0.00	0	368.02	39
2020LCCC-C	LOCAL Consolidated Court Cost LGC 134.103(a)	5,082.96	434	0.00	0	0.00	0	5,082.96	434
2020LTF	Local Traffic Fine (TC 542.403)	438.49	167	0.00	0	0.00	0	438.49	167
2020STF	State Traffic Fine (TC 542.4031)	7,308.28	167	0.00	0	0.00	0	7,308.28	167
2020TPF	Time Payment Fee CCP 102.030	918.71	102	0.00	0	0.00	0	918.71	102
2020WFC4	Warrant Fee - Const Pct 4 CCP 102.011(a)(2), 102.011(e)	1,618.40	40	0.00	0	0.00	0	1,618.40	40
2020WFGTPD	Warrant Fee Georgetown PD CCP 102.011(a)(2), 102.011(e)	50.00	2	0.00	0	0.00	0	50.00	2
2020WFWCSO	Warrant Fee Sheriff's Office CCP 102.011(a)(2). 102.011(e)	50.00	1	0.00	0	0.00	0	50.00	1
AFPW	Arrest Fee - Texas P&W (CCP 102.011)	5.00	1	0.00	0	0.00	0	5.00	1
AFSO	Arrest Fee - Sheriff's Office (CCP 102.011)	6.19	2	0.00	0	0.00	0	6.19	2
CB	Cash Bond	850.00	3	0.00	0	0.00	0	850.00	3
CCC	Consolidated Court Costs [Loc. Gov't Code, 133.102]	89.53	3	0.00	0	0.00	0	89.53	3
CCOP	Civil Copies	33.25	18	0.00	0	0.00	0	33.25	18
CERT	Certified Copy	2.00	1	0.00	0	0.00	0	2.00	1
CFINE	County Fine	46,255.64	380	500.00	3	0.00	0	46,755.64	383
CHS	Courthouse Security Fee (CCP 102.017)	6.71	3	0.00	0	0.00	0	6.71	3
CHSJC	JP Security Fee (CCP 102.017)	2.24	3	0.00	0	0.00	0	2.24	3
CJS	Criminal Judicial Support Fee (LGC 103.105)	13.42	3	0.00	0	0.00	0	13.42	3

Payment Report - Fee Code Summary

Deposit Date: **07/01/2025 - 07/31/2025** Case Categories: **Civil; Criminal**
Locations: **JP4**

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

Fee Code Summary

Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
COLLFEE	Collection Agency Fee	3,582.84	40	0.00	0	0.00	0	3,582.84	40
CONT4	Constable Service Fee Pct #4	13,200.00	123	0.00	0	0.00	0	13,200.00	123
CSFF	Child Safety Fee (CCP 102.014(d))	64.02	6	0.00	0	0.00	0	64.02	6
DDF	Deferred Disposition Fee	3,545.00	49	0.00	0	(500.00)	3	3,045.00	52
FNTC1	Child Safety Seat Fine Trauma Center	187.00	3	0.00	0	0.00	0	187.00	3
IDF	Indigent Defense Fee (LGC 133.107)	4.47	3	0.00	0	0.00	0	4.47	3
JCTF	Justice Court Technology Fee (CCP 102.0173)	8.96	3	0.00	0	0.00	0	8.96	3
JFR	Jury Reimbursement Fee (CCP 102.0045)	8.96	3	0.00	0	0.00	0	8.96	3
JTP	Juvenile Truancy Program (CCP 102.0174)	11.19	3	0.00	0	0.00	0	11.19	3
JURY	Jury Fee	44.00	2	0.00	0	0.00	0	44.00	2
LT10	Overpayments < $10	0.50	1	0.00	0	0.00	0	0.50	1
MVF	Moving Violation Fee (CCP 102.022)	0.03	1	0.00	0	0.00	0	0.03	1
OPAY	Over Payments > $10	0.10	1	0.00	0	0.00	0	0.10	1
SB41CDRF	County Dispute Resolution fund - LGC 135.157	2,040.00	409	0.00	0	0.00	0	2,040.00	409
SB41JCSF	Justice Court Support Fund	10,200.00	409	0.00	0	0.00	0	10,200.00	409
SB41LAF	Language Access Fund - LGC 135.155	1,224.00	409	0.00	0	0.00	0	1,224.00	409
SB41SCF	State Consolidated Fee	693.00	33	0.00	0	0.00	0	693.00	33
SFC4	Service/Arrest Fee - Const. 4	46.62	13	0.00	0	0.00	0	46.62	13
SFMCWV	State Fine - Motor Carrier Weight Violation	1,069.56	10	0.00	0	0.00	0	1,069.56	10
STFS	State Traffic Fine Due To State (HB2048)	11.91	1	0.00	0	0.00	0	11.91	1
TCC	Truancy Court Cost (HB2398)	150.00	3	0.00	0	0.00	0	150.00	3
TFC	Traffic	0.71	1	0.00	0	0.00	0	0.71	1
TPDF	Truancy Prevention and Diversion Fund - JP4 eDoc Conversion	4.47	3	0.00	0	0.00	0	4.47	3
TPWF	Texas P&W Fine	214.59	5	0.00	0	0.00	0	214.59	5
WARC4	Warrant Fee - Constable Pct. 4	100.00	2	0.00	0	0.00	0	100.00	2
WEXEC	Writ of Execution	20.00	4	0.00	0	0.00	0	20.00	4
WPOSS	Writ of Possession	90.00	18	0.00	0	0.00	0	90.00	18
WSF4	Constable #4 - Writ Service Fee	4,000.00	20	0.00	0	0.00	0	4,000.00	20
YDP	Youth Diversion Administrative Fee ($50)	200.00	4	0.00	0	0.00	0	200.00	4

Payment Report - Fee Code Summary

Deposit Date: **07/01/2025 - 07/31/2025** Case Categories: **Civil; Criminal**
Locations: **JP4**

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

Fee Code Summary Totals	Gross		Positive Adjustments		Negative Adjustments		Net	
	Amount	Number	Amount	Number	Amount	Number	Amount	Number
	128,034.52	3,835	500.00	3	(500.00)	3	128,034.52	3,841

Justice of the Peace 4
Consolidated Court Cost Calculation Sheet

Deposit Date: 07/01/2025-07/31/2025

	DR	CR	GL Code	GL Description	ALLOCATION %
Local CCC-Class C		$5,082.96	99-9999-9999-000003	Local CCC-Class C Due to County	
Court Security Fee	$1,779.04		01.0361.0000.341154	COURTHOUSE SECURITY FEES	35.000000%
Local Truancy Prevention & Diversion Fund Fee	$1,815.34		01.0369.0000.370000	Local Truancy Prevention & Diversion Fund Fee	35.714300%
Justice Court Technology Fund	$1,452.27		01.0372.0000.341144	Justice Court Technology Fund	28.571400%
County Jury Fund Fee	$36.31		01.0100.0000.342853	County Jury Fund Fee	0.714300%
Percentage Distribution Total:	$5,082.96	$5,082.96			100.000000%
Collected	$5,082.96				

Commissioners Court - Regular Session **20.**

Meeting Date: 08/19/2025

Property Tax Collections – July 2025

Submitted For: Larry Gaddes

Submitted By: Rebecca Bruton, County Tax Assessor Collector

Department: County Tax Assessor Collector

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving property tax collections for the month of July 2025 for the Williamson County Tax Assessor/Collector.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

070125-073125 GWI-RFM

070125-073125 GWI-RFM graph

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	08/14/2025 11:01 AM
Form Started By: Rebecca Bruton		Started On: 08/14/2025 07:39 AM
Final Approval Date: 08/14/2025		

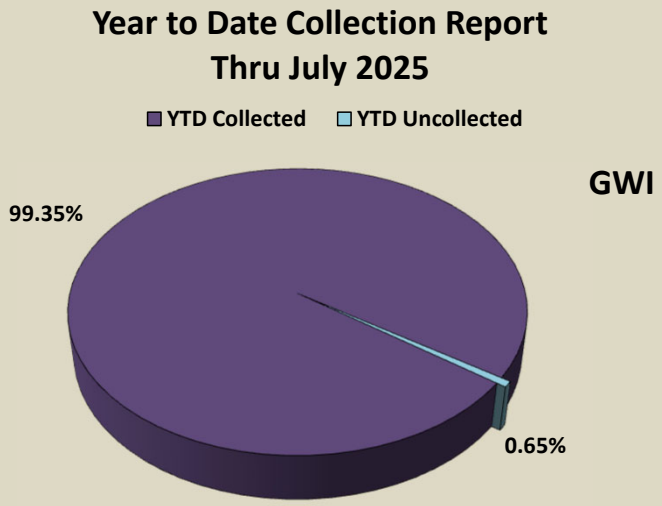
YEAR TO DATE - COLLECTION REPORT
Williamson County - GWI/RFM Property Taxes
July 31, 2025

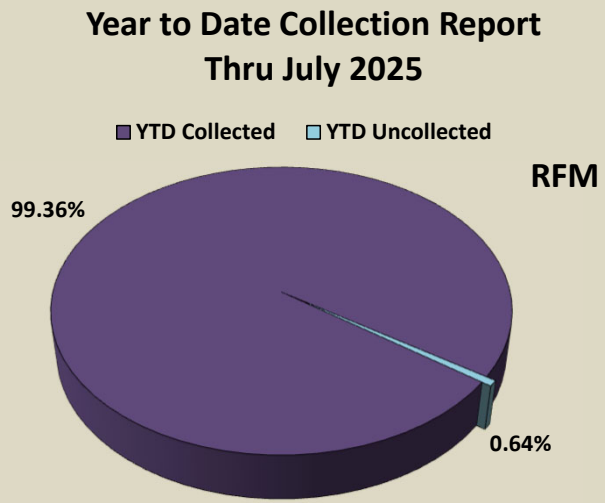
Williamson County General Fund	Tax Roll	Adjustments	Adjusted Tax Roll	Current Tax Collected	Penalty & Interest Collected	Variance	Uncollected Balance	YTD Collected	YTD Percent Collected	YTD Percent Collected w/P&I	YTD Percent Collected w/P&I & Prior Years
2024	$459,890,613.70	($3,329,729.74)	$456,560,883.96	$953,340.52	$99,180.73	$178.93	$2,950,562.50	$453,610,321.46	99.35%	99.57%	99.31%
2023 & Prior	$4,214,726.82	($4,565,519.36)	($350,792.54)	($699,854.09)	($2,439.67)	$459.01	$2,355,259.75	($2,706,052.29)	771.41%	697.29%	
Rollbacks	$811,847.39	$1,038,757.42	$1,850,604.81	$71,852.74	$0.00	$0.00	$621,076.93	$1,229,527.88	66.44%	66.47%	
Total All	$464,917,187.91	($6,856,491.68)	$458,060,696.23	$325,339.17	$96,741.06	$637.94	$5,926,899.18	$452,133,797.05	98.71%	98.98%	

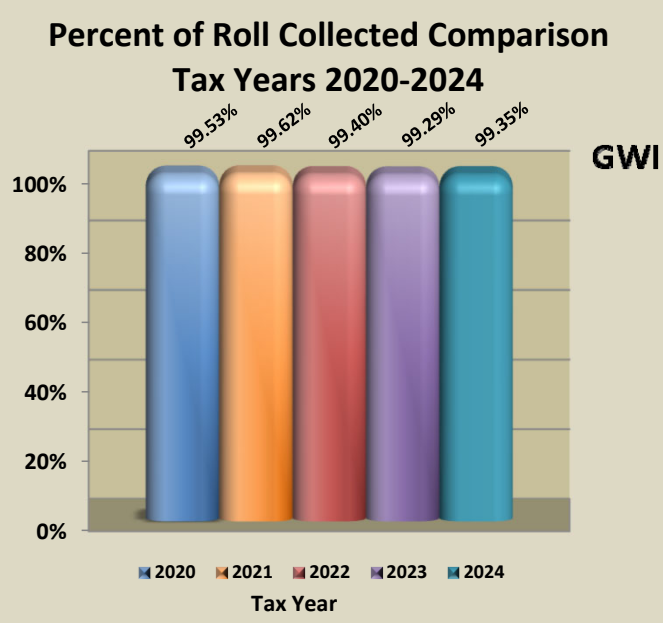
Williamson County RFM	Tax Roll	Adjustments	Adjusted Tax Roll	Current Tax Collected	Penalty & Interest Collected	Variance	Uncollected Balance	YTD Collected	YTD Percent Collected	YTD Percent Collected w/P&I	YTD Percent Collected w/P&I & Prior Years
2024	$58,537,185.60	($347,507.80)	$58,189,677.80	$123,239.41	$12,610.62	$22.47	$371,216.20	$57,818,461.60	99.36%	99.58%	99.33%
2023 & Prior	$490,413.73	($543,380.46)	($52,966.73)	($85,135.83)	($436.04)	$60.62	$253,086.87	($306,053.60)	577.82%	517.45%	
Rollbacks	$82,906.04	$114,596.02	$197,502.06	$8,397.56	$0.00	$0.00	$68,734.28	$128,767.78	65.20%	65.23%	
Total All	$59,110,505.37	($776,292.24)	$58,334,213.13	$46,501.14	$12,174.58	$83.09	$693,037.35	$57,641,175.78	98.81%	99.08%	

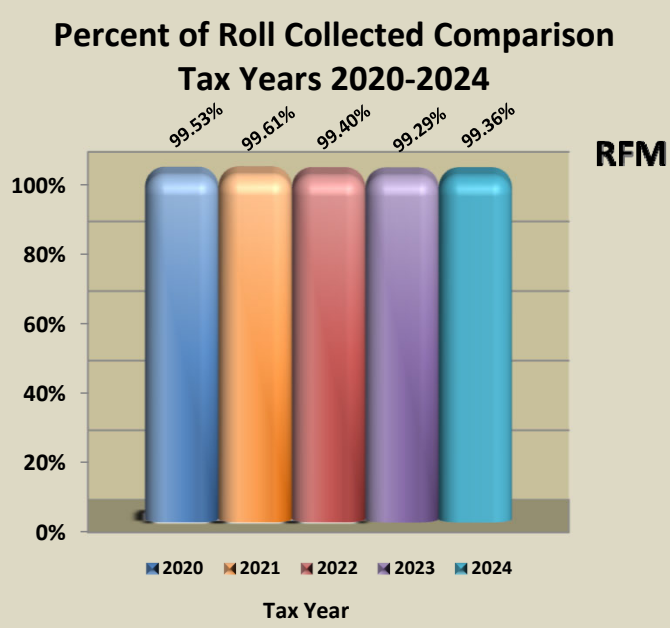
2024 COMBINED MONTHLY BREAKDOWN

Oct-24	$518,427,799.30	$379.67	$518,428,178.97	$11,522,952.32	$0.00	$94.78	$506,603,656.15	$11,824,522.82
Nov-24	$518,428,178.97	-$256,458.39	$518,171,720.58	$21,481,122.67	$0.00	$0.63	$484,866,074.46	$33,305,646.12
Dec-24	$518,171,720.58	-$241,142.83	$517,930,577.75	$247,180,786.70	$0.00	-$13.07	$237,444,158.00	$280,486,419.75
Jan-25	$517,930,577.75	-$382,266.69	$517,548,311.06	$212,266,018.53	$411.35	-$166.93	$24,796,039.71	$492,752,271.35
Feb-25	$517,548,311.06	-$580,141.60	$516,968,169.46	$9,652,334.57	$364,983.91	-$53,241.79	$14,616,805.33	$502,351,364.13
Mar-25	$516,968,169.46	-$447,486.53	$516,520,682.93	$4,033,720.05	$248,102.15	$1,313.18	$10,134,285.57	$506,386,397.36
Apr-25	$516,520,682.93	-$985.41	$516,519,697.52	$1,520,939.80	$151,774.52	$569.60	$8,611,791.06	$507,907,906.46
May-25	$516,519,697.52	-$910,578.97	$515,609,118.55	$1,436,834.64	$115,642.12	$582.06	$6,263,795.39	$509,345,323.16
Jun-25	$515,609,118.55	-$890.51	$515,608,228.04	$1,006,678.06	$134,598.26	$0.51	$5,256,226.31	$510,352,001.73
Jul-25	$515,608,228.04	-$857,666.28	$514,750,561.76	$1,076,579.93	$111,791.35	$201.40	$3,321,778.70	$511,428,783.06


Year to Date Collection Report
Thru July 2025
YTD Collected
YTD Uncollected
GWI
99.35%
0.65%


Year to Date Collection Report
Thru July 2025
YTD Collected
YTD Uncollected
RFM
99.36%
0.64%


Percent of Roll Collected Comparison
Tax Years 2020-2024
GWI
99.53%
99.62%
99.40%
99.29%
99.35%
100%
80%
60%
40%
20%
0%
2020
2021
2022
2023
2024
Tax Year


Percent of Roll Collected Comparison
Tax Years 2020-2024
RFM
99.53%
99.61%
99.40%
99.29%
99.36%
100%
80%
60%
40%
20%
0%
2020
2021
2022
2023
2024
Tax Year

Commissioners Court - Regular Session **21.**

Meeting Date: 08/19/2025

Cobb Fendley 1811-273 WA9 Utility Coordination Correction to Funding Source

Submitted By: Karen Knightstep, County Auditor

Department: County Auditor

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action to correct the funding source provided in item number 39 of the Williamson County Commissioners Court Session on April 15, 2025, to provide that Funding Source: P640 Wilco Way Extension as the correct funding source for the Cobb Fendley Work Authorization No. 9 in the amount of $18,677.00 for Utility Coordination for Tracy Chambers Extension (now known as Wilco Way Extension).

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	08/14/2025 10:47 AM
Form Started By: Karen Knightstep		Started On: 08/13/2025 09:45 PM
Final Approval Date: 08/14/2025		

Commissioners Court - Regular Session **22.**

Meeting Date: 08/19/2025

Authorize Issuing Advertisement for RFI #25RFI80 for Vendor Outreach for Digital Evidence Management Solution (DEMS) for Information Systems

Submitted For: Joy Simonton **Submitted By:** Barbi Hageman, 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 Williamson County Vendor Outreach for Digital Evidence Management Solution (DEMS) under RFI #25RFI80.

Background

Williamson County is currently evaluating options to either implement a new Digital Evidence Management System (DEMS) or enhance its existing system. As part of this effort, the County is inviting DEMS platform vendors to participate in virtual informational sessions with County staff as a request for information. Origination #3323. Department contact is Minnie Beteille. No cost associated with this item at this time.

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	08/14/2025 09:12 AM
Form Started By: Barbi Hageman		Started On: 08/11/2025 02:24 PM
Final Approval Date: 08/14/2025		

Commissioners Court - Regular Session **23.**

Meeting Date: 08/19/2025

Approval of Goods and Services Contract #2025337 for New Shade Structures for Southwest Williamson County Regional Park with ShadePro, LLC for Parks and Recreation

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the Goods and Services Contract #2025337 with ShadePro, LLC for new Shade Structures, pursuant to BuyBoard Contract #679-22 at Southwest Williamson County Regional Park for Parks and Recreation in the amount of $48,100.00 and authorize execution of this agreement.

Background

The Goods and Services Contract #2025337 between Williamson County and ShadePro, LLC is for new Shade Structures, pursuant to BuyBoard Contract # 679-22, at Southwest Williamson County Regional Park, located at 3005 CR 175, Leander, Texas 78641. Funding Source is 01.0100.3103.004509, the Origination ID is 3295, and the Point of Contact is Emsud Horozovic.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Goods and Services Contract #2025337 with ShadePro LLC

1295 Form ShadePro LLC

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	08/14/2025 08:55 AM
Form Started By: Vickie Johnson		Started On: 08/08/2025 01:26 PM
Final Approval Date: 08/14/2025		

WILLIAMSON COUNTY
GOODS AND SERVICES CONTRACT

SHADEPRO, L.L.C.
(Tennis and Pickleball Courts
Southwest Regional Park Facilities)

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

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

I.

Goods: Service Provider shall supply the County goods. The goods include shade structures for pickleball and tennis courts at the Southwest Regional Park Facilities located at 219 Perry Mayfield, Leander, Texas 78641. The goods for the pickleball courts are described in the **Pickleball Quote dated 8/05/2025** attached as **Exhibit "A,".** The goods for the tennis courts are described in the **Tennis Quote dated 8/05/2025** attached as **Exhibit "B,"**.

Should the County choose to purchase goods in addition to those described in Exhibit "A" and Exhibit "B" such additional goods shall be described in a separate written amendment 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 has been signed by both parties.

II.

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 as described in the attached Quotes marked as **Exhibit "A"** and **Exhibit "B"** which are incorporated herein.

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

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

III.

Effective Date and Term: This Contract shall be in full force and effect as of the date of the last party's execution below and shall continue until the Project Completion Date or when terminated pursuant to this Contract, whichever event occurs first. The Project Completion Date is defined as the date by which all services and obligations outlined in Exhibit "A" and Exhibit "B" shall be fully performed and delivered to the satisfaction of the County. The parties acknowledge and agree that the Project Completion Date is initially set to be on or before September 30, 2025, however this date may be amended at the sole discretion of the County. Upon successful completion of the services as described in Exhibit "A" and Exhibit "B", this contract shall automatically terminate without further obligation from either party, except as otherwise expressly provided herein.

IV.

Consideration and Compensation: Service Provider will be compensated based on a fixed sum as set out in Exhibit "A" and Exhibit "B" and in accordance with ByBoard COOP contract number 679-22. The not-to-exceed amount for the life of this contract shall be **Forty-Eight Thousand One Hundred Dollars ($48,100.00).**

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

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

V.

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

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

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

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

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

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

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

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

VI.

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

VII.

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

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

VIII.

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

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

IX.

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

X.

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

XI.

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

XII.

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

XIII.

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

XIV.

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

XV.

No Assignment: Service Provider may not assign this Contract.

XVI.

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

XVII.

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

XVIII.

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

XIX.

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

XX.

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

XXI.

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

XXII.

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

A. As described in the attached **Pickleball Quote dated 8/05/2025**, marked as **Exhibit "A"**;
B. As described in the attached **Tennis Quote dated 8/05/2025**, marked as **Exhibit "B"**;
C. The cooperative purchasing BuyBoard Contract No.: 679-22, incorporated by reference;
D. Insurance certificates evidencing coverages required herein above and
E. Any Amendments agreed to by both parties.

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

XXIII.

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

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

WILLIAMSON COUNTY:

_____
Authorized Signature

_____
County Judge/Presiding Officer

Date: _____, _____ 20___

SHADEPRO, L.L.C.:

_____
Authorized Signature

TYLER ARNOLD
Printed Name

Date: August, 7th 2025

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Aug 07 2025 Time: 1:51 pm

Reviewed by Contract Audit
SARA GREER, CGAP
Contract Auditor
Williamson County Auditor's Office
Date: Aug 07 2025 Time: 1:13 pm

Exhibit “A”
Pickleball Quote dated 8/05/2025

ShadePro, L.L.C

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

PERMANENT SHADE STRUCTURES

www.ShadePro.com

Proposal

Date: August 5, 2025

Quote good for 45 days.

Tyler@ShadePro.com

Billing Address:

Company:	WilCo - Southwest Regional Park
Contact:	Emsud Horozovic
Address:	219 Perry Mayfield
City/State/Zip:	Leander, TX 78641
Phone:	512-943-1923
Mobile Phone:	512-786-0158
E-mail:	emsud.horozovic@wilcotx.org

Installation Address:

Company:	WilCo - Southwest Regional Park
Contact:	Emsud Horozovic
Address:	219 Perry Mayfield
City/State/Zip:	Leander, TX 78641
Phone:	512-943-1923
Mobile Phone:	512-786-0158
E-mail:	emsud.horozovic@wilcotx.org

Qty	Size	Hgt	Structure Type	Style	Netting	Frame Color	Unit Price	Total
3	20' x 20'	8'	4-Post Bolt Down	Pyr	Brunswick Green	PC Gloss Black	$ 11,200.00	$ 33,600.00
			Pickleball Courts					$ -
								$ -
								$ -
								$ -
			Includes Delivery and Installation					$ -
Texas Stamped Engineer Drawings $1495.00 (Optional)								N/A
HydroVac Services $795.00 (Optional)								N/A

ShadePro BuyBoard Contract #679-22

Sub Total	$ 33,600.00
Sales Tax	Exempt
Total	$ 33,600.00
Amount Due Now	PO
Upon Completion	$ 33,600.00

Method of Payment

☐ Check Number: _____ Amount Collected: _____

☐ Credit Card Number: _____ Exp Date: _____

Name on Card: _____ Security Code: _____

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

Tyler Arnold 830-221-8141
ShadePro Representative

August 5, 2025
Date

(X) _____
Accepted By

_____
Date

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

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

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

3. **Terms.**

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

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

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

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

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

8. **Permits.** Quoted price does not include the cost of permits. ShadePro can handle permitting if necessary. Required engineer drawings will be an additional expense.

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

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

SIGN X _____ Date _____

PRINT NAME & TITLE _____

ShadePro
Permanent Shade Structures

Exhibit “B”
Tennis Quote dated 8/05/2025

ShadePro, L.L.C

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

ShadePro
PERMANENT SHADE STRUCTURES

www.ShadePro.com

Proposal

Date: August 5, 2025

Quote good for 45 days.

Tyler@ShadePro.com

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City/State/Zip:	Leander, TX 78641
Phone:	512-943-1923
Mobile Phone:	512-786-0158
E-mail:	emsud.horozovic@wilcotx.org

Installation Address:	
Company:	WilCo - Southwest Regional Park
Contact:	Emsud Horozovic
Address:	219 Perry Mayfield
City/State/Zip:	Leander, TX 78641
Phone:	512-943-1923
Mobile Phone:	512-786-0158
E-mail:	emsud.horozovic@wilcotx.org

Qty	Size	Hgt	Structure Type	Style	Netting	Frame Color	Unit Price	Total
3	8' x 12'		Top Replacements	Barrel	Brunswick Green		$ 1,800.00	$ 5,400.00
	3' Rise		Tennis Courts					$ -
1	8' x 12'	7'	T-Post Cantilever	Hip	Brunswick Green	PC Gloss Black		$ 9,100.00
								$ -
								$ -
			Includes Delivery and Installation					$ -

Texas Stamped Engineer Drawings $1495.00 (Optional)	N/A
HydroVac Services $795.00 (Optional)	N/A

ShadePro BuyBoard Contract #679-22

Sub Total	$ 14,500.00
Sales Tax	Exempt
Total	$ 14,500.00
Amount Due Now	PO
Upon Completion	$ 14,500.00

Method of Payment

☐ Check Number: _____ Amount Collected: _____

☐ Credit Card Number: _____ Exp Date: _____

Name on Card: _____ Security Code: _____

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

Tyler Arnold 830-221-8141
ShadePro Representative

August 5, 2025
Date

(X) _____
Accepted By

_____
Date

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3. **Terms.**

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

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

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8. **Permits.** Quoted price does not include the cost of permits. ShadePro can handle permitting if necessary. Required engineer drawings will be an additional expense.

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

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

SIGN X _____ Date _____

PRINT NAME & TITLE _____

ShadePro
Permanent Shade Structures

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1347253

Date Filed:
08/07/2025

Date Acknowledged:

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

SHADEPRO LLC
New Braunfels, TX United States

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

Williamson County

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

2025337
New Shade Structures (Pickleball/Tennis)

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

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

6 UNSWORN DECLARATION

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

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

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

Executed in **Bexar** County, State of **TX**, on the **7th** day of **August** (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:
2025-1347253

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SHADEPRO LLC
New Braunfels, TX United States

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Williamson County

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

2025337
New Shade Structures (Pickleball/Tennis)

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 _____, _____, _____, _____, _____.
(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 **24.**

Meeting Date: 08/19/2025

Approval of Contract #2025311 for CJC - 277th & 395th Court Refurbishments with Sauder Manufacturing 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 purchase and service contract #2025311 with Sauder Manufacturing Company for Court Refurbishments, in the not-to-exceed amount of Forty-Seven Thousand Five Hundred Thirty-Eight Dollars and Forty Cents ($47,538.40), and exempting this purchase from competitive bidding requirements as per Texas Local Government Code Discretionary Exemption 262.024(a)(7)(D) captive replacement parts or components for equipment and authorizing execution of the contract.

Background

This is to provide bench cushion replacement of 38 benches, removal of existing seat fabric and foam, replacement of both foam and fabric and new fabric similar to the hallway benches at 227th and 395th at the Williamson County Justice Center, 405 MLK Georgetown, TX. Origination ID #3073. The funding source is 01.0100.1009.004509 and the department point of contact is Christy Matoska.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Services and Purchase Contract

Form 1295 Sauder Manufacturing Co. Complete

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	08/14/2025 08:39 AM
County Judge Exec Asst.	Delia Colon	08/14/2025 08:39 AM
Form Started By: Michelle McKinney		Started On: 08/06/2025 03:50 PM
Final Approval Date: 08/14/2025		

WILLIAMSON COUNTY
SERVICES AND PURCHASE CONTRACT
Sauder Manufacturing, Co.
Justice Center 277th & 395th Court Refurbishment
(Quote dated July 2,2025)

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

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

I.

Services: Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he, she, or it is not an employee of the County. The services include but are not limited to the services and work described in the attached **Quote dated July 2, 2025** being marked as **Exhibit "A,"** which is incorporated herein to the extent the Quote meets or exceeds the requirements of County's solicitation, if applicable.

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

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

II.

Goods: Service Provider shall provide County the goods described in the attached Quote being marked as **Exhibit "A,"** which is incorporated herein to the extent it meets or exceeds the County's solicitation, if applicable.

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

III.

Effective Date and Term: This Contract shall be in full force and effect as of the date of the last party's execution below ("Effective Date") and shall continue until the Project Completion Date or when terminated pursuant to this Contract, whichever event occurs first. The Project Completion Date is defined as the date by which all services and obligations outlined in Exhibit "A" shall be fully performed and delivered to the satisfaction of the County. The parties acknowledge and agree that the Project Completion Date is initially set to be on or before November 30, 2025, however this date may be amended at the sole discretion of the County. Upon successful completion of the services as described in Exhibit "A", this contract shall automatically terminate without further obligation from either party, except as otherwise expressly provided herein.

IV.

Consideration and Compensation: Service Provider will be compensated based on a fixed sum as set out in Exhibit "A." The not-to-exceed amount for the life of this contract shall be **Forty-Seven Thousand Five Hundred Thirty-Eight Dollars and Forty Cents ($47,538.40).**

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

The County is a political subdivision under the laws of the State of Texas and claims exemption from sales and use taxes. The County agrees to provide exemption certificates to

Service Provider upon request. Likewise, the County is neither liable for any taxes, charges, or fees assessed against Service Provider for the supplies or products provided or any Services rendered.

V.

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

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

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

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

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

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

Service Provider, as an independent contractor, meets the qualifications of an "Independent Contractor" under Texas Worker's Compensation Act, Texas Labor Code, Section

406.141, and must provide its employees, agents and sub-subcontractors worker's compensation coverage. Contactor shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by the County.

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

VI.

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

VII.

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

INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF SERVICE

PROVIDER OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

VIII.

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

IX.

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

X.

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

XI.

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

XII.

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

XIII.

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

section. The County shall give Service Provider reasonable advance notice of intended audits.

XIV.

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

XV.

No Assignment: Service Provider may not assign this Contract.

XVI.

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

XVII.

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

XVIII.

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

XIX.

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

XX.

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

XXI.

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

XXII.

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

A. **Quote dated July 2, 2025** marked as **Exhibit "A"** and;
B. Insurance certificates evidencing coverages required herein above.

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

XXIII.

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

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

WILLIAMSON COUNTY:

_____
Authorized Signature

Judge Bill Gravell, Jr.
County Judge

Date: _____,20__

SAUDER MANUFACTURING, CO.:

Bradley Roth
Authorized Signature

Bradley Roth VP. Finance
Printed Name

Date: 8/5/2025, 20__

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Aug 06 2025 Time: 9:04 am

Reviewed by Contract Audit
SARA GREER, CGAP
Contract Auditor
Williamson County Auditor's Office
Date: Aug 06 2025 Time: 7:34 am

Exhibit "A"
Quote dated July 2, 2025

SAUDER
COURTROOM FURNITURE

QUOTE

To: Tommy Crockett
From: Ben Bradshaw
Date: July 2, 2025
Re: Two courtrooms: 277th and 395th - Williamson County Criminal Justice Center, Georgetown TX

Bench cushion replacement: 38 benches, totaling 539 linear ft.

- Removal of existing seat fabric and foam
- Replacement of both foam and fabric
- New fabric similar to hallway benches

Total $47,538.40

- Price includes removal of old materials from building, but not disposal. Purchaser will need to provide adequate dumpsters for this purpose.
- Benches are partially disassembled and work is done in place.
- Price does not include restoration or repairs to wood components.

Terms: ~~30% down,~~ balance upon completion
Work to be completed by September 30 2025

Ben Bradshaw
Phone: 800-310-5556
Bradshaw Sales, Inc.
ben@bradshawsales.com

EXHIBIT B

SAUDER®
MANUFACTURING CO.

Addendum to Service Contract

PURCHASER: Williamson County, Texas 405 Martin Luther King Jr. Street, Georgetown, TX 78626

PROJECT / LOCATION: Justice Center 277th & 395th Court Refurbishment 405 Martin Luther King Jr. Street, Georgetown, TX 78626

Sauder® Manufacturing Co. (SMC) and the Purchaser/Contractor identified herein ("Purchaser"), agree that this Addendum is incorporated into the Agreement for Construction Services (the "Agreement"), which is attached, and the Parties thereto understand and agree to the terms set forth in this Addendum (and/or such terms in the Agreement, that may be modified and initialed by the Parties). It is understood and agreed that anything to the contrary notwithstanding this Addendum, which is incorporated into the Agreement of the Parties, shall take precedence over any inconsistent provisions of the Agreement and any other documents in any way related to same. Purchaser's acceptance of the terms of this Addendum shall be evidenced by Purchaser's signature or by permitting SMC to commence work on the Project. The Parties agree to include SMC Addendum terms, if any, and order/quote if a subcontract or MSA is involved. Sauder® Manufacturing Co. includes Sauder Worship Seating, Sauder Courtroom Furniture, and any affiliate, predecessor, or successor entities. Acceptance of these terms shall be evidenced by signatures and/or Sauder® Manufacturing Co. commencing work on this Project.

LIQUIDATED DAMAGES

SMC will not pay liquidated damages under any circumstances.

FINANCIAL INFORMATION

Purchaser shall provide SMC with a job information sheet, which details the legal description of the property, name, e-mail address, phone number, street address, representative of the Project Owner, and a copy of Purchaser's (and/or any other applicable) payment bond and performance bond for the Project, if any. Purchaser shall promptly notify SMC of material changes in the Project Owner's identity or any financial arrangements or matters in any way related to the Project.

LEAD TIME

The following applies to and supersedes any and all reference to schedules, lead times, commencement of work, crew size, or completion dates: SMC will make every reasonable attempt to work with Purchaser with regard to the work schedule. SMC does have a standard time to be available on-site for installation. These details will include, but are not limited to, receipt of CAD file drawings, drawing approvals, field measurement verification, and/or specs and any unresolved detail such as pew specs, i.e., model, color, materials, etc. SMC shall then issue a 2-week window for the install to coincide with the Project Schedule. SMC pricing includes a two-man crew that can install either 1000 linear feet of pews/benches per week or 800 auditorium seats per week. Pricing is for the installation of the entire order at the same time; multiple trips are not included. Additional manpower requests will be considered but may result in additional cost/charge to Purchaser.

STORAGE FEES

If Goods are ready for shipment according to the terms of the Order Acknowledgment or subsequent change order, and Purchaser cannot receive as stated, the Goods may, at SMC's discretion, be shipped to storage facilities or put in storage at Purchaser's expense. SMC reserves the right to deny storage of the Goods due to lack of available space. Storage fees are 5% of the purchase price per month. These changes can, at SMC's option, be added to the order total amount due or invoiced separately. Storage fees are changes to the order as defined in Section 13 below. All storage fees are required to be paid in full before ship. All risk of damage, destruction, theft, or loss while in storage shall be the responsibility of Purchaser.

SITE CONDITIONS

The space must be climate-controlled and not affected by outside weather conditions. Permanent utilities must be operational and carpet and/or any flooring must be completed. In addition, any of the other contractors must not interfere with the unloading, staging, or installation process including any overhead electrical, lighting, painting projects, or any other work that would interfere with the placement of the pews into their permanent locations. Failure to have the site ready for installation may result in additional costs to the Owner not previously shown on the contract.

ORDER ACKNOWLEDGMENT

Orders are not binding until the Order Acknowledgment is delivered. The Order Acknowledgment, which relates to the acceptance of the order/contract, and which is sent after the order/contract, contemplates delivery dates and estimated installation completion. Any error or discrepancy on the Acknowledgment must be reported to SMC in writing within three (3) working days from the receipt of the Acknowledgment. All modifications to the Acknowledgment must be reconfirmed and signed by SMC. Cashing a down payment check does not constitute acceptance.

PREVAILING PARTY

In the event that any litigation or other dispute resolution proceeding is commenced, involving, arising out of, or relating to the Agreement and this Addendum, then the Prevailing Party shall be entitled to an award of taxable court costs, other related but nontaxable costs, and expenses, reasonable attorney's and/or expert fees, and pre-judgment interest as set forth above, from the time that the proceeding was commenced until all appeals are final, if any. The Arbiter or Finder of Fact shall expressly determine the Prevailing Party. This paragraph shall apply where the proceeding seeks a declaration of rights, damages for default, and damages for misrepresentation or other legal or equitable remedies.

CHANGES AND CLAIMS

SMC shall be entitled to equitable adjustments of its schedule and contract price for (a) delays, acceleration, out-of-sequence work, and schedule changes beyond its reasonable control including, without limitation, (b) a Force Majeure Event as defined in Section 14, those caused by labor unrest, fires, acts of nature, wars, or suspensions, or delays caused by Purchaser or others; (c) extra work it performs in accordance with the subcontract documents; and (d) extra work it performs pursuant to written or verbal instructions of Purchaser, provided that SMC gives Purchaser notice (except in an emergency threatening bodily injury or loss of property), prior to starting such extra work, identifying the date and source of the instructions considered as requesting extra work.

FORCE MAJEURE

Neither Party shall be liable for failure or delay in performing any term of this Agreement when and to the extent such failure or delay results from the acts beyond the affected Party's reasonable control, including, without limitation, acts of God, acts of terrorism, acts of governmental authorities, flood, fire, pandemics, or explosion ("Force Majeure Event"). In the event that either Party's performance is delayed, or such Party fails to perform its obligations under this Agreement due to a Force Majeure Event, such Party shall (i) promptly notify the other Party in writing of such Force Majeure Event and its expected duration, and (ii) take all reasonable steps to recommence performance of its obligations under this Agreement as soon as possible. In the event that any Force Majeure Event delays a Party's performance for more than thirty (30) days following the notification then, pursuant to this Agreement, the other Party may terminate this Agreement immediately upon written notice to such Party.

SCHEDULING CONFLICTS

In the event there are scheduling conflicts between the Parties, SMC's Order Acknowledgment will prevail. SMC's Order Acknowledgment will be sent after the Agreement is negotiated and fully executed by both Parties. The Order Acknowledgement relates to the acceptance of the order. The delivery and installation dates on the Order Acknowledgment will be the dates for which SMC can deliver and install on the Project.

PRICE

This order may be subject to a price increase if delivery is not taken from twelve (12) months after receipt of signed order contract, receipt of subcontract, and/or receipt of signed purchase order.

WOOD VARIATIONS

Finish colors may include slight variations between samples and the finished goods should be anticipated. Wood and wood veneers have natural variations in grain, texture, and color. Because of the natural characteristics of wood, slight variations in color may appear under various forms of lighting. These variations will not be accepted by Sauder Manufacturing Co. as a reason to withhold payment.

The undersigned person represents and warrants that they are duly authorized and have the legal capacity to execute and bind Purchaser. By signing below, Purchaser agrees to purchase the goods as stated in the quote/order and agrees it represents a contract for sale. Furthermore, Purchaser represents and warrants the execution and performance of this Agreement has been duly authorized and is a valid and legal agreement enforceable in accordance with the SMC Addendum terms and conditions. The Parties agree to include the SMC Addendum terms, if any, and order/quote if a subcontract or MSA is involved.

Sauder® Manufacturing Co. includes Sauder Worship Seating, Sauder Courtroom Furniture, and any affiliate, predecessor, or successor entities. Acceptance of these terms shall be evidenced by signatures and/or Sauder® Manufacturing Co. commencing work on this Project.

Sauder® Manufacturing Co.

NAME: Bradley T. Roth

SIGNATURE: Bradley T Roth

TITLE: VP - Finance

DATE: 8/5/2025

Williamson County, Texas

NAME: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1332754

Date Filed:
07/07/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Sauder Manufacturing Co
Archboold, OH United States

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
QT142832
Reupholstery of Seat Cushions

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Sauder Manufacturing Co.	Archbold, OH United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

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

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

Executed in Williams County, State of OHIO, on the 6 day of 08 (month), 2025 (year).

Chelsea Marteney

Digitally signed by Chelsea Marteney
DN: cn=Chelsea Marteney gn=Chelsea Marteney c=US United States l=US United States o=Sauder Worship Seating ou=Sauder Manufacturing Co. e=cmarteney@sauderworship.com
Reason: I am the author of this document
Location:
Date: 2025-08-06 07:17-04:00

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:
2025-1332754

Date Filed:
07/07/2025

Date Acknowledged:
08/06/2025

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

Sauder Manufacturing Co
Archboold, OH United States

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

Williamson County

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

QT142832
Reupholstery of Seat Cushions

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Sauder Manufacturing Co.	Archbold, OH 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 _____, _____, _____, _____, _____.
(city) (state) (zip code) (country)

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

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

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

Commissioners Court - Regular Session **25.**

Meeting Date: 08/19/2025

Authorize Issuing RFP 25RFP77 Elevator Refurbishments 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 authorizing the Purchasing Agent to advertise and receive sealed responses for Elevator Refurbishments under RFP #25RFP77.

Background

Williamson County is seeking written responses from qualified vendors to refurbish elevators. The funding source is TBD pending Commissioners Court appropriations. Origination ID No. is 3293 and the point of contact is Christy Matoska.

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	08/14/2025 08:56 AM
Form Started By: Michelle McKinney		Started On: 08/11/2025 10:42 AM
Final Approval Date: 08/14/2025		

Commissioners Court - Regular Session **26.**

Meeting Date: 08/19/2025

Approval of Master Service Agreement No. 2025330 with Barrier Fence, LLC for Fence Installation and Repair Services at various Williamson County Facilities 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 Master Service Agreement, No. 2025330, between Williamson County and Barrier Fence, LLC for Fence Installation and Repair Services in the not-to-exceed amount of $19,500.00 and authorize execution of the agreement.

Background

This Master Service Agreement with Barrier Fence, LLC for Fence Installation and Repair Services at various Williamson County Facilities is to be able to utilize the vendor for services as they arise. This MSA will be valid as of the date of execution through September 30, 2025. Each project will be initiated with a work order and purchase order. The funding source is 01.0100.0509.004510, Origination ID #3253, and the department contact is Christi Stromberg, Facilities Management.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Master Service Agreement

Form 1295 Barrier Fence, LLC

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	08/14/2025 08:51 AM
Form Started By: Michelle McKinney		Started On: 08/07/2025 04:05 PM
Final Approval Date: 08/14/2025		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

MASTER SERVICES AGREEMENT WITH BARRIER FENCE, LLC (FY25)

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 ("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 **Barrier Fence, LLC** (hereinafter "Service Provider") both of which are referred to herein as the parties. The County agrees to engage Service Provider as an independent contractor, to provide certain services and purchase goods described herein pursuant to the following terms, conditions, and restrictions:

I.

Services: The services to be provided include fence installation and repair services at various Williamson County facilities. The services include but are not limited to the services and work described in the attached **(Scope of work)** marked as **Exhibit "A,"** which is incorporated herein to the extent it meets or exceeds the requirements of County's solicitation, if applicable. Related services will be outlined in a Statement of Work ("SOW") to be provided by Service Provided upon the direction of the County.

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

II.

Goods: To the extent applicable, 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 September 30, 2025. Unless terminated sooner pursuant to the terms set out herein, , the County reserves the right to renew the Agreement for additional fiscal years, by mutual agreement of both parties, as it deems to be in the best interest of the 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 attached **Service Provider's - Product Price Sheet** marked as **Exhibit "A,"** which is incorporated herein to the extent it meets or exceeds the requirements of County's solicitation, if applicable. The not-to-exceed amount payable by County under this Agreement shall be **Nineteen Thousand Five Hundred Dollars ($19,500.00)**. In no event may the aggregate amount of compensation authorized under any SOWs exceed the said not-to-exceed amount.

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 Agreement 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.

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	

"Williamson County, Texas, its directors, officers and employees" shall be added as additional insureds under the policies required 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.

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

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.

XIX.

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
Barrier Fence, LLC
402A W. Palm Valley Blvd., #181
Round Rock, TX 78664

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 amend amendments agreed to by both parties (if any);
B. Statements of Work (SOWs) issued under the Agreement and
C. 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) any 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) and (2) the SOW issued under the Agreement.

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:

_____
Authorized Signature

_____
County Judge/Presiding Officer

Dated: _____ _____, 20___

BARRIER FENCE, LLC

Melinda Liantonuattar
Authorized Signature

Melinda Liantonuattar
Printed Name

Dated: 8/4 _____, 20 25

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Aug 04 2025 Time: 2:16 pm

Reviewed by Contract Audit
SARA GREER, CGAP
Contract Auditor
Williamson County Auditor's Office
Date: Aug 04 2025 Time: 12:26 pm

Exhibit "A"
Service and Product Price Sheet

Barrier Fence LLC

Technician Service Rates

This attachment shall be completed and returned with the Service Provider documents.

Service Provider shall submit a full list of all personnel titles and the hourly billing rate for each discipline which shall be incorporated into this service agreement.

Rates shall remain firm throughout the term of this contract purchase agreement. This technician service rate shall be used to establish fixed prices for services by purchase order.

Rates valid thru September 30, 2025, and with subsequent years' renewals.

- If rates change at renewal times, vendor is responsible for making Williamson County aware of the adjusted rates.

Personnel Level	FY 25 (10/1/2024 – 9/30/2025) Hourly Rate
1. Technician	
a. Regular Hours – 7:00 am – 5:00 pm	$75.00
b. After Regular Hours – 5:01 pm – 6:59 am	$150.00
c. Weekends or County approved Holidays	Weekends (Saturday) - $150.00
2. Service Vehicle Fee – per call	$250.00

Emergency Contact Personnel:	Mark Williams
Business Hours Phone Number:	1 (512) 709-8467
After Hours/Emergency Phone Number:	1 (512) 573-6438
Email Address:	Mark@BarrierFence.com

Materials - Remedial Repairs	
Materials not covered under scheduled service:	
*	Service Provider may invoice for parts and materials on a cost-plus basis. Service Provider may invoice at 35% markup.
**	Service Provider may invoice for equipment rental on a cost-plus basis. Service Provider may invoice at 35% 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.

- 90-day labor warranty on service repairs performed, any MFG parts warranties will be extended.

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:
2025-1345085

Date Filed:
08/04/2025

Date Acknowledged:

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

BARRIER FENCE, LLC
Round Rock, TX United States

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

Williamson-Travis Counties Municipal Utility District No. 1 (WTC MUD 1)

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.

2025330
Fencing and Gates Install

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

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

6 UNSWORN DECLARATION

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

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

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

Executed in Williamson County, State of TX, on the 4 day of July (month), 2025 (year).

Melinda Lichtenwalter
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:
2025-1345085

Date Filed:
08/04/2025

Date Acknowledged:
08/07/2025

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

BARRIER FENCE, LLC
Round Rock, TX United States

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

Williamson-Travis Counties Municipal Utility District No. 1 (WTC MUD 1)

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.

2025330
Fencing and Gates Install

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 _____, _____, _____, _____, _____.
(city) (state) (zip code) (country)

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

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

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

Commissioners Court - Regular Session **27.**

Meeting Date: 08/19/2025

Authorize Issuing RFP #25RFP78 Elevator Maintenance and Repair Services 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 authorizing the Purchasing Agent to advertise and receive sealed responses for Elevator Maintenance and Repair Services under RFP #25RFP78.

Background

Williamson County is seeking written responses from qualified vendors to provide elevator maintenance and repair services. The funding source is 01.0100.0509.004510. Origination #2515 and the point of contact is Sheila Rivera.

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	08/14/2025 08:57 AM
Form Started By: Michelle McKinney		Started On: 08/11/2025 10:55 AM
Final Approval Date: 08/14/2025		

Commissioners Court - Regular Session **28.**

Meeting Date: 08/19/2025

Approval of Master Service Agreement No. 2025331 for Water Softener Maintenance and Services with Home Water Conditioning, LLC for Facilities Management

Submitted For: Joy Simonton **Submitted By:** Michelle McKinney, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action to approve the Master Service Agreement No. 2025331 for Water Softener Maintenance and Services with Home Water Conditioning, LLC, for Facilities Management, in the not-to-exceed amount of Forty-Nine Thousand Five Hundred and No/100 Dollars ($49,500.00), and authorize the execution of the agreement.

Background

Williamson County requested quotes from three (3) different vendors. This recommended Master Service Agreement is with Home Water Conditioning, LLC for Water Softener Maintenance and Services for Williamson County's existing softener systems. The initial term begins from the date of the last party's execution through September 30, 2025. The funding source is 01.0100.0509.004510. Origination #3245 and the department point of contact is Shantil Moore.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Master Service Agreement

Form 1295 Home Water Conditioning, LLC

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	08/14/2025 09:08 AM
Form Started By: Michelle McKinney		Started On: 08/11/2025 01:55 PM
Final Approval Date: 08/14/2025		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

MASTER SERVICES AGREEMENT WITH HOME WATER CONDITIONING, LLC (FY25)

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 ("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 **Home Water Conditioning, LLC** (hereinafter "Service Provider") both of which are referred to herein as the parties. The County agrees to engage Service Provider as an independent contractor, to provide certain services and purchase goods described herein pursuant to the following terms, conditions, and restrictions:

I.

Services: The services to be provided include water softener maintenance and service to the Williamson County Jail. The services include but are not limited to the services and work described in the attached **Quote dated August 04, 2025** marked as **Exhibit "A,"** which is incorporated herein to the extent it meets or exceeds the requirements of County's solicitation, if applicable. Related services will be outlined in a Statement of Work ("SOW") to be provided by Service Provided upon the direction of the County.

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

II.

Goods: To the extent applicable, 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 September 30, 2025. Unless terminated sooner pursuant to the terms set out herein, , the County reserves the right to renew the Agreement for additional fiscal years, by mutual agreement of both parties, as it deems to be in the best interest of the 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 attached **Quote dated August 04, 2025** marked as **Exhibit "A,"** which is incorporated herein to the extent it meets or exceeds the requirements of County's solicitation, if applicable. The not-to-exceed amount payable by County under this Agreement shall be **Forty-Nine Thousand, Five Hundred Dollars ($49,500.00)**. In no event may the aggregate amount of compensation authorized under any SOWs exceed the said not-to-exceed amount.

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 Agreement 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.

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	

"Williamson County, Texas, its directors, officers and employees" shall be added as additional insureds under the policies required 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.

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

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.

XIX.

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
Home Water Conditioning, LLC
17117 Indian Chief Dr.
Cedar Park, TX 78613

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 amend amendments agreed to by both parties (if any);
B. Statements of Work (SOWs) issued under the Agreement and
C. 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) and (2) any 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) and (2) the SOW issued under the Agreement.

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:

_____
Authorized Signature

_____
County Judge/Presiding Officer

Dated: _____ _____, 20___

HOME WATER CONDITIONING, LLC

A Moore
Authorized Signature

Andy Moore
Printed Name

Dated: 08-07 _____, 20 25

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Aug 07 2025 Time: 1:49 pm

Reviewed by Contract Audit
SARA GREER, CGAP
Contract Auditor
Williamson County Auditor's Office
Date: Aug 07 2025 Time: 1:08 pm

Exhibit "A"

Quote dated August 04, 2025

Home Water Conditioning, LLC

Office Phone: (512) 551-9488
Email: homewaterconditioning@gmail.com
Address: 17117 Indian Chief Dr.,
Cedar Park, TX 78613

August 04, 2025

Dear Facilities Management Operations Director,

Below is our quote for rebeds and new controls on your existing softener systems:

$28,748.52 - 3x 15 CuFt resin rebed / 3 new 3" Clack water softener Controls
$4,945.00 - Labor
$33,693.52 - Total

Keep in mind, a plumber will have to re-plumb the systems.

Sincerely,

Andy Moore

Melody Moore

Home Water Conditioning

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:
2025-1346990

Date Filed:
08/07/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Home Water Conditioning, LLC
Cedar Park, 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.
2025331
3X 15 CuFt Resin Rebed/ 3 New Clack Water Softener Controls

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

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

My address is [redacted]

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

Executed in Williamson County, State of Texas, on the 7 day of August (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:
2025-1346990

Date Filed:
08/07/2025

Date Acknowledged:
08/11/2025

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

Home Water Conditioning, LLC
Cedar Park, 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.

2025331
3X 15 CuFt Resin Rebed/ 3 New Clack Water Softener Controls

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

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

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

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

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

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

Commissioners Court - Regular Session **29.**

Meeting Date: 08/19/2025

Approval of Goods and Services Contract #2025336 for Audio Visual Systems and Installation with Data Projections, Inc. 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 Goods and Services Contract #2025336 with Data Projections, Inc. for CJC New District Court AV System and Installation for Facilities Management in the not-to-exceed amount of Thirty-Seven Thousand Six Hundred Forty-Eight Dollars and Sixty-Four Cents ($37,648.64) through the cooperative purchasing Contract TIPS #230105 and authorize the execution of the agreement.

Background

This Goods and Services Contract #2025336 between Williamson County and Data Projections, Inc. is for the CJC New District Court AV System and Installation. The funding source is 01.0100.1009.004509. Origination ID #3302 and the Point of Contact is Gretchen Glenn.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Goods and Services Contract

Form 1295 Data Projections, Inc. Complete

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	08/14/2025 09:15 AM
Form Started By: Michelle McKinney		Started On: 08/11/2025 02:32 PM
Final Approval Date: 08/14/2025		

WILLIAMSON COUNTY
GOODS AND SERVICES CONTRACT
DATA PROJECTIONS, INC.
(2nd Floor IV-D AG Courtroom)

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

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

I.

Goods: Service Provider shall supply the County goods. The goods include Audio Visual Systems and Installation at the 2nd Floor IV-D AG Courtroom located at 405 Martin Luther King St., Georgetown, TX 78626, as described in the attached [redacted] being marked as **Exhibit "A,"** which is incorporated herein.

Should the County choose to purchase goods in addition to those described in Exhibit "A,", such additional goods shall be described in a separate written amendment 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 has been signed by both parties.

II.

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 as described in **Exhibit "A,"** which is incorporated herein.

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

services and the County shall not be obligated to pay for any additional services unless a written amendment to this Contract has been signed by both parties.

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

III.

Effective Date and Term: This Contract shall be in full force and effect as of the date of the last party's execution below and shall continue until the Project Completion Date or when terminated pursuant to this Contract, whichever event occurs first. The Project Completion Date is defined as the date by which all services and obligations outlined in Exhibit "A" shall be fully performed and delivered to the satisfaction of the County. The parties acknowledge and agree that the Project Completion Date is initially set to be on or before September 20, 2025, however this date may be amended at the sole discretion of the County. Upon successful completion of the services as described in Exhibit "A", this contract shall automatically terminate without further obligation from either party, except as otherwise expressly provided herein.

IV.

Consideration and Compensation: Service Provider will be compensated based on a fixed sum as set out in Exhibit"A" and in accordance with COOP contract number TIPS 230-105. The not-to-exceed amount for the life of this contract shall be Thirty-Seven Thousand, Six Hundred Forty-Eight Dollars and Sixty-Four Cents ($37,648.64).

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

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

V.

Insurance: Service Provider shall provide and maintain, until the services covered in this Contract is completed and accepted by the County, the minimum insurance coverage in the

minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to the County and name the County as an additional insured.

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

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

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

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

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

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

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

IV.

No Agency Relationship & Indemnification: It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with the County, nor shall Service Provider hold itself out as an agent or official representative of the County. Service

Provider shall be considered an independent contractor for the purpose of this Contract and shall in no manner incur any expense or liability on behalf of the County other than what may be expressly allowed under this Contract. The County will not be liable for any loss, cost, expense, or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the services being provided.

VII.

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

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

VIII.

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

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

IV.

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

X.

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

XI.

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

XII.

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

XIII.

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

XIV.

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

XV.

No Assignment: Service Provider may not assign this Contract.

XVI.

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

XVII.

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

XVIII.

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

XIX.

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

XX.

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

XXI.

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

XXII.

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

A. As described in the attached [redacted] marked as **Exhibit "A"**;
B. The cooperative purchasing Contract No.: TIPS 230-105, incorporated by reference;
C. Insurance certificates evidencing coverages required herein above and
D. Any Amendments agreed to by both parties.

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

XXII.

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

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

WILLIAMSON COUNTY:	**DATA PROJECTIONS, INC.:**
_____	Mark Mazac
Authorized Signature	Authorized Signature
_____	Mark Mazac
County Judge/Presiding Officer	Printed Name
Date: _____, _____ 20___	Date: August, 12 20 25

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Aug 13 2025 Time: 10:35 am

Reviewed by Contract Audit
SARA GREER, CGAP
Contract Auditor
Williamson County Auditor's Office
Date: Aug 13 2025 Time: 9:47 am

Exhibit "A"

[redacted]

DATA PROJECTIONS

WILCO - AV Systems and Installation - 2nd Floor IV-D AG Courtroom

[redacted]

Contract Number: TIPS 230105

Date: 07/21/2025

Expiry Date: 08/22/2025

Prepared for:

Williamson County

Don Heflin

Don.Heflin@Wilco.Org

[redacted]

[redacted]

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

Scope Introduction

Data Projections is providing this proposal at the request of Williamson County for Audio Visual System Upgrades to a 2nd Floor IV-D AG Courtroom at the Justice Center.

Project Location:

Williamson County Courthouse

405 Martin Luther King

Georgetown, TX 78626

Onsite Point of Contact:

Don Heflin

Williamson County

Phone: 512-409-6222

Don.Heflin@wilco.org

SCOPE OF WORK – Wilco IV-D AG Courtroom (2nd Floor) – AV Systems Upgrades.

Data Projections will provide, install, and test the following in the Courtroom as follows:

VIDEO:

- 2 – 75" Displays (1 on each side wall of Counsel Tables)
- 1 - 86" Display on Rear wall facing Judge
- DPI and Wilco Facilities to work together mounting displays as they will be on wood paneling walls in the courtroom.
- 24" Annotation Monitor for Witness
- USB to be routed through NVX for control of Rack Mounted Extron Annotator ? Monitor will attach via monitor swing arm
- Document Camera (Location TBD with Wilco)
- Multi input connections at Prosecution and Defense

AV Input Sources:

- Click-share
- Judge HDMI
- Witness HDMI

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- In-Room PC
- Doc Cam
- Annotator

VIDEO CONFERENCING:

- DPI will provide and Install (2) cameras in the Courtroom to capture image of Judge's bench and/or Attorney's Tables area. The new RoboSHOT 30E camera feeds will be routed into the Crestron HD-WP-4K-401-C to allow for multiple Camera layouts via the
- Crestron Touch Panel in the Courtrooms to be utilized during Video Sessions. The control of the new Camera System will be programmed into the Crestron Touch Panel to allow for calling/answering/camera(s) control in the Courtroom.
- 4x1 Crestron Video Processor HDMI output will feed NVX card and be routed Input 1 on Vaddio AV 2x1 Bridge Crestron NVX System will feed Input 2 on Vaddio AV 2x1 Bridge (This will be for User sources from Courtroom)
- AV Bridge / Whatever Client wants to call it will be selected on Touch Panel
- User will then be able to Pick Camera Layout as well as if Content from in-room sources are needed to feed AV Bridge
- Dual Camera Mode, Single Camera Mode (Camera 1 or Camera 2), Dual Camera + Room Source Content, Single Camera + Room Source Content
- USB from AV Bridge will be a selectable input on PC Soft Codec of choosing (Zoom, TEAMS, etc.)
- USB from PC will be extended into Courtroom (Connect to USB Extender Unit) to host Keyboard and Mouse
- OFE PC for Soft Codec Integration

AUDIO:

- Dante Audio with POE will feed Audio Input/output on AV Bridge
- 8 – Ceiling Speakers
- Biamp Tesira Forte DAN VT
- VOIP Calls similar to Justice Center capabilities
- 4 – Wireless Gooseneck Microphones (Defense, Prosecution and 2 spares)
- Charging station located in Portable AV Rack in POD
- 2 – Wired Gooseneck Microphones (Judge and Witness)
- 1 – MXA310 for Sidebar at Judge's Bench
- Shure XLR to Dante for Wired Gooseneck signal extension back to AV Rack
- RDL – Dante Headphone Amplifier with volume knob
- Located at court reporter station
- Assisted Listening Transmitter (Located in courtroom)
- Dante connection back to DSP

CONTROL:

- 10" Crestron Touch Panel at Judge's bench
- 9" Crestron Wireless Panel

Programming Notes:

- Display On/Off (4 displays)

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- Volume Up/Down
- Individual Mic Levels (6)
- Mute On/Off
- Sound Masking On/Off (sidebar)
- Camera Selection + PTZ control

IDF/AV Rack Room:

- Existing 2-Post AV Rack in IDF will be used to install AV Infrastructure equipment
- UPS unit with 2 – Additional Batteries for extended run-time
- OFE AV Portable Rack in Courtroom (POD) for Barco and Mic Charging/storage.

Special Notes:

- Williamson County ensures that all existing owner-furnished equipment (OFE) is in good working condition, if applicable.
- Williamson County will provide electrical power, cable paths and wall -backing (if applicable) to all AV Systems locations.
- All inputs sources should be routable to the Annotator and have use of the touch functionality of the Touch Screen.
- Audio out to follow selected HDMI input
- Mouse/Keyboard will be extended from rack to Judge's desk via USB AVOIP Encs/Decs
- The Touch Displays' touch control will be extended to the Annotator, In-Room Pc, and Click-Share via USB AVOIP Encs/Decs.
- Vaddio Bridge Input Sources:
- HDMI 1 & 2 - One Link Bridge/Camera 1, One Link Bridge/Camera 2, In-room Pc, Judge, Witness, Click-share, Annotator.
- There are 2 touch panels. One for the judge (wired) and one for the room (wireless). The wired panel will have admin rights for extra control in-line with other Wilco courtrooms.
- Williamson County will provide IT and Facilities Support for Network, Electrical, HVAC, and/or physical limitations that may be incurred.
- DPI 90-Day workmanship is included on the quote and IV-D AG Courtroom will be added to Wilco's Annual DPI Custom Support agreement upon time of renewal in 2025 for all locations.

Scope Conclusion:

Upon acceptance of this proposal, provide a signed proposal and Purchase Order including payment method delivered to Data Projections. Installation date will be confirmed once this documentation is received.

Change Orders:

As noted elsewhere in this document, no product changes/substitutions nor changes or modifications in equipment location will be made without the express written consent of **Williamson County** & **Data Projections**. Any requests for deviation to this contract or incomplete client requirements may result in additional fees.

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PART NUMBER	DESCRIPTION	QTY	MSRP	UNIT PRICE	TOTAL PRICE
	- IV-D AG COURTROOM	0.00	$0.00	$0.00	$0.00
GSM4352PB-100NES	NETGEAR - M4300-52G-POE MANAGED SW APS1000W	1.00	$4,617.39	$3,571.25	$3,571.25
R9861622USB2	BARCO - CLICKSHARE CX-50 GEN2 - US VERSION WITH 2 BUTTONS	1.00	$3,450.00	$3,363.75	$3,363.75
	-	0.00	$0.00	$0.00	$0.00
	- **OFE**	0.00	$0.00	$0.00	$0.00
OFE	WOLFVISION - VZ-3NEO	1.00	$0.00	$0.00	$0.00
OFE	WILLIAM SOUND - FM 557 PRO D	1.00	$0.00	$0.00	$0.00
OFE	CRESTRON - DM-NVX-360C	8.00	$0.00	$0.00	$0.00
OFE	CRESTRON - DM-NVX-360	10.00	$0.00	$0.00	$0.00
OFE	CRESTRON - CP4N	1.00	$0.00	$0.00	$0.00
OFE	CRESTRON - CEN-GWEXER-PWE	1.00	$0.00	$0.00	$0.00
OFE	EXTRON - 60-1761-02 AMP	1.00	$0.00	$0.00	$0.00
OFE	EXTRON - 60-1316-01 ANNOTATOR	1.00	$0.00	$0.00	$0.00
OFE	CHIEF - XTM1U	3.00	$0.00	$0.00	$0.00
OFE	CHIEF - MTM1U	1.00	$0.00	$0.00	$0.00
OFE	LIBERTY - UPS-BPX-2000	2.00	$0.00	$0.00	$0.00
OFE	LIBERTY - UPS-2000-OL	1.00	$0.00	$0.00	$0.00
OFE	CRESTRON - TST-902	1.00	$0.00	$0.00	$0.00
OFE	CRESTRON - TS-1070-B-S	1.00	$0.00	$0.00	$0.00
OFE	PANASONIC - TH-86EQ1W	1.00	$0.00	$0.00	$0.00
OFE	PANASONIC - TH-75EQ1W	2.00	$0.00	$0.00	$0.00
OFE	PANASONIC - TH-55SQ1W	1.00	$0.00	$0.00	$0.00
OFE	LIBERTY - SX-DS-158	1.00	$0.00	$0.00	$0.00
OFE	CRESTRON - SAROS IC6T-W-T-EACH	8.00	$0.00	$0.00	$0.00
OFE	BIAMP - QT-100	1.00	$0.00	$0.00	$0.00
OFE	BIAMP - E-A-W-16-4 EMITTERS	3.00	$0.00	$0.00	$0.00
OFE	CRESTRON - PW-2412WU	10.00	$0.00	$0.00	$0.00
OFE	SHURE - MXWNCS4	2.00	$0.00	$0.00	$0.00
OFE	SHURE - MXWAPT8=-Z10	1.00	$0.00	$0.00	$0.00
OFE	SHURE - MXW8=-Z10	1.00	$0.00	$0.00	$0.00
OFE	SHURE - MX415LPDF/C	4.00	$0.00	$0.00	$0.00
OFE	SHURE - MX412D/C	2.00	$0.00	$0.00	$0.00
OFE	CRESTRON - DMF-CI-8	1.00	$0.00	$0.00	$0.00
OFE	RDL - AV-NH1	1.00	$0.00	$0.00	$0.00
OFE	CRESTRON - ANT-EXT-10	1.00	$0.00	$0.00	$0.00
OFE	VADDIO - 999-99630-100 CAMERA	2.00	$0.00	$0.00	$0.00
OFE	VADDIO - 999-8250-000 AV 2X1 BRIDGE	1.00	$0.00	$0.00	$0.00
OFE	VADDIO - 998-6000-006 MOUNT	1.00	$0.00	$0.00	$0.00
OFE	PLANAR - 997-7052-00 TOUCH MONITOR	1.00	$0.00	$0.00	$0.00
OFE	BIAMP - 0451.900 FORTE DAN VT	1.00	$0.00	$0.00	$0.00
OFE	AVFI - 9052-2	1.00	$0.00	$0.00	$0.00
OFE	WILLIAM SOUND - ANT-005	1.00	$0.00	$0.00	$0.00
OFE	CRESTRON - TST-902-DS	1.00	$0.00	$0.00	$0.00
OFE	WIILLAM SOUND - BAT KT6	1.00	$0.00	$0.00	$0.00
	-	0.00	$0.00	$0.00	$0.00
MISCELLANEOUS MATERIALS	- MISCELLANEOUS-MATERIALS	1.00	$0.00	$3,214.88	$3,214.88

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	SUBTOTAL:	$10,149.88

PROFESSIONAL INSTALLATION SERVICES

Installation Services Details		TOTAL PRICE
PROJECT MANAGEMENT	MSRP = $153.06/HOUR / PRICE = $150.00/HOUR	$1,500.00
DESIGN/ENGINEERING	MSRP = $178.57/HOUR / PRICE = $175.00/HOUR	$5,000.00
INSTALLATION LABOR	MSRP = $102.04/HOUR / PRICE = $100.00/HOUR	$8,000.00
PROGRAMMING LABOR	MSRP = $204.08/HOUR / PRICE = $200.00/HOUR	$9,000.00
COMMISSIONING LABOR	MSRP = $153.06/HOUR / PRICE = $150.00/HOUR	$3,600.00
	INSTALLATION SERVICES SUBTOTAL:	$27,100.00

SERVICE & MAINTENANCE AGREEMENT

Service Agreement Details		TOTAL PRICE
90-DAY WORKMANSHIP WARRANTY		$0.00
	SERVICE AGREEMENT SUBTOTAL:	$0.00

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WILCO - AV Systems and Installation - 2nd Floor IV-D AG Courtroom

Prepared by:

Data Projections, Inc.
11110 Metric Blvd Ste D1
Austin, TX 78758-4018
Mark Mazac
(512) 970 5519
mmazac@dataprojections.com

Job Location:

Williamson County Courthouse
405 Martin Luther King
Georgetown, TX 78626
Don Heflin
(512)943-1490
Don.Heflin@Wilco.Org

Quote Information:

Quote Number: 27788 *Version.1*
Contract No: TIPS 230105
Date: 07/21/2025
Expiry Date: 08/22/2025
P.O. No:

Quote Summary

DESCRIPTION	AMOUNT
EQUIPMENT & MATERIALS	$10,149.88
PROFESSIONAL INSTALLATION SERVICES	$27,100.00
SERVICE & MAINTENANCE AGREEMENT	$0.00
Subtotal:	$37,249.88
Shipping:	$398.76
Estimated Tax:	$0.00
Total:	$37,648.64

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

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

Data Projections, Inc.

SIGNATURE: Mark Mazac
NAME: Mark Mazac
TITLE: Account Executive
DATE: 07/29/2025

Williamson County

SIGNATURE:
NAME:
TITLE:
DATE:

DATA
PROJECTIONS

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GENERAL TERMS AND CONDITIONS

Exclusions

The following work is **not included** in our Scope of Work:

- All conduit, high voltage, wiring panels, breakers, relays, boxes, receptacles, etc.
- Concrete saw cutting and/or core drilling.
- Firewall, ceiling, roof, and floor penetration.
- Necessary gypsum board replacement and/or repair.
- Necessary ceiling tile or T-bar modifications, replacements, and/or repairs.
- All millwork (moldings, trim, cut-outs, etc.).
- Patching and Painting.
- Permits (unless specifically provided for and identified within the contract).

This Scope of Work is delivered based on the following Assumptions:

- Site preparation by the Customer includes electrical, wall reinforcement, telephone, and data network infrastructure placement per Data Projections specification.
- All work areas should be clean and dust-free before the beginning of on-site integration of electronic equipment.
- Customer communication of readiness will be considered accurate and executable by the Data Projections project manager.
- In-Room(s) where installation is to be completed is to be made available for Data Projections exclusive use on the days of the scheduled installation. Unless specifically arranged in advance, rooms will be available during normal business hours, defined as Monday through Friday, 8:00 AM to 5:00 PM excluding holidays. All required spaces (rooms, access points, etc.) must be available at the start of the installation and remain available for the duration of the Project. Any required space that is unavailable during the scheduled installation timeframe may result in delayed delivery of the Project and/or additional charges. Additional rates will only be applied after execution of Data Projections generated Project Change Request according to the Change Management Procedure section following and signed approval by Owner or Owner's representative.
- The project schedule must allow for sufficient time for completion of all installation and final testing of systems before occupancy of the site. If sufficient time is not allowed, Data Projections will be held harmless for systems that do not meet requirements. In this case, all costs associated with the completion of work, including overtime labor rates, will be considered outside the scope of this offering and billable to the Client. Unless otherwise stated, the installation shall be scheduled contiguously from start to finish. Projects requiring multiple site visits and/or intervals of inactivity between events must be noted as such before acceptance of this SOW. If notification is made after initial acceptance of this SOW, the Change Management Procedure section following shall be implemented and additional charges may apply. Data Projections reserves the right to revise the proposal/scope of work based upon information obtained from subsequent site surveys and other sources not available at the time that the original proposal was issued.
- Data Projections reserves the right to substitute equipment of similar specifications should any of the specified equipment be unavailable at the time of order from the manufacturer. This will be done in an effort to maintain the completeness of the proposed audiovisual system and meet the anticipated installation schedule. Data Projections will notify the client in the event there is a need for any equipment substitutions.
- Client is to provide secure storage for equipment during a multiple-day integration. If secure storage is not available for the duration of the multiple-day integration period, Data Projections reserves the right to; delay the installation until secure storage is available which could result in project completion delays and additional storage and delay fees; payment in full for the materials and equipment that cannot be secured thus constituting transfer of ownership and relieving Data Projections of its responsibility and liability for security and protection of said materials and equipment against damage and theft.
- If Customer furnished equipment and existing cabling are to be used, Data Projections assumes that these items are in good working condition and will integrate into the designed solution. Any troubleshooting, repair, replacement, and/or configuration of these items that may be necessary will be made at an additional cost.
- All Network configurations including IP addresses are to be provided, operational, and functional before Data Projections' integration begins. Data Projections will not be responsible for testing the LAN connections.
- Cable or Satellite drops must be in place with converter boxes operational before the completion of integration. Any delay resulting in extra work caused by the late arrival of these items will result in a change order for time and materials.
- Document review/feedback on touch panel layout/correspondence will be completed by the Customer within two business days

Integration Project Management Processes

Data Projections will follow a foundational project management process which may include the following actions/deliverables (based on the size/complexity/duration of the integration project):

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- Needs Analysis – performed before Scope of Work
- Project Welcome Notice – emailed upon receipt of Purchase Order/Notice to proceed
- Project Kick-Off meeting with Customer Representative(s) – either by phone or in-person
- Project Status updates – informal or formal – either by phone, email, or in-person (based on the size/complexity/duration of the project)
- Project Change Control – comprised of Field Directed Change Order and/or Contract Change Order submittals
- Substantial Completion– Client walk-through and user acceptance training before project is transitioned to Service department

User Acceptance Training

This is geared specifically towards the end-user/operator. The purpose of this training is to provide operators with the necessary knowledge to confidently and comfortably operate all aspects of the integrated system. Areas of training include the following:

- Equipment and system overview
- Equipment operation and function
- Equipment start-up, stop, and shut Down
- Equipment automatic and manual operation
- Discussion and documentation relating to control system operation
- Discussion and documentation relating to system processor and its control applications
- Powering up, powering down AV system via a control system
- Manual operation of display systems, audio systems, and all other related components
- Use/operation of patch panels, when and where to be used
- Who to contact if help is required.

Change Management Procedure

Any changes to the scope of the project that effect the contractual value of the project must be in writing signed by the Client and an authorized representative of Data Projections, Inc. Oral changes to the project scope, equipment, or materials shall not be binding upon the parties. Changes may impact the ability of Data Projections, Inc. to deliver the desired solution per the original terms of the Contract. After acceptance of this Scope of Work, such signed and approved change orders will be incorporated by reference into and become part of this Contract.

Returns

The approval of product returns is at the discretion of Data Projections and the specified manufacturer and requires a return authorization number if the request is approved. Products that are defective will be repaired, replaced, or credited in accordance with the manufacturer's warranty. Goods returned for reasons other than warranty or defect must be requested in a timely manner and must be in their original, undamaged, and untarnished condition and must include all original packaging, documentation, and accessories. Restocking fees may apply to the items being returned. Any custom-ordered products are not eligible to be returned. Please consult Data Projections for additional details.

Warranty

All new equipment provided by Data Projections includes each manufacturer's full warranty from the date of invoice. Data Projections will honor all manufacturer warranty requirements as depot service. Data Projections supplies a 90-day workmanship warranty from the date of completion of the said system unless superseded by an extended warranty, or Data Projections service agreement. Data Projections warrants the system to be free of defects in materials and workmanship and fit for the intended purpose. This warranty does not cover equipment or system abuse, misuse including, but not limited to, operating outside of environmental, electrical, temperature, or humidity specifications, system alterations neither approved nor performed by Data Projections; or repair by a service facility other than those authorized by the manufacturer.

Indemnification

Data Projections agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, director, and employees (Collectively, Client) against all damages, liabilities, or costs, including reasonable attorney's fees and defense costs, to the extent caused by the Data Projections' negligent performance of professional services under this Agreement and that of its subcontractors or anyone for whom Data Projections is legally liable. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Data Projections, its

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

officers, directors, employees, and subcontractors (collectively, Data Projections) against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable. Neither the Client nor Data Projections shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

No Hire Policy

During the term of the Contract, and for a period of one (1) year after the termination of the Contract, or the completion of the project, whichever is later, the Client agrees that it will not directly solicit the employment of any individual that was employed by Data Projections during the term of the Contract.

Payment Terms

The total for this proposal/project is presented as a "not to exceed" unless Data Projections and the Client agree to add hardware, software, or functionality not specifically addressed in this Statement of Work/Executive Summary. If the project is delayed due to the client or client's facility not being ready within the agreed upon timeframes, or as a result of backorder delays outside of Data Projection's control, the Client may be requested to issue payment for the hardware as it is physically received.

The payment schedule is contingent on the established line of credit approved by the company. If credit terms are extended, the standard terms

***Data Projections reserves the right to pass through to the customer any additional costs incurred from tariffs, duties, or similar fees imposed by government action. Such costs may be invoiced to the customer at any time, including after an order has been placed or equipment has shipped. All charges will be clearly communicated and will reflect only the actual increase in cost incurred.**

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:
2025-1347054

Date Filed:
08/07/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Data Projections, INC.
Houston, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Williamson County, 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.
TIPS 230105
CJC District Court Prep IV-D AG Courtroom AV System & Install

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Zaleski, Matthew	Houston, TX United States	X	
Zaleski, Billy	Houston, TX United States	X	
Zaleski, Scott	Houston, TX United States	X	
Stasio, Megan	Houston, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

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

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

Executed in Harris County, State of Texas, on the 7th day of August (month), 2025 (year).

Megan Stasio
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:
2025-1347054

Date Filed:
08/07/2025

Date Acknowledged:
08/11/2025

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

Data Projections, INC.
Houston, TX United States

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

Williamson County, 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.

TIPS 230105
CJC District Court Prep IV-D AG Courtroom AV System & Install

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Zaleski, Matthew	Houston, TX United States	X	
Zaleski, Billy	Houston, TX United States	X	
Zaleski, Scott	Houston, TX United States	X	
Stasio, Megan	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 _____, _____, _____, _____, _____.
(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: 08/19/2025

Approval of the Design and Engineering Services Agreement with DBR Engineering Consultants, Inc. utilizing RFSQ #24RFSQ53 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 #24RFSQ53 to DBR Engineering Consultants, Inc. for the Inner Loop Annex Elections Vent Hood upgrades, in the amount of Forty-One Thousand Six Hundred Ninety-Five and No/100 Dollars ($41,695.00) and authorize execution of the agreement.

Background

DBR Engineering Consultants, Inc, is recommended for the award through RFSQ #24RFSQ53, which established a pre-qualified consultant pool to be contracted on an as-needed basis, on 06.18.24 agenda item no.16. DBR Engineering Consultants, Inc., is recommended for this project following a project specific evaluation of the firms from the 24RFSQ53 pool. This Agreement for Design Services between Williamson County and DBR Engineering Consultants, Inc. is for the Inner Loop Annex Elections Vent Hood upgrades located at 301 SE Inner Loop, Georgetown, TX 78626. Contract Audit and General Counsel have been reviewed. A detailed Scope of Work is attached. The funding source is 01.0100.1043.004100 and the point of contact is Gretchen Glenn.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Design & Engineering Services Agreement Redacted

Form 1295 DBR Engineering Consultants, Inc. Complete

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	08/14/2025 09:20 AM
Form Started By: Michelle McKinney		Started On: 08/11/2025 04:20 PM
Final Approval Date: 08/14/2025		

AGREEMENT FOR DESIGN & ENGINEERING SERVICES

PROJECT: **ILA Elections Vent Hood** ("Project")

ARCHITECT/ ENGINEER: **DBR Engineering Consultants, Inc** ("A/E")
Zac Morton PE, LEED AP, Partner
2500 South Highway 183, Suite 500
Austin, Texas 78744

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

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

R E C I T A L S

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

WHEREAS, County intends to upgrade the HVAC system, including assessment and design of a ventilation hood for opening mail in Elections mailroom; and

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

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

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

ARTICLE 1
SCOPE OF AGREEMENT

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

ARTICLE 2
CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

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

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

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

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

2.3.2
Americans with Disabilities Act (ADA)

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

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

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

3.1 Non-collusion.
A/E warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for A/E, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or subconsultant any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, County reserves and shall have the right to annul this Agreement without liability or, in its discretion and at its sole election, to deduct from

the Agreement price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

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

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

ARTICLE 4
CHARACTER AND SCOPE OF SERVICES

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

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

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

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

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

ARTICLE 5
TIME FOR PERFORMANCE

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

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

ARTICLE 6
COMPENSATION AND EXPENSES

6.1 Basic Fee.
For and in consideration of the Basic Services rendered by A/E, County shall pay to A/E up to **Forty-One Thousand Six Hundred Ninety-Five and No/100 Dollars ($ 41,695.00)** hereinafter called the "Basic Fee".

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

6.2 Expenses.
A/E shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Agreement in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit D**. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and **must strictly comply with the Williamson County Vendor Reimbursement Policy**. The copies of the provider's invoice must evidence the actual costs billed to A/E without markup. Reimbursable Expenses are in addition to compensation for Basic and Additional Services and must not exceed **Four Hundred Seventeen and No/100 Dollars ($ 417.00)**.

ARTICLE 7
ADDITIONAL SERVICES AND CHARGES

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

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

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

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

8.1 Time of Payment.

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

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

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

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

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

8.2 Prompt Payment Policy.

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

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

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

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

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

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

ARTICLE 9
PROJECT TEAM

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

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

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

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

DBR Engineering Consultants, Inc.
Zac Morton PE, LEED AP, Partner
2500 South Highway 183, Suite 500
Austin, Texas 78744

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

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

ARTICLE 10
NOTICE

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

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

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

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

A/E: DBR Engineering Consultants, Inc.
2500 South Highway 183, Suite 500
Austin, Texas 78744

Attention: Zac Morton PE
LEED AP, Partner

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

ARTICLE 11
PROGRESS EVALUATION

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

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

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

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

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

ARTICLE 12
CHANGES IN COMPLETED BASIC SERVICES

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

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

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

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

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

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

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

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

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

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

13.2 Revision to A/E Work Product.

A/E shall make, without expense to County, such revisions to A/E Work Product as may be required to correct negligent errors or omissions so A/E Work Product meets the needs of County, but after the approval of A/E Work Product any revisions, additions, or other modifications made

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

13.3 Days.

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

13.4 County's Reliance on A/E.

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

ARTICLE 14
SUSPENSION

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

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

ARTICLE 15
VIOLATION OF CONTRACT TERMS/ BREACH OF CONTRACT

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

ARTICLE 16
TERMINATION

This Agreement may be terminated as set forth below.

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

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

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

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

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

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

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

The termination of this Agreement and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Agreement. If the termination of this Agreement is due to the failure of A/E to fulfill its contractual obligations, then County may take over the Project and prosecute the Basic Services to completion. In such case, A/E shall be liable to County for any additional and reasonable costs incurred by County.

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

ARTICLE 17
USE OF DOCUMENTS

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

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

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

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

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

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

ARTICLE 18
PERSONNEL, EQUIPMENT, AND MATERIAL

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

ARTICLE 19
SUBCONTRACTING

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

ARTICLE 20
MODIFICATIONS

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

ARTICLE 21
COMPLIANCE WITH LAWS

21.1 Compliance.

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

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

21.2 Taxes.

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

ARTICLE 22
INDEMNIFICATION

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

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

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

THE LIMITS OF INSURANCE REQUIRED IN THIS AGREEMENT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT A/E'S OBLIGATIONS UNDER THIS **ARTICLE 22**. THE TERMS AND CONDITIONS CONTAINED IN THIS **ARTICLE 22** SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF COUNTY OR THIRD PARTIES FOR WHOM A/E IS NOT LEGALLY LIABLE, A/E'S OBLIGATIONS SHALL BE IN PROPORTION TO A/E'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST COUNTY IN WHICH CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY ACTS, ERRORS OR OMISSIONS OF A/E OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY OR INDIRECTLY EMPLOYED BY A/E, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS IN THE CONSTRUCTION DOCUMENTS OR IN THE ADMINISTRATION OF THIS AGREEMENT BY A/E OR ANY OF ITS EMPLOYEES OR

ANY PERSON, FIRM OR CORPORATION DIRECTLY OR INDIRECTLY EMPLOYED BY A/E, AND/OR INADEQUATE SERVICES PURSUANT TO THE CONSTRUCTION PHASE-ADMINISTRATION OF THE CONSTRUCTION CONTRACT AS DEFINED AND REQUIRED BY THIS AGREEMENT, AGREEMENT EXHIBITS AND THE CONSTRUCTION CONTRACT DOCUMENTS, THEN COUNTY SHALL HAVE THE RIGHT TO JOIN A/E AT COUNTY'S COST. A/E SHALL ALSO HOLD COUNTY HARMLESS AND INDEMNIFY COUNTY TO THE EXTENT THAT A/E, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH A/E EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND ATTORNEYS' FEES INCURRED BY COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE A/E, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH A/E EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

ARTICLE 23
PROFESSIONAL'S RESPONSIBILITIES

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

ARTICLE 24
PROFESSIONAL'S SEAL

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

ARTICLE 25
INSURANCE

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

25.1 Coverage Limits.

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

25.1.1
Worker's Compensation in accordance with statutory requirements.

25.1.2
Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of $1,000,000.00 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 Certification of Coverage.

Prior to the performance of any A/E Services, A/E 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, A/E shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this Agreement until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of A/E hereunder.

25.3 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.

25.4 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

25.5 Insurance Policy Endorsements.

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

25.5.1
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

25.5.2
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.

25.6 Notices by A/E.

A/E shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requirements set forth hereunder, A/E shall also notify County, within twenty-four (24) hours of receipt of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**

25.7 Premiums and Deductible.

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

25.8 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.

25.9 No Arbitration.

It is the intention of the County and agreed to and hereby acknowledged by the A/E, 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.

25.10 Subcontractor/Subconsultant's Insurance.

Without limiting any of the other obligations or liabilities of A/E, A/E shall require each subcontractor/subconsultant performing work under this Agreement (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of this Agreement, at the subcontractor/subconsultant's own expense, the same stipulated minimum insurance required in this Article, 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 A/E'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 A/E's subcontractors/subconsultants; provided, however, consent by County must be in writing and such consent shall not relieve or decrease the liability of A/E hereunder.

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

25.11 Cost of Insurance.

The cost of all insurance required herein to be secured and maintained by A/E shall be borne solely by A/E.

ARTICLE 26
SUCCESSORS AND ASSIGNS

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

ARTICLE 27
SEVERABILITY

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

ARTICLE 28
PRIOR AGREEMENTS SUPERSEDED

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

ARTICLE 29
A/E'S ACCOUNTING RECORDS

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

ARTICLE 30
GENERAL PROVISIONS

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

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

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

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

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

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

30.7 Reports of Accidents.

Within **twenty-four (24) hours** after A/E becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of A/E), whether or not it results from, or involves, any action or failure to act by A/E or any employee or agent of A/E and which arises in any manner from the performance of this Agreement, A/E shall send a written report of such accident or other event to County, setting forth a full and concise statement of the facts pertaining thereto. A/E shall also immediately send to County a copy of any summons, subpoena, notice, or other documents served upon A/E, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from A/E's performance of work under this Agreement.

30.8 Gender, Number, and Headings.

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

30.9 Construction.

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

30.10 Independent Contractor Relationship.

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

30.11 No Waiver of Immunities.

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

30.12 Texas Public Information Act.

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

30.13 Governing Terms and Conditions.

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

30.14 Appropriation of Funds by County.

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

ARTICLE 31
DISPUTE RESOLUTION

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

ARTICLE 32
EQUAL OPPORTUNITY IN EMPLOYMENT

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

ARTICLE 33
MERGER

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

ARTICLE 34
PUBLIC CONTACT

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

ARTICLE 35
A/E's REPRESENTATIONS

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

ARTICLE 36
CONFIDENTIALITY

A/E hereby acknowledges the services to be performed hereunder pertain to a secured correctional facility (Williamson County Jail) and that A/E must ensure that information relating all areas of the Williamson County Jail must not be disclosed to third parties. A/E expressly agrees that its employees, agents, or any other person or entity under contract with A/E including, without limitation, A/E's subconsultants, or any other entity over which A/E exercises control will not use any information relating to the Williamson County Jail that may be obtained while providing services hereunder for any purpose other than for what is necessary to perform the required services. A/E agrees to use the same degree of care as it uses to protect the confidentiality of its own confidential information, but no less than reasonable precautions to maintain confidentiality with respect to the Williamson County Jail, and to prevent disclosure thereof to persons other than its employees, agents, any other person or entity under contract with A/E including, without limitation, A/E's subconsultants, or any other entity over which A/E exercises control who need access to information regarding the Williamson County Jail to carry out their obligations under this Agreement. A/E agrees that A/E and its employees, agents, any other person or entity under contract with A/E including, without limitation, A/E's subconsultants, or any other entity over which

A/E exercises control will not enter any unauthorized areas of the Wiliamson County Jail and will not disclose any information to unauthorized third parties and will take care to guard the security of the information at all times. A/E agrees that all of its employees, agents, any other person or entity under contract with A/E including, without limitation, A/E's subconsultants, or any other entity over which A/E exercises control shall be subject to background checks and that the Williamson County Sheriff or his agent will perform checks. County shall retain the right to deny right of entry to the Williamson County Jail to anyone.

ARTICLE 37
SIGNATORY WARRANTY

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

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

A/E:
DBR Engineering Consultants, Inc

By: _____
Signature

Zac D. Morton, PE
Printed Name

Partner
Title

Date Signed: 08/05/2025

COUNTY:
Williamson County, Texas

By: _____
Signature

_____
Printed Name

_____
Title

Date Signed: _____

EXHIBIT A

SCOPE OF BASIC SERVICES

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

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

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

GENERAL REQUIREMENTS

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

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

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

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

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

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

project Construction Administration Phase through the Close-out Phase.

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

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

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

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

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

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

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

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

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

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

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

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

SCOPE OF WORK:

Inner Loop Annex
301 SW Inner Loop
Elections
4100.1043

A/E to provide Mechanical, Electrical, and Plumbing (MEP) Engineering Services for upgrades to the HVAC system at Williamson County's Inner Loop Annex (ILA). Project to include assessment and design on a ventilation hood for opening of mail. The room to contain the hood is to be isolated with walls to deck.

Air balance of building is to be studied. If additional makeup air is necessary due to the exhaust, the additional air may be addressed in a separate project.

Disciplines included:

- **Mechanical**
  - Duct Layout
  - Piping Layout
  - Final Specification
  - Mechanical Details
  - Mechanical Schedules
- **Electrical**
  - Power Plans
  - Lighting Plans (Interior)
  - Panelboard Schedules
  - Load Analysis
  - Schedules
  - Details
  - Emergency Lighting and Power with Emergency Generator
- **Fire Protection – Fire Sprinkler – Fire Alarm**
  - Performance specifications only

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A. Prepare complete plans, specifications and engineering calculations (without professional seals) setting forth in detail the work required for the architectural,

structural, civil, mechanical, plumbing, electrical, landscaping and irrigation, and site work.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Phase V – CONSTRUCTION CONTRACT BIDDING, AWARD, AND EXECUTION

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

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

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

Phase VI - CONSTRUCTION ADMINISTRATION - Project Observation

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

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

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

C. Conduct and oversee pre-construction meeting.

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

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

F. Conduct and oversee bi-weekly progress meetings.

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

H. Reject work performed by Contractor which does not meet the requirements of the Construction Documents; and, order removal and replacement of such work.

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT B

FEE SCHEDULE

This schedule indicates fees by Phase of the Basic Fee:

		$ 41,695.00	100%
45%	**DBR**	**$ 18,900.00**	
45%	**Method Architecture**	**$ 18,545.00**	
10%	**Alpha Consulting Engineers**	**$ 4,250.00**	
Phase I - SCHEMATIC DESIGN		**$ 6,254.25**	15%
	DBR	$ 2,835.00	
	Method Architecture	$ 2,781.75	
	Alpha Consulting Engineers	$ 637.50	
Phase II - DESIGN DEVELOPMENT		**$ 8,339.00**	20%
	DBR	$ 3,780.00	
	Method Architecture	$ 3,709.00	
	Alpha Consulting Engineers	$ 850.00	
Phase III - CONSTRUCTION DOCUMENTS		**$ 12,508.50**	30%
	DBR	$ 5,670.00	
	Method Architecture	$ 5,563.50	
	Alpha Consulting Engineers	$ 1,275.00	
Phase IV - REGULATORY REVIEW AND PERMITS		**$ 2,084.75**	5%
	DBR	$ 945.00	
	Method Architecture	$ 927.25	
	Alpha Consulting Engineers	$ 212.50	
Phase V - BIDDING, AWARD, AND EXECUTION		**$ 2,084.75**	5%
	DBR	$ 945.00	
	Method Architecture	$ 927.25	
	Alpha Consulting Engineers	$ 212.50	
Phase VI - CONSTRUCTION ADMINISTRATION		**$ 8,339.00**	20%
	DBR	$ 3,780.00	

Method Architecture	$	3,709.00	
Alpha Consulting Engineers	$	850.00	
Phase VII - PROJECT CLOSE-OUT	**$**	**2,084.75**	5%
DBR	$	945.00	
Method Architecture	$	927.25	
Alpha Consulting Engineers	$	212.50	

EXHIBIT C

PRODUCTION SCHEDULE

A/E agrees to complete the professional design services called for in **Exhibit A** of this Agreement within **Four Hundred Eight (408) calendar days** from the date of this Agreement.

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

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

Agreement Execution Date	**08/19/25**
Phase I - SCHEMATIC DESIGN	
Preliminary Scope and Budget analysis deliverables	09/09/25
30% Plans, Specifications and Estimate deliverables	09/30/25
County written authorization to proceed to next phase	10/14/25
Phase II - DESIGN DEVELOPMENT	
60% Plans, Specifications and Estimate deliverables	11/04/25
County written authorization to proceed to next phase	11/18/25
Phase III - CONSTRUCTION DOCUMENTS	
Site Development Plans application submittal to City	04/22/24
Complete Plans, Specifications and Estimate deliverables	12/18/25
County written authorization to proceed to next phase	01/01/26
Phase IV - REGULATORY REVIEW AND PERMITS	
Sealed Plans and Specifications and Estimate deliverables to County	01/22/26
Plans submittal to TDLR and Permit application submittal to City	01/29/26
Construction Permits received from City	02/12/26
Phase V - BIDDING, AWARD, AND EXECUTION	
Permitted Plans and Specifications and Estimate deliverables to County	02/19/26

County advertises project for Bid	03/12/26
Contract Award	04/09/26

Phase VI - CONSTRUCTION ADMINISTRATION

Contractor Notice to Proceed	04/16/26
Construction Substantial Completion	08/14/26

Phase VII - PROJECT CLOSE-OUT & WARRANTY PERIOD

Record Documents deliverables	09/04/26
Pre-Warranty Expiration Walk	06/15/27
Warranty Expiration	08/14/27

All services shall be complete on, or before: **10/01/26**

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

Zac D. Morton, PE
Printed Name of Certifying Official

Partner
Title of Certifying Official

08/05/2025
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 Zac D. Morton (Signatory Name) the Partner (Signatory Title) of DBR (Entity Name), on behalf of said firm.

LILIANA MORENO
My Notary ID # 12252368
Expires February 22, 2029

Liliana Moreno
Notary Public in and for the
State of Texas

My commission expires: 02-22-2029

EXHIBIT F

CERTIFICATES OF INSURANCE

A/E and Subconsultant Certificates of Insurance attached:

CONSULTANT
DESIGN DELIVERABLE
GUIDELINES



Facilities Management Division
3101 SE Inner Loop
Georgetown, TX 78626

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

SCHEMATIC DESIGN PHASE

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

This deliverable shall consist of the following PDF documents:

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

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

This deliverable shall consist of the following PDF documents:

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

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

5) Updated design delivery schedule.

DESIGN DEVELOPMENT PHASE

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

This deliverable shall consist of the following PDF documents:

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

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

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

CONSTRUCTION DOCUMENTATION PHASE

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

This deliverable shall consist of the following PDF documents:

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

Civil:	Details complete
	Approved licensing agreements and permits
Structural:	Details complete
Architecture:	Door / Window schedules complete
	Interior finish schedule(s) complete
	Details complete
Electrical:	Fixture schedule complete
	Panels schedule complete
	Riser diagram(s) complete
	Details complete
Mechanical:	Equipment schedule complete
	Diffuser schedule complete
	Details complete
Plumbing:	Fixture schedule complete
	Riser diagram(s) complete
	Irrigation connections complete (if required)
	Details complete
IT / Security	TBD

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

REGULATORY REVIEW & PERMITTING PHASE

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

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

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

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

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

CONSTRUCTION CONTRACT BIDDING, AWARD, & EXECUTION PHASE

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

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

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

CONSTRUCTION ADMINISTRATION PHASE

Various deliverables are required throughout this phase

As required, provide the following PDF documents:

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

PROJECT CLOSE-OUT PHASE

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

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

1) "Clean" PDF of Building Plan(s) w/ Room #s coordinated with Fire Marshal review.
2) Record Construction Drawings.
    a. Sheet size shall not exceed ANSI-D (22x34) at 150 dpi max.
    b. PDF documents shall be of emailable size (i.e. 10MB max.)
3) Record Specifications.
4) Reviewed and compiled warranties, guarantees, and operation manuals

DELIVERABLE REVIEW STAMP

For standardization purposes during design Phases:

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

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

3) See adjacent example for "Interim Stamp"



REJECTION OF DELIVERABLE

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

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

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

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

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

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

6) Consultant shall not submit an invoice until the County accepts a Phase deliverable as functionally complete.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1344553

Date Filed:
08/01/2025

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, Inc.
San Antonio, TX United States

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

Williamson County Facilities Department

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

ILA Elections Vent Hood
Design and Engineering Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Morton, Zac	San Antonio, TX United States	X	
Uhlrich, Brian	San Antonio, TX United States	X	
Puentes, Edward	Austin, TX United States	X	
Roland, Kenny	Dallas, TX United States	X	
Jenkins, Brian	Houston, TX United States	X	
West, Carrie	Houston, TX United States	X	
Moe, Brent	Houston, TX United States	X	
Jones, Adam	Houston, TX United States	X	
MacDonald, Erik	Houston, TX United States	X	
Pfeiffer, Kevin	Houston, TX United States	X	
Meister, Will	Houston, TX United States	X	

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:
2025-1344553

Date Filed:
08/01/2025

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, Inc.
San Antonio, TX United States

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

Williamson County Facilities Department

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

ILA Elections Vent Hood
Design and Engineering 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. ☐

6 UNSWORN DECLARATION

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

My address is [redacted], [redacted], TX, [redacted], USA.
(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 1st day of August, 2025.
(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:
2025-1344553

Date Filed:
08/01/2025

Date Acknowledged:
08/11/2025

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

DBR Engineering Consultants, Inc.
San Antonio, TX United States

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

Williamson County Facilities Department

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

ILA Elections Vent Hood
Design and Engineering 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. ☐

6 UNSWORN DECLARATION

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

My address is _____, _____, _____, _____, _____.
(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: 08/19/2025

Authorize Issuing IFB #25IFB79 Limestone Rock Asphalt for Road and Bridge Department

Submitted For: Joy Simonton **Submitted By:** Fernando Ramirez, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed responses for Limestone Rock Asphalt for Road and Bridge, under IFB #25IFB79.

Background

Williamson County is seeking qualified companies to provide Limestone Rock Asphalt per Item 330, Texas Department of Transportation, Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges 2024. The Estimated Budget is $2,500,000.00. The funding source is 01.0200.0210.003550 and the point of contact is Kelly Murphy.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	08/14/2025 08:53 AM
Form Started By: Fernando Ramirez		Started On: 08/08/2025 11:45 AM
Final Approval Date: 08/14/2025		

Commissioners Court - Regular Session **32.**

Meeting Date: 08/19/2025

HNTB 82588 WA2 WA1 Wilco Road & Bridge GEC

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

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on Supplement No. 1 to Work Authorization No. 2 to the Engineering Services contract executed January 9, 2024, between Williamson County and HNTB Corporation, relating to the Road and Bridge, Project Management, Design Management, and Construction Management. Project: On-Call Fund Source: The source of Williamson County funds will be from P640 Wilco Way Extension and the Road and Bridge Division Budget.

Background

This Supplemental No. 1 to Work Authorization No. 2 is for design services performed by American StructurePoint on Wilco Way and for services performed by DKS Associates in support of the County's CAMPO application for SS4A funding. This supplemental increases the contract fee by $359,000.00 from $2,747,703.00 to $3,106,703.00.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

HNTB 82588 WA2 WA1 Wilco Road & Bridge GEC

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	08/08/2025 10:19 AM
Hal Hawes	Hal Hawes	08/14/2025 10:19 AM
County Judge Exec Asst.	Delia Colon	08/14/2025 10:27 AM
Form Started By: Vicky Edwards		Started On: 08/05/2025 02:57 PM
Final Approval Date: 08/14/2025		

Docusign Envelope ID: 5425A504-3470-4F08-97AC-F1DAFC37F689

SUPPLEMENTAL WORK AUTHORIZATION NO. 1
TO
WORK AUTHORIZATION NO. 2

ANNUAL FISCAL YEAR WORK AUTHORIZATION

This Supplemental Work Authorization No. 1 to Work Authorization No. 2 is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated **January 9, 2024** ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **HNTB Corporation** (the "Engineer").

WHEREAS, the County and the Engineer executed Work Authorization No. **2** dated effective **September 11, 2024** (the "Work Authorization");

WHEREAS, pursuant to Article 20 of the Contract, amendments, changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization; and

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

AGREEMENT

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

I. The maximum amount payable for services under the Work Authorization is hereby increased from **$2,747,703.00** to **$3,106,703.00**. The supplemental Fee Schedule for this increase is attached hereto as Exhibit "D-1" (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.

Docusign Envelope ID: 5425A504-3470-4F08-97AC-F1DAFC37F689

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: DocuSigned by: 2DA2BCA605524AC...	By:
Signature	Signature
Summer B. Lawton, PLA	
Printed Name	Printed Name
Senior Vice President	
Title	Title
8/5/2025	
Date	Date

LIST OF ATTACHMENTS

Exhibit D-1: Fee Schedule

Docusign Envelope ID: 5425A504-3470-4F08-97AC-F1DAFC37F689

	Senior Principal/Director	Project Manager	Safety Expert	Quality Assurance Manager	Quality Control Safety Expert	Senior Engineer/Planner I	Engineer/Planner III	Engineer/Planner II	Assistant Engineer/Planner II	GIS Specialist	Senior Creative Services Specialist	Junior Creative Services Assistant I	Creative Services Assistant I	Project Control Specialist II	TOTALS
October 1, 2024 - September 30, 2025	25	50	16	7	13	40	60	10	25	7	14	26	30	16	339
WORK AUTHORIZATION TOTALS	25	50	16	7	13	40	60	10	25	7	14	26	30	16	339
BILLING RATES	$ 325	$ 285	$ 330	$ 300	$ 250	$ 240	$ 220	$ 200	$ 160	$ 165	$ 220	$ 185	$ 125	$ 150	
TOTAL DKS LABOR	$ 8,125	$ 14,250	$ 5,280	$ 2,100	$ 3,250	$ 9,600	$ 13,200	$ 2,000	$ 4,000	$ 1,155	$ 3,080	$ 4,810	$ 3,750	$ 2,400	$ 77,000

	Total Hours	Expenses Reproduction	Expenses Travel	Labor	Subconsultant Labor	TOTAL FEE
DKS Fee						
October 1, 2024 - September 30, 2025	339	$ -	$ -	$ 77,000	$ -	$ 77,000
SUBTOTAL (DKS)	339					$ 77,000
JOB TOTALS	339	$ -	$ -	$ 77,000	$ -	$ 77,000

Docusign Envelope ID: 5425A504-3470-4F08-97AC-F1DAFC37F689

	Senior Project Manager	QAQC	Project Manager	Senior Project Engineer	Project Engineer	Design Engineer	EIT	Senior Technician	Technician	Sr. Drainage Engineer	Drainage Engineer	Sr. Traffic Engineer	Traffic Engineer	Admin/Clerical	TOTALS
October 1, 2024 - September 30, 2025	152	70	-	20	184	6	216	-	-	-	-	-	-	-	630
WORK AUTHORIZATION TOTALS	152	70	-	20	184	6	216	-	-	-	-	-	-	-	630
BILLING RATES	$ 330	$ 320	$ 320	$ 260	$ 215	$ 175	$ 140	$ 200	$ 138	$ 260	$ 190	$ 250	$ 160	$ 100	
TOTAL ASI LABOR	$ 50,160	$ 22,400	$ -	$ 5,200	$ 39,560	$ 1,400	$ 30,240	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 144,980

	Total Hours	Expenses: Reproduction	Expenses: Travel	Labor	Subconsultant Labor	TOTAL FEE
ASI Fee						
October 1, 2024 - September 30, 2025	630	$ -	$ -	$ 144,980	$ -	$ 144,980
SUBTOTAL (ASI)	630					$ 144,980
JOB TOTALS	630	$ -	$ -	$ 144,980	$ -	$ 144,980

Docusign Envelope ID: 5425A504-3470-4F08-97AC-F1DAFC37F689

	Project Principal	Senior Project Manager	Senior Engineer	Engineer III	EIT I	CAD Tech III	RPLS II	1-Man Survey Crew	Admin III	TOTALS
October 1, 2024 - September 30, 2025	50	-	76	433	-	41	16	88	10	714
WORK AUTHORIZATION TOTALS	50	-	76	433	-	41	16	88	10	714
BILLING RATES	$ 300	$ 270	$ 270	$ 180	$ 125	$ 115	$ 200	$ 160	$ 103	
TOTAL SCHEIBE LABOR	$ 15,000	$ -	$ 21,060	$ 77,940	$ -	$ 4,715	$ 3,200	$ 13,760	$ 1,030	$ 136,705

	Total Hours	Expenses		Labor	Subconsultant Labor	TOTAL FEE
		Reproduction	Travel			
Scheibe Fee						
October 1, 2024 - September 30, 2025	714	$ -	$ 315	$ 136,705	$ -	$ 137,020
SUBTOTAL (Scheibe)	714					$ 137,020
JOB TOTALS	714	$ -	$ 315	$ 136,705	$ -	$ 137,020

Commissioners Court - Regular Session **33.**

Meeting Date: 08/19/2025

Walker 2586 WA4 SA5 CR 255 - CR 289 Parcel Acquisition

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

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on Work Authorization No. 4 Supplemental No. 5 to the Surveying Services contract executed May 19, 2020, between Williamson County and Walker Texas Surveyors, Inc. relating to the 2019 Road and Bridge Department. Funding source: P546

Background

This Work Authorization No. 4 Supplemental No. 5 is for the CR 255 Project and extends the termination date to October 31, 2025.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Walker 2586 WA4 SA5 CR 255 - CR 289 Parcel Acquisition

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	08/13/2025 04:25 PM
County Judge Exec Asst.	Delia Colon	08/14/2025 09:46 AM
Form Started By: Vicky Edwards		Started On: 08/13/2025 01:13 PM
Final Approval Date: 08/14/2025		

SUPPLEMENTAL WORK AUTHORIZATION NO. 5
TO
WORK AUTHORIZATION NO. 4

WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT: CR 255/CR289 PARCEL ACQUISITION

This Supplemental Work Authorization No. **5** to Work Authorization No. **4** is made pursuant to the terms and conditions of the Williamson County Contract for Surveying Services, being dated May 19, 2020 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Walker Texas Surveyors, Inc. (the "Firm").

WHEREAS, the County and the Firm executed Work Authorization No. **4** dated effective **June 9, 2022** (the "Work Authorization");

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

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

AGREEMENT

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

I. The Work Authorization shall terminate on **October 31, 2025**. The Services to be Provided by the Firm shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The revised Work Schedule is attached hereto as Attachment "C" (must be attached).

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

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

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

SUPPLEMENTAL WORK AUTHORIZATION NO. 5
TO
WORK AUTHORIZATION NO. 4

WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT: CR 255/CR289 PARCEL ACQUISITION

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

EXECUTED this _____ day of _____, 2025

SURVEYOR:
Walker Texas Surveyors, Inc.

By: _____
Signature

Charles G. Walker
Printed Name

Vice President
Title

8/8/25
Date

COUNTY:
Williamson County, Texas

By: _____
Signature

_____
Printed Name

County Judge
Title

_____
Date

LIST OF ATTACHMENTS

Attachment C - Work Schedule

APPROVED
By Christen Eschberger at 11:36 am, Aug 13, 2025

SUPPLEMENTAL WORK AUTHORIZATION NO. 5
TO
WORK AUTHORIZATION NO. 4

WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT: CR 255/CR289 PARCEL ACQUISITION

ATTACHMENT C

WORK SCHEDULE

Walker Texas Surveyor's will provide survey services for Williamson County (County). These will be provided as requested by the County or County's representative on an as-needed basis for the County's CR 255 Project through October 31, 2025

Commissioners Court - Regular Session **34.**

Meeting Date: 08/19/2025

Cobb Fendley 25RFSQ35 WA1 CR 201 City of Georgetown Water Line Relocation

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

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Work Authorization No 1 in the amount of $172,092.00 to expire on September 30, 2027, under the Williamson County Contract for Engineering Services between Cobb, Fendley & Associates, Inc. and Williamson County dated July 22, 2025, for CR 201 City of Georgetown Water Line Relocation. Funding source: P499.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Cobb Fendley 25RFSQ35 WA1 CR 201 City of Georgetown Water Line Relocation

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	08/14/2025 10:19 AM
County Judge Exec Asst.	Delia Colon	08/14/2025 10:28 AM
Form Started By: Vicky Edwards		Started On: 08/13/2025 01:14 PM
Final Approval Date: 08/14/2025		

WORK AUTHORIZATION NO. 1
PROJECT: CR 201 City of Georgetown Water Line Relocation

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated July 22, 2025 and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Cobb, Fendley & Associates, Inc. (the "Engineer").

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 $172,092.00.

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 August 5, 2025, upon final acceptance and full execution of the parties hereto and shall terminate on September 30, 2027. 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. This Work Authorization is hereby accepted and acknowledged below.

EXECUTED this _____day of _____, 20___.

ENGINEER:	COUNTY:
Cobb, Fendley & Associates, Inc.	Williamson County, Texas
By: Sandra G Khoury	By: _____
	Signature
Sandra G. Khoury, P.E.	_____
Printed Name	Printed Name
Executive Vice President	_____
Title	Title
August 11, 2025	_____
Date	Date

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 - Rate Schedule

ATTACHMENT A

SERVICES TO BE PROVIDED BY COUNTY

Williamson County and/or its Designated Representative(s) will provide project direction, review and oversight of utility design and engineering services for all Road and Bridge Projects and will provide all project related design files, topographic survey and right-of-way data to assist with coordination efforts.

Williamson County and/or its Designated Representative(s) will negotiate and secure Interlocal Agreements (ILA), when applicable, and provide copies to Utility Coordinator upon execution.

ATTACHMENT B

SERVICES TO BE PROVIDED BY ENGINEER

UTILITY DESIGN

The ***Engineer*** will coordinate and develop PS&E for utilities to be included in the construction contract for the County upon written request by the Utility Owner and/or the County. All joint bid utility plan requests are to be approved by the County or Designated Representative prior to commencing work.

The ***Engineer*** will provide design, bid, and construction phase services for the installation of approximately 3,800 linear feet of 2", 6", 8", 12", and 16" water main and service pipe, 950 linear feet of 4", 16", 18", and 30" steel encasement installed via open trench and jack/bore, required appurtenances, and connections to the existing 2", 6", 12", and 16" water lines associated with the construction of the CR 201 roadway improvement project in Williamson County. This scope assumes that the water line plans will be included in the PS&E for the roadway, bridge, and drainage plans, joint bid with the roadway and drainage plans, and constructed by the roadway and drainage Contractor. Below is a detailed scope of services.

I. Design Phase

The ***Engineer*** will prepare plans and compile specifications for the construction of the water utility relocations. Below is a detailed scope of services. If relocations in addition to the ones labeled on the attached strip map are identified, an additional services proposal will be prepared to perform the necessary relocation design work. This proposal assumes that the ***Engineer*** will prepare erosion controls for the water utility relocations. The design phase assumes 30%, 90%, and 100% submittals to City of Georgetown.

A. Data Development.
   1. Gather and analyze data. Obtain plans and electronic files for roadway and topographical information. This scope assumes that survey information for water line relocations located within the ROW will be provided by the roadway engineer and that it will provide data adequate to design the relocations within the ROW. This scope assumes that additional survey will be necessary to prepare relocations for water lines that are currently in easement and will be relocated into a new easement, and that this survey will be performed and provided by others and provided to the ***Engineer*** for use in relocation design outside existing survey limits.
   2. Prepare preliminary adjustment and relocation plans for relocations associated with the roadway design.
   3. Coordinate with the City on preliminary layouts and relocations. Includes one coordination meeting with the City.

B. Plans. The ***Engineer*** will prepare design plans at 30%, 90%, and 100% completion, to be submitted to City of Georgetown for review. We anticipate the following sheets to be included in our design set.

1. Cover sheet. (1 Sheet)
2. General Notes. Assemble a set of general notes using City of Georgetown and TCEQ standards. (1 Sheet)
3. Summary of Quantities (1 Sheet). Prepare a summary of quantities sheet. A blank sheet will be included in the 30% plans. Full quantities will be included in the 90% and 100% submittals.
4. Overall Layout Sheet (1 Sheet). Prepare an overall reference sheet to scale.
5. Erosion and Sedimentation Control Sheets (6 sheets). Prepare 11"x17" erosion and sedimentation control plan sheets at 90% and 100% submittals. Assumes 6 sheets.
6. Plan Sheets (4 Sheets). Prepare plan sheets for the 2" and 6" water main relocations at 30%, 60%, 90%, and 100% submittals for the proposed water line relocations at a scale of 1" = 40' on 11"x17" plan sheets, with a true half size. Assumes 4 sheets. This scope assumes 2" and 6" water main relocations do not need to be profiled. The scope also assumes fire hydrant plan and profile sheets will not be required.
7. Plan and Profile (7 Sheets). Prepare plan sheets for the 8", 12" and 16" water main relocations at 30% submittal and full plan and profile sheets at 90% and 100% submittals for the proposed relocations at a scale of 1" = 40' on 11"x17" plan sheets, with a true half size. Assumes 7 sheets. The scope assumes fire hydrant plan and profile sheets will not be required.
8. Detail Sheets (4 sheets). Prepare detail sheets showing standard construction details and special, project-specific details. Assumes 4 sheets.
9. Restrained Joint Calculations (1 Sheet). Perform restrained joint calculations and include a table of required lengths calculated in the plans. Assumes 1 sheet.

Note: This scope assumes that environmental clearance required for new easements, if applicable, will be handled by others. This scope assumes that additional survey needed for relocations outside of the right-of-way will be coordinated with and performed by others. This scope assumes that easement investigation and acquisition will be handled by others. This scope assumes that traffic controls, if necessary, will be handled by others.

C. Specifications. The ***Engineer*** will assemble standard technical specifications to be included in the roadway contract documents. A list of specifications relevant to the project will be provided with the 30% submittal to the City of Georgetown. A full set of utility specifications and special provisions required will be provided with the 90% and 100% submittals for the water line relocations. City of Georgetown and City of Austin standard technical specifications will be used for this project. This scope assumes that front end/contract documents will be prepared by others.

D. Quantity Take-Off/Cost Estimate/Bid Form. The ***Engineer*** will perform a quantity take off and prepare a bid form. A quantity take-off will be performed at the 30%, 90%, and 100% submittals. An opinion of probable construction cost will be prepared for the 30% (+/- 25%), 90% (+/- 10%), and 100% submittals. Bid items to be included in the bid form will be prepared by the roadway and drainage consultant.

E. QA/QC. The ***Engineer*** will perform internal quality control reviews on the plans and specifications prior to each submittal to City of Georgetown.

F. Prepare 3 submittal packages. The ***Engineer*** will assemble plans and specifications and submit to City of Georgetown for review. This scope assumes there will be a 30%, 90%

and 100% Final Bid Set submittal. The ***Engineer*** will electronically provide 11"x17" size plans and specifications for each submittal.

G. Respond to comments. The ***Engineer*** will review comments provided by the City of Georgetown and prepare a written response to the comments for inclusion with the subsequent submittal.
H. Coordination/Review meetings (3). This includes meetings to discuss submittals to City of Georgetown and comments from reviewers. If the correspondence, meetings, and revisions required by the City exceeds the number of meetings listed in this scope of services, then additional services will be required.
I. Approvals. Coordinate with City of Georgetown to obtain required approvals for construction. This scope assumes that permits will be obtained by others.
J. Project Management. This proposal assumes an eight (8) month design schedule.

II. Bid Phase

The ***Engineer*** will provide limited assistance in the bidding of the project. This scope assumes that the utility relocation bid items will be included in the roadway project bid and the ***Engineer*** will provide assistance as related to water relocations only. This scope also assumes that the Owner will engage a bidding assistance center for the distribution and management of plans during bid phase. Distribution of plans and maintenance of a plan holders list is not included in this scope. Below is a detailed scope of services for bid phase:

A. Attend pre-bid conference. Meeting agenda and minutes prepared by others.
B. Respond to contractor's questions during bidding process.
C. Prepare addenda (assume 1) to address contractor questions. Distribution will be handled by others.

The following items are not included in bid phase services:

A. Review bid tabs.
B. Review contractor recommendation.

III. Construction Phase

The ***Engineer*** will provide limited construction administration and observation assistance to the project and City of Georgetown. This scope does not include inspection services. This scope assumes construction duration of six (6) months. All scopes of services in this scope are related to water and wastewater utility relocations only. Below is a detailed scope of services for construction phase:

A. Attend preconstruction meeting.
B. Attend three (3) meetings bi-monthly when utility adjustments are in process.
C. Attend periodic site visits. Assume three (3) site visits (not coincident with progress meetings). If additional visits are required, then this will result in additional services.
D. Review project submittals/shop drawings. The ***Engineer*** will review each submittal up to two (2) times. If the Contractor requires a third submittal, it will be reviewed as an

additional service and at the Contractor's expense, as will be written in the contract documents. This scope assumes submittals for 15 individual items.

E. Respond to Requests for Information (RFI). The ***Engineer*** will coordinate with City of Georgetown and the Contractor on RFIs and respond with clarifications as needed. This scope assumes four (4) RFIs.
F. Change Orders. The ***Engineer*** will assist in negotiation and preparation of change order documents, should they be necessary. This scope assumes one (1) change order.
G. Record Drawings. The ***Engineer*** will prepare a set of record drawings based on Contractor's redlines in the field. Record drawings will be provided to the City electronically.
H. Project Management. This proposal assumes a six (6) month construction schedule.

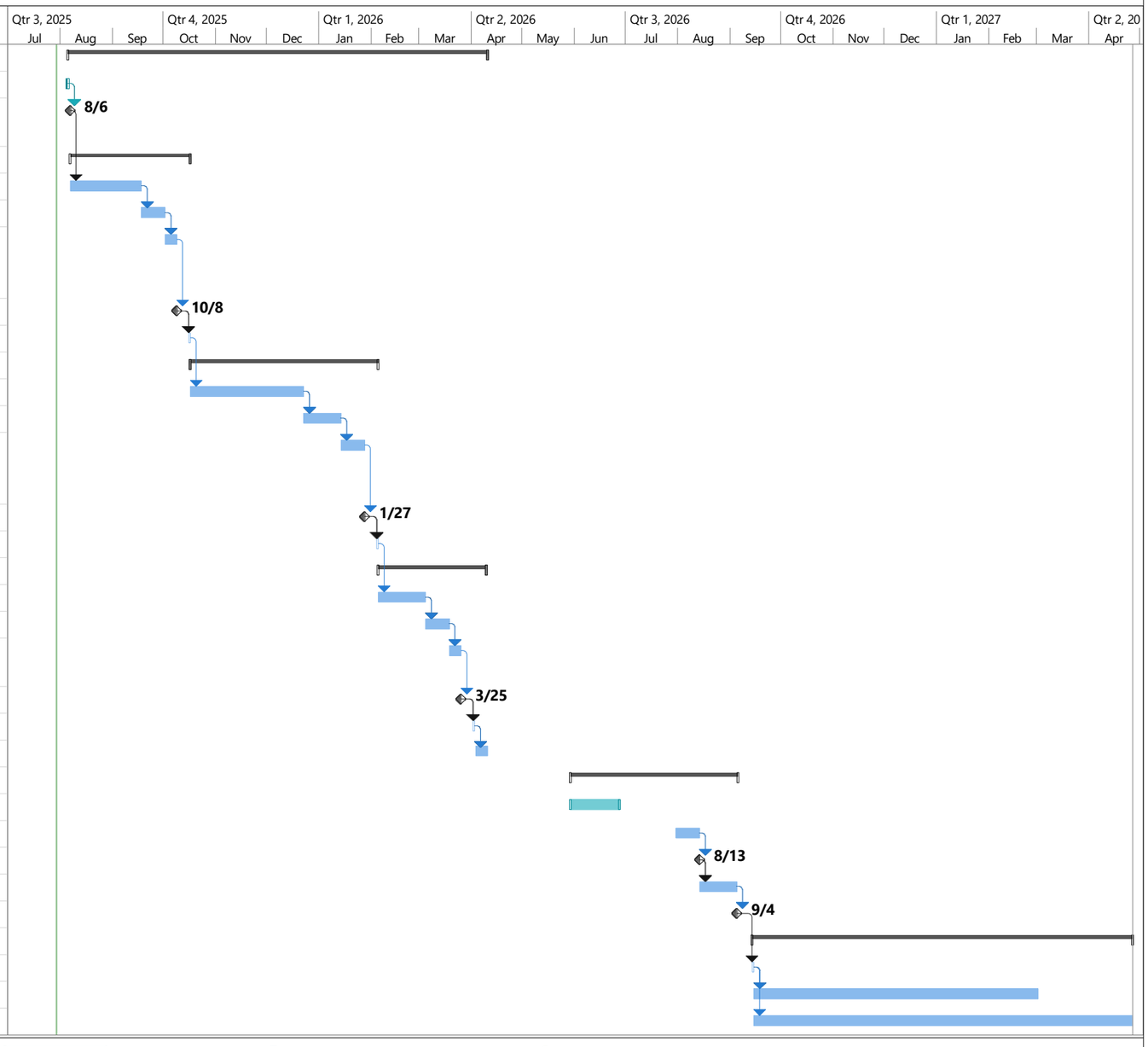
The following items are not included in construction phase services:

A. Review of pay estimates.
B. This Construction Phase Services assumes that one project inspector amongst the stakeholders will be assigned and there will not be coordination amongst the various stakeholders during construction.
C. Final Walk Through and Punch List.

ATTACHMENT C - WORK SCHEDULE

Williamson County Road & Bridge
CR 201 Work Authorization 1
City of Georgetown Water Relocations
Project Schedule

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors
1		**CR 201 Water Adjustments/Relocati**	**170 days**	**Tue 8/5/25**	**Thu 4/9/26**	
2		Effective Date	1 day	Tue 8/5/25	Tue 8/5/25	
3		Work Authorization Approved/NTP	1 day	Wed 8/12/25	Wed 8/12/25	2
4		**30% Water Design**	**51 days**	**Thu 8/7/25**	**Thu 10/16/25**	
5		30% Design	30 days	Thu 8/7/25	Wed 9/17/25	3
6		QA/QC + Backcheck	10 days	Thu 9/18/25	Wed 10/1/25	5
7		Address Comments, QA/QC Verification, + EOPC and Specifications	5 days	Thu 10/2/25	Wed 10/8/25	6
8		Submittal to City	0 days	Wed 10/8/25	Wed 10/8/25	7
9		Workshop Meeting	1 day	Thu 10/16/25	Thu 10/16/25	8FS+5 days
10		**90% Water Design**	**71 days**	**Fri 10/17/25**	**Wed 2/4/26**	
11		90% Design	45 days	Fri 10/17/25	Mon 12/22/25	9
12		QA/QC + Backcheck	10 days	Tue 12/23/25	Tue 1/13/26	11
13		Address Comments, QA/QC Verification, + EOPC and Specifications	10 days	Wed 1/14/26	Tue 1/27/26	12
14		Submittal to City	0 days	Tue 1/27/26	Tue 1/27/26	13
15		Review Meeting with City	1 day	Wed 2/4/26	Wed 2/4/26	14FS+5 days
16		**100% Water Design**	**46 days**	**Thu 2/5/26**	**Thu 4/9/26**	
17		100% Design	20 days	Thu 2/5/26	Wed 3/4/26	15
18		QA/QC + Backcheck	10 days	Thu 3/5/26	Wed 3/18/26	17
19		Address Comments, + EOPC and Specs	5 days	Thu 3/19/26	Wed 3/25/26	18
20		Submittal to City	0 days	Wed 3/25/26	Wed 3/25/26	19
21		Review Meeting with City	1 day	Thu 4/2/26	Thu 4/2/26	20FS+5 days
22		City Approval	1 wk	Fri 4/3/26	Thu 4/9/26	21
23		**Bid Phase**	**71 days**	**Fri 5/29/26**	**Fri 9/4/26**	
24		Develop Bid Documents	21 days	Fri 5/29/26	Fri 6/26/26	
25		Advertisement/Bidding	10 days	Fri 7/31/26	Thu 8/13/26	
26		LET	0 days	Thu 8/13/26	Thu 8/13/26	25
27		Contract Execution	16 days	Fri 8/14/26	Fri 9/4/26	26
28		NTP	0 days	Fri 9/4/26	Fri 9/4/26	27
29		**Construction Phase**	**161 days**	**Mon 9/14/26**	**Mon 4/26/27**	
30		Pre-Construction Meeting	1 day	Mon 9/14/26	Mon 9/14/26	28FS+5 days
31		Substantial Construction	6 mons	Tue 9/15/26	Mon 3/1/27	30
32		Final Construction	8 mons	Tue 9/15/26	Mon 4/26/27	30



Project: CR 201 Water Relocatio

Task	Project Summary	Manual Task	Start-only	Deadline
Split	Inactive Task	Duration-only	Finish-only	Progress
Milestone	Inactive Milestone	Manual Summary Rollup	External Tasks	Manual Progress
Summary	Inactive Summary	Manual Summary	External Milestone

		Hours						Expenses			
		$260.00 per hour	$215.00 per hour	$195.00 per hour	$152.00 per hour	$150.00 per hour	$0.700 per mile	$15.000 per each	$0.150 per sheet		
	Task	**Proj Mgr II**	**Proj Mgr I**	**Engr II**	**Grad Engr II**	**Coordinator II**	**Mileage**	**Delivery**	**Copies**	Total Hours	Total Budget
	Design Phase										
A	Preliminary										
A1	Kickoff meeting	2		2						4	$910.00
A2	Gather and analyze data.	4		8	8		132			20	$3,816.00
A3	Coordination meeting with City	2		2						4	$910.00
B	30% Phase									0	$0.00
B1	Cover (1 Sheets)	1		1						2	$455.00
B2	General Notes (1 Sheets)			1						1	$195.00
B3	Overall Layout (1 Sheets)			1	2					3	$499.00
B4	Plan (4 Sheets)			12	16					28	$4,772.00
B5	Plan and Profile (7 Sheets)			21	28		132			49	$8,351.00
B6	Standard Details (4 Sheets)			3						3	$585.00
B7	Specifications List	1		3	3					7	$1,301.00
B8	Quantity Take-Off/Cost Estimate/Bid Form			5	5					10	$1,735.00
B9	QA/QC	3	9							12	$2,715.00
B10	Submittal Packages	1		1						2	$455.00
B11	Respond to Comments	1		2						3	$650.00
B12	Coordination/Review Meetings	2		2	2					6	$1,214.00
C	90% Phase										
C1	Cover (1 Sheets)				1					1	$152.00
C2	General Notes (1 Sheets)				1					1	$152.00
C3	Summary of Quantities (1 Sheets)				1					1	$152.00
C4	Overall Layout (1 Sheets)				1					1	$152.00
C5	Erosion and Sedimentation Controls (6 Sheets)			18	24					42	$7,158.00
C6	Plan (4 Sheets)			16	24					40	$6,768.00
C7	Plan and Profile (7 Sheets)			42	70		132			112	$18,830.00
C8	Restrained Joint Calculations (1 Sheets)			4	8					12	$1,996.00
C9	Standard Details (4 Sheets)			3						3	$585.00
C10	Specifications + Special Provisions	3		8						11	$2,340.00
C11	Quantity Take-Off/Cost Estimate/Bid Form			7	7					14	$2,429.00
C12	QA/QC	4	13							17	$3,835.00
C13	Submittal Packages	1		1						2	$455.00
C14	Respond to Comments	1		2						3	$650.00
C15	Coordination/Review Meetings	2		2	2					6	$1,214.00
D	100% Phase										
D1	Cover (1 Sheets)				1					1	$152.00
D2	General Notes (1 Sheets)				1					1	$152.00
D3	Summary of Quantities (1 Sheets)				1					1	$152.00
D4	Overall Layout (1 Sheets)				1					1	$152.00
D5	Erosion and Sedimentation Controls (6 Sheets)			18	24					42	$7,158.00
D6	Plan (4 Sheets)			12	16					28	$4,772.00
D7	Plan and Profile (7 Sheets)			28	56		132			84	$13,972.00
D8	Restrained Joint Calculations (1 Sheets)			4	8					12	$1,996.00
D9	Standard Details (4 Sheets)			3						3	$585.00
D10	Specifications + Special Provisions	3		4						7	$1,560.00
D11	Quantity Take-Off/Cost Estimate/Bid Form			7	7					14	$2,429.00
D12	QA/QC	4	13							17	$3,835.00
D13	Submittal Packages	1		1						2	$455.00
D14	Respond to Comments	1		2						3	$650.00
D15	Coordination/Review Meetings	2		2	2					6	$1,214.00
E	Approval			3						3	$585.00
F	Project Management (8 Months)	24				16				40	$8,640.00
	Hour Sub Total	63	35	251	320	16	528	0	0	685	
	Subtotal Labor Costs	$16,380.00	$7,525.00	$48,945.00	$48,640.00	$2,400.00	$369.60	$0.00	$0.00		$123,890.00
	Subtotal Expense Costs										$389.00
	Bid Phase										
A	Attend pre-bid conference	2		6			88			8	$1,690.00
B	Respond to contractors' questions	4		8						12	$2,600.00
C	Prepare Addenda (1)	6		10						16	$3,510.00
	Hour Sub Total	12	0	24	0	0	88	0	0	36	
	Subtotal Labor Costs	$3,120.00	$0.00	$4,680.00	$0.00	$0.00	$61.60	$0.00	$0.00		$7,800.00
	Subtotal Expense Costs										$65.00
	Construction Phase										
A	Attend preconstruction meeting	2		2			88			4	$910.00
B	Attend Progress Meetings (3)	6		6			408			12	$2,730.00
C	Site Visits (3)	6		6	6		204			18	$3,642.00
D	Review Submittals (15)			15	15					30	$5,205.00
E	Respond to RFIs (4)	8		16	16					40	$7,632.00
F	Change Orders (1)	9		8						17	$3,900.00
G	Record drawings	11		22	22					55	$10,494.00
H	Project Management (6 Months)	12				12				24	$4,920.00
	Hour Sub Total	54	0	75	59	12	700	0	0	200	
	Subtotal Labor Costs	$14,040.00	$0.00	$14,625.00	$8,968.00	$1,800.00	$490.00	$0.00	$0.00	$0.00	$39,433.00
	Subtotal Expense Costs										$515.00

Fee Estimate			
Task	Labor	Expense	Total Fee
Design	$123,890.00	$389.00	$124,279.00
Bid	$7,800.00	$65.00	$7,865.00
Construction	$39,433.00	$515.00	$39,948.00
Total	$171,123.00	$969.00	$172,092.00

Commissioners Court - Regular Session **35.**

Meeting Date: 08/19/2025

Preliminary plat for the Canady Tract 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 Canady Tract subdivision – Precinct 2.

Background

This proposed subdivision consists of 456 single-family lots, 18 open space/drainage lots, 2 amenity lots, 1 wastewater treatment plant lot, and 19,728 linear feet of new roads to be maintained by Williamson County MUD No. 61 on 156.5-acres.

Timeline
2025-02-14 – initial submittal of the preliminary plat
2025-03-14 – 1st review complete with comments
2025-05-07 – 2nd submittal of preliminary plat
2025-05-22 – 2nd review complete with comments
2025-06-13 – 3rd submittal of preliminary plat
2025-06-27 – 3rd review complete with comments
2025-07-08 – 4th submittal of preliminary plat
2025-07-23 – 4th review complete with minor comments
2025-08-14 – 5th submittal of preliminary plat
2025-08-14 – 5th review complete with clear comments
2025-08-14 – preliminary placed on the August 19, 2025, Commissioners Court agenda for consideration

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Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Preliminary Plat (CC) - Canady Tract

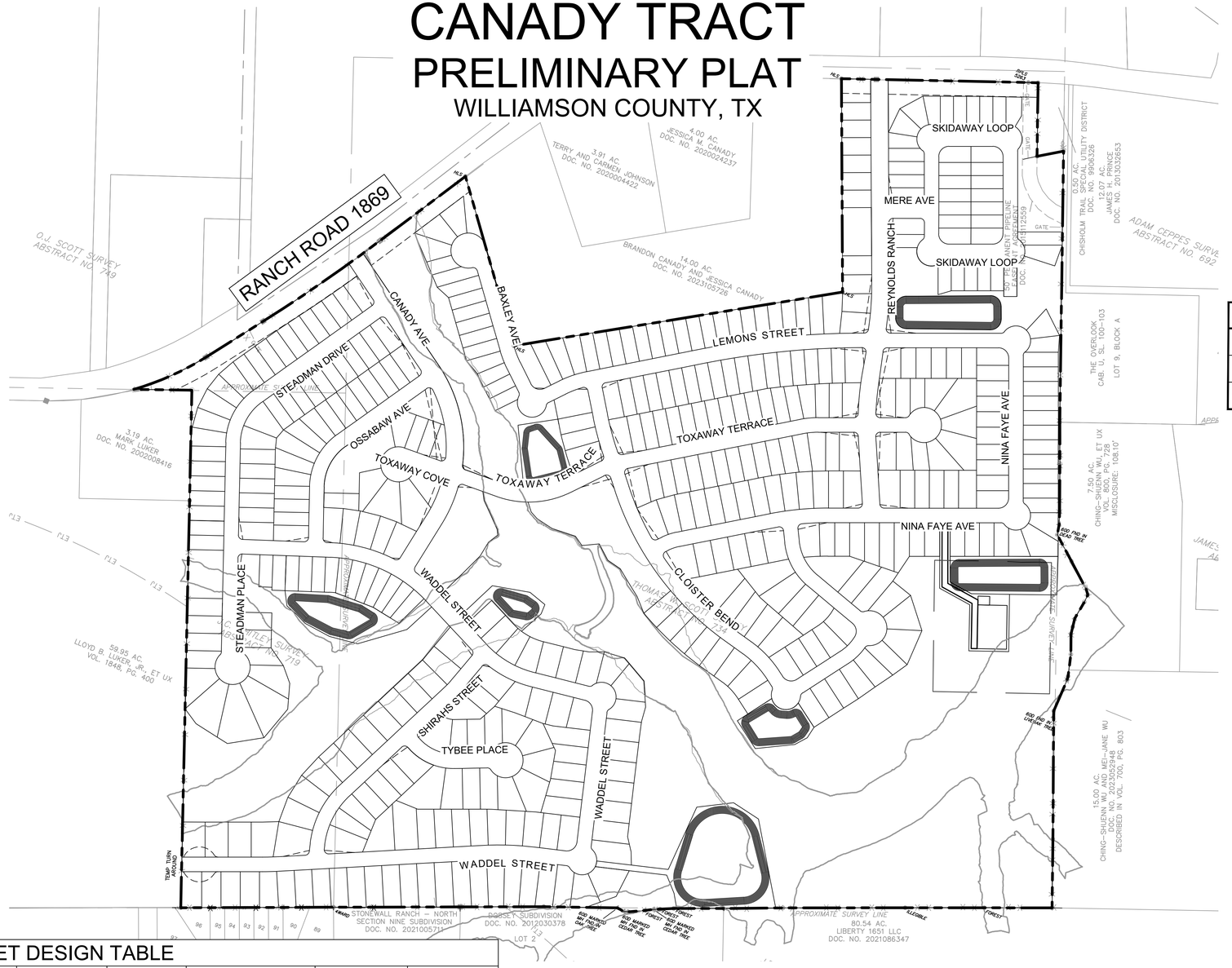
Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	08/14/2025 11:44 AM
Form Started By: Adam Boatright		Started On: 08/14/2025 11:32 AM
Final Approval Date: 08/14/2025		

CANADY TRACT
PRELIMINARY PLAT
WILLIAMSON COUNTY, TX



VICINITY MAP



LEGEND	
	PROPERTY BOUNDARY
100YR	ATLAS 14 - 100-YR PROPOSED FLOODPLAIN PER GEI STUDY, JANUARY 2024
ETJ	LIBERTY HILL ETJ

OWNER:
SAPELO LIBERTY HILL, LP
CONTACT: JUSTIN REYNOLDS
EMAIL: JUSTIN.REYNOLDS@SAPELOGROUP.COM
PHONE: (512) 470-9297
1608 W 5TH STREET
SUITE 240
AUSTIN, TX 78703

ENGINEER:
CHELSEA OSBOURN, PE
GRAY ENGINEERING INC.
8834 N. CAPITAL OF TEXAS HWY.
SUITE 140
AUSTIN, TX 78759
PHONE: (512) 452-0371
FAX: (512) 454-9933

SURVEYOR:
G&R SURVEYING, LLC
CONTACT: RUSS STAPLETON.
EMAIL: DRSTAPLETON@GRSURVEYING.COM
PHONE: (512) 844-4504
1805 OUDA DRIVE
AUSTIN, TEXAS 78728

TOTAL NUMBER OF LOTS:
NO. OF BLOCKS: 12
NO. OF 45' LOTS: 186
NO. OF 50' LOTS: 105
NO. OF 60' LOTS: 131
NO. OF 70' LOTS: 34
NO. OF SINGLE FAMILY LOTS: 456
NO. NON RESIDENTIAL LOTS: 21

TOTAL LINEAR FOOTAGE OF STREETS: 19728 LF

TOTAL ACREAGE: 156.531AC

ORIGINAL SUBMITTAL DATE: FEBRUARY 14TH, 2025

Sheet List Table	
Sheet Number	Sheet Title
1	COVER SHEET
2	PRELIMINARY PLAT (SHEET 1 OF 2)
3	PRELIMINARY PLAT (SHEET 2 OF 2)
4	EXISTING DRAINAGE AREA MAP
5	PROPOSED DRAINAGE AREA MAP
6	PROPOSED UTILITIES (SHEET 1 OF 2)
7	PROPOSED UTILITIES (SHEET 2 OF 2)
8	PRELIMINARY TABLES

NOTES:
1. ALL SIDEWALKS SHALL BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.
2. ALL NON-RESIDENTIAL LOTS SHALL BE OWNED AND MAINTAINED BY THE MUD.
3. THIS SUBDIVISION IS VESTED TO THE WILLIAMSON COUNTY SUBDIVISION REGULATIONS DATED DECEMBER 7, 2021.
4. NO LOTS SMALLER THAN 50' IN WIDTH SHALL BE FURTHER SUBDIVIDED. INCLUDED THE FOLLOWING LOTS: BLOCK A, LOTS: 1-15, BLOCK B, LOTS: 1-23, BLOCK C, LOTS: 1-37, BLOCK D, LOTS 1-14, 16 AND 17, 18-25, BLOCK E, LOTS: 1-14, BLOCK F, LOTS: 1-15, BLOCK I, LOTS: 1-13, 20-36, BLOCK J, LOTS: 11-13, BLOCK K, LOTS: 2-14, 38-50.
5. THE FRONT BUILDING SETBACK LINE ON ALL PUBLIC ROADS SHALL BE 25 FEET FROM THE EDGE OF THE RIGHT-OF-WAY, 10 FEET FROM THE BACK OF LOT LINE AND 5 FEET FROM THE SIDES OF LOT LINES. CORNER LOTS WILL BE 15 FT ON THE RIGHT-OF-WAY SIDE INSTEAD OF 5 FEET. THE BUILDING SETBACK LINE ON MAJOR HIGHWAYS AND ROADS SHALL BE 50 FEET FROM THE EDGE OF THE RIGHT-OF-WAY. (WCSR F1.2)
6. UTILITY PROVIDERS WILL BE:
   ELECTRICAL: ONCOR
   TELECOM: TIME WARNER CABLE / AT&T
   WATER: GEORGETOWN UTILITY SYSTEM
   WASTEWATER: WILLIAMSON COUNTY MUD NO. 61.
7. NO PORTION OF 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 MAP, COMMUNITY PANEL NO. 48491C0245F, EFFECTIVE DATE DECEMBER 20, 2019 FOR WILLIAMSON COUNTY, TEXAS
8. THE PURPOSE OF THIS PRELIMINARY PLAT IS TO SHOW THE PROPOSED IMPROVEMENTS TO THE OWNER'S PROPERTY, INCLUDING THE EXISTING TOPOGRAPHY, TO EVALUATE THE EXISTING AND PROPOSED DRAINAGE PATTERS.
9. A FINAL PLAT WILL NOT BE APPROVED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT FOR ANY PORTION OF THIS PRELIMINARY PLAT (A "PHASE") UNTIL THE OWNER HAS OBTAINED AND PROVIDED TO THE COUNTY EVIDENCE THAT IT HAS OBTAINED APPROPRIATE PERMIT FROM THE TCEQ TO DISPOSE OF WASTEWATER FOR THE BUILD-OUT OF THE PHASE AND PLANS AND SPECIFICATIONS FOR THE PROPOSED WASTEWATER COLLECTION AND TREATMENT FACILITIES FOR THE PHASE SHALL BE APPROVED BY ALL ENTITIES HAVING JURISDICTION OVER THE PROPOSED PROJECT.

STREET DESIGN TABLE

STREET NAME	CLASSIFICATION	DESIGN SPEED	LENGTH	ROW WIDTH	PAVEMENT WIDTH	RURAL/URBAN	MAINTENANCE AUTHORITY	DRANIAGE TYPE	SIDEWALK
CANADY AVE	MINOR COLLECTOR	35 MPH	1214	60'	40' F-F	URBAN	WILCO MUD 61	CURB & GUTTER	4' BOTH SIDES
REYNOLDS RANCH	MINOR COLLECTOR	35 MPH	1498	60'	40' F-F	URBAN	WILCO MUD 61	CURB & GUTTER	4' BOTH SIDES
NINA FAYE AVE	LOCAL	25 MPH	1886	50'	33' F-F	URBAN	WILCO MUD 61	CURB & GUTTER	4' BOTH SIDES
TOXAWAY TERRACE	LOCAL	25 MPH	1662	50'	33' F-F	URBAN	WILCO MUD 61	CURB & GUTTER	4' BOTH SIDES
TOXAWAY COVE	LOCAL	25 MPH	184	50'	33' F-F	URBAN	WILCO MUD 61	CURB & GUTTER	4' BOTH SIDES
WADDEL STREET	LOCAL	25 MPH	3370	50'	33' F-F	URBAN	WILCO MUD 61	CURB & GUTTER	4' BOTH SIDES
CLOISTER BEND	LOCAL	25 MPH	2174	50'	33' F-F	URBAN	WILCO MUD 61	CURB & GUTTER	4' BOTH SIDES
MERE AVE	LOCAL	25 MPH	176	50'	33' F-F	URBAN	WILCO MUD 61	CURB & GUTTER	4' BOTH SIDES
SKIDAWAY LOOP	LOCAL	25 MPH	1310	50'	33' F-F	URBAN	WILCO MUD 61	CURB & GUTTER	4' BOTH SIDES
STEADMAN DRIVE	LOCAL	25 MPH	1086	50'	33' F-F	URBAN	WILCO MUD 61	CURB & GUTTER	4' BOTH SIDES
STEADMAN PLACE	LOCAL	25 MPH	430	50'	33' F-F	URBAN	WILCO MUD 61	CURB & GUTTER	4' BOTH SIDES
OSSABAW AVE	LOCAL	25 MPH	791	50'	33' F-F	URBAN	WILCO MUD 61	CURB & GUTTER	4' BOTH SIDES
TYBEE PLACE	LOCAL	25 MPH	376	50'	33' F-F	URBAN	WILCO MUD 61	CURB & GUTTER	4' BOTH SIDES
BAXLEY AVE	LOCAL	25 MPH	563	50'	33' F-F	URBAN	WILCO MUD 61	CURB & GUTTER	4' BOTH SIDES
LEMONS STREET	LOCAL	25 MPH	1686	50'	33' F-F	URBAN	WILCO MUD 61	CURB & GUTTER	4' BOTH SIDES
SHIRAHS STREET	LOCAL	25 MPH	946	50'	33' F-F	URBAN	WILCO MUD 61	CURB & GUTTER	4' BOTH SIDES
			19728						

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TBPELS FIRM #2946
GRAY ENGINEERING

NO.	BY	DATE	REVISION DESCRIPTION

COVER SHEET

CANADY TRACT
PRELIMINARY PLAN
WILLIAMSON COUNTY, TX

PROJECT NO: 11800
DESIGNED BY: CLO
DRAWN BY: TM
CHECKED BY: CR

NOTICE:
ALTERATION OF A SEALED DRAWING WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS A VIOLATION OF THE TEXAS ENGINEERING PRACTICE ACT.

STATE OF TEXAS
CHELSEA OSBOURN
140080
LICENSED PROFESSIONAL ENGINEER
08/20/2025

H:\PROJECTS\11743 - SAPELO LIBERTY HILL LP\11800 CANADY TRACT (+-180AC)\CAD\SHEETS\11800-C-PREL-COVR.DWG DATE: 8/14/2025 7:05:14 AM BY: COSBOURN



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GRAY ENGINEERING

NO.	BY	DATE	REVISION DESCRIPTION

PRELIMINARY PLAT (SHEET 1 OF 2)

CANADY TRACT
PRELIMINARY PLAN
WILLIAMSON COUNTY, TX

PROJECT NO: 11800

DESIGNED BY: CLO

DRAWN BY: TM

CHECKED BY: CR

NOTICE:
ALTERATION OF A SEALED DRAWING WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS A VIOLATION OF THE TEXAS ENGINEERING PRACTICE ACT.

STATE OF TEXAS
CHELSEA OSBOURN
140080
LICENSED PROFESSIONAL ENGINEER
09/18/2025

SHEET 2 OF 8

H:\PROJECTS\11743 - SAPELO LIBERTY HILL\DR\11800 CANADY TRACT (~158AC)\CAD\SHEETS\11800-C-PREL-OVRL.DWG DATE: 9/13/2025 9:56:55 AM BY: TSHOOK

MATCHLINE TO SHEET 2

SCALE: 1" = 100'
GRAPHIC SCALE IN FEET
0 50' 100' 200'

LEGEND

- PROPERTY BOUNDARY
- SECTION BOUNDARY
- PROPOSED STREET CENTERLINE
- PROPOSED LOT LINE
- BUILDING SETBACK
- 100YR — ATLAS 14 - 100-YR PROPOSED FLOODPLAIN PER GEI STUDY, JANUARY 2024
- PROPOSED MAILBOX KIOSK
- PROPOSED SIDEWALK
- ETJ — LIBERTY HILL ETJ

CLOISTER BEND (50' ROW)
TOXAWAY TERRACE (50' ROW)
LEMONS STREET (50' ROW)
NINA FAYE AVE (50' ROW)
REYNOLDS RANCH (60' ROW)
MERE AVE (50' ROW)
SKIDAWAY LOOP (50' ROW)
CLOISTER BEND (60' ROW)

101 OS/DE 0.57 AC.
100 DRAINAGE LOT 2.50 AC.
71 DRAINAGE LOT 0.66 AC.
70 OS/DE 30.03 AC.
48 WWTP 0.87 AC.
47 DRAINAGE LOT 1.06 AC.
28 OS/DE 2.75 AC.
28 OS/DE 0.38 AC.
35 O.S. 0.19 AC.
15 O.S. 1.90 AC.

50' PERMANENT PIPELINE EASEMENT AGREEMENT DOC. NO. 2015112559

50' SETBACK

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GRAY ENGINEERING

NO.	BY	DATE	REVISION DESCRIPTION

PRELIMINARY PLAT
(SHEET 2 OF 2)

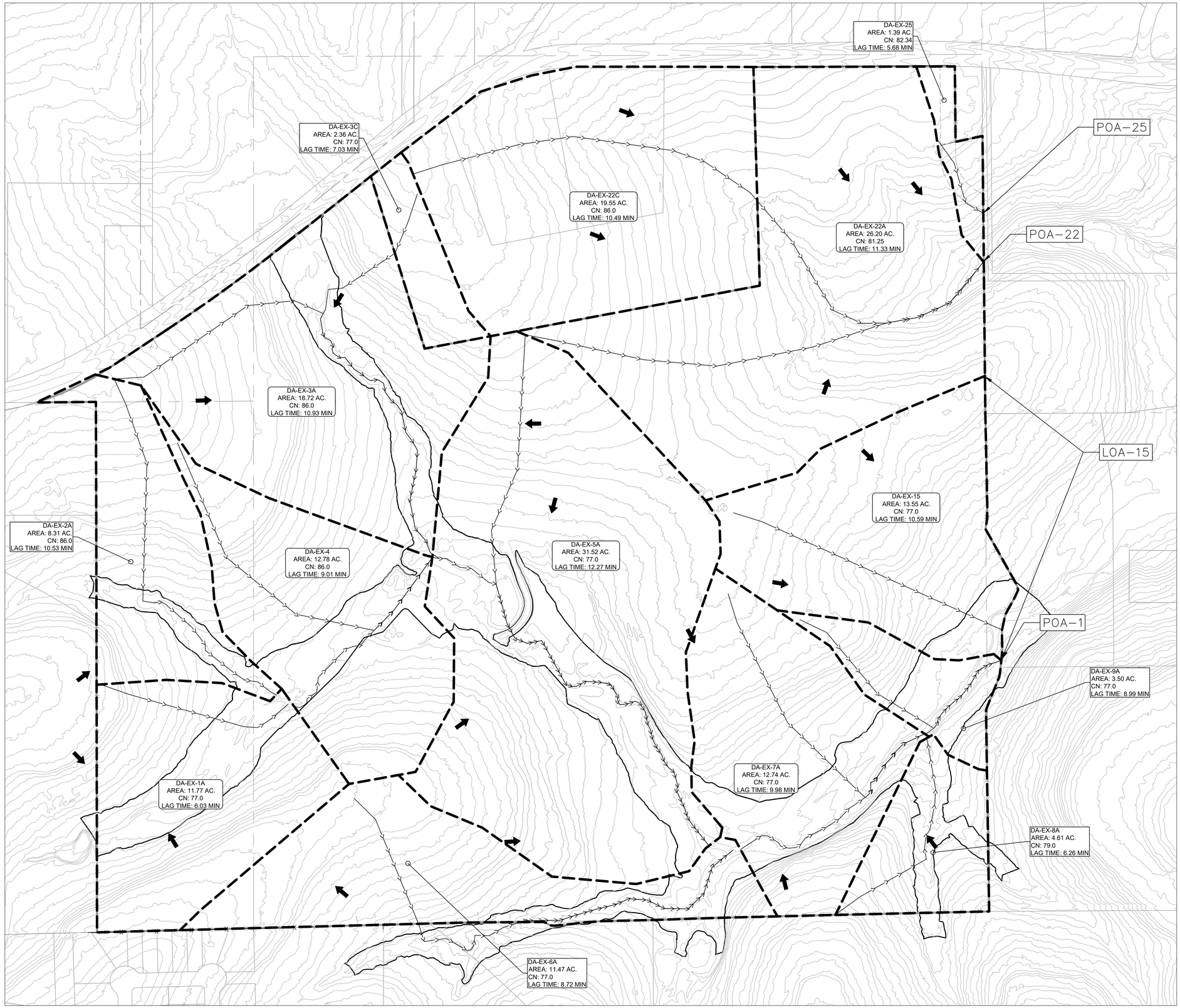
CANADY TRACT
PRELIMINARY PLAN
WILLIAMSON COUNTY, TX

PROJECT NO: 11800
DESIGNED BY: CLO
DRAWN BY: TM
CHECKED BY: CR

NOTICE:
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STATE OF TEXAS
CHELSEA OSBOURN
140080
LICENSED PROFESSIONAL ENGINEER
08/25/2025

H:\PROJECTS\1743 - SAPELO LIBERTY HILL\DP\11800 CANADY TRACT (+-158AC)\CAD\SHEETS\11800-C-PREL-OVRL.DWG DATE: 8/13/2025 9:57:10 AM BY: TSHOOK



SCALE: 1" = 200'
GRAPHIC SCALE IN FEET
0 200' 400' 800'

LEGEND

- PROPERTY BOUNDARY
- PROPOSED LOT LINE
- DRAINAGE BASIN
- FLOW DIRECTION
- ATLAS 14 100-YR EXISTING FLOODPLAIN OPPOSUM CREEK PER STUDY BY GRAY ENGINEERING, INC., DECEMBER 2024
- LAG TIME FLOW PATH
- MAJOR ELEV. CONTOUR
- MINOR ELEV. CONTOUR

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GRAY ENGINEERING

NO.	BY	DATE	REVISION DESCRIPTION

EXISTING HYDROLOGY MAP

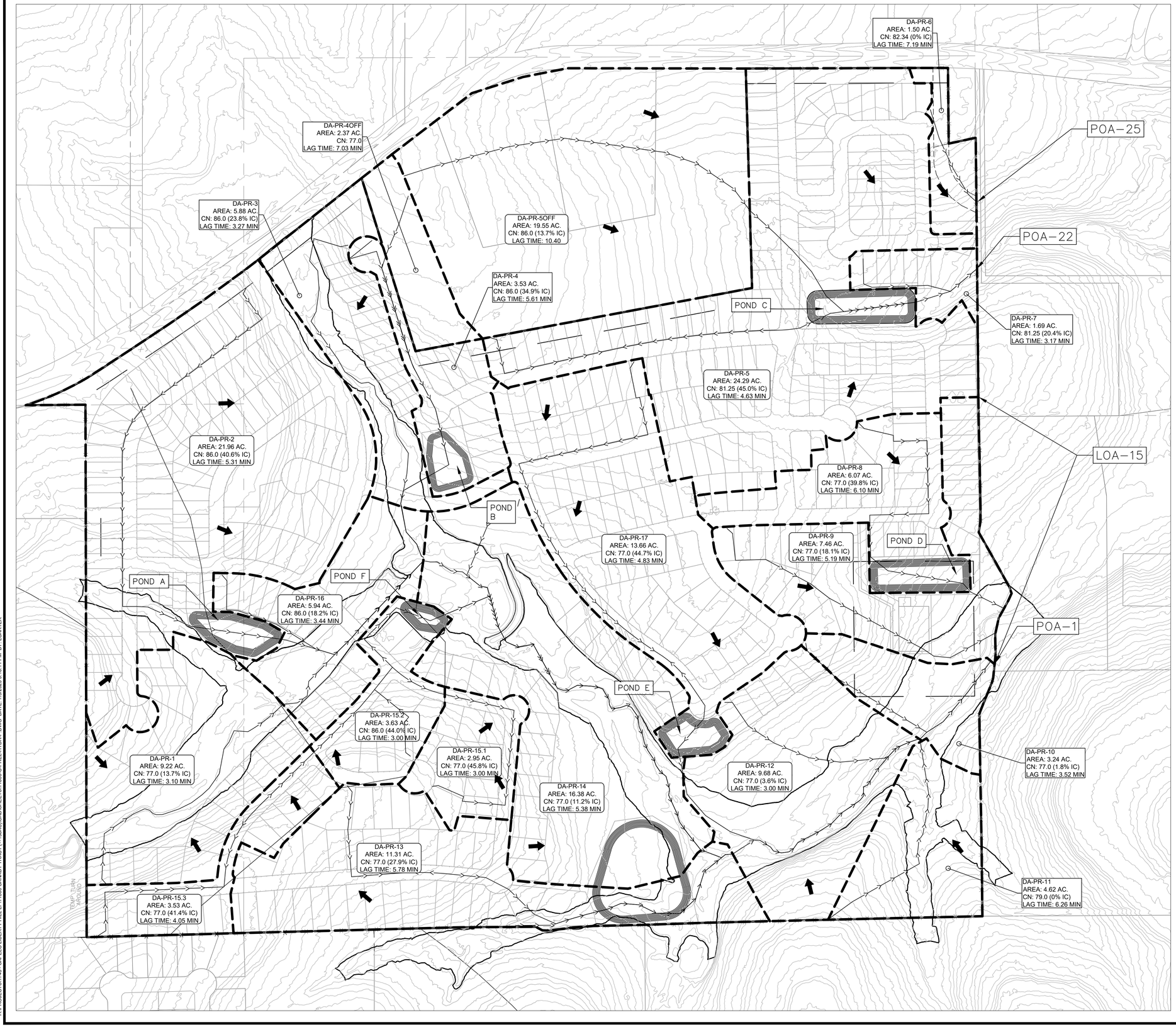
CANADY TRACT
PRELIMINARY PLAN
WILLIAMSON COUNTY, TX

PROJECT NO: 11800
DESIGNED BY: CLO
DRAWN BY: TM
CHECKED BY: CR

NOTICE:
ALTERATION OF A SEALED DRAWING WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS A VIOLATION OF THE TEXAS ENGINEERING PRACTICE ACT.

STATE OF TEXAS
CHELSEA OSBOURN
140080
LICENSED PROFESSIONAL ENGINEER
07/30/2025

H:\PROJECTS\1743 - SAPELO LIBERTY HILL LP\11800 CANADY TRACT (+-158AC)\CAD\SHEETS\11800-C-PREL-HYDR-E.DWG DATE: 7/30/2025 3:18:28 PM BY: LCARTER



SCALE: 1" = 200'
GRAPHIC SCALE IN FEET
0 200' 400' 800'

LEGEND	
	PROPERTY BOUNDARY
	PROPOSED LOT LINE
	DRAINAGE BASIN
	FLOW DIRECTION
	ATLAS 14 100-YR EXISTING FLOODPLAIN OPPOSUM CREEK PER STUDY BY GRAY ENGINEERING, INC., DECEMBER 2024
	LAG TIME FLOW PATH
	MAJOR ELEV. CONTOUR
	MINOR ELEV. CONTOUR

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GRAY ENGINEERING

NO.	BY	DATE	REVISION DESCRIPTION

PROPOSED HYDROLOGY MAP

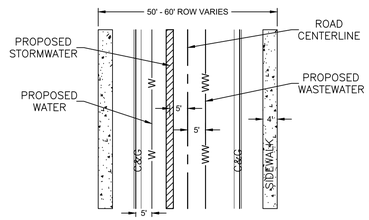
CANADY TRACT
PRELIMINARY PLAN
WILLIAMSON COUNTY, TX

PROJECT NO: 11800
DESIGNED BY: CLO
DRAWN BY: TM
CHECKED BY: CR

NOTICE:
ALTERATION OF A SEALED DRAWING WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS A VIOLATION OF THE TEXAS ENGINEERING PRACTICE ACT.

STATE OF TEXAS
CHELSEA OSBOURN
140080
LICENSED PROFESSIONAL ENGINEER
07/08/2025

H:\PROJECTS\11743 - SAPELO LIBERTY HILL LP\11800 CANADY TRACT (+/-58AC)\CAD\SHEETS\11800-C-PREL-HYDR-P.DWG DATE: 7/3/2025 3:18:11 PM BY: LCARTER



TYPICAL UTILITY ASSIGNMENT
DETAIL N.T.S.

SCALE: 1" = 100'
GRAPHIC SCALE IN FEET
0 50' 100' 200'

LEGEND

- PROPERTY BOUNDARY
- MAJOR ELEV. CONTOUR
- MINOR ELEV. CONTOUR
- W — PROPOSED WATERLINE
- WW — PROPOSED WASTEWATER LINE
- PROPOSED MANHOLE
- 100YR — ATLAS 14 - 100-YR PROPOSED FLOODPLAIN PER GEI STUDY, JANUARY 2024
- ETJ — WILLIAMSON COUNTY ETJ

TEMP TURN AROUND
STEADMAN DRIVE
WADDEL STREET
JEKYLL COVE
TYBEE AVE
OSSABAW AVE
CANADY AVE
BAXLEY AVE
CLOISTER COVE
RANCH ROAD 1869 (FM NO. 1869 R.O.W.)
8" WATER LINE
8" WASTEWATER LINE
12" WATER LINE
16" EXISTING WATER LINE
N20° 45' 23"W 1395.78
N20° 50' 04"W 378.56
N39° 43' 51"W 197.00'
S68° 49' 35"W 199.01
S67° 49' 46"W 394.17
S67° 45' 46"W 173.56
S67° 51' 42"W 434.03
S67° 49' 56"W 295.02
S68° 57' 39"W 290.09
N8° 37' 59"W 14.40
S71° 37' 59"W 14.40
N30° 59' 53"W 1366.12
N59° 45' 55"W 92.43
S37° 57' 55"E 604.03'
MATCHLINE TO SHEET 7

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GRAY ENGINEERING

NO.	BY	DATE	REVISION DESCRIPTION

PROPOSED UTILITIES
(SHEET 1 OF 2)

CANADY TRACT
PRELIMINARY PLAN
WILLIAMSON COUNTY, TX

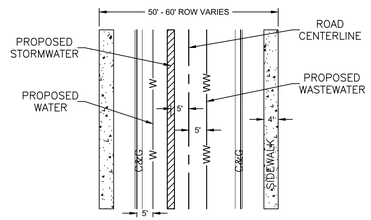
PROJECT NO: 11800
DESIGNED BY: CLO
DRAWN BY: TM
CHECKED BY: CR

NOTICE:
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STATE OF TEXAS
CHELSEA OSBOURN
140080
LICENSED PROFESSIONAL ENGINEER
08/12/2025

SHEET 6 OF 8

H:\PROJECTS\11743 - SAPELO LIBERTY HILL LP\11800 CANADY TRACT (+-180AC)\CAD\SHEETS\11800-C-PREL-UTIL.DWG DATE: 8/13/2025 9:59:39 AM BY: KYATES



TYPICAL UTILITY ASSIGNMENT DETAIL N.T.S.

SCALE: 1" = 100'

GRAPHIC SCALE IN FEET

0 50' 100' 200'

LEGEND	
	PROPERTY BOUNDARY
	MAJOR ELEV. CONTOUR
	MINOR ELEV. CONTOUR
W	PROPOSED WATERLINE
WW	PROPOSED WASTEWATER LINE
	PROPOSED MANHOLE
FEMA	ATLAS 14 - 100-YR PROPOSED FLOODPLAIN PER GEI STUDY, JANUARY 2024
ETJ	WILLIAMSON COUNTY ETJ

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GRAY ENGINEERING

NO.	BY	DATE	REVISION DESCRIPTION

PROPOSED UTILITIES (SHEET 2 OF 2)

CANADY TRACT PRELIMINARY PLAN WILLIAMSON COUNTY, TX

PROJECT NO: 11800

DESIGNED BY: CLO

DRAWN BY: TM

CHECKED BY: CR

NOTICE:
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STATE OF TEXAS
CHELSEA OSBOURN
140080
LICENSED PROFESSIONAL ENGINEER
08/19/2025

SHEET 7 OF 8

H:\PROJECTS\11743 - SAPELO LIBERTY HILL LP\11800 CANADY TRACT (~159AC)\CAD\SHEETS\11800-C-PREL-UTIL.DWG DATE: 8/13/2025 10:00:01 AM BY: KYATES

LINE TABLE

LINE	BEARING	DISTANCE
L1	N57°03'25"E	92.20'
L2	S22°03'43"E	141.14'
L3	S21°41'10"E	168.03'
L4	S20°12'58"E	40.40'
L5	S11°46'39"E	36.86'
L6	S50°07'28"E	102.90'
L7	S49°41'28"E	107.32'
L8	S39°22'01"E	20.78'
L9	S03°39'12"W	27.29'
L10	S08°12'39"W	65.27'
L11	S08°15'19"E	29.93'
L12	S08°15'19"E	25.23'
L13	S21°37'05"E	69.52'
L14	S14°47'18"E	76.16'
L15	S06°22'21"E	13.50'
L16	S01°17'43"W	114.50'
L17	S20°07'34"E	21.28'
L18	S64°59'39"W	46.76'
L19	S65°51'24"W	22.30'
L20	S60°44'58"W	28.22'
L21	S63°32'13"W	59.25'
L22	S71°37'59"W	14.40'
L23	N83°11'04"W	25.71'

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GRAY ENGINEERING

NO.	BY	DATE	REVISION DESCRIPTION

TABLES

CANADY TRACT
PRELIMINARY PLAN
WILLIAMSON COUNTY, TX

PROJECT NO: 11800

DESIGNED BY: CLO

DRAWN BY: TM

CHECKED BY: CR

NOTICE:
ALTERATION OF A SEALED DRAWING WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS A VIOLATION OF THE TEXAS ENGINEERING PRACTICE ACT.

STATE OF TEXAS
CHELSEA OSBOURN
140080
LICENSED PROFESSIONAL ENGINEER
08/19/2025

H:\PROJECTS\11743...SAPELO LIBERTY HILL LP\11800 CANADY TRACT (+-180AC)\CAD\SHEETS\11800-C-PREL-TABLES.DWG DATE: 8/13/2025, 10:00:08 AM BY: TSHOCK

Commissioners Court - Regular Session **36.**

Meeting Date: 08/19/2025

Preliminary plat for the Replat of Lots 20 through 22 of Section 3 of the Lost River Ranches subdivision – Pct 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 approval of the preliminary plat for the Replat of Lots 20, 21, and 22 of Section 3 of the Lost River Ranches subdivision – Precinct 3.

Background

This proposed subdivision consists of 8 single-family lots and no new public roads on 22.19 acres.

Timeline
2024-03-07 – initial submittal of the preliminary plat
2024-04-05 – 1st review complete with comments
2024-05-14 – 2nd submittal of preliminary plat
2024-05-28 – 2nd review complete with comments
2024-06-19 – 3rd submittal of preliminary plat
2024-07-03 – 3rd review complete with comments
2024-08-23 – 4th submittal of preliminary plat
2024-09-05 – 4th review complete with minor comments
2024-09-06 – 5th submittal of preliminary plat
2024-09-11 – 5th review complete with clear comments
2024-09-12 – preliminary plat placed on the September 17, 2024, Commissioners Court agenda for consideration (item was pulled from the agenda)
2025-07-07 – 6th submittal of preliminary plat
2025-07-23 – 6th review complete with minor comments
2025-08-13 – 7th submittal of preliminary plat
2025-08-13 – 7th review complete with clear comments
2025-08-14 – preliminary plat placed on the August 19, 2025, Commissioners Court agenda for consideration

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Fiscal Impact

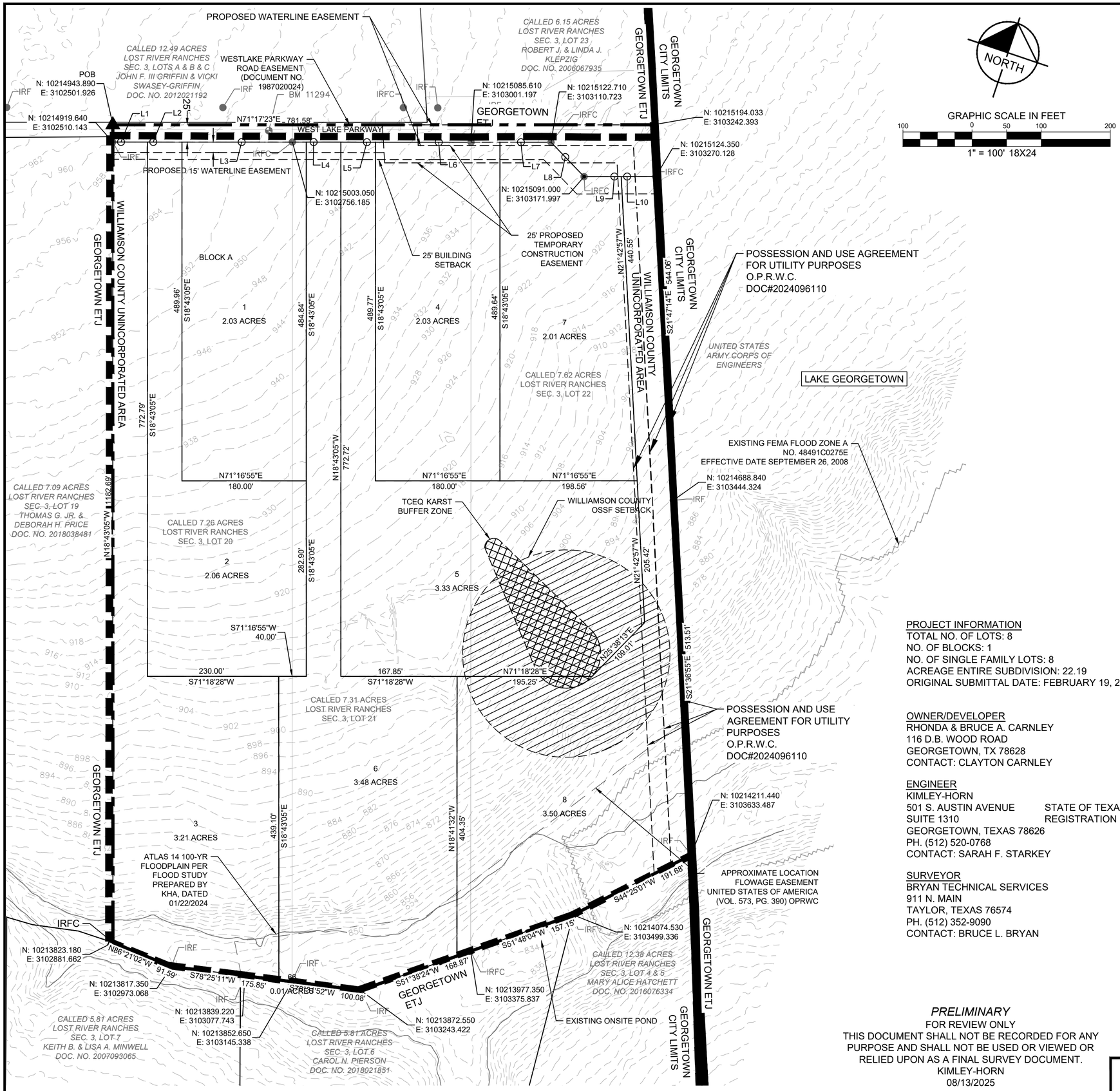
From/To	Acct No.	Description	Amount

Attachments

Prelim Plat - Lost River Ranches Sec 3 Lot 20-22

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	08/14/2025 11:47 AM
Form Started By: Adam Boatright		Started On: 08/14/2025 11:40 AM
Final Approval Date: 08/14/2025		

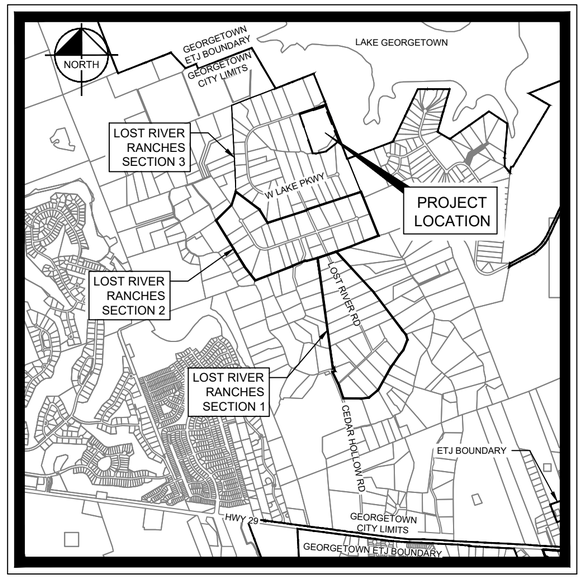


NORTH

GRAPHIC SCALE IN FEET

100 0 50 100 200

1" = 100' 18X24



VICINITY MAP

SCALE: 1" = 3,000'

BENCHMARKS:

BM-11294: COTTON GEAR SPINDLE SET, APPROXIMATELY 0.7 FEET NORTH OF THE EDGE OF ASPHALT OF WEST LAKE PARKWAY, AND APPROXIMATELY 8.5 FEET SOUTH OF THE PROPOSED CENTERLINE OF WEST LAKE PARKWAY.
NORTHING: 10215008.644
EASTING: 3102719.586
ELEV: 952.227

LEGEND

OPRWC	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY
IRFC	IRON ROD FOUND WITH CAP
IRF	IRON ROD FOUND
	ROW
632	EXISTING CONTOUR
	PROPOSED LOT LINE
	ACCESS EASEMENT
	ATLAS 14 100-YEAR FLOOD PLAIN
	EXISTING FEMA FLOOD ZONE A
	BUILDING SETBACK
	TCEQ BUFFER ZONE
	WILLIAMSON COUNTY BUFFER ZONE

PROJECT INFORMATION
TOTAL NO. OF LOTS: 8
NO. OF BLOCKS: 1
NO. OF SINGLE FAMILY LOTS: 8
ACREAGE ENTIRE SUBDIVISION: 22.19
ORIGINAL SUBMITTAL DATE: FEBRUARY 19, 2024

OWNER/DEVELOPER
RHONDA & BRUCE A. CARNLEY
116 D.B. WOOD ROAD
GEORGETOWN, TX 78628
CONTACT: CLAYTON CARNLEY

ENGINEER
KIMLEY-HORN
501 S. AUSTIN AVENUE
SUITE 1310
GEORGETOWN, TEXAS 78626
PH. (512) 520-0768
CONTACT: SARAH F. STARKEY
STATE OF TEXAS
REGISTRATION NO. F-928

SURVEYOR
BRYAN TECHNICAL SERVICES
911 N. MAIN
TAYLOR, TEXAS 76574
PH. (512) 352-9090
CONTACT: BRUCE L. BRYAN

PRELIMINARY
FOR REVIEW ONLY
THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT.
KIMLEY-HORN
08/13/2025

FOR REVIEW
THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF REVIEW UNDER THE AUTHORITY OF SARAH F. STARKEY, P.E. REG. #145662 ON 08/13/2025.
IT IS NOT TO BE USED FOR BIDDING, PERMIT, OR CONSTRUCTION.

PRELIMINARY PLAT OF
REPLAT OF LOTS 20, 21, AND 22 OF SECTION 3 OF LOST RIVER RANCHES SUBDIVISION, A PRIVATE SUBDIVISION

BEING 22.19 ACRE SUBDIVISION SITUATED IN THE A. H. PORTER SURVEY, ABSTRACT 490 WILLIAMSON COUNTY, TEXAS

Kimley»Horn

501 S. AUSTIN AVENUE, SUITE 1310 GEORGETOWN, TEXAS 78626 | STATE OF TEXAS REGISTRATION # F-928 | TEL. NO. (512) 520-0768 WWW.KIMLEY-HORN.COM

SCALE	DRAWN BY	CHECKED BY	DATE	PROJECT NO.	SHEET NO.
1" = 100'	KAB	SFS	08/13/2025	069412700	1 OF 2

DWG NAME: K:\GEO_CIVIL\069412700 - LOST RIVER RANCHES\CAD\PRELIMINARY\PLANSHEETS\C-PRELIM PLAN.DWG PLOTTED BY GRANADOS, ALEX 8/13/2025 12:07 PM LAST SAVED 7/28/2025 8:38 AM

LEGAL DESCRIPTION:

DESCRIPTION OF A 22.19 ACRE TRACT OF LAND LOCATED IN THE A.H. PORTER SURVEY, ABSTRACT 490, WILLIAMSON COUNTY, TEXAS, BEING ALL OF LOTS 20, 21, AND 22, LOST RIVER RANCHES SECTION 3 SUBDIVISION, RECORDED IN CABINET I, SLIDE 235, RECORDED AS DOCUMENT NO. 1987020024, OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 22.19 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A CALCULATED CORNER IN THE CENTER OF WEST LAKE PARKWAY, SAME BEING THE NORTHWEST CORNER OF SAID "LOT 20" AND THE NORTHEAST CORNER OF A CALLED "LOT 19, SECTION 3 OF LOST RIVER RANCHES, SECTION ONE, TWO, AND THREE", A SUBDIVISION IN WILLIAMSON COUNTY, RECORDED IN CABINET I, SLIDE 235, PLAT RECORDS OF WILLIAMSON COUNTY, SAME BEING THE NORTHEAST CORNER OF SUBJECT TRACT:

THENCE NORTH 71° 17' 23" EAST, ALONG THE CENTER LINE OF WEST LAKE PARKWAY AND THE NORTH LINE OF SAID "LOTS 20, 21, 22", AT 259.81 FEET A FOUND 1/2" IRON ROD FOUND (CAPPED TLS) LIES 24.92 FEET RIGHT (AS MEASURED IN A PERPENDICULAR FASHION), AT 518.36 FEET A FOUND 1/2" IRON ROD FOUND LIES 25.32 FEET RIGHT (AS MEASURED IN A PERPENDICULAR FASHION), AT 633.99 FEET A FOUND 1/2" IRON ROD FOUND LIES 25.32 FEET RIGHT (AS MEASURED IN A PERPENDICULAR FASHION), AT 681.85 FEET A FOUND 1/2" IRON ROD FOUND (CAPPED TLS) LIES 75.00 FEET RIGHT (AS MEASURED IN A PERPENDICULAR FASHION) AND CONTINUING AN ADDITIONAL 99.73 FEET FOR A TOTAL DISTANCE OF **781.58 FEET**, TO A CALCULATED CORNER BEING THE NORTHEAST CORNER OF SAID "LOT 22" AND AN EXTERIOR CORNER OF A TRACT CONVEYED TO THE UNITED STATES OF AMERICA CORPS OF ENGINEERS (PER WCAD), ALSO BEING THE NORTHEAST CORNER OF SUBJECT TRACT;

THENCE SOUTH 21° 47' 14" EAST, ALONG AN EXTERIOR LINE OF SAID UNITED STATES OF AMERICA CORPS OF ENGINEERS TRACT AND THE EAST LINE OF SAID "LOT 22", PASSING A 1/2" IRON ROD FOUND (CAPPED TLS) AT A DISTANCE OF 75.00 FEET, CONTINUING FOR A TOTAL DISTANCE OF **544.06 FEET**, TO A 1/2" IRON ROD FOUND IN AN EXTERIOR LINE OF A SAID UNITED STATES OF AMERICA CORPS OF ENGINEERS TRACT AND THE EAST LINE OF SAID "TRACT 22", BEING AN EXTERIOR CORNER OF BOTH SAID "LOT 22" AND SAID UNITED STATES OF AMERICA CORPS OF ENGINEERS TRACT , ALSO BEING AN EXTERIOR CORNER OF SUBJECT TRACT;

THENCE SOUTH 21° 36' 55" EAST, ALONG AN EXTERIOR LINE OF SAID UNITED STATES OF AMERICA CORPS OF ENGINEERS TRACT AND THE EAST LINE OF SAID "LOT 22", A DISTANCE OF **513.51 FEET**, TO A 1/2" IRON ROD FOUND, BEING THE SOUTHEAST CORNER OF SAID "LOT 22", AN EXTERIOR CORNER SAID UNITED STATES OF AMERICA CORPS OF ENGINEERS TRACT, SAME BEING THE NORTHEAST CORNER OF A CALLED "LOT 5, SECTION 3 OF LOST RIVER RANCHES, SECTION ONE, TWO, AND THREE", A SUBDIVISION IN WILLIAMSON COUNTY, RECORDED IN CABINET I, SLIDE 235, PLAT RECORDS OF WILLIAMSON COUNTY, ALSO BEING THE SOUTHEAST CORNER OF SUBJECT TRACT;

THENCE SOUTH 44° 25' 01" WEST, ALONG A SOUTHERN LINE OF SAID "LOT 22" AND THE NORTH LINE OF SAID "LOT 5", A DISTANCE OF **191.68 FEET**, TO A 1/2" IRON ROD FOUND BEING THE SOUTHWEST CORNER OF SAID "LOT 22" AND THE NORTHWEST CORNER OF SAID "LOT 5", SAME BEING THE NORTHEAST CORNER OF A CALLED "LOT 6, SECTION 3 OF LOST RIVER RANCHES, SECTION ONE, TWO, AND THREE", A SUBDIVISION IN WILLIAMSON COUNTY, RECORDED IN CABINET I, SLIDE 235, PLAT RECORDS OF WILLIAMSON COUNTY", ALSO BEING AN EXTERIOR CORNER OF SUBJECT TRACT;

THENCE SOUTH 51° 48' 04" WEST, ALONG A SOUTHERN LINE OF "LOT 22" AND A NORTHERN LINE OF SAID "LOT 6", A DISTANCE OF **157.15 FEET**, TO A 1/2" IRON ROD FOUND (CAPPED TLS) BEING THE SOUTHWEST CORNER OF SAID "LOT 22" AND THE SOUTHEAST CORNER OF SAID "LOT 21" AND AN EXTERIOR CORNER OF SAID "LOT 6", SAME BEING AN EXTERIOR CORNER OF SUBJECT TRACT;

THENCE SOUTH 51° 38' 24" WEST, ALONG A SOUTHERN LINE OF "LOT 21" AND A NORTHERN LINE OF SAID "LOT 6", A DISTANCE OF **168.87 FEET**, TO A 1/2" IRON ROD FOUND BEING AN EXTERIOR CORNER OF SAID "LOT 21" AND SAID "LOT 6", SAME BEING AN EXTERIOR CORNER OF SUBJECT TRACT;

THENCE SOUTH 78° 31' 52" WEST, ALONG A SOUTHERN LINE OF "LOT 21" AND A NORTHERN LINE OF SAID "LOT 6", A DISTANCE OF **100.08 FEET**, TO A 1/2" IRON ROD FOUND BEING THE SOUTHEAST CORNER OF SAID "LOT 20" AND THE SOUTHWEST CORNER OF SAID "LOT 21", SAME BEING AN EXTERIOR CORNER OF SAID "LOT 6" AND AN EXTERIOR CORNER OF SUBJECT TRACT;

THENCE SOUTH 78° 25' 11" WEST, ALONG A SOUTHERN LINE OF "LOT 20" AND A NORTHERN LINE OF SAID "LOT 6", PASSING THE NORTHWEST CORNER OF SAID "LOT 6" SAME BEING THE NORTHEAST FROM A CALLED "LOT 7, SECTION 3 OF LOST RIVER RANCHES, SECTION ONE, TWO, AND THREE", A SUBDIVISION IN WILLIAMSON COUNTY, RECORDED IN CABINET I, SLIDE 235, PLAT RECORDS OF WILLIAMSON COUNTY, AT A DISTANCE OF 68.92 FEET, CROSSING ONTO A NORTHERN LINE OF SAID "LOT 7" CONTINUING FOR A TOTAL DISTANCE OF **175.85 FEET**, TO A 1/2" IRON ROD FOUND BEING AN EXTERIOR CORNER OF SAID "LOT 20" AND SAID "LOT 7", SAME BEING AN EXTERIOR CORNER OF SUBJECT TRACT;

THENCE NORTH 86° 21' 02" WEST, ALONG A SOUTHERN LINE OF "LOT 20" AND A NORTHERN LINE OF SAID "LOT 6", A DISTANCE OF **91.59 FEET**, TO A 1/2" IRON ROD FOUND BEING THE SOUTHWEST CORNER OF SAID "LOT 20" AND THE SOUTHEAST CORNER OF SAID "LOT 19", SAME BEING AN EXTERIOR CORNER OF SAID "LOT 7" AND THE SOUTHWEST CORNER OF SUBJECT TRACT;

THENCE NORTH 18° 43' 05" WEST, ALONG THE EAST LINE OF SAID "LOT 19" AND THE WEST LINE OF SAID "LOT 21", PASSING A 1/2" IRON ROD FOUND AT A DISTANCE OF 1157.69 FEET, CONTINUING FOR A TOTAL DISTANCE OF **1182.69 FEET**, TO THE **POINT OF BEGINNING**, CONTAINING ACCORDING TO THE DIMENSIONS HEREIN STATED, AN AREA OF **22.194 ACRES**.

WATERSHED STATUS

THIS SITE IS LOCATED IN THE NORTH FORK OF THE SAN GABRIEL RIVER WATERSHED.
THIS SITE IS LOCATED IN THE EDWARDS AQUIFER RECHARGE ZONE AND THE EDWARDS AQUIFER CONTRIBUTING ZONE.

FLOODPLAIN INFORMATION

LOTS WITHIN THIS SUBDIVISION ARE ENCROACHED BY A SPECIAL FLOOD HAZARD AREA INDICATED BY THE 100 YEAR FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY BOUNDARY MAP #48491C0275E FOR WILLIAMSON COUNTY, EFFECTIVE DATE SEPTEMBER 26, 2008.

C10 - DEVELOPMENT NOTES:

C10.1 DRAINAGE MAINTENANCE
MAINTENANCE RESPONSIBILITY FOR DRAINAGE WILL NOT BE ACCEPTED BY THE COUNTY OTHER THAN THAT ACCEPTED IN CONNECTION WITH DRAINING OR PROTECTING THE ROAD SYSTEM. MAINTENANCE RESPONSIBILITY FOR STORM WATER MANAGEMENT CONTROLS WILL REMAIN WITH THE OWNER.

C10.2 UTILITY SERVICE PROVIDERS:
WATER SERVICE IS PROVIDED BY: CITY OF GEORGETOWN
WASTEWATER SERVICE IS PROVIDED BY: ON-SITE SEWAGE FACILITY

C10.3 IMPROVEMENTS WITHIN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS
THE LANDOWNER ASSUMES ALL RISKS ASSOCIATED WITH IMPROVEMENTS LOCATED IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS. BY PLACING ANYTHING IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS, THE LANDOWNER INDEMNIFIES AND HOLDS THE COUNTY, IT'S OFFICERS AND EMPLOYEES HARMLESS FROM ANY LIABILITY OWING TO PROPERTY DEFECTS OR NEGLIGENCE NOT ATTRIBUTABLE TO THEM AND
ACKNOWLEDGES THAT THE IMPROVEMENTS MAY BE REMOVED BY THE COUNTY AND THAT THE OWNER OF THE IMPROVEMENT SHALL BE RESPONSIBLE FOR THE RELOCATION AND/OR REPLACEMENT OF THE IMPROVEMENT.

C10.4 RURAL MAILBOXES
RURAL MAILBOXES SHALL BE SET THREE FEET FROM THE EDGE OF THE PAVEMENT OR BEHIND CURBS, WHEN USED. ALL MAILBOXES WITHIN COUNTY ARTERIAL RIGHT-OF WAY HALL MEET THE CURRENT TXDOT STANDARDS. ANY MAILBOX THAT DOES NOT MEET THIS REQUIREMENT MAY BE REMOVED BY WILLIAMSON COUNTY.

C10.5 REPLATS
EXCEPT AS MAY BE MODIFIED OF HEREON, THIS REPLAT IS SUBJECT TO ALL APPLICABLE PLAT NOTES AND RESTRICTIONS AS SET FORTH IN THE ORIGINAL PLAT OF 20, 21, AND 22 OF SECTION 3 , RECORDED IN CABINET I, SLIDE 235, RECORDED AS DOCUMENT NO. 1987020024 IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY.

C10.6 SIGHT DISTANCE EASEMENTS
NO CONSTRUCTION, PLANTING OR GRADING SHALL BE PERMITTED TO INTERFERE WITH SIGHT DISTANCE EASEMENTS BETWEEN THE HEIGHTS OF THREE AND EIGHT FEET AS MEASURED FROM THE CROWNS OF THE ADJACENT STREETS.

C10.7 SIDEWALK MAINTENANCE
ALL SIDEWALKS WITHIN THIS SUBDIVISION ARE TO BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.

C10.8 IMPERVIOUS COVER
MAXIMUM OF 20% IMPERVIOUS COVER PER LOT, OTHERWISE STORMWATER MANAGEMENT CONTROLS SHALL BE DESIGNED, CONSTRUCTED AND MAINTAINED BY IF IMPERVIOUS COVER IS PROPOSED TO EXCEED MAXIMUM PERCENTAGE ALLOWED, CONTACT WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATION TO REVIEW THE STORMWATER MANAGEMENT CONTROLS PROPOSED ON LOT.

C10.9 MINIMUM FINISHED FLOOR ELEVATION
THE MINIMUM FFE SHALL BE AT LEAST ONE FOOT ABOVE THE ADJACENT FINISHED GRADE AND BFE. EXCEPTIONS CAN BE MADE AT ENTRANCE AND EGRESS POINTS, WHERE NECESSARY, TO MEET THE AMERICANS WITH DISABILITIES ACT (ADA). RECREATIONAL VEHICHLE PARKING PADS MUST ALSO BE PLACED AT LEAST ONE FOOT
ABOVE BFE.

C10.10 PRIVATE SUBDIVISIONS

C10.11 NATURAL DRAINAGE PATTERN/SHEET FLOW SUBDIVISIONS
THIS SUBDIVISION IS DESIGNED TO ALLOW NATURAL DRAINAGE PATTERNS TO SHEET FLOW ACROSS PROPERTIES AND ROADWAYS. PROPERTY GRADING SHALL DIRECT WATER AWAY FROM THE STRUCTURAL FOUNDATION, INCLUDING STORMWATER THAT ORIGINATES ACROSS ROADWAYS. IT IS THE PROPERTY OWNERS RESPONSIBILITY TO ENSURE THAT TOP OF GRASS OR OTHER LANDSCAPING ALONG RIBBON CURB, ON THE DOWNSLOPE SIDE OF THE ROADWAY, DOES NOT OBSTRUCT OR REDIRECT FLOW WITHIN THE RIGHT-OF-WAY. THIS REQUIREMENT APPLIES TO BLOCK A LOTS 1-9.

C10.12 DRIVEWAY MAINTENANCE
DRIVEWAY MAINTENANCE WILL BE THE RESPONSIBILITY OF THE PROPERTY OWNER. IF OBSTRUCTIONS OCCUR WITHIN THE DRIVEWAY CULVERT, THE COUNTY RESERVES THE RIGHT TO CLEAR OBSTRUCTIONS THAT ARE CAUSING ADVERSE IMPACTS TO THE ROADWAY.

C11 - FLOODPLAIN NOTES

C11.1 FLOOD HAZARD AREA
LOTS 4 AND 5 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. #48491C0275E, EFFECTIVE DATE SEPTEMBER, 2008 FOR WILLIAMSON COUNTY, TEXAS.

C11.2.2 NO STRUCTURE OR LAND IN THIS PLAT SHALL HEREAFTER BE LOCATED OR ALTERED WITHOUT FIRST OBTAINING A CERTIFICATE OF COMPLIANCE OR FLOODPLAIN DEVELOPMENT PERMIT FROM THE WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATOR.

C12 – STORMWATER MANAGEMENT NOTES:

C12.3 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.

LINE TABLE		
LINE	LENGTH	BEARING
L1	50.00	S71°19'19.35"W
L2	50.00	S71°19'19.35"W
L3	180.00	S71°19'19.35"W
L4	50.00	S71°19'19.35"W
L5	18.55	S71°19'19.35"W
L6	91.45	S71°19'19.35"W
L7	73.98	S71°19'19.35"W
L8	68.99	N62°38'16.49"W
L9	53.69	S71°13'46.48"W
L10	50.07	S71°13'46.48"W

PRELIMINARY
FOR REVIEW ONLY
THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT.
KIMLEY-HORN
08/13/2025

FOR REVIEW
THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF REVIEW UNDER THE AUTHORITY OF SARAH F. STARKEY, P.E. REG. #145662 ON 08/13/2025.
IT IS NOT TO BE USED FOR BIDDING, PERMIT, OR CONSTRUCTION.

PRELIMINARY PLAT OF
REPLAT OF LOTS 20, 21, AND 22 OF SECTION 3 OF LOST RIVER RANCHES SUBDIVISION

BEING 22.19 ACRE SUBDIVISION SITUATED IN THE A. H. PORTER SURVEY, ABSTRACT 490
WILLIAMSON COUNTY, TEXAS

Kimley»Horn
501 S. AUSTIN AVENUE, SUITE 1310 STATE OF TEXAS TEL. NO. (512) 418-1771
GEORGETOWN, TEXAS 78626 REGISTRATION # F-928 WWW.KIMLEY-HORN.COM

SCALE	DRAWN BY	CHECKED BY	DATE	PROJECT NO.	SHEET NO.
N/A	KAB	SFS	08/13/2025	069412700	2 OF 2

DWG NAME: K:\GEO_CIVIL\069412700 - LOST RIVER RANCHES\CAD\PRELIMINARY\PLANSHEETS\C-PRELIM PLAN.DWG PLOTTED BY GRANADOS, ALEX 8/13/2025 12:08 PM LAST SAVED 7/28/2025 8:38 AM

Commissioners Court - Regular Session **37.**

Meeting Date: 08/19/2025

Authorize Issuing RFSQ #25RFSQ81 for Qualifications for Engineering Services for SH 95 Planning for Road and Bridge 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 authorizing the Purchasing Agent to advertise and receive sealed responses for Qualifications for Engineering Services for SH 95 Planning for Road and Bridge Department, under RFSQ #25RFSQ81.

Background

Williamson County is seeking sealed Qualifications for Engineering Services for SH 95 Planning for Road & Bridge. The estimated budget is $4,000,000.00. The funding source is 2025 LRTP, the Origination ID No. is 3360 and the point of contact is Bob Daigh.

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	08/14/2025 09:45 AM
Form Started By: Vickie Johnson		Started On: 08/13/2025 10:02 AM
Final Approval Date: 08/14/2025		

Commissioners Court - Regular Session **38.**

Meeting Date: 08/19/2025

Approval of the Services and Goods Contract #2025335 with Mobile Communications America, Inc. (MCA) for the Road and Bridge Department

Submitted For: Joy Simonton **Submitted By:** Fernando Ramirez, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action to approve the Contract #2025335 between Mobile Communication America (MCA) and Williamson County for the Road and Bridge Department's purchase and installation of multi-sensor cameras to be installed in the heavy equipment parking area of the Central Maintenance Facility in the amount of $32,382.95 pursuant to DIR Cooperative Contract #DIR-CPO-4494, and authorizing the execution of the agreement.

Background

This project includes the purchase and installation of seven (7) multi-sensor cameras to be installed in the heavy equipment parking area of the Central Maintenance Facility located at 3151 SE Inner Loop in Georgetown. This project will assist the Road and Bridge Department in deterring theft and vandalism of County vehicles and equipment housed in the yard. As DIR terms and conditions are utilized, the confidentiality statement on the vendor quote is negated per vendor's email. They accept that this proposal and pricing will be public knowledge. The funding source for this project is 01.0200.0210.004509. The points of contact for this project are Don Heflin and Jenifer Favreau.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Contract and Quote - Redacted

Form 1295

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	08/14/2025 08:37 AM
Form Started By: Fernando Ramirez		Started On: 08/06/2025 08:02 AM
Final Approval Date: 08/14/2025		

WILLIAMSON COUNTY
SERVICES AND GOODS CONTRACT
MOBILE COMMUNICATIONS AMERICA, INC.
(Q[redacted])

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

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

I.

Services: Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he, she, or it is not an employee of the County. The services include but are not limited to purchase and installation of seven (7) multi-sensor cameras to be installed in the heavy equipment parking area of the Central Maintenance Facility located at 3151 SE Inner Loop in Georgetown as described in the attached **MCA** [redacted] marked as **Exhibit "A,"** which is incorporated herein to the extent that it meets or exceeds the requirements of County's solicitation, if applicable.

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

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

II.

Goods: Service Provider shall supply the County the goods described in Exhibit "A," 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 Exhibit "A,", such additional goods shall be described in a separate written amendment 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 has been signed by both parties.

III.

Effective Date and Term: This Contract shall be in full force and effect as of the date of the last party's execution below and shall continue until the Project Completion Date or when terminated pursuant to this Contract, whichever event occurs first. The Project Completion Date is defined as the date by which all services and obligations outlined in Exhibit "A" shall be fully performed and delivered to the satisfaction of the County. The parties acknowledge and agree that the Project Completion Date is initially set to be on or before September 30, 2025, however this date may be amended at the sole discretion of the County. Upon successful completion of the services as described in Exhibit "A", this contract shall automatically terminate without further obligation from either party, except as otherwise expressly provided herein.

IV.

Consideration and Compensation: Service Provider will be compensated based on a fixed sum as set out in **Exhibit"A"** and in accordance with COOP contract number DIR-CPO-4494. The not-to-exceed amount for the life of this contract shall be **Thirty-Two Thousand, Three Hundred Eighty-Two Dollars and Ninety-Five Cents ($32,382.95)**.

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

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

V.

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

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

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

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

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

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

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

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

VI.

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

VII.

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

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

VIII.

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

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

IX.

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

X.

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

XI.

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

XII.

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

XIII.

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

XIV.

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

XV.

No Assignment: Service Provider may not assign this Contract.

XVI.

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

XVII.

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

XVIII.

Public Information: Service Provider understands that County will comply with Texas Government Code, Chapter 552, the Public Information Act (PIA) as interpreted by judicial ruling and opinions of the Attorney General of the State of Texas. Service Provider further understands that any solicitation, including proposals, quotes, presentations, pricing, references and any supporting documentation, shall become the property of Williamson County and are subject to public disclosure in accordance with the PIA. Service Provider further understands that such documents are made part of the public facing agenda and meeting minutes in open meetings of Commissioners Court. Information, documentation, and other material in connection with this Contract or any resulting contract may be subject to public disclosure pursuant to the Texas PIA.

XIX.

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

XX.

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

XXI.

Authorized Expenses: In the event County authorizes, in advance and in writing, reimbursement of non-labor expenses related to the services subject of this Contract, County will pay such actual non-labor expenses in strict accordance with the Williamson County Vendor Reimbursement Policy (as amended), which is incorporated into and made a part of this Contract by

reference. The Williamson County Vendor Reimbursement Policy can be found at: WilliamsonCountyVendorReimbursementPolicyMarch2023.pdf (wilco.org). Invoices requesting reimbursement for authorized non-labor expenses must be accompanied by copies of the provider's invoice and clearly set forth the actual cost of the expenses, without markup.

XXII.

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

A. This Contract between The County and Service Provider;
B. As described in the attached **MCA Quote** [redacted], marked as **Exhibit "A"**;
C. The cooperative purchasing COOP contract number DIR-CPO-4494, incorporated by reference;
D. Insurance certificates evidencing coverages required herein above and
E. Any Amendments agreed to by both parties.

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

XXIII.

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

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

WILLIAMSON COUNTY:

_____
Authorized Signature

_____
County Judge/Presiding Officer

Date: _____, _____ 20___

MOBILE COMMUNICATIONS AMERICA, INC.:

Barry Downs
Authorized Signature

Barry Downs
Printed Name

Date: July, 30 2025

Exhibit "A"
MCA Quote [redacted]

Williamson County North Campus Facilities

Central Maintenance Facility Video Surveillance Additions

Q[redacted]

Provided By:

Patrick Stevenson

PatrickStevenson@callmc.com

Date:
7/10/2025

Quote:
Q[redacted]

Expiration Date:
10/8/2025

Table of Contents

Scope of Work

Bill of Materials

System Investment

Service Level Agreement (SLA)

Payment Terms

Customer Acceptance

DCJS No.: [redacted]

VA DCJS # 1[redacted]

CONFIDENTIALITY STATEMENT

THIS DOCUMENT CONTAINS INFORMATION THAT IS CONFIDENTIAL PERTAINING TO MOBILE COMMUNICATIONS AMERICA, INC. (MCA), THE SECURITY, FACILITIES, IT AND OTHER DEPARTMENTS OF THE REVIEWING ORGANIZATION. IT SHALL BE NEITHER DUPLICATED NOR DISCLOSED TO ANY PERSON OR PERSONS OUTSIDE THE RESPECTIVE COMPANIES WITHOUT PRIOR WRITTEN CONSENT.

MCA FURTHER AGREES TO MAINTAIN COMPLETE CONFIDENTIALITY AND AGREES ANY INFORMATION FURNISHED WILL BE KEPT IN THE STRICTEST CONFIDENCE. MCA WILL FURTHER NOT DISCLOSE TO ANYONE WHO IS NOT A DIRECT PARTICIPANT IN THE POSSIBLE PROJECT, THE FACT THAT NEGOTIATIONS ARE TAKING PLACE OR ANY TERMS OF THE POSSIBLE TRANSACTION.

Scope of Work

DIR-CPO-4494

Terms and conditions to follow Williamson County and MCA Controlling Terms and Conditions executed on 3/22/2024.

Mobile Communications America (MCA) will provide and install video surveillance additions at Williamson County's Facilities Yard providing coverage of the locked parking areas. These cameras will be added to Williamson County's existin Enterprise base license and servers with the required server storage and bandwidth outlined below. System installation includes hardware, system licenses, and configuration unless otherwise stated.

Video Surveillance System

MCA will furnish and install the following:

- 7 - Genetec Omnicast Enterprise camera licenses
  - Each with one year Advantage
- 7 - Axis P3738-PLE 4x4K multi-sensor cameras
  - Each with appropriate mounting hardware
- All cabling provided will meet Williamson County's cabling requirements
- Initial programming will include:
  - Enrolling the cameras and setting up Axis Object Analytics and basic motion detection
  - One administrative account
  - One view only account
  - Estimated days of storage 30
  - 8MP at H.264 and 12 FPS
  - Calculations are based on 40% motion detection or event recording
  - These additions will require 56TB of raw storage and 430 Mbit/s of bandwidth

The NVR storage capacity is an approximate estimate based on general conditions that MCA does not guarantee. Each device will include the necessary mounting hardware, license and one year manufacturer software license support.

Customer Provided Items

- Electronic drawing files of the plans and approval of device layout
- Individual software administrator logins for personnel at each location for each system
- Assigning different schedules and access levels to the access control doors
- PoE switches and patch panels
- Existing recording server with storage space to accommodate the new devices
- Existing client workstations that meet the system minimal requirements
- Rack space and uninterruptable power supply in the MDF room for rack mount units
- Wall space and 3/4" plywood backboard for wall mount units
- Network configurations for connection of devices to Customer's network
- 120VAC by a certified electrician for all security devices where needed

Engineering

MCA shall provide system design and operational documentation to ensure proper installation and efficient servicing of the system. MCA will provide submittal plans that will show where each device is located at each site. The submittal plans will also include a system matrix, which includes the schedule of each device and the programming setup into the security system software.

Cabling & Wiring

MCA will be responsible to install all the wiring and connections providing communication and/or control between MCA supplied devices and central control equipment. All wires will be dressed in a neat and professional manner.

MCA will not provide conduit required to reach each device. MCA is not responsible for any existing wiring being used. A quote will be provided to the Customer for any wiring that is found to be unusable

Field Devices

MCA will provide all necessary devices and hardware included on the equipment list attached. The devices on the security plans will be installed and programmed into the system according to the system matrix.

MCA is not responsible for any existing devices being reused. If any existing devices are found to be unusable then a quote will be provided to the Customer to replace the device. MCA is not responsible for any damages done from the existing devices being removed. The Customer is responsible to patch and repair any damages done from existing devices removed.

Programming

MCA trained personnel will program the security system to provide a functioning operational system. MCA will support Customer programming personnel and set up remote field panels consistent with manufacturer standards. MCA will program each device according to the system matrix provided in the security plans. If any additional programming or special programming outside the system matrix is needed an approved change order from the Customer is required.

Customer to furnish IP addressing scheme for all devices requiring an IP address on the network. MCA will provide a list of devices that need IP addresses to the Customer.

Rental Equipment

Lift rental is included in this proposal.

Testing

MCA will perform acceptance testing in the presence of the appointed Customer representative to ensure proper operation and communication of all integrated systems. A test sheet with a check list for each device will be provided by MCA and signed by the Customer representative upon successful completion of a system acceptance test. The final system test report will be sent to all parties.

A punch list detailing items requiring a follow up that is within this scope of work will be created. MCA will correct the punch list items in a mutually agreed upon time. If the Customer wants something changed after the test sheet has been signed additional charges will be applied.

Upon system acceptance, an MCA job completion form shall be signed and sent to all parties. It is the Customer's responsibility to ensure proper periodic testing per the manufacturer's recommendation if a signed SecurePlan agreement is not in place.

Training

Training is not included with this proposal.

Standard Proposal Notes:

1. This proposal will follow the guidelines stated in DIR contract number DIR-CPO-4494 Standard Terms and Conditions.
2. This proposal is valid for 60 days. After the 60 days the quote is no longer valid and a new quote needs to be regenerated and prices may vary.
3. A standard 1 year warranty applies on all newly installed equipment.
4. Please allow 4-6 weeks lead time for door hardware.
5. Final Location of all equipment to be approved by owner prior to start of installation.
6. Work provided by MCA is assumed to be continuous, unhindered and without the need for escorts. Additional costs will be incurred if work is slowed by denial or delay of access to the work areas without three days' notice, or if escorts are required at any time. Any cessation of work by the customer or delays in the project construction schedule will result in additional mobilization and project management charges.
7. The quantities of materials noted above scope of work are intended to be descriptive. Should there be any discrepancy between the scope of work and the equipment list, the equipment list will supersede the scope of work stated above.
8. All work will be done following federal, state, and local laws and requirements for the above scope of work.
9. Due to extreme supply chain issues, MCA reserves the right to adjust final proposal pricing until an order is placed with our manufacturer partners. We will inform you within 5 business days of receipt of order about product availability and price increases greater than MCA can absorb.

MCA Excludes the Following:

1. All 120 VAC connections are to be performed by customer or customer's designated licensed Electrical contractor.
2. Fire alarm interface, cabling, connection, input/output, testing and certification.
3. Any city or other governmental permits, not associated with this scope of work, required for the use and operation of the system.
4. Access to device location, penetrations, required access panels for concealed areas.
5. If not stated above wire mold, conduit, trenching, wireless devices or aerial cabling necessary to connect any remote locations or gates, computer workstations to operate the system, and network equipment to provided power and data communication for devices.
6. Overtime required due to schedule revisions, work stoppages, delays caused by others, or circumstances beyond MCA control.
7. Final terminations and connections to equipment other than provided by MCA.
8. Any trade installation that MCA is not licensed to perform.
9. Painting, patching or landscaping required as a result of the installation of equipment associated with this scope of work.
10. Technical assistance or the setup of the customer's network for connection to the security control systems. The customer is required to provide static IP addresses and support personnel for assistance in setting up the network connections.

Bill of Materials

Manufacturer	MPN	MSRP	Unit Price	Quantity	Row Total
GENETEC	DIR-GSC-Om-E-1C	$250.00	$176.31	7	$1,234.17
1 Enterprise camera connection, mandatory Genetec Advantage					
GENETEC	DIR-ADV-CAM-E-1Y	$51.00	$35.97	7	$251.79
Genetec Advantage for 1 Omnicast Enterprise Camera - 1 year					
Axis	DIR-02635-001	$1,999.00	$1,550.77	7	$10,855.39
AXIS P3738-PLE Panoramic Camera offers 4x4K (4x8 MP) sensors and is perfect for 360Â° and 270Â° surveillance. Youâ€™ll be able to count on both high-quality overviews and detailed coverage thanks to the brilliant design of this cost-effective solution. With 360Â° IR illumination, the product provides excellent image quality around the clock, even in challenging lighting. With ARTPEC-8 and its deep learning processing unit, the product supports analytics and metadata on all sensors.					
Axis	DIR-5017-641	$94.00	$72.92	7	$510.44
Corner Bracket that is compatible with several wall mounts: AXIS T91B61 Wall Mount, AXIS T91D61 Wall Mount 1.5â€ NPS, AXIS T91G61 Wall Mount, AXIS T91H61 Wall Mount, AXIS T91L61 Wall-and-Pole Mount. These wall mounts in turn are compatible with AXIS P55-series, AXIS Q60/61/63-series, AXIS M32-series, AXIS Q37-series, AXIS M55-series, AXIS P56-series and their associated pendant kits.					
Axis	DIR-01513-001	$105.00	$81.46	7	$570.22
AXIS T94N01D Pendant Kit comprises a weathershield and a mounting adapter for AXIS P3717-PLE Network Camera. The mounting adapter is compatible with 1.5-inch NPS thread. The kit enables AXIS P3717-PLE to be mounted on walls, poles, parapets and outer corners using AXIS T91 mounting accessories.					
Axis	DIR-5504-821	$105.00	$81.46	7	$570.22
Chromated and powder coated aluminum wall mount with 1.5" NPS thread for fixed dome pendant kits. Cable routing from behind or through 3/4" conduit hole on the side. Includes mounting plate, pipe seal and conduit hole cover. Color: White					
PANDUIT	PUP6004YL-WLPZ	$1,178.56	$1,178.56	3	$3,535.68
PANDUIT PUP6004YL-WLPZ 23-4P UTP-CMP SOL BC CAT6 IP5 FEP/FRPVC YELLOW REELEX TX6000 LIMITED POWER					
PANDUIT	CJ688TGYL	$19.73	$17.80	7	$124.60
PANDUIT Category 6, RJ45, 8-position, 8-wire universal module. Yellow.					
Panduit	AXE-MM01PA7SD05	$11.22	$11.22	7	$78.54
PANDUIT CBL ASSY MOD 28-4PR STRANDED 1ft thin Cat6					
Ditek Surge Protection	DTK-MRJPOES	$93.00	$95.00	7	$665.00
Ditek DTK-MRJPOES Ethernet Surge Protector PoE+/HiPoE Cat 5E/6/6A Shielded RJ45 Connector					
GENETEC	DIR-ADV-CAM-E-1Y	$51.00	$35.97	7	$251.79
Genetec Advantage for 1 Omnicast Enterprise Camera - 1 year					
	Rental Equipment		$1,400.00	1	$1,400.00
Rental Equipment					

Date:
7/10/2025

Quote:
Q[redacted]

Expiration Date:
10/8/2025

Manufacturer	MPN	MSRP	Unit Price	Quantity	Row Total
	MISC-PRT		$750.00	1	$750.00
Miscellaneous parts and equipment					
	MCA-SEC-IN-LABOR-R4	$155.50	$139.95	56	$7,837.20
Initial Installation Labor					
	MCA-SEC-PM-LABOR-R4	$243.00	$218.70	10	$2,187.00
Project Management Labor					
	MCA-SEC-EN-LABOR-R4	$205.50	$185.00	2	$370.00
Engineering Labor System Design					
	MCA-SEC-IN-CONFIG-R4	$189.03	$170.13	7	$1,190.91
Install Configuration Staging Programming					

Subtotal: $32,382.95

Date:
7/10/2025

Quote:
Q[redacted]

Expiration Date:
10/8/2025

System Investment

Purchase Price, Excluding Taxes:	**$32,382.95**
Estimated Taxes:	**$0.00**
Purchase Price, Including Taxes:	**$32,382.95**

Service Level Agreement

For this system we are proposing: SecurePlan with coverage for 36 Months

The proposal SecurePlan option is billed Annually at $3,733.56

I am interested in SecurePlan: _____
The terms and conditions of SecurePlan can be previewed at this link: LINK
A SecurePlan contract to be sent closer to the start date for signature.

IN SECURITY THERE ARE NO SECOND CHANCES.

A crisis is no time to discover system errors. That's why it's critical to your business to have full coverage with SecurePlan from MCA. SecurePlan is an exclusive program designed to match your growing security needs and ensure maximum uptime in a cost-effective manner. Superior to any warranty on the market. SecurePlan keeps you one step ahead of your overall security needs with proactive system issue resolution, guaranteed same-day response, and warranty device replacement, all backed by our "**Service First DNA**" culture. MCA is committed to a personal level of service and support. Here are eight critical reasons to consider SecurePlan:

PRIORITY DISPATCH WITH GUARANTEED SAME-DAY RESPONSE Only SecurePlan clients receive a priority dispatch with a guaranteed same-day service response. If you have requested a service call before noon on a regular business day and an MCA Service Technician fails to respond to your request on the same day, you'll receive a free month of SecurePlan.

LABOR AND TRAVEL COST DURING NORMAL BUSINESS HOURS IS INCLUDED Never receive surprise expenses with SecurePlan. From 8:00 am to 5:00 pm CST, the labor costs of repairs and replacement parts are included. This reduces your overhead costs and allows you to budget for a fixed amount.

SECUREPLAN PROVIDES A 10% DISCOUNT ON LABOR RATES What happens if your system needs service after-hours? Because service issues don't run on your schedule, this usually results in costly repairs and fees. However, as a SecurePlan customer, you will have the advantage of a 10% discount on emergency overtime service and system expansion additions.

DEVICE REPAIR OR REPLACEMENT SecurePlan covers normal wear and tear, so there is no need to worry about the cost of an expensive NVR or pan-tilt-zoom camera replacement. So whether you're in or out of warranty, SecurePlan ensures device repairs and replacement at no additional cost.

SYSTEM SOFTWARE UPGRADES AND LICENSE FEES Are you getting the latest software updates? What about manufacturer support and technical upgrades? Are there any subscription charges? SecurePlan includes all of these. No need to worry about the latest versions or the cost of an upgrade. MCA's SecurePlan does it for you!

FREE LOANER EQUIPMENT If your system experiences a malfunction, it may need to be repaired by the manufacturer. It is not uncommon for manufacturer repairs to take several weeks, or even a month. That's time you just can't afford to be without your security system. This is yet another example of why SecurePlan is superior to any warranty. While the equipment is off to get repaired, your system stays online with MCA's loaner equipment so you can have peace of mind.

ANNUAL FUNCTIONAL TESTS It is essential to keep your security system operating at peak performance. As a SecurePlan customer, you'll receive annual visits to your business by our trained professionals to review the system and test its overall functionality. If repairs are required, MCA will provide, at no additional charge, repairs to the system and the equipment; we'll even test the batteries and replace them at no additional cost. However, SecurePlan repairs exclude vandalism, tampering, or services performed by persons other than MCA personnel.

NO SURPRISE EXPENSES How do you eliminate costly surprise service expenses? With SecurePlan, take advantage of MCA's exclusive priority dispatch, guaranteed same-day response (if a service call is placed by noon on a business day), annual functional tests, and free loaner equipment. Working together to protect you and your budget from the unexpected, SecurePlan provides clients with much more than a "simple warranty". Because when it comes to security, there are no second chances.

Payment Terms

Payment Terms:

Except as provided below, all contracted services require payment in full, due upon receipt of invoice. Installation contracts or services in excess of $5,000 require:

BD

1. ~~30% down payment~~. The County cannot pay for goods not received per the Texas Prompt Payment Act.
2. ~~100% payment of stored materials upon receipt at MCA's warehouse. Inspection of billed products by Customer at MCA's warehouse will be permitted~~
3. Progress labor billing will occur each month based upon the percentage of completion of whole project up to 90% of total labor charges.
4. Final charges will be billed upon final completion of the job. All billings shall be net due upon receipt of invoice.

Customer is responsible for all taxes; except if the Customer represents that it is tax exempt under sections 501(a) and 501(c) of the Internal Revenue Code of the United States, and under the applicable laws of any State due any tax. If Customer represents that all sales, use or business taxes or personal property taxes and all fees imposed by municipal, state, and/or federal authorities in connection with the systems and services to be performed or sold by MCA are tax exempt, then Customer agrees to hold MCA harmless from and to indemnify MCA against any of the foregoing charges if the exempt status is incorrect, discontinued, or modified.

Assumptions:

MCA's proposal is based on the basic investigation of your site together with the available information provided. MCA's goal is to provide the system solution desired; however, MCA reserves the right to make adjustments should we discover that material facts or circumstances relating to the project or specification have been omitted or inadvertently missed at the time of project design, engineering, or during the installation. All adjustments will be formally documented on a revised MCA proposal document if the job has not commenced; or a MCA "Additional Work Authorization" or "Change Order" document if the adjustments are discovered after the work has begun. These documents will be presented for your review and approval.

Post-Installation Service and Support:

Each item of equipment purchased under this agreement is covered by the manufacturer's warranty. MCA's sole warranty is for its labor which is warranted for 90 days on new equipment and services. Warranty will begin upon completion of the installation, or at a time where "beneficial use" of the system occurs; or of any of its' component sub-systems. Upon request, MCA can also provide a customized maintenance plan that fits the customers application and budget. Our value-added service maintenance plans can include all parts and labor to correct system failures, as well as a preventative maintenance program to minimize system downtime.

Customer Acceptance

IN WITNESS WHEREOF, the Parties hereto execute and accept this proposal and agree to be bound by all parts, including the terms and conditions, which together form the complete agreement (hereinafter the “Agreement”) between the Parties. The terms and conditions are incorporated by reference as fully set forth herein and available at Terms and Conditions (the “Terms”). This Agreement is in effect on the date proposal is signed. Customer agrees that it has read the Terms prior to customer’s acceptance of this proposal. MCA hereby reserves the right to amend the Terms from time to time and without notice to Customer. This Agreement shall not be binding to MCA unless approved in writing by an Authorized Signer of MCA. In the event of non- approval, the sole liability of MCA shall be to refund to buyer the deposit amount that has been paid to MCA by Customer.

Agree to MCA's Terms

Agree to Other Terms: _____

MCA Location

Mobile Communications America, Inc.
4509 Freidrich Lane
Suite 110
Austin TX 78744
(512) 892-8801
United States

Delivery Address

Williamson County - North Campus Facilities
16678 Williamson County North Campus Facilities
Attn: Dwayne Grossett
3151 SE Inner Loop
Georgetown Texas 78626
(512) 943-1636
United States

Billing Address

Accounts Payable
Williamson County - North Campus Facilities
3151 SE Inner Loop
Georgetown Texas 78626
(512) 943-1636
United States

Seller

Barry Downs
MCA Representative

Territory VP
Title

Barry Downs
Approved MCA Authorized Signer

Customer

_____
Printed Name

_____
Title

_____
Signature Authorized Signer Date

Date:
7/10/2025

Quote:
Q[redacted]

Expiration Date:
10/8/2025

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:
2025-1346211

Date Filed:
08/05/2025

Date Acknowledged:
08/06/2025

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

Mobile Communications America, Inc.
Austin, TX United States

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

Williamson County

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

Q[redacted]
Video Surveillance Additions for Williamson County

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 _____, _____, _____, _____, _____.
(city) (state) (zip code) (country)

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

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

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

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

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Mobile Communications America, Inc.
Austin, TX United States

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Q[redacted]
Video Surveillance Additions for Williamson County

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 _[redacted]_____.

My address is _[redacted]_____, _[redacted]_____, _____, _____, _____.
(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)

Patrick Stevenson
Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **39.**

Meeting Date: 08/19/2025

Parmer Lane - Benesch - SWA#1 to WA#2

Submitted By: Ragan Riggs, Road Bond

Department: Road Bond

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on Supplemental No. 1 to Work Authorization No. 2 to the Parmer Lane at SH 45 contract executed September 12, 2023, between Williamson County and Alfred Benesch & Company relating to the 2019 Road Bond Program. Project: P340 Fund Source: Road Bonds

Background

This Supplemental No. 1 to Work Authorization No. 2 is for additional traffic engineering and the evaluation of the traffic signals and associated meetings in the amount of $20,555.00 and extends the termination date to April 30, 2026.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Parmer Lane - Benesch - SWA#1 to WA#2

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	08/14/2025 10:35 AM
Form Started By: Ragan Riggs		Started On: 08/13/2025 02:06 PM
Final Approval Date: 08/14/2025		

SUPPLEMENTAL WORK AUTHORIZATION NO. 1
TO
WORK AUTHORZATION NO. 2

WILLIAMSON COUNTY ROAD BOND PROJECT: Parmer Lane at SH45

This Supplemental Work Authorization No. 1 to Work Authorization No.2 is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated September 12, 2023, and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Alfred Benesch & Company (the "Engineer").

WHEREAS, the County and the Engineer executed Work Authorization No.2 dated effective June 25, 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 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 attachment revised Attachment "B-1".

II. The Work Authorization shall terminate on April 30, 2026. 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-1".

III. The maximum amount payable for services under the Work Authorization is hereby increased by $20,555.00 from $438,309.40 to $458,864.40. The revised Fee Schedule is attached hereto as Attachment "D-1".

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

Continued next page

EXECUTED this _____.

ENGINEER:

Alfred Benesch and Company

By: William H Epp
Signature

Digitally signed by William H Epp
DN: C=US, E=wepp@benesch.com, O=Benesch, OU=Benesch, CN=William H Epp
Date: 2025.08.08 09:45:16-06'00'

William Epp
Printed Name

Executive Vice President
Title

COUNTY:

Williamson County, Texas

By: _____
Signature

_____
Printed Name

_____
Title

LIST OF ATTACHMENTS

Attachment B-1- Services to be Provided by Engineer

Attachment C-1 - Work Schedule

Attachment D-1- Fee Schedule

APPROVED
By Christen Eschberger at 11:34 am, Aug 13, 2025

ATTACHMENT B-1
SERVICES TO BE PROVIDED BY THE ENGINEER
DESIGN SERVICES FOR PARMER LANE AT SH45 (WA2) – Supplemental Work Authorization #1

The work to be performed by the Engineer shall consist of providing plans specifications and estimates for Parmer Lane at SH 45 in Williamson County, Austin, Texas. The following is Supplemental Work Authorization #1 to Work Authorization #2.

The additional services consist of: Additional traffic engineering and evaluation of the traffic signals and associated meetings. The original scope did not include traffic modeling of the intersection. The City of Austin created a traffic signal Vissim Model and additional evaluation of the model was performed. In addition, a geologic assessment is required based on the age of the previous geologic assessments (More than10 years). The Original scope did not include a Geological Assessment.

3. TRAFFIC EVALUATIONS AND PROJECTIONS

Additional traffic evaluation and assessment at the traffic signal to evaluate the City of Austin comments for left only vs. left through lane on the NB approach.

iii. Traffic model was evaluated for the intersection of Parmer Lane and WB frontage road.

iv. DELIVERABLES: Assessment of the COA model delivered via email and stored in ProjectWise and meeting.

10. ENVIRONMENTAL

Geologic Assessment. The ENGINEER will prepare a Geologic Assessment (GA) for the project area. The purpose of the GA is to describe geologic conditions within the project area pertinent to karst features and Edwards Aquifer recharge features. The GA is a due diligence document required by the Texas Commission on Environmental Quality (TCEQ) Edwards Aquifer Protection Program rules for preparation of a Water Pollution Abatement Plan (WPAP) and will be prepared in accordance with TCEQ's "Instructions to Geologists for Geologic Assessments on the Edwards Aquifer Recharge/Transition Zones." All work will be performed under the supervision of a Texas Registered Professional Geoscientist.

a. Two geologists will traverse the project area along transects spaced approximately 50 feet apart to search for and assess potential recharge features. Within areas that have already been paved, the survey may be conducted within vehicles driving along the existing roadway.

b. The geologists will identify which features require preservation and buffering per the TCEQ Technical Guidance Manual (RG-348). For any identified sensitive features, the location and appropriate buffer will be delineated in the field using GIS.

c. DELIVERABLES:
- The ENGINEER will prepare the GA report.
- TCEQ Form 0585, and associated figures, which will include all features to be addressed in the project WPAP.
- Following client review of the draft documents, the ENGINEER will provide two copies of the signed and sealed GA for submittal to TCEQ

12. PLAN PREPARATION

d. SIGNING, MARKING & SIGNALIZATION.

- Revision to the signal plans to revise from left through to a left only phase. The change is required because of direction from TxDOT different from the original scope.

f. DELIVERABLES:
- Revised traffic signal plans.

SUPPLEMENTAL WORK AUTHORIZATION NO. 1
TO WORK AUTHORIZATION NO. 2

Parmer Lane at SH 45
Attachment C-1 WORK SCHEDULE

NTP	June 18, 2024
Kickoff Meeting	June 25, 2024
ROE Letters	June 30 - July 12, 2024
Surveys and Preliminary Geotech	August 30, 2024
30% Submittal	October 7, 2024
GEC/TxDOT Review	October 21, 2024
60% Submittal	December 10, 2024
GEC/TxDOT Review	December 11 - January 7, 2025
90% Submittal	May 13, 2025
GEC/TxDOT Review	May 14 - May 28, 2025
100% Submittal	August 28, 2025
GEC/TxDOT Review	August 28 - Sept 15, 2025
Final Plans	October 15, 2025
Bidding Docs/Ready to Let	Winter 2025
Bidding	Spring 2026
End Work Authorization	April 30, 2026

ATTACHMENT D-1 FEE SCHEDULE
WILLIAMSON COUNTY
PARMER AT SH 45 SWA#1 to WA#2

Prime: Alfred Benesch and Company

Task	Sheets	Principal	QA/QC	Senior PM	PM	Senior Traffic Engineer	Senior Project Engineer	Senior Manager Special Projects (RR)	Proj Eng	RR Signal Engineer	Design Engineer	Sr Tech	Tech	Admin	EIT	Total Hours	Total Labor
		$300.00	$290.00	$290.00	$260.00	$240.00	$220.00	$200.00	$190.00	$170.00	$150.00	$140.00	$120.00	$80.00	$135.00		
TASK 1 – PROJECT MANAGEMENT		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -
TASK 2 – ROUTE AND DESIGN STUDIES		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -
TASK 3 – TRAFFIC EVALUATIONS AND PROJECTIONS		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -
TASK 4 – PUBLIC INVOLVEMENT		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -
TASK 5 – RIGHT-OF-WAY MAPPING (NOT APPLICABLE)		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -
TASK 6 – DESIGN SURVEYING		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -
TASK 7 – SCHEMATIC DEVELOPMENT (NOT APPLICABLE)		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -
TASK 8 – DRAINAGE STUDY		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -
TASK 9 – WATER QUALITY (By EDGE)		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -
TASK 10 – ENVIRONMENTAL SERVICES		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -
TASK 11 – GEOTECHNICAL INVESTIGATION (by B2Z)		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -
TASK 12 – PLAN PREPARATION		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -
TASK 13– PERMITS (By EDGE)		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -
TASK 14– BIDDING PHASE SERVICES		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -
TASK 15– CONSTRUCTION PHASE SERVICES		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -
SUBCONSULTANTS																	
																	$ -
Pape-Dawson *(Traffic Studies andTrafic Signals)*																	$ 9,640.00
SWCA *(Environmental Services)*																	$ 10,915.00
																	$ -
Total Benesch Direct Labor Hours		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Percent of Total Hours		0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%		
Total Benesch Direct Labor Cost																	$ -
Total Benesch Other Direct Expenses Cost																	$ -
Total Subconsultants Cost																	$ 20,555.00
TOTAL PROJECT COST																	**$ 20,555.00**

ATTACHMENT D-1 FEE SCHEDULE
WILLIAMSON COUNTY
PARMER AT SH 45 SWA#1 to WA#2

Prime: Alfred Benesch and Company
Subconsultant: Pape-Dawson Engineers, LLC

Williamson County	Principal / Partner	Project Manager	Senior Project Engineer	Project Engineer	EIT I/II	EIT III/IV	Engineering Tech I	Engineering Tech II	GIS Manager	GIS Analyst	Billing Coordinator	Admin / Clerical	**TOTAL LABOR HRS. & COSTS**
TASK 3. TRAFFIC EVALUATIONS AND PROJECTIONS													
iii. Analysis, Models, etc.		2		4		10							16
Total	**0**	**2**	**0**	**4**	**0**	**10**	**0**	**0**	**0**	**0**	**0**	**0**	**16**
	$0.00	$560.00	$0.00	$800.00	$0.00	$1,800.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	**$3,160.00**
TASK 12. TRAFFIC SIGNAL UPGRADE PLANS													
i. Existing Conditions/Removal Plan													0
ii. Proposed Condition Plan		2				7							9
iii. Conduit and Conductor Schedule						2							2
iv. Pole Schedule		1				2							3
v. Elevation Views						2							2
v. Traffic Signal Standards													0
vi.Traffic Signal Quantities						2							2
vii. Traffic Signal Estimate						1							1
viii. Contact Utility Company and Coordinate Power Location in Field													0
x. Additional Coordination/meetings		6				6							12
	0	9	0	0	0	22	0	0	0	0	0	0	31
	$0.00	**$2,520.00**	**$0.00**	**$0.00**	**$0.00**	**$3,960.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$6,480.00**
PROJECT SUMMARY REPORT													
													0
													0
													0
													0
HOURS SUB-TOTALS	0	11	0	4	0	32	0	0	0	0	0	0	47
CONTRACT RATE PER HOUR	**$360.00**	**$280.00**	**$245.00**	**$200.00**	**$145.00**	**$180.00**	**$120.00**	**$160.00**	**$200.00**	**$140.00**	**$120.00**	**$125.00**	
TOTAL LABOR COSTS	$0.00	$3,080.00	$0.00	$800.00	$0.00	$5,760.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$9,640.00
SUBTOTAL $9,640.00													
ODE TOTAL $0.00													
FINAL TOTAL $9,640.00													

ATTACHMENT D-1 FEE SCHEDULE
WILLIAMSON COUNTY
SWA #1 to WA#2: Parmer Lane at SH 45 (SWCA)

Prime: Alfred Benesch and Company
Subconsultant: SWCA Environmental Consultants

Task	Sheets	Subject Matter Expert II	Subject Matter Expert I	Specialist XII	Specialist XI	Specialist X	Specialist IX	Specialist VIII	Specialist VII	Specialist VI	Specialist V	Specialist IV	Specialist III	Specialist II	Specialist I	Total Hours	Total Labor
		$230.00	$219.00	$215.00	$197.00	$180.00	$161.00	$150.00	$140.00	$130.00	$117.00	$107.00	$97.00	$85.00	$72.00		
TASK 10 – ENVIRONMENTAL STUDIES & DOCUMENTS		**7**	**0**	**0**	**0**	**18**	**0**	**0**	**0**	**32**	**10**	**4**	**1**	**0**	**0**	**72**	**$ 10,705.00**
Geologic Assessment		7				18				32	10	4	1			72	$ 10,705.00
																0	$ -
																0	$ -
																0	$ -
SUBCONSULTANTS																	
Total Direct Labor Hours		7	0	0	0	18	0	0	0	32	10	4	1	0	0	72	
Percent of Total Hours		9.7%	0.0%	0.0%	0.0%	25.0%	0.0%	0.0%	0.0%	44.4%	13.9%	5.6%	1.4%	0.0%	0.0%		
Total Direct Labor Cost																	$ 10,705.00
Total Other Direct Expenses Cost																	$ 210.00
Total Subconsultants Cost																	
TOTAL PROJECT COST																	**$ 10,915.00**

ATTACHMENT D-1 FEE SCHEDULE
WILLIAMSON COUNTY
SWA #1 to WA#2: Parmer Lane at SH 45

Other Direct Expenses (SWCA)

Prime: Alfred Benesch and Company
Subconsultant: SWCA Environmental Consultants

Direct Expenses	Rate	Unit	Quantity	Cost
Mileage (per mile)	$ 0.700	Mile	200	$ 140.00
GPS - GIS Grade	$ 70.00	Day	1	$ 70.00
Copies - B&W	$ 0.10	Each		$ -
Copies - Color	$ 1.000	Each		$ -
Curation	$ 200.00	Each		$ -
Hazardous Materials Database Search	$ 500.00	Each		$ -
Field Supplies	$ 5.00	Day		$ -
			*** TOTAL**	**$ 210.00**

** Estimate only - will be invoiced at actual cost*

Commissioners Court - Regular Session **40.**

Meeting Date: 08/19/2025

East Wilco Highway/CR 137 Traffic Signal - Kimley-Horn - SWA#1 to WA#3

Submitted By: Ragan Riggs, Road Bond

Department: Road Bond

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on Supplemental No. 1 to Work Authorization No. 3 to the Engineering Services contract executed September 17, 2024, between Williamson County and Kimley-Horn and Associates, Inc. relating to the 2019 Road Bond Program. Project: P392 Fund Source: Road Bonds

Background

This Supplemental No. 1 to Work Authorization No. 3 is for traffic signal timing plans on the East Wilco Highway/CR 137 Traffic Signal Project in the amount of $21,515.00.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

East Wilco Highway/CR 137 Traffic Signal - Kimley-Horn - SWA#1 to WA#3

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	08/14/2025 10:30 AM
Form Started By: Ragan Riggs		Started On: 08/13/2025 02:03 PM
Final Approval Date: 08/14/2025		

SUPPLEMENTAL WORK AUTHORIZATION NO. 1
TO
WORK AUTHORIZATION NO. 3

WILLIAMSON COUNTY ROAD BOND PROJECT:
East Wilco Highway & CR 137 Traffic Signal

This Supplemental Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated September 17, 2024 and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Kimley-Horn and Associates, Inc. (the "Engineer").

WHEREAS, the County and the Engineer executed Work Authorization No. 3 dated effective May 1, 2025 (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-1".

II. The maximum amount payable for services under the Work Authorization is hereby increased from $56,180.00 to $77,695.00. The revised Fee Schedule is attached hereto as Attachment "D-1".

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:**
Kimley-Horn and Associates, Inc.	**Williamson County, Texas**
By: _____	By: _____
Signature	Signature
Trey Neal	
Printed Name	Printed Name
Vice President	
Title	Title
8/12/2025	
Date	Date

LIST OF ATTACHMENTS

Attachment B-1 – Services to be Provided by Engineer

Attachment D-1 – Fee Schedule

APPROVED
By Christen Eschberger at 11:49 am, Aug 13, 2025

WORK AUTHORIZATION NO. 3

PROJECT: East Wilco Highway & CR 137 Traffic Signal

ATTACHMENT B-1
Services to be provided by the Engineer

Project Location: East Wilco Highway & CR 137

Project Description: Traffic Signal Warrant Study, Traffic Signal Design, Traffic Signal Timing Plans

SERVICES TO BE PROVIDED BY THE ENGINEER

Task 3. Traffic Signal Design

The Engineer will develop plans to implement portable trailer temporary signals at the intersection of East Wilco Highway and CR 137. The portable trailer signal plans will be prepared at a scale of 1" = 40' on 11" x 17" plan sheets and will include the following components.

1. Signal layout sheet to show the locations of portable traffic signal trailers, signal heads, and advance warning traffic control devices consisting of one (1) roadside flashing beacon assembly and two (2) portable changeable message signs.

2. Signing and pavement marking layout sheet to show modifications to existing signs & pavement markings that are required to change the intersection from unsignalized to signalized operation (ex; stop bars).

3. Review and select appropriate standard details and incorporate those details into the plans.

4. Prepare a list of pay items, specifications, and construction quantities required to install the portable trailer temporary signals.

5. Perform internal quality control reviews prior to each submittal.

6. Submit milestone deliverables for County review at the 90% and 100% stages of completeness. All deliverables will be provided in electronic PDF format only.

7. Address on round of comments for the 90% submittal and incorporate those comments into the plans as appropriate.

Task 4. Traffic Signal Timing Plans

The Engineer will perform the following tasks to prepare traffic signal timing plans for the intersection:

1. Prepare up to four (4) signal timing plans (AM peak period, mid-day, PM peak period, and overnight) for the portable trailer temporary signal and permanent traffic signal. These timing plans may be coordinated or uncoordinated ("free") plans based on traffic demand, system interaction with adjacent signals, and engineering judgement.

2. Determine the time-of-day schedule, minimum and maximum green times, yellow and all-red clearance times, pedestrian intervals and clearance times, and coordination parameters (cycle lengths, splits, and offsets) as applicable.

3. Provide up to two (2) days of fine-tuning of the traffic signal operations in the field.

Work Authorization 3 - Attachment D-1
Fee Schedule

Kimley»Horn

Project Name: East Wilco Highway & CR 137 Traffic Signal

		Sr. Engineer I $265.00	Professional $225.00	Analyst $185.00	Support Staff $125.00	Total Labor Hours	Direct Labor Cost	Direct Expenses/ Subconsultant	Total Cost
3. TRAFFIC SIGNAL DESIGN									
	Portable Trailer Temporary Traffic Signal								
a	Feasibility Evaluation of Timber Pole Temporary Signals	4.0	4.0			8.0	$1,960.00		$1,960.00
b	Portable Trailer Signal Layout Sheet - Portable Trailer Signals	4.0	8.0	16.0		28.0	$5,820.00		$5,820.00
c	Signing and Pavement Marking Layout Sheet - Portable Trailer Signals		2.0	4.0		6.0	$1,190.00		$1,190.00
d	Standard Details		1.0	1.0		2.0	$410.00		$410.00
e	Quantity Estimates		1.0	2.0		3.0	$595.00		$595.00
f	Quality Control and Assurance Reviews	2.0				2.0	$530.00		$530.00
	Subtotal	**10.0**	**16.0**	**23.0**		**49.0**	**$10,505.00**		**$10,505.00**
4. TRAFFIC SIGNAL TIMING PLANS									
a	Prepare Timing Plans	6.0		12.0		18.0	$3,810.00		$3,810.00
b	Controller Programming	4.0		4.0		8.0	$1,800.00		$1,800.00
c	Field Fine-Tuning	12.0		12.0		24.0	$5,400.00		$5,400.00
	Subtotal	**22.0**		**28.0**		**50.0**	**$11,010.00**		**$11,010.00**
	HOURS TOTALS	**32.0**	**16.0**	**51.0**		**99.0**			
	FEE TOTALS						**$21,515.00**		**$21,515.00**

Commissioners Court - Regular Session **41.**

Meeting Date: 08/19/2025

Sonterra (Lab Testing) - REL - WA#2

Submitted By: Ragan Riggs, Road Bond

Department: Road Bond

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on Work Authorization No. 2 to the Engineering Services contract executed September 11, 2024, between Williamson County and Rodriquez Engineering Laboratories LLC relating to the 2023 Road Bond Program. Project: P685 Fund Source: Road Bonds

Background

This Work Authorization No. 2 is for materials testing on the Sonterra Boulevard Project for the amount of $14,459.29 and terminates on June 1, 2026.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Sonterra (Lab Testing) - REL - WA#2

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	08/14/2025 10:20 AM
Form Started By: Ragan Riggs		Started On: 08/13/2025 01:32 PM
Final Approval Date: 08/14/2025		

EXHIBIT C

WORK AUTHORIZATION No. 2

PROJECT: 25IFB58 Sonterra Boulevard

This Work Authorization is made under the terms and conditions of the Williamson County Contract for Engineering Services, dated September 11, 2024, and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas (the "County") and Rodriguez Engineering Laboratories LLC (the "Engineer").

Part1. The Engineer will provide the following Engineering Services outlined in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is $14,459.29.

Part 3. Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with the terms of the Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and complete execution of the parties hereto and shall terminate on June 1, 2026. The Engineering Services outlined 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. The county believes it has sufficient funds currently available and has authorized it for expenditure to finance the costs of this Work Authorization. The engineer understands and agrees that the 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. The county may effect such termination by giving written notice of termination to the Engineer.

Part 7. This Work Authorization is hereby accepted and acknowledged below.

Continued next page

EXECUTED this _____.

ENGINEER:	COUNTY:
Rodriguez Engineering Laboratories LLC	Williamson County, Texas
By:_____	By:_____
Signature	Signature
Jose Melendez, P.E.	_____
Printed Name	Printed Name
Project Manager	_____
Title	Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

APPROVED
By Christen Eschberger at 11:37 am, Aug 13, 2025

ATTACHMENT A
SERVICES TO BE PROVIDED BY THE COUNTY
FOR 25IFB58 Sonterra Boulevard
Work Authorization No. 2

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 and any other points of contact, to be identified upon Notice of Proceed.

2. Provide construction manual and 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 project plans, quantity sheets, and bid form).

3. Provide a copy of the approved mix designs (HMAC, concrete, etc.), including the latest JMF, before testing is scheduled.

4. Provide a weekly material testing schedule and confirm/cancel requested services at least 24 hours in advance.

5. Assist with coordination with the contractor to provide sampling accommodation and appropriate sample storage areas.

6. Assist with Coordination between the Engineer and the County's other subconsultants.

ATTACHMENT B

SERVICES TO BE PROVIDED BY THE ENGINEER

Work Authorization No. 2

PROJECT: 25IFB58 Sonterra Boulevard

Perform sampling and testing of components and materials in accordance with the standard specifications, and all other standard and special specifications and special provisions applicable in this agreement. Meet the minimum sampling frequencies as described in the Williamson County Quality Control/Quality Assurance Program, included in Appendix A of the Project Construction Manual (PCM). The Contractor is responsible for Quality Control testing of all materials, except for Hot Mix Asphalt (HMA). Williamson County (Owner) is responsible for Quality Control testing of HMA and Quality Assurance testing of all other materials. The frequency and location will be according to the "Project Test" frequency as shown in Appendix B, "TxDOT Guide Schedule for Sampling and Testing" of the PCM. For Quality Assurance testing, assume a frequency of 10% of the Contractor's QC testing. The estimated number of samples and tests is to be based on the project quantities in the executed construction contract.

- Ensure the testing is complete and the test results are distributed to the appropriate parties within 24 hours.
- Create and maintain organized files for each type of material tested (soils, flexible base, HMA, Concrete, etc.).
- The Engineer shall prepare a project-specific Quality Assurance and Quality Control Plan (QA/QC) and submit it within 30 days of the Notice to Proceed.
- The Engineer shall provide certified personnel, outlined in their QA/QC plan, who are knowledgeable of all materials testing procedures. All personnel performing acceptance tests must provide certifications and maintain them throughout the project. Williamson County reserves the right to require replacement of any technician during this contract if performance is determined to be unsatisfactory or the technician fails to maintain appropriate certifications.
- The Engineer shall provide technicians certified in accordance with TxDOT Quality Assurance Programs for Construction (QAP) or other State-approved programs, such as the Texas Asphalt Pavement Association (TxAPA) for Hot Mix Asphalt, and the Soils and Base Certification Program, as listed below.
- Provide sampling and testing personnel qualified to perform testing of materials in the areas of Portland Cement Concrete, Soils and Aggregates, and bituminous materials. The test methods for which individuals can be qualified are listed in Section 6, Sampling and Testing Personnel Qualification Program of Williamson County Quality Control/Quality Assurance Program. The required certifications include, but are not limited to:
  - Hot Mix Asphalt Testing
    - Level I-A
    - Level I-B
    - Levell II

        - All other tests in the TxDOT Manual of Testing Procedures 200-F Series or ASTM procedures not covered in Level I-A, Level I-B, or Level II
    - Concrete Testing
        - TxDOT QAP Program for Concrete Testing and/or
        - ACI Field Technician Certification Program
        - Other tests outlined in the Manual of Testing Procedures 400-A Series or ASTM Procedures that are not included in the TxDOT QAP Program.
    - Soils & Aggregates
        - Series 100-E and 400-A Lime Series
- The Engineer shall attend up to 4 pre-activity meetings as requested by the Observer.

The Engineer shall:

- Review and recommend approval or rejection for all sampling and testing documentation submitted by the contractor for compliance with applicable State and federal regulations, standards, and contract requirements.
- Verify that all materials used meet specifications or identify materials that do not meet specifications and recommend corrective action.
- Certify that all materials used during construction meet the specifications of the contract documents.
- Work closely with Williamson County to resolve all material discrepancies and reach a resolution (use-as-installed, remove/replace, deduction/penalties) before the next monthly estimate.
- Create and maintain a material testing log for each type of material tested.
- The Engineer shall report failing tests to the Williamson County representative within twenty-four (24) hours.

DELIVERABLES:

The Engineer will provide the following:

- Testing documentation as applicable (field technician daily report, sample documentation, test result report, etc.)
- Monthly update of the Materials Test Log
- Certification Verifications
- Letters of Certification

ATTACHMENT C

WORK SCHEDULE

Work Authorization No. 2

Rodriguez Engineering Laboratories LLC will provide construction materials oversight testing services for Williamson County (County). These services will be provided as requested by the County or County's representative on an as-needed basis for the County's Sonterra Boulevard Project through June 1, 2026.

Rodriguez Engineering Laboratories, LLC

ATTACHMENT D

RATE SCHEDULE

WORK AUTHORIZATION No. 2

Rates verified by RCR

CONTRACT: 24RFSQ12 Materials Testing and Geotechnical Engineering Services Road Bond Program On-Call

PROJECT NAME: 25IFB58 Sonterra Boulevard

Unit Costs					
Services To Be Provided	**Test Code**	**Unit**	**Quantity**	**Cost**	**Total Cost**
Coordination and Review					
5.2 Project Manager/Professional Engineer	-	hr	4	$ 179.55	$ 718.20
5.4 Graduate Engineer	-	hr	2	$ 104.34	$ 208.68
5.7 Clerical	-	hr	2	$ 58.23	$ 116.46
				Subtotal =	**$ 1,043.34**
Item 12 Spec 260-7007: LIME TRT (EXST MATL) (8")		**SY**	**767**		
1.1.1 Trip Charge (round-trip from REL Austin)(Vehicle or Mileage is not included)	-	hr	2	$ 72.80	$ 145.60
1.1.2 Field Tech Time (on-site only, 2-hour minimum)	-	hr	4	$ 72.80	$ 291.20
1.3.6 Moisture Density Relationship Compaction Test	Tex-113-E	ea	1	$ 333.63	$ 333.63
1.4.1 Atterberg Limits	Tex-104,105 &106-E	ea	1	$ 94.63	$ 94.63
1.1.3 Field Nuclear Density	Tex-115-E	ea	3	$ 49.74	$ 149.22
1.4.6 Field Gradation of Lime Soil (1.75, 0.75, No. 4 Sieve)	Tex-101-E, Part III	point	1	$ 26.70	$ 26.70
1.4.10 Organic Content	Tex-148-E	ea	1	$ 224.44	$ 224.44
1.4.21 Stabilization Ability of Lime by Soil pH	Tex-121-E, Part III	ea	1	$ 337.28	$ 337.28
1.4.16 Sieve Analysis	Tex-110-E	ea	1	$ 94.63	$ 94.63
1.4.22 Soluble Sulfate Content (Tex-145-E)	Tex-145-E	ea	1	$ 127.39	$ 127.39
3.1.5 Thickness Determination	Tex-140-E	ea	3	$ 24.27	$ 72.81
4.1.1 Vehicle	-	trip	2	$ 85.00	$ 170.00
1.6 Report of Soil Test Results (includes clerical, engineering review/seal, etc.)	-	ea	2	$ 100.70	$ 201.40
				Subtotal =	**$ 2,268.93**
Item 13 Spec 341-7001: D-GR HMA TY-B PG64-22		**TON**	**409**		
Testing of aggregate is not anticipated if material as listed on the current BRSQC and meets project specifications.					
3.1.1 Trip Charge (round-trip from REL Austin)(Vehicle or Mileage is not included)	-	hr	1	$ 72.80	$ 72.80
3.1.2 Field Tech Time (on-site only, 2-hour minimum)	-	hr	10	$ 72.80	$ 728.00
3.2.1.Asphalt Content by Extraction	Tex-210-F	ea	1	$ 203.82	$ 203.82
3.2.7 Gradation of Aggregate from Extraction or Ignition	Tex-200-F	ea	1	$ 94.63	$ 94.63
Voids in Mineral Aggregates (VMA)	Tex-207-F	ea	4	$ -	$ -
3.2.3 Specimen Molding by SGC, 2 per set	Tex-241-F	ea	4	$ 103.12	$ 412.48
3.2.5 Bulk Density of Compacted Specimens, 2 per set	Tex-207-F	ea	4	$ 75.22	$ 300.88
3.2.12.1 Maximum Theoretical Specific Gravity, Bag	Tex-227-F	ea	4	$ 67.94	$ 271.76
3.2.8 Hamburg Wheel Tracker	Tex-242-F	ea	1	$ 686.67	$ 686.67
3.2.14 Boiling Stripping Test	Tex-530-C	ea	1	$ 133.45	$ 133.45
3.2.9 Indirect Tensile Strength	Tex-226-F	ea	1	$ 88.56	$ 88.56
3.2.3 Specimen Molding by SGC, 2 per set, Hamburg & IDT	Tex-241-F	ea	3	$ 103.12	$ 309.36
3.3.3.1 Coring - 0"-6" depth @ 6" dia. (includes patching and sample prep.)	-	ea	8	$ 118.90	$ 951.20
3.2.10 Bulk Density of Core Specimens	Tex-207-F Part I	ea	8	$ 32.76	$ 262.08
4.1.1 Vehicle	-	day	1	$ 85.00	$ 85.00
3.5 Report of Asphalt Test Results (includes clerical, engineering review/seal, etc.)	-	ea	1	$ 100.70	$ 100.70
				Subtotal =	**$ 4,701.39**
Item 14 Spec 341-7022: D-GR HMA TY-C PG70-22		**TON**	**65**		
Testing of aggregate is not anticipated if material as listed on the current BRSQC and meets project specifications.					
3.1.1 Trip Charge (round-trip from REL Austin)(Vehicle or Mileage is not included)	-	hr	1	$ 72.80	$ 72.80
3.1.2 Field Tech Time (on-site only, 2-hour minimum)	-	hr	10	$ 72.80	$ 728.00
3.2.1.Asphalt Content by Extraction	Tex-210-F	ea	1	$ 203.82	$ 203.82
3.2.7 Gradation of Aggregate from Extraction or Ignition	Tex-200-F	ea	1	$ 94.63	$ 94.63
Voids in Mineral Aggregates (VMA)	Tex-207-F	ea	1	$ -	$ -
3.2.3 Specimen Molding by SGC, 2 per set	Tex-241-F	ea	1	$ 103.12	$ 103.12
3.2.5 Bulk Density of Compacted Specimens, 2 per set	Tex-207-F	ea	1	$ 75.22	$ 75.22
3.2.12.1 Maximum Theoretical Specific Gravity, Bag	Tex-227-F	ea	1	$ 67.94	$ 67.94
3.2.8 Hamburg Wheel Tracker	Tex-242-F	ea	1	$ 686.67	$ 686.67
3.2.14 Boiling Stripping Test	Tex-530-C	ea	1	$ 133.45	$ 133.45
3.2.9 Indirect Tensile Strength	Tex-226-F	ea	1	$ 88.56	$ 88.56
3.2.3 Specimen Molding by SGC, 2 per set, Hamburg & IDT	Tex-241-F	ea	3	$ 103.12	$ 309.36
3.3.3.1 Coring - 0"-6" depth @ 6" dia. (includes patching and sample prep.)	-	ea	2	$ 118.90	$ 237.80
3.2.10 Bulk Density of Core Specimens	Tex-207-F Part I	ea	2	$ 32.76	$ 65.52
4.1.1 Vehicle	-	trip	1	$ 85.00	$ 85.00
3.5 Report of Asphalt Test Results (includes clerical, engineering review/seal, etc.)	-	ea	1	$ 100.70	$ 100.70
				Subtotal =	**$ 3,052.59**
Item 15 Spec 360-7053: CONC PVMT (CRCP)(HES)(14")		**SY**	**293**		
2.1.1 Trip Charge (round-trip from REL Austin)(Vehicle or Mileage is not included)	-	hr	4	$ 72.80	$ 291.20
2.1.2 Field Tech Time (on-site only, 2-hour minimum)	-	hr	8	$ 72.80	$ 582.40
2.1.3 Cylinder Charge	-	ea	8	$ 35.19	$ 281.52
Slump	Tex-415-A	ea	2	$ -	$ -
Entrained Air	Tex-416-A	hr	2	$ -	$ -
Concrete Temperature	Tex-422-A	ea	2	$ -	$ -
4.1 Vehicle (Includes cylinder pick-up)	-	trip	4	$ 85.00	$ 340.00
2.4 Report of Concrete Test Results (Includes clerical, engineering review/seal, etc.)	-	ea	2	$ 100.70	$ 201.40
				Subtotal =	**$ 1,696.52**
Item 16 Spec 432-7001: RIPRAP (CONC)(4 IN)		**CY**	**60**		
2.1.1 Trip Charge (round-trip from REL Austin)(Vehicle or Mileage is not included)	-	hr	2	$ 72.80	$ 145.60
2.1.2 Field Tech Time (on-site only, 2-hour minimum)	-	hr	4	$ 72.80	$ 291.20
2.1.3 Cylinder Charge	-	ea	4	$ 35.19	$ 140.76
Slump	Tex-415-A	ea	1	$ -	$ -

Rodriguez Engineering Laboratories, LLC

ATTACHMENT D

RATE SCHEDULE

WORK AUTHORIZATION No. 2

CONTRACT: 24RFSQ12 Materials Testing and Geotechnical Engineering Services Road Bond Program On-Call

PROJECT NAME: 25IFB58 Sonterra Boulevard

Unit Costs					
Services To Be Provided	**Test Code**	**Unit**	**Quantity**	**Cost**	**Total Cost**
Entrained Air	Tex-416-A	hr	1	$ -	$ -
Concrete Temperature	Tex-422-A	ea	1	$ -	$ -
4.1 Vehicle (Includes cylinder pick-up)	-	trip	2	$ 85.00	$ 170.00
2.4 Report of Concrete Test Results (Includes clerical, engineering review/seal, etc.)	-	ea	1	$ 100.70	$ 100.70
				Subtotal =	**$ 848.26**
Item 22 Spec 529-7009: CONC CURB & GUTTER (TY II)		**LF**	**60**		
2.1.1 Trip Charge (round-trip from REL Austin)(Vehicle or Mileage is not included)	-	hr	2	$ 72.80	$ 145.60
2.1.2 Field Tech Time (on-site only, 2-hour minimum)	-	hr	4	$ 72.80	$ 291.20
2.1.3 Cylinder Charge	-	ea	4	$ 35.19	$ 140.76
Slump	Tex-415-A	ea	1	$ -	$ -
Entrained Air	Tex-416-A	hr	1	$ -	$ -
Concrete Temperature	Tex-422-A	ea	1	$ -	$ -
4.1 Vehicle (Includes cylinder pick-up)	-	trip	2	$ 85.00	$ 170.00
2.4 Report of Concrete Test Results (Includes clerical, engineering review/seal, etc.)	-	ea	1	$ 100.70	$ 100.70
				Subtotal =	**$ 848.26**
				TOTAL ESTIMATED FEE =	**$ 14,459.29**

Commissioners Court - Regular Session **42.**

Meeting Date: 08/19/2025

Wyoming Springs - K Friese - SWA#2 to WA#1

Submitted By: Ragan Riggs, 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 Wyoming Springs Drive contract executed March 19, 2024, between Williamson County and K Friese & Associates, Inc. relating to the 2023 Road Bond Program. Project: P667 Fund Source: Road Bonds

Background

This Supplemental No. 2 to Work Authorization No. 1 extends the termination date to December 31, 2025.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Wyoming Springs - K Friese - SWA#2 to WA#1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	08/14/2025 10:22 AM
Form Started By: Ragan Riggs		Started On: 08/13/2025 01:58 PM
Final Approval Date: 08/14/2025		

Docusign Envelope ID: BC66DF73-478B-4E92-BB4F-F7538994B539

SUPPLEMENTAL WORK AUTHORIZATION NO. 2
TO
WORK AUTHORIZATION NO. 1

WILLIAMSON COUNTY ROAD BOND PROJECT:
Wyoming Springs Drive (Goldenoak Cir to RM 1431)

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 March 19, 2024 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and K Friese & Associates, Inc. (the "Engineer").

WHEREAS, the County and the Engineer executed Work Authorization No. 1 dated effective March 22, 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 Work Authorization shall terminate on December 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).

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.

Docusign Envelope ID: BC66DF73-478B-4E92-BB4F-F7538994B539

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:

By: DocuSigned by: CDBC8955BAF743B... Signature

Chris Flageolle
Printed Name

VP - Transportation
Title

8/6/2025
Date

COUNTY:

By: _____ Signature

_____
Printed Name

_____
Title

_____
Date

LIST OF ATTACHMENTS

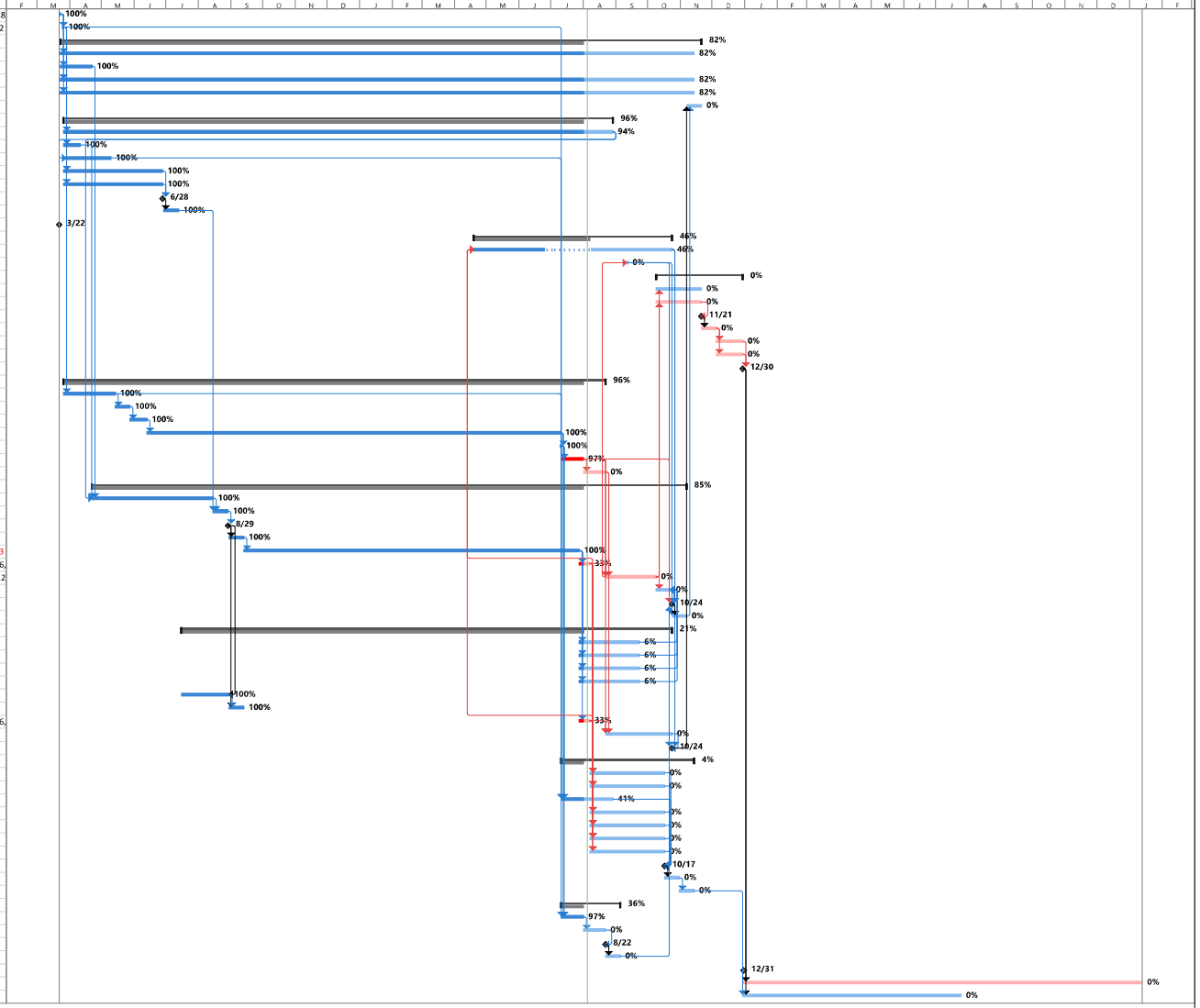
Attachment C - Work Schedule

APPROVED
By Christen Eschberger at 11:47 am, Aug 13, 2025

Docusign Envelope ID: BC66DF73-478B-4E92-BB4F-F7538994B539

Wyoming Springs Dr
Goldenoak Cir to RM 1431
Attachment C - Work Schedule

ID	Task Name	Duration	Start	Finish	Predecessors	Successors
2	NTP	1 day	Fri 3/22/24	Sat 3/23/24		3FS+2 days,5,6,7,8
3	Kickoff	1 day	Mon 3/25/24	Tue 3/26/24	2FS+2 days	31,14,15,11,12,62
4	**Project Management**	**608 days**	**Sat 3/23/24**	**Fri 11/21/25**		
5	Updating Project Schedule	601 days	Sat 3/23/24	Fri 11/14/25	2	
6	Develop QA/QC Plan (Draft and Final)	30 days	Sat 3/23/24	Mon 4/22/24	2	39
7	Meetings	601 days	Sat 3/23/24	Fri 11/14/25	2	
8	Reporting	601 days	Sat 3/23/24	Fri 11/14/25	2	
9	Develop WA 2 Work Plan and Scope	14 days	Fri 11/7/25	Fri 11/21/25	48,58	
10	**Route and Design Studies**	**521 days**	**Tue 3/26/24**	**Fri 8/29/25**		
11	Data Collection	521 days	Tue 3/26/24	Fri 8/29/25	3	39,13FS-14 days
12	Design Criteria	16 days	Tue 3/26/24	Thu 4/11/24	3	39
13	Constraints Map	43 days	Thu 3/28/24	Fri 5/10/24	11FS-14 days	62
14	Traffic Signal Warrant Study	94 days	Tue 3/26/24	Fri 6/28/24	3	16
15	Traffic Operational Analysis	94 days	Tue 3/26/24	Fri 6/28/24	3	16
16	Traffic Operational Analysis and Signal Warrant Study Submittal	0 days	Fri 6/28/24	Fri 6/28/24	15,14	17
17	Traffic Operational Analysis and Signal Warrant Study GEC and County Revie	14 days	Sat 6/29/24	Sat 7/13/24	16	40
18	**Public Involvement (Removed from Schedule per GEC Discussion 7/22/25)**	0 days	Fri 3/22/24	Fri 3/22/24		
19	**Utility Coordination Support**	**188 days**	**Sat 4/19/25**	**Fri 10/24/25**		
20	Incorporate Utility Information	145 days	Sat 4/19/25	Fri 10/24/25	44,56	47,58
21	Utility Meeting	1 day	Thu 9/11/25	Fri 9/12/25	45SS+20 days	48,58
22	**Right-of-Way Mapping**	**82 days**	**Thu 10/9/25**	**Tue 12/30/25**		
23	ROW Map	43 days	Thu 10/9/25	Fri 11/21/25	45	
24	Parcel Acquisition Documents	43 days	Thu 10/9/25	Fri 11/21/25	45	25FF
25	Draft Parcel Acquisition Documents Submittal	0 days	Fri 11/21/25	Fri 11/21/25	24FF	26
26	Draft Parcel Acquisition Documents GEC and County Review	14 days	Fri 11/21/25	Fri 12/5/25	25	28,27
27	Monumentation and ROW Staking	25 days	Fri 12/5/25	Tue 12/30/25	26	29
28	Final Parcel Acquisition Documents	25 days	Fri 12/5/25	Tue 12/30/25	26	29
29	Final Parcel Acquisition Documents Submittal	0 days	Tue 12/30/25	Tue 12/30/25	28,27	76,77
30	**Surveying**	**514 days**	**Tue 3/26/24**	**Fri 8/22/25**		
31	Right of Entry	49 days	Tue 3/26/24	Tue 5/14/24	3	71,32
32	Right of Entry Review and Approval	14 days	Tue 5/14/24	Tue 5/28/24	31	33
33	Right of Entry Resubmittal & Coordination	16 days	Tue 5/28/24	Thu 6/13/24	32	34
34	Right of Entry Coordination by City	392 days	Thu 6/13/24	Thu 7/10/25	33	71,35
35	Right of Entry Signed	1 day	Thu 7/10/25	Fri 7/11/25	34	62,71,36
36	Field Survey	21 days	Fri 7/11/25	Fri 8/1/25	35	47,57,45,37
37	Survey Processing	21 days	Fri 8/1/25	Fri 8/22/25	36	45,57
38	**Schematic Development**	**564 days**	**Mon 4/22/24**	**Fri 11/7/25**		
39	Draft Schematic Prep	115 days	Mon 4/22/24	Thu 8/15/24	11,12,6	40
40	Draft Schematic QAQC	14 days	Thu 8/15/24	Thu 8/29/24	39,17	41
41	Draft Schematic Submittal	0 days	Thu 8/29/24	Thu 8/29/24	40	42,54FF,55
42	Draft Schematic GEC and County Review	14 days	Fri 8/30/24	Fri 9/13/24	41	43
43	City, County, and Property Owner Negotiations	318 days	Fri 9/13/24	Mon 7/28/25	42	44,56,50,51,52,53
44	Draft Schematic Comment Response	10 days	Mon 7/28/25	Thu 8/7/25	43	20,45,64,63,65,66,
45	Final Schematic Prep	48 days	Fri 8/22/25	Thu 10/9/25	44,36,37	46,21SS+20 days,2
46	Final Schematic QAQC	14 days	Thu 10/9/25	Thu 10/23/25	45,50FF,51FF,52	47
47	Final Schematic Submittal	0 days	Fri 10/24/25	Fri 10/24/25	46,20,74,36	48
48	Final Schematic GEC and County Review	14 days	Fri 10/24/25	Fri 11/7/25	47,21	9
49	**Drainage Study**	**465 days**	**Tue 7/16/24**	**Fri 10/24/25**		
50	Hydrologic/Hydraulic Modeling	57 days	Mon 7/28/25	Tue 9/23/25	43	46FF
51	FEMA Coordination	57 days	Mon 7/28/25	Tue 9/23/25	43	46FF
52	Impact and Mitigation Analysis	57 days	Mon 7/28/25	Tue 9/23/25	43	46FF
53	Water Quality Analysis	57 days	Mon 7/28/25	Tue 9/23/25	43	46FF
54	Schematic Drainage Report (Draft)	45 days	Tue 7/16/24	Fri 8/30/24	41FF	55
55	Draft Schematic Drainage Report GEC and County Review	14 days	Fri 8/30/24	Fri 9/13/24	41,54	
56	Draft Schematic Drainage Report Comment Response	10 days	Mon 7/28/25	Thu 8/7/25	43	20,64,57,63,65,66,
57	Schematic Drainage Report Prep (Final)	63 days	Fri 8/22/25	Fri 10/24/25	56,36,37	58FF
58	Final Schematic Drainage Report Submittal	0 days	Fri 10/24/25	Fri 10/24/25	57FF,20,21	9
59	**Environmental Services**	**126 days**	**Fri 7/11/25**	**Fri 11/14/25**		
60	County Due Diligence	71 days	Thu 8/7/25	Fri 10/17/25	44,56	67FF
61	TxDOT Environmental Clearance	71 days	Thu 8/7/25	Fri 10/17/25	44,56	67FF
62	Data Collection & Field Reconnaissance	49 days	Fri 7/11/25	Fri 8/29/25	3,13,35	67FF
63	Hazardous Materials Environmental Site Assessment	71 days	Thu 8/7/25	Fri 10/17/25	44,56	67FF
64	Section 404 - Clean Water Act Compliance	71 days	Thu 8/7/25	Fri 10/17/25	44,56	67FF
65	Historic Site Compliance	71 days	Thu 8/7/25	Fri 10/17/25	44,56	67FF
66	Texas Antiquities Code Compliance	71 days	Thu 8/7/25	Fri 10/17/25	44,56	67FF
67	Draft Environmental Reports Submittal	0 days	Fri 10/17/25	Fri 10/17/25	62FF,63FF,64FF,	68
68	Environmental Reports GEC and County Review	14 days	Fri 10/17/25	Fri 10/31/25	67	69
69	Final Environmental Reports Submittal	14 days	Fri 10/31/25	Fri 11/14/25	68	77
70	**Geotechnical Services**	**56 days**	**Fri 7/11/25**	**Fri 9/5/25**		
71	Borings and Field Work	21 days	Fri 7/11/25	Fri 8/1/25	31,35,34	72
72	Geotechnical Reports	21 days	Fri 8/1/25	Fri 8/22/25	71	73FF
73	Geotechnical Reports Submittal	0 days	Fri 8/22/25	Fri 8/22/25	72FF	74
74	Geotechnical Report GEC and County Reivew	14 days	Fri 8/22/25	Fri 9/5/25	73	47
75	Work Authorization 1 Complete	0 days	Wed 12/31/25	Wed 12/31/25		
76	PS&E Development (Future WA)	379 days	Tue 12/30/25	Wed 1/13/27	29	
77	ROW Acquisition (Future WA)	207 days	Tue 12/30/25	Sat 7/25/26	29,69	



Critical · Critical Progress · Split · Manual Task · Finish-only · Baseline · Baseline Milestone · Summary Progress · Manual Summary · External Tasks · Inactive Task · Inactive Summary
Critical Split · Task · Task Progress · Start-only · Duration-only · Baseline Split · Milestone · Summary · Project Summary · External Milestone · Inactive Milestone · Deadline

Commissioners Court - Regular Session **43.**

Meeting Date: 08/19/2025

Schultz Lane (Survey) - McGray & McGray - WA#5

Submitted By: Ragan Riggs, Road Bond

Department: Road Bond

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on Work Authorization No. 5 to the Surveying Services contract executed May 9, 2024, between Williamson County and McGray & McGray Land Surveyors, Inc. relating to the 2023 Road Bond Program. Project: P656 Fund Source: Road Bonds

Background

This Work Authorization No. 5 is for surveying on the Schultz Lane Project in the amount of $36,250.54 and terminates on September 30, 2026.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Schultz Lane (Survey) - McGray & McGray - WA#5

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	08/14/2025 10:23 AM
Form Started By: Ragan Riggs		Started On: 08/13/2025 02:01 PM
Final Approval Date: 08/14/2025		

WORK AUTHORIZATION NO. 05

WILLIAMSON COUNTY ROAD BOND PROJECT: SCHULTZ LANE

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Surveying Services, being dated May 9, 2024 (the "Contract"), and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **McGray & McGray Land Surveyors, Inc.** (the "Surveyor").

Part 1. The Surveyor will provide the following Surveying Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is **$36,250.54**.

Part 3. Payment to the Surveyor for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective **on the date of final acceptance and full execution of the parties hereto** and shall terminate on **September 30, 2026**. The Surveying Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date, unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Surveyor understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Surveyor that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Surveyor.

Part 7. This Work Authorization is hereby accepted and acknowledged below.

Continued next page

EXECUTED this _____.

SURVEYOR:	COUNTY:
McGray & McGray Land Surveyors, Inc.	**Williamson County, Texas**
By: _____	By: _____
Signature	Signature
Chris Conrad	_____
Printed Name	Printed Name
Vice President	_____
Title	Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Surveyor

Attachment C - Work Schedule

Attachment D - Fee Schedule

APPROVED

By Christen Eschberger at 11:44 am, Aug 13, 2025

ATTACHMENT A
SERVICES TO BE PROVIDED BY THE COUNTY FOR SCHULTZ LANE

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 Surveyor, as necessary, with obtaining data and information from other local, regional, State and Federal agencies required for this project.

3. Provide available criteria and full information as to the client's requirements for the project. Provide examples of acceptable format for the required deliverables.

4. Provide timely reviews and decisions necessary for the Surveyor to maintain the project work schedule. Review recommendations offered by the Surveyor, progress of work, and final acceptance of all documents.

5. Submittal of documentation and permits to regulatory agencies for review and comment, when specified.

6. Assist with coordination between the Surveyor and the County's other consultants.

7. The horizontal datum for this project will be NAD83 (2011) Texas Coordinate System, Central zone, with a scale factor of 1.00012, or as provided by the County.

8. Facilitate communication with landowner(s), who may be or are hostile with respect to completion of the WA.

ATTACHMENT B
SERVICES TO BE PROVIDED BY THE SURVEYOR FOR SCHULTZ LANE

1. RIGHT OF WAY (ROW) AND MAPPING

   a. ROW MAP:

      - Research and compile deed/plat records and build a working map from recorded data.
      - Calculate approximate search data to recover right of way monumentation and make initial pass to recover right of way monumentation.
      - Draft preliminary right of way map and list of impacted tracts.

   b. PARCEL ACQUISITION DOCUMENTS (**[2]** parcel documents assumed, **[2]** staking assumed, **[2]** exhibits assumed):

      - Upon approval of final schematic, prepare a right of way strip map.
      - Prepare draft parcel sketches and field notes documents for right of way parcel and easement acquisition. Note any improvements requiring removal/relocation.
      - 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:

      - Set appropriate monumentation in accordance with County requirements. Prepare signed and sealed documents for right of way parcel and easement acquisition.
      - 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:

      - Preliminary ROW Map and affected property owner list (drawing file, pdf, and hardcopies)
      - Final ROW Map and affected property owner list (drawing file, pdf, and hardcopies)

- Draft Parcel Acquisition Documents (pdf)
- Final Parcel Acquisition Documents (one original and pdf)
- Property owner exhibits (drawing file, pdf, and hardcopies)

ATTACHMENT C
WORK SCHEDULE
Schultz Lane

Work shall begin in 1 week after receiving written Notice-to-Proceed. McGray and McGray Land Surveyors, Inc. estimates project completion by July 31st, 2026 with the following deliverable schedule:

- Draft Acquisition Parcel Document (pdf), by February 28, 2026
- Final Signed and Sealed Acquisition Parcel Document (pdf), by April 30, 2026
- Survey CADD file(s), by April 30, 2026
- ASCII point file of all points locates/set during course of the survey, by April 30, 2026
- Work Authorization terminate date September 30, 2026

NOTE: Weather and access issues may affect timing for actual delivery of scoped items.

Attachment D - Fee Schedule
Summary of Manhours by Classification
McGray and McGray Land Surveyors, Inc. (McGray)

Description of Work or Task	Project Manager $201.50/Hr	3 man survey crew, with vehicle and data collection $225.00/Hr	2 man survey crew, with vehicle and data collection $190.00/Hr	Abstractor $85.97/Hr	Survey (RPLS) Senior $188.06/Hr	Survey (RPLS) $166.57/Hr	Survey Technician (SIT) $115.53/Hr	Survey Technician $95.38/Hr	Survey Field Crew Coordinator $91.35/Hr	Admin / Clerical $85.97/Hr	Staff-Hr. Totals	Staff Cost / Task Totals
Utility Coordination Support Subtotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$0.00**
Task 1: Right of Way (ROW) and Mapping												
a. ROW Map	4		50	6	8		32	80			180	$23,653.66
b. Parcel Acquisition Documents	4				15		16	32			67	$8,527.54
c. Monumentation and ROW staking			12		3		4	8			27	$4,069.34
d. Deliverables											0	$0.00
Right of Way (ROW) and Mapping Subtotal	**8**	**0**	**62**	**6**	**26**	**0**	**52**	**120**	**0**	**0**	**274**	**$36,250.54**
Condemnation Support Subtotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$0.00**
Geotechnical Services Subtotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$0.00**
Schultz Lane Total												***$36,250.54***

Commissioners Court - Regular Session **44.**

Meeting Date: 08/19/2025

Budget Hearing Item

Submitted By: Hal Hawes, General Counsel

Department: General Counsel

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on canceling the previously called Budget Hearing on the proposed 2025/2026 Williamson County Budget that was set for Tuesday, August 26th, 2025 at 9:30 a.m. and re-setting the Budget Hearing on the proposed 2025/2026 Williamson County Budget to the new date of Wednesday, September 3rd, 2025 at 1:00 p.m. in the Commissioners Courtroom at 710 Main Street, 2nd Floor, Georgetown, Texas; and authorize and ratify all actions necessary for publishing the required notice regarding such Budget Hearing.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	08/15/2025 01:55 PM
Form Started By: Hal Hawes		Started On: 08/15/2025 01:39 PM
Final Approval Date: 08/15/2025		

Commissioners Court - Regular Session **45.**

Meeting Date: 08/19/2025

Tax Rate Budget Hearing

Submitted By: Hal Hawes, General Counsel

Department: General Counsel

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on canceling the previously called Tax Rate Public Hearing that was set to be held on August 26, 2025, at 9:30 a.m. and re-setting the Tax Rate Public Hearing to the new date of Wednesday, September 3rd, 2025, at 1:00 p.m. in the Commissioners Courtroom at 710 Main Street, 2nd Floor, Georgetown, Texas.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	08/15/2025 01:55 PM
Form Started By: Hal Hawes		Started On: 08/15/2025 01:43 PM
Final Approval Date: 08/15/2025		

Commissioners Court - Regular Session **46.**

Meeting Date: 08/19/2025

Spaceport

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

Department: Commissioner Pct. #2

Agenda Category: Regular Agenda Items

Information

Agenda Item

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

Background

The Central Texas Spaceport Development Corporation will be governed by a seven-member Board of Directors who shall have the powers and authority granted to Spaceport Development Corporations under Chapter 507 of the Texas Local Government Code. Williamson County will appoint four of the Directors and the City of Cedar Park will appoint three of the Directors. The Central Texas Spaceport Development Corporation will be a separate legal entity that exists separate and apart from either county. Any future contracts or other obligations will be binding on the Central Texas Spaceport Development Corporation and will not be obligations of Williamson or the City of Cedar Park.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Resolution

Central TX Spaceport Bylaws

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	08/08/2025 12:23 PM
Commissioner Pct. 2 (Originator)	Kathy Pierce	08/12/2025 04:37 PM
Form Started By: Kathy Pierce		Started On: 08/08/2025 10:50 AM
Final Approval Date: 08/12/2025		

RESOLUTION NO. R161.25.08.07.F1

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CEDAR PARK, TEXAS, APPROVING BY-LAWS AND AUTHORIZING THE ESTABLISHMENT OF THE CENTRAL TEXAS SPACEPORT DEVELOPMENT CORPORATION; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the Texas Local Government Code, Chapter 507, authorizes a political subdivision or political subdivisions in the State of Texas to create a Spaceport Development Corporation ("SDC") to support projects for the promotion or development of a spaceport; and

WHEREAS, Williamson County and the City of Cedar Park propose to establish the Central Texas Spaceport Development Corporation to support spaceport development projects in Williamson County and Cedar Park; and

WHEREAS, the attached proposed By-Laws of the Central Texas SDC will establish the structure, operations, and management in accordance with state law, including the establishment of a governing volunteer 7-member Board of Directors, to be duly qualified and jointly appointed by Williamson County and the City of Cedar Park; and

WHEREAS, once the By-Laws are approved by the Cedar Park City Council and the Williamson County Commissioners Court, a certificate of formation will be filed with the Texas Secretary of State formally establishing the Central Texas Spaceport Development Corporation.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR PARK, TEXAS:

SECTION 1. The City Council hereby approves the proposed By-Laws attached hereto and authorizes the establishment of the Central Texas Spaceport Development Corporation, subject to final review by the City Attorney.

SECTION 2. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

PASSED AND APPROVED this the 7th day of August, 2025.

CITY OF CEDAR PARK, TEXAS

James Penniman-Morin, Mayor

ATTEST:

LeAnn M. Quinn, TRMC
City Secretary

APPROVED AS TO FORM
AND CONTENT:

J.P. LeCompte, City Attorney

CITY OF CEDAR PARK
TEXAS
1973

RESOLUTION NO. R161.25.08.07.F1

Central Texas Spaceport Development Corporation
By-Laws

PREAMBLE

These Bylaws are subject to, and governed by, the Texas Non-Profit Corporation Act and the Certificate of Formation of the Corporation. In the event of a direct conflict between the provisions of these Bylaws and the mandatory provisions of the Texas Non-Profit Corporation Act, the Texas Non-Profit Corporation Act will be controlling. In the event of a direct conflict between the provisions of these Bylaws and the Certificate of Formation of the Corporation, the Certificate of Formation will be controlling.

ARTICLE I – NAME

1.1 Name. The name of the corporation is Central Texas Spaceport Development Corporation, referred to hereinafter as "Corporation". The Corporation was duly charted on DATE (Charter No. XXXX), pursuant to the provisions of the Nonprofit Corporations Act, Chapter 22 of the Texas Business Organizations Code.

ARTICLE 2 – PURPOSE

2.1 Purpose. The purpose of the Corporation is to support the creation and development of a spaceport project in Williamson County, Texas and Cedar Park, Texas.

ARTICLE 3 – OFFICES

3.1 Principal Office. The principal office of the Corporation and such other offices, either within or without the State of Texas, shall be in the City of Cedar Park.

3.2 Registered Office. The Corporation shall continuously maintain a registered office, and a registered agent whose office is identical with such registered office, or as otherwise required by Chapter 22 of the Texas Business Organizations Code. The registered office may be, but need not be, identical with the principal office, and the address of the registered office may be changed from time to time by the Board of Directors.

ARTICLE 4 – POWERS

4.1 General Powers. The general powers are as follows:

4.1.1 To perform any lawful act as prescribed by the powers of the Secretary of State of Texas and Chapter 507 of the Texas Local Government Code; provided the

Corporation shall not be authorized to exercise the power of eminent domain to acquire property for a spaceport pursuant to Texas Local Government Code, Title 12, Subtitle C1, Chapter 507, Subchapter C, Sec. 507.103.

4.1.2 To receive and maintain a fund or funds, real estate or personal property, or both, and subject to the restrictions and limitations hereinafter set forth, to use and apply the whole or any part of the income therefrom and the principal thereof exclusively to support the creation and development of a spaceport project in Williamson County, and Cedar Park, Texas.

4.1.3 No part of the net earning of the Corporation shall inure to the benefit of any Director of the Corporation, Officer of the Corporation, or any private individual (except that reasonable compensation may be paid for services rendered to or for the Corporation affecting one or more of its purposes), and no Director or Officer of the Corporation, or any private individual shall be entitled to share in the distribution of any of the corporate assets on dissolution of the Corporation.

ARTICLE 5 – MEMBERSHIP

5.1 Members. The Corporation shall not have members, unless required by law.

5.2 Officers. The Board of Directors shall elect a President, a Secretary, and a Treasurer from among its members, or as specifically stated below. The Board of Directors may also elect a Vice President, and other assistant officers, as considered necessary. Board officers shall be elected or reaffirmed bi-annually.

5.2.1 President. The President shall preside at all meetings of the Board, and, subject to Board approval, may sign and execute all contracts, conveyances, franchises, bonds, deeds, assignments, mortgages, notes and other instruments in the name and on behalf of the Corporation.

5.2.2 Vice President. The Vice President shall have such powers and duties as may be prescribed by the Board and shall exercise the powers of the President during the President's absence or inability to act. Any action taken by the Vice President in the performance of the duties of the President shall be conclusive evidence of the absence or inability to act of the President at the time such action was taken.

5.2.3 Treasurer. The Treasurer shall have the responsibility to see to the handling, custody, and security of all funds and securities of the Corporation in accordance with these Bylaws. When necessary or proper, the Treasurer may endorse and sign, on behalf of the Corporation, for collection or issuance, checks, notes and other obligations in or drawn upon such bank or banks or depositories as shall be designated by the Board consistent with these Bylaws. The Treasurer shall see to

the entry in the books of the Corporation full and accurate accounts of all monies received and paid out on account of the Corporation. The Treasurer shall, at the expense of the Corporation, give such bond for the faithful discharge of his duties in such form and amount as the Board. The Board may appoint as Treasurer any Board member or Williamson County or City of Cedar Park employee.

5.2.4 Secretary. The Secretary shall keep the minutes of all meetings of the Board in books provided for that purpose, shall give and serve all notices, may sign with the President in the name of the Corporation, and/or attest the signature thereto, all contracts, conveyances, franchises, bonds, deeds, assignments, mortgages, notes and other instruments of the Corporation, shall have charge of the corporate books, records, documents and instruments, except the papers as the Board may direct, and shall in general perform all duties incident to the office of Secretary subject to the control of the Board. The Board may appoint as Secretary any Board member or Williamson County or City of Cedar Park employee.

5.3 Immunity from Liability. The members of the Board of Directors of the Corporation are not personally liable for a debt, liability, or obligation of the Corporation, unless the officer's conduct was not exercised:

(1) In good faith;
(2) With ordinary care; and
(3) In a manner the officer reasonably believes to be in the best interest of the Corporation.

ARTICLE 6 – BOARD OF DIRECTORS

6.1 General Powers and Responsibilities. The Corporation shall be governed by a Board of Directors ("the Board"), which shall have all the rights, powers, privileges and limitations of liability of directors of a nonprofit corporation organized under the Texas Non-Profit Corporation Act. The Board shall establish policies and directives governing business and programs of the Corporation and may delegate responsibility for the administrative and business management of the Corporation to an Executive Director.

6.1.1 Primary Responsibility. The Board of Directors is vested with a fiduciary responsibility to set policy, provide fiscal guidance, and ongoing governance of the Corporation.

6.1.2 Board Compensation. The Board shall receive no compensation other than reimbursement for reasonable expenses incurred in the performance of their role as a Director of the Corporation.

6.2 Authority. The Board of Directors has the general power to control and manage the affairs, funds, and property of the Corporation; disburse the Corporation's monies and dispose of

its property in accordance with the provisions contained in the Corporation's Certificate of Formation. The Board of Directors shall not permit any part of the net earnings or capital of the Corporation to benefit any private individual. The fiduciary responsibilities of individual Directors are those specified for directors in Chapter 22 of the Texas Business Organizations Code, as amended. Notwithstanding anything to the contrary above, the Board of Directors shall have power to act in accordance with Chapter 507 of the *Texas Local Government Code* to carry out the purposes of the Corporation.

6.3 Number and Qualifications. The number of Directors shall be seven (7). Directors shall have strong leadership skills and commitment to the Corporation's mission. Directors shall dedicate adequate time and effort to the performance of their responsibilities as Director and shall not have a conflict of interest that places their personal interest in conflict with the interest of the Corporation.

6.4 Designation of Initial Board of Directors. The initial Board of Directors will be appointed by Williamson County, by majority vote of the Williamson County Commissioners Court, and the City of Cedar Park, by majority vote of the Cedar Park City Council, as provided below. The initial Directors will be named in the Certificate of Formation of the Corporation and will serve from the date of Corporation charter until the dates set forth in Section 6.5.1 below.

6.4.1 Williamson County. Williamson County, by majority vote of the Williamson County Commissioners Court, shall have the unequivocable right to appoint, and thereafter, at all times, maintain three (3) Directors on the seven-member Board of Directors. Williamson County will fill Place #1, Place #3, and Place #5. Williamson County, by majority vote of the Williamson County Commissioners Court upon consideration of input from the City of Cedar Park, shall have the right to appoint an individual with significant professional experience in a space related industry or a university level professor in a space related field to Place #7 on the Board of Directors.

6.4.2 Cedar Park. The City of Cedar Park, by majority vote of the Cedar Park City Council, shall have the unequivocable right to appoint, and at all times maintain three (3) Directors on the seven-member Board of Directors. The City of Cedar Park will fill Place #2, Place #4, and Place #6 on the Board.

6.5 Board Terms.

6.5.1 Term Length. Unless a Director resigns or is removed, all terms on the Board of Directors will be two (2) year terms that expire June 1, except that the initial term for Place #1, Place #2, Place #3, and Place #4 on the Board of Directors shall be a two (2) year term expiring June 1, 2027 and the initial term for Place #5, Place #6, and Place #7 shall be a

one (1) year term expiring June 1, 2026 so that the terms are staggered in the future. The initial Directors will be named in the Certificate of Formation of the Corporation

6.5.2 Term Limitations. There will be no term limitations on the Board of Directors. Board appointees will serve at the pleasure of the respective appointing body and will continue to serve until a successor is appointed.

6.5.3 Vacancies. Any Director vacancy of a Williamson County appointed Board position shall be filled by a majority vote of the Williamson County Commissioners Court, provided any appointment to Place #7 shall be made upon consideration of input from the City of Cedar Park. Any Director vacancy of a City of Cedar Park appointed Board position shall be filled by a majority vote of the Cedar Park City Council. An appointee will serve the remaining portion of the Director's term that he or she is filling.

6.6 Removal of Directors. A Director of the Board may be removed, with or without cause, by a majority vote, if appointed by Williamson County, of the Williamson County Commissioners Court, or if appointed by the City of Cedar Park, by a majority vote of the Cedar Park City Council. Williamson County shall only remove the Place #7 Director upon consideration of input from the City of Cedar Park.

6.7 Conflict of Interest. It is the responsibility of each Director to make full disclosure to the Board of Directors concerning any actual or reasonably anticipated conflicts of interest in any matter which is the subject of business before the Board. No Director may deliberate or vote on any matter in which he or she has any actual or reasonably anticipated conflict of interest. Directors shall disclose in writing to the Board of Directors any persons to whom they are closely related or organization or entity with which they are affiliated who or which presently transacts business with the Corporation or might reasonably be expected to do so in the future. Each disclosure shall be updated and resubmitted on a yearly basis.

An affiliation with an organization or entity shall be considered to exist when a Director or a member of his or her immediate family, close relative, affectional or life partners is an officer, director, partner, employee, or agent of the other organization, or has any substantial interest or dealing with the other organization or entity. Closely related persons shall include, in addition to spouses, children, siblings, and blood relatives, affectional relationships between persons of the same or opposite sex. A "substantial interest' is as defined in Tex. Local Gov't. Code, Section 171.002.

ARTICLE 7 – MEETINGS

7.1 Regular Meetings. The regular meetings of the Board shall be as set by a majority of the Board and held in the City of Cedar Park. The Board of Directors may reschedule regular meetings as deemed necessary by a majority vote. The Board of Directors shall meet at least once every three months at the call of the Presiding Officer or a majority of Directors.

7.2 **Special Meetings.** Special meetings of the Board may be called by or at the request of the Presiding Officer or by a vote of a majority of the Directors at a regular meeting. Special meetings shall be held in the City of Cedar Park. All special meetings shall be called by the Presiding Officer at least seventy-two (72) hours in advance of said meeting.

7.3 **Waiver of Notice.** Notice of all regular and special meetings of the Board shall be provided at least 3 business days prior to the meeting, delivered personally or sent by email or electronic transmission to each Director at his or her address shown by the records of the Corporation. If notice is given by electronic transmission, such notice shall be deemed to be delivered upon transmission. Any Director may waive notice of any meeting. The attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, unless a Director attends a meeting for the express purpose of objecting to the transaction of any business. A waiver of notice of a board meeting is not required to specify the business to be transacted at the meeting or the purpose of the meeting, unless required by the bylaws.

7.4 **Quorum.** A majority of the Board of Directors qualified to vote shall constitute a quorum for the transaction of business at any meeting of the Board. If a quorum is not present at a meeting, the Board members present may adjourn the meeting from time to time without further notice until a quorum shall be present. However, a Board member shall be considered present at any meeting of the Board of Directors if during the meeting he or she is connected by conference telephone or similar communications system, including videoconferencing technology or the internet, or any combination of these used to communicate with other Board members participating in the meeting, as provided under Chapter 551 of the Texas Government Code.

7.5 **Manner of Acting.** The act of a majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors, unless the acts of a greater number is required by law or by these Bylaws.

ARTICLE 8 – COMMITTEES OF THE BOARD

8.1 **Creation and Authority.** The Board of Directors may designate and appoint one or more committees. Each shall be chaired or co-chaired by a Director of the Board and shall consist of at least two or more Directors. Each committee shall report directly to the Board of Directors. The Chair shall appoint committee chairs of each Board committee and be an ex-officio voting member of each said committee.

8.2 **Vacancies.** Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments.

8.3 **Quorum.** Unless otherwise provided in the resolutions of the Board of Directors designating a committee, a majority of the whole committee shall constitute a quorum and

the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

8.4 Rules. Each committee may recommend rules for its own government not inconsistent with these Bylaws and shall be submitted to the Board of Directors for adoption.

ARTICLE 9 – INDEMNIFICATION

9.1 Indemnification. The Corporation shall indemnify a director or officer of the corporation for necessary expenses and costs, including attorney's fees, actually incurred by the director or officer in connection with a claim asserted against the director or officer, by action in court or another forum, by reason of the director's or officer's being or having been a director or officer of the corporation. No Director shall be held personally liable for any debts of the Corporation.

ARTICLE 10 – PERSONNEL POLICIES

10.1 Written Policies. If employees are hired, the Corporation shall establish written policies concerning qualifications, responsibilities, and conditions of employment.

10.2 Contents of Policies. The Corporation's personnel policies shall be available to each employee. The policies shall be applicable to all federal, state, and local laws.

ARTICLE 11 – FINANCIAL RECORDS AND ANNUAL REPORT

11.1 Financial Records. The Corporation shall maintain current and accurate financial records with complete entries as to each financial transaction of the Corporation, including income and expenditures, in accordance with generally accepted accounting principles.

11.2 Minutes. Corporation shall keep minutes of the proceedings of its Board of Directors, and Committees having any of the authority of the Board of Directors and shall keep at the registered or principal office a record of the names and addresses of the members entitled to vote. All books and records of the Corporation may be inspected by any Director or his or her agent or attorney for any purpose at any reasonable time.

11.3 Annual Report. The Board of Directors shall oversee and approve an annual report of the business of the Corporation and present the annual report to the Williamson County Commissioners Court and the City of Cedar Park City Council. The annual report shall be prepared using current financial records of the Corporation from the previous year and must conform to accounting standards as adopted by the American Institute of Certified Public Accountants. The Annual Report shall be made available on the Corporation's website.

11.3.1 Availability to Public. The Corporation shall keep each document the Corporation is required to make available for public inspection at the Corporation's registered or principal office for at least three years after the close of the fiscal year. Documents shall

be available for inspection and copying at the Corporation's principal office during regular business hours. The Corporation may charge a reasonable fee for preparing a copy of a document.

ARTICLE 12 – MISCELLANEOUS

12.1 Fiscal Year. The fiscal year of the Corporation shall be October 1 to September 30.

12.2 Seal. The Board of Directors shall provide a corporate seal, which shall be in the form of a circle and shall have inscribed therein the name: "Central Texas Spaceport Development Corporation". The Corporate seal may be either embossed or produced by a computerized graphic.

12.3 Discrimination. The rules established by the Board of Directors shall govern all cases wherein they do not conflict with the law, the charter, or these Bylaws.

12.4 Parliamentary Authority. The rules established by the Board of Directors shall govern all cases wherein they do not conflict with the law, the charter, or these Bylaws. The Presiding Officer has the authority to appoint a Parliamentarian as needed.

12.5 Proxy. Directors shall not be permitted to vote by proxy.

12.6 Voting. At any meeting of the Directors, every Director present shall be entitled to one vote and, except as otherwise provided by law or by these Bylaws, the act of the majority present at any meeting at which a quorum is present shall be the act of the Directors.

12.7 Loans. The Corporation shall not make a loan to a Director. The Corporation shall not make any loan of money or property to, or guarantee the obligation or, any Director, Officer, or Employee. Provided, however, that the Corporation may advance money to a Director, Officer, or Employee of the Corporation for expenses reasonably anticipated to be incurred in the performance of their duties so long as such individual would be entitled to be reimbursed for such expense absent that advance.

12.8 Dissolution. In the event that the Corporation is dissolved for any reason ceases to operate, the assets of the Corporation, if any, are to be transferred equally to Williamson County, Texas and Cedar Park, Texas.

12.9 Eminent Domain. The exercise of eminent domain shall be contingent upon prior approval by the County or City having jurisdiction over the subject property.

12.10 Amendments to Bylaws. These Bylaws may only be amended upon the prior consent of both Williamson County, by majority vote of the Williamson County Commissioners Court, and City of Cedar Park, by majority vote of the Cedar Park City Council.

Commissioners Court - Regular Session **47.**

Meeting Date: 08/19/2025

Spaceport Boar of Directors

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

Department: Commissioner Pct. #2

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on the appointment of Dr. Julie Lessiter to Place #1 on the Central Texas Spaceport Development Corporation Board of Directors for a two-year term beginning June 1, 2025, and ending on June 1, 2027.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Julie Lessiter

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	08/12/2025 04:58 PM
Form Started By: Kathy Pierce		Started On: 08/12/2025 04:43 PM
Final Approval Date: 08/12/2025		

Dr. Julie Lessiter

Dr. Julie Lessiter serves as the inaugural Vice President for the Round Rock Campus at Texas State University, a position she has held since August 2023. In this role, she is responsible for overseeing the transformation and growth of the 101-acre campus to support multidisciplinary academic and research initiatives that impact both local and state communities.

Before joining Texas State University, Dr. Lessiter was the Vice Chancellor for Strategic Initiatives at Louisiana State University Shreveport (LSUS) starting in 2018. During her tenure, she led significant projects, including the development of a 10,000-square-foot Cyber Collaboratory, fostering industry partnerships, creating workforce certifications and programs, and implementing the university's first strategic enrollment plan. These efforts resulted in a 100% increase in enrollment over five years, making LSUS the fastest-growing institution in Louisiana.

Dr. Lessiter's career in higher education spans over 25 years, during which she has held various roles. Prior to her vice chancellorship, she served as interim provost and vice chancellor for academic affairs, vice provost for enrollment management, and associate vice chancellor for academic services at LSUS. She also dedicated 12 years to intercollegiate athletics, working as the associate athletic director and senior woman administrator at Arkansas State University and Northwestern State University.

A native of Southampton, England, Dr. Lessiter came to the United States on a tennis scholarship at Northwestern State University in Louisiana. She earned multiple degrees, including a Bachelor of Science in Health and Exercise Science, a Bachelor of Science in Business Administration, and a Master of Education in Sports Administration from Northwestern State University. Additionally, she holds a Master of Business Administration from Arkansas State University and a Doctor of Educational Leadership from Lamar University.

In her current role at Texas State University, Dr. Lessiter is focused on expanding community and business partnerships, increasing campus infrastructure, and growing student enrollment at the Round Rock Campus. Her goal is to increase enrollment from the current 1,800 students to 10,000 by 2030, aligning with the university's strategic vision.

Dr. Lessiter's dedication to higher education and student success is evident in her extensive experience and the impactful initiatives she has led throughout her career.

Commissioners Court - Regular Session **48.**

Meeting Date: 08/19/2025

Spaceport Board of Directors

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

Department: Commissioner Pct. #2

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on the appointment of Ed Trevis to Place #3 on the Central Texas Spaceport Development Corporation Board of Directors for a two-year term beginning June 1, 2025, and expiring on June 1, 2027.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Ed Trevis Bio

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	08/13/2025 08:59 AM
Form Started By: Kathy Pierce		Started On: 08/12/2025 04:57 PM
Final Approval Date: 08/13/2025		

Ed Trevis

Founder, President & CEO | Corvalent Corporation
📞 512-456-2400 | ✉ ed.trevis@corvalent.com

Visionary Leader | Executive Strategist | Industry Innovator

Ed Trevis is the Founder, President, and CEO of Corvalent Corporation, a leader in industrial computing solutions. With over 35 years of executive leadership, Ed has built a reputation as a dynamic strategist with deep expertise in corporate operations, product innovation, and market expansion. His leadership spans multiple industries, driving growth through visionary planning, executive development, and technological advancement.

A results-driven executive, Ed specializes in operational excellence, sales and marketing strategies, and financial oversight. His track record includes transforming organizational structures, pioneering industrial IoT and AI systems, and optimizing manufacturing processes to enhance productivity and business integrity.

Areas of Expertise:

- Executive & Operations Management
- Business Strategy & Growth
- Technology Product Development
- Industrial IoT & AI Systems
- Profit & Loss Analysis
- Leadership Development & Mentoring
- Corporate Governance & Board Leadership
- Public Speaking & Presentations

Professional Experience

Corvalent Corporation | Cedar Park, TX
Founder, President & CEO (1993 – Present)

- Spearheads corporate strategy, business expansion, and technology-driven innovation.
- Leads the development of industrial computing solutions tailored for mission-critical applications.
- Oversees manufacturing, engineering, and global sales initiatives.

Executive Coach (2011 – Present)

- Guides CEOs and business leaders in leadership, strategy, and personal development.

DEICO Electronics | Fremont, CA
Vice President of Sales & Marketing (1988 – 1993)

Round Table Pizza, Evers Franchise | Monterey, CA
Director of Operations (1986 – 1988)

Domino's Pizza, Pizza Express Franchise | Monterey, CA
Operations Management (1985 – 1986)

Corporate Board Experience

- **Chairman of the Board**, Corvalent Corporation (1993 – Present)
- **Vistage International CEO Board Member** (2001 – Present)
- **Board Member**, Cedar Park Regional Hospital (2020 – 2023)
- **Board Member**, Ethics in Business – Recognized Good (2020 – Present)
- **Member**, YTexas (2018 – Present)
- **Chairman**, Cedar Park Chamber of Commerce (2014)
- **Board Member**, Cedar Park Chamber of Commerce (2012 – 2018)
- **Chairman**, Land Use & Development Advisory Board, Jonestown, TX (2017 – 2018)
- **Chairman**, Cedar Park City Comprehensive Plan (2013 – 2014)

Industry Recognition & Achievements

- **Two-Time Business Journal "50 Fastest Growing Companies" Winner** (Silicon Valley & Austin)
- **2018 Manufacturing of the Year Award** (Enterprise Integration & Technology Leadership by Frost & Sullivan)
- **Small Business of the Year Award** (Texas Governor's Office & Texas Workforce Commission)
- **Intel Corporation Award of Excellence** (30-Year Member of Intelligent Systems Alliance)
- **ISO 9000-2015, ISO-13485-2016 Certified** (Medical Equipment Assembly)
- **Small Business Award Finalist for Ethics in Business & Community** (2017, 2018)
- **Vistage International CEO Awards:**

  2024 Vistage International Best Team Spirit Member of the Year

  2023 Vistage International Lifetime Achievement Award

2016 Vistage Most Valuable Board Member (2016)

Best Board Attendance (2014, 2015, 2017, 2018)

Education & Professional Development

- **Business Administration** (1980 – 1982)
- **Vistage International Member** (22+ years, 150+ expert speaker sessions, 5000+ hours of board participation)
- **Executive Coach & Mentor** (20+ years)
- **Languages: English, Portuguese, Spanish and Italian**

Ed Trevis is a dedicated leader with a passion for pattern breaking, business transformation, innovation, and mentorship. His experience in executive leadership, corporate strategy, and emerging technologies has positioned him as a trusted advisor and industry pioneer.

Commissioners Court - Regular Session **49.**

Meeting Date: 08/19/2025

Spaceport Board of Directors

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

Department: Commissioner Pct. #2

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on the appointment of Dave Porter to Place #5 on the Central Texas Spaceport Development Corporation Board of Directors for a one-year term beginning June 1, 2025, and ending on June 1, 2026.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Dave Porter Bio

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	08/13/2025 09:02 AM
Form Started By: Kathy Pierce		Started On: 08/12/2025 05:07 PM
Final Approval Date: 08/13/2025		



Dave Porter

Executive Director, Williamson County Economic Development Partnership

Dave was born 1958 in Wichita, Kansas. He has spent 35 years in Economic Development in cities like Austin, TX, Raleigh, NC, Orlando, FL, Wichita, KS, Asheville, NC. His goal is to bring prosperity through high wage jobs to Williamson County.

He spent 11 years at the Austin Chamber of Commerce as the Senior Vice President of Economic Development encouraging businesses like Samsung to make Austin their home. He is currently Executive Director for the Williamson County Economic Development Partnership. He is an avid golfer.

He has extensive international experience in Asia and European markets. He is known for his depth of cultural knowledge and as a relationship builder. Dave received his degree in Business Administration from Wichita State University and Economic Development certification from Oklahoma University.

Commissioners Court - Regular Session **50.**

Meeting Date: 08/19/2025

Spaceport Board of Directors

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

Department: Commissioner Pct. #2

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on the appointment of Dr. Lori Magruder to Place #7 on the Central Texas Spaceport Development Corporation Board of Directors for a one-year term beginning June 1, 2025, and ending on June 1, 2026.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Dr. Magruder Bio

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	08/13/2025 09:03 AM
Form Started By: Kathy Pierce		Started On: 08/12/2025 05:11 PM
Final Approval Date: 08/13/2025		

Lori Magruder

The University of Texas at Austin
Department of Aerospace Engineering and Engineering Mechanics

Lori Magruder is an Associate Professor in the Aerospace Engineering and Engineering Mechanics Department at the University of Texas at Austin and holds the Myron L. Begeman Fellowship in Engineering. Dr. Magruder is a subject matter expert in remote sensing, remote sensing instrumentation, implementation, validation and 3D geospatial data exploitation. She also serves as the Director of the UT Center for Space Research, an organized research unit in the UT Cockrell School of Engineering. Dr. Magruder received her bachelor's degree from The University of Southern California in Aerospace Engineering and her master's degree from Princeton University in Mechanical an Aerospace Engineering. Her Ph.D. was earned from The University of Texas at Austin with a focus on ground-based validation studies for NASA's ICESat mission. She has held positions at Jet Propulsion Laboratory and The Johns Hopkins Applied Physics Laboratory prior to returning to UT Austin. She served as NASA's ICESat-2 Science Team Lead for 9 years during mission development, implementation and on-orbit operations. Dr. Magruder has since moved into positions on other NASA mission teams, namely the National Academies Decadal Survey Incubation program on Surface, Topography and Vegetation. Dr. Magruder leads many other NASA research efforts in addition to supporting intelligence programs for the Department of Defense with her expertise in geospatial topics and the unique link she brings between engineering and multi-disciplinary science applications.

Commissioners Court - Regular Session **51.**

Meeting Date: 08/19/2025

Clinic Support Agreement

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

Department: Commissioner Pct. #2

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on the Agreement for the Williamson County Health Grant Program with Lone Star Circle of Care.

Background

This agreement is funded through the Tobacco Account. Allocations are in the existing fiscal year budget of the account.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

LSCC Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	08/14/2025 11:33 AM
Commissioner Pct. 2 (Originator)	Kathy Pierce	08/14/2025 03:37 PM
Form Started By: Kathy Pierce		Started On: 08/14/2025 11:18 AM
Final Approval Date: 08/14/2025		

Agreement for the Williamson County Health Grant Program

1. Parties and Agreement Term

1.1 Williamson County and Lone Star Circle of Care

Williamson County (the "County") and Lone Star Circle of Care, a Texas non-profit corporation ("LSCC") agree to the following terms and conditions concerning the Williamson County Uninsured Healthcare Program (the "Program").

1.2 Participating Clinic

LSCC agrees to follow the rules and restrictions set by the County under the authority of this Agreement. LSCC understands that funds will not be paid for patient visits which do not meet the requirements of this Agreement.

1.3 Agreement Term

Thie initial term of this Agreement will commence as of October 1, 2024 and continue thereafter until September 30, 2025 (“Initial Term”) Following the Initial Term, this Agreement shall automatically renew for up two (2) additional one (1) year terms.

2. County Responsibility

2.1 Payment for Patient Visits

The County will pay LSCC *Two Hundred Seventy Dollars* ($270.00) per qualifying patient primary care, well woman, dental or mental health visit (“visits”) for LSCC patients meeting the eligibility criteria set out in this Agreement. Qualifying visits made to LSCC are eligible for payment. Payment of these funds will be subject to review by the Williamson County Auditor, and any additional auditing measures at the discretion of the Williamson County Commissioners Court.

It is the intent of the parties hereto that funding under the Program is reserved for only those cases wherein a patient visit would not otherwise be funded by a different funding source. The parties hereto acknowledge and agree that County shall only provide funding from the Program under this Agreement for a patient visit if other funding is not available in relation to such patient visit. In the event that other funding is or was available for a particular patient visit and the County provided funding for the visit, LSCC shall reimburse County for any funds that were provided for that particular patient visit.

2.2 Funding Limitations

Subject to the Non-Appropriation and Fiscal Funding provision set out herein below, the total not-to-exceed amount allocated for the Program during each one year term of this Agreement shall be

$200,000. The County will not be responsible for payments to LSCC exceeding the said $200,000 not-to-exceed amount during any one-year term of this agreement.

2.3 Eligibility Requirements

For a patient to be eligible for the *Two Hundred Seventy Dollars* ($270.00) payment of the visit to a LSCC clinic by the County, a patient must meet all of the following criteria:

(a) Each patient must be a Williamson County resident who is also either a U.S. Resident or Lawful Permanent Resident (Lawful Permanent Residents, also known as "green card" holders, are non-citizens who are lawfully authorized to live permanently within the United States).
(b) The patient must have a face-to-face encounter between an eligible patient and one of the following healthcare professionals: Psychiatrist, LCSW, LPC, Ph.D. Psychologist, Dentist, Physician, Nurse Practitioner, Physician Assistants or Hygienists. A qualifying patent visit is a face-to-face assessment, evaluation, mental health status exam, diagnostic interview, psychiatric medication management visit, therapy session, a primary care, or dental visit.
(c) Each mental health, primary care or dental patient should have progress notes for visits that document the patient's progress or lack of progress, provided that nothing in this Agreement is intended to require any specific documentation or recordkeeping requirements, it being understood by the parties that services provided by LSCC pursuant to this Agreement shall be documented and recorded in accordance with LSCC's customary practices and procedures, which practices and procedures shall comply with industry standards.
(d) Missed sessions, phone sessions, consultations without the patient are not billable. Collaborative phone calls and conferences are considered to be part of the covered session, and cannot be billed separately.
(e) A patient may have multiple qualifying patient visits with a different healthcare professional for separate face-to-face assessments, evaluations, mental health status exams, diagnostic interviews, psychiatric medication management visits, therapy sessions, a primary care visit, and/or dental visits during the same day. Each different and separate qualifying patient visit during the same day may be billed separately.
(f) Except for funding from the Program, there is no other funding source that will pay for the patient's visit.

3. LSCC's Responsibility

3.1 Billing

In accordance with its standard billing practices, LSCC will bill the County for services provided pursuant to this Agreement by submitting a report to the County, in care of Williamson County Auditor, Attn: Finance Director, 710 Main Street, Suite 301, Georgetown, Texas 78626. The report shall provide the number of Eligible Encounters provided, Patient Account Numbers, Dates of Service, Service Type, Zip Code of Patient and Provider Name; provided, however, LSCC shall not be required to disclose any patient health information that may be protected by state of federal law. Payments will be made within thirty (30) days of receipt by the Williamson County Auditor

in compliance with Chapter 2251 of the Texas Government Code. The County is not obliged to pay requests which are submitted more than ninety-five (95) days after the date of service.

3.2 Audits

LSCC understands that it is subject to and will assist in an audit once per year as directed by the Williamson County Auditor, and/or the County. Unsatisfactory audit findings may require further audit reviews of LSCC by the Williamson County Auditor. Unsatisfactory results from an audit or review and/or failure of LSCC to satisfactorily participate in an audit or review may be grounds for the exclusion of Program.

3.3 Unsatisfactory Finding on Billing Audit

If inappropriate billing is determined during an audit process, LSCC shall repay Williamson County all amounts that were inappropriately billed within 30 days of LSCC's notice of such billing error.

3.4 Reports

LSCC will submit a report to the Williamson County Auditor after completion of the second quarter of the Program and be prepared to present the report to the Williamson County Commissioner's Court if requested. This report is LSCC's self-evaluation of their progress toward meeting their target objectives and will report the number of unduplicated patients served and the number of visits. The report should have statistics on the type of illnesses that are being treated in the county; type of professional that is providing the service; zip code that the patient resides in; gender and age of patients; and any other statistical information that will be helpful in planning for the County.

3.5 Liability

LSCC AGREES TO INDEMNIFY AND HOLD HARMLESS WILLIAMSON COUNTY, THEIR OFFICIALS, AGENTS, REPRESENTATIVES, EMPLOYEES, OFFICERS, AND REPRESENTATIVES FROM EVERY PENALTY, CAUSE OF ACTION, CLAIM, LOSS, COST, DAMAGE, REASONABLE ATTORNEY'S FEES, LIEN AND/OR EXPENSE ARISING OUT OF OR RESULTING FROM MEDICAL SERVICES RENDERED FOR PATIENTS OR FROM THE PERFORMANCE OF THIS AGREEMENT BY LSCC, ITS AGENTS, EMPLOYEES, OFFICERS, OR REPRESENTATIVES FOR ANY FAILURE OF OBSERVANCE OF ANY PROVISION OF THIS AGREEMENT TO BE PERFORMED BY OR ON BEHALF OF LSCC. WILLIAMSON COUNTY, THEIR OFFICIALS, AGENTS REPRESENTATIVES, EMPLOYEES, OFFICERS, AND REPRESENTATIVES SHALL NOT BE LIABLE FOR DAMAGES TO LSCC ARISING FROM ANY ACT OF ANY THIRD PARTY. LSCC FURTHER AGREES TO INDEMNIFY AND SAVE HARMLESS WILLIAMSON COUNTY, THEIR OFFICIALS, AGENTS, REPRESENTATIVES, EMPLOYEES, OFFICERS, AND REPRESENTATIVES FROM AND AGAINST ALL CLAIMS OF WHATEVER NATURE ARISING FROM ANY NEGLIGENT ACT, OMISSIONS OR NEGLIGENCE OF LSCC, OR THEIR CONTRACTORS, LICENSEES, AGENTS, SERVANTS, OR EMPLOYEES, OR ARISING FROM ANY ACCIDENT, INJURY, OR DAMAGE WHATSOEVER CAUSED TO ANY PERSON OR TO THE PROPERTY OF ANY PERSON OCCURRING DURING THE TERM OF THIS AGREEMENT.

4. General Responsibilities

4.1 Agreement Subject to State and Federal Law

This Agreement is subject to the laws of the State of Texas and the federal laws of the United States. All parties agree to follow state and federal laws regarding patient care, privacy, and other substantial rights. Williamson County shall be the sole place of venue for any legal action arising from or related to this Agreement in which Williamson County is a party.

4.2 Non-Appropriation and Fiscal Funding Funding of the Program is subject to approval by the Williamson County Commissioners Court. 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. The obligations of the County under this Agreement do not constitute a general obligation or indebtedness of the County for which such County 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.

4.3 Assignment

Neither party may assign, in whole or in part, any interest it may have in this Agreement without the prior written consent of the other party.

4.4 Termination

(a) Termination for Cause: If either party commits an Event of Breach (a breach of any of the covenants, terms and/or conditions of this Agreement), the nonbreaching party shall deliver written notice of such Event of Breach to the breaching party. Such notice must specify the nature of the Event of Breach and inform the breaching party that unless the Event of Breach is cured within three (3) business days of receipt of the notice, additional steps may be taken to terminate this Agreement. If the breaching party begins a good faith attempt to cure the Event of Breach within three (3) business days, then and in that instance, the three (3) business day period may be extended by the nonbreaching party, so long as the breaching party continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the Event of Breach. If, in the opinion of the non-reaching party, the breaching party does not cure the breach within three (3) business days or otherwise fails to make any diligent attempt to correct the Event of Breach, the breaching party shall be deemed to be in breach and the non-breaching party may, in addition to seeking the remedies available hereunder and under the law, terminate this Agreement.

(b) Termination for Convenience: The County may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to LSCC. In the event of such termination, it is understood and agreed that only the amounts due to LSCC for qualifying patient primary care, dental or mental health visits provided as of the date of termination, will be due and payable. No penalty will be assessed for County's termination of this Agreement for convenience.

4.5 No Waiver of Immunity

Nothing in the Agreement shall be construed to waive any immunities from suit or liability enjoyed by Williamson County, its past or present officers, employees, or agents or employees.

4.6 Severability

The Parties agree that in the event any provision of this Contact is held by a court of competent jurisdiction to be in contradiction of any laws of the State of Texas, the Parties will immediately rectify the offending portions of this Contact. The remainder of the Agreement shall be in full force and effect.

4.7 Consolidation Clause

This Agreement constitutes the entire agreement between the parties concerning the Program. This Agreement may be amended by agreement of the parties in writing at any time.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement on the date set forth below.

WILLIAMSON COUNTY, TEXAS

By: _____

Printed Name: _____

Title: As Presiding Officer of
the Williamson County Commissioners Court

Date: _____ ____, 20_____

LONE STAR CIRCLE OF CARE (LSCC)

By: 

Title: CEO

Printed Name: Jon Calvin

Date: August 12, 2025

Commissioners Court - Regular Session **52.**

Meeting Date: 08/19/2025

OMA Changes

Submitted By: Hal Hawes, General Counsel

Department: General Counsel

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on the processes and procedures for posting public notices required for meetings held by the Williamson County Commissioners Court following recent legislative changes to the Texas Open Meetings Act (HB 1522, 89th Regular Session of the Texas Legislature).

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	08/12/2025 04:52 PM
Form Started By: Hal Hawes		Started On: 08/12/2025 04:07 PM
Final Approval Date: 08/12/2025		

Commissioners Court - Regular Session **53.**

Meeting Date: 08/19/2025

2019 Road Bond Transfer

Submitted By: Karen Knightstep, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action to approve a 2019 Road Bond transfer to move funds between the projects in the attached memo.

Background

HNTB's budget adjustment memo is attached.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

2019 Road Bond Memo

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	08/14/2025 10:33 AM
Form Started By: Karen Knightstep		Started On: 08/12/2025 04:56 PM
Final Approval Date: 08/14/2025		

HNTB Corporation
Engineers Architects Planners

101 E Old Settlers Blvd
Suite 225
Round Rock, TX 78664

Telephone (512) 744-9082
www.hntb.com

Ms. Karen Knightstep
Williamson County Auditor's Office
Historic County Courthouse
710 Main Street, Ste. 301
Georgetown, TX 78626

August 11, 2025

Re: FY 2025 2019 Road Bond Budget Adjustment

Dear Ms. Knightstep,

Please make the following budget adjustments for the 2019 Road Bond Program projects:

- Move $450,000.00 from P337 Anderson Mill Road to:
  - P341 ILA Round Rock Wyoming Springs Extension in the amount of $90,000.00 and
  - P462 Corridor H/Sam Bass in the amount of $360,000.00.
- Close P597 Chandler Branch Tributary 3 and move the remaining amount estimated at $504,853.34 to P462 Corridor H / Sam Bass;
- Move $480,000.00 from P277 CR 258 Extension to P462 Corridor H / Sam Bass
- Close P283 New Hope Drive Phase 2A and move the remaining estimated at $31,536.53 to P399 2019 Road Bond Non-Departmental
- Move $480,000.00 from P344 Corridor I to P462 Corridor H / Sam Bass
- Close P361 Corridor I (FM 3405) and move the remaining amount estimated at $218,183.68 to P462 Corridor H / Sam Bass;
- Close P352 Southwest Bypass Extension and move the remaining amount estimated at $556,128.30 to P462 Corridor H / Sam Bass;
- Move $2,155,000.00 from P292 CR 111 Westinghouse to:
  - P377 CR 112 Widening in the amount of $1,180,000.00 and
  - P358 SH 195 at Ronald Reagan Blvd in the amount of $975,000.00
- Move $780,000.00 from P296 CR 366 Widening to P462 Corridor H / Sam Bass
- Close P359 East Wilco Highway Segment 6 and move the remaining amount estimated at $71,289.45 to P462 Corridor H / Sam Bass;
- Close P360 East Wilco HWY Segment 7 and move the remaining amount estimated at $9,801.98 to P399 2019 Road Bond Non-Departmental
- Close P372 East Wilco HWY Segment 5 and move the remaining amount estimated at $26,622.90 to P399 2019 Road Bond Non-Departmental
- Move $225,000.00 from P376 CR 134/CR 132 Extension to P462 Corridor H / Sam Bass

- Move $585,000.00 from P390 CR 401/CR 404 Improvements to P377 CR 112 Widening
- Close P391 CR 404 Realignment and move the remaining amount estimated at $105,801.69 to P462 Corridor H / Sam Bass
- Move 305,000.00 from P394 CR 307 to:
    - P381 Old Settlers Boulevard in the amount of $80,000.00,
    - P307 Bud Stockton Extension in the amount of $90,000.00,
    - P348 Whitestone Boulevard Widening in the amount of $10,000.00,
    - P462 Corridor H / Sam Bass in the amount of $125,000.00.
- Move $415,000.00 from P463 East Wilco Highway, Segment 1 to P462 Corridor H / Sam Bass
- Close P619 Samsung Highway and move the remaining amount estimated at $1,681,876.06 to:
    - P378 CR 112 Widening (CR 117 to CR 110) in the amount of $1,530,000.00 and
    - P462 Corridor H / Sam Bass in the amount of $151,876.06.
- Close, completed project, P383 Low Water Crossing Protection and move the remaining amount estimated at $673,211.55 to P462 Corridor H / Sam Bass
- Move $5,480,000.00 from P399 2019 Road Non-Departmental to:
    - P462 Corridor H / Sam Bass in the amount of $4,665,000.00 and
    - P377 CR 112 Widening in the amount of $815,000.00.

If you have any questions, please let me know.

Thank you.



Christen Eschberger, P.E.

Cc: Pam Navarrette, Williamson County Auditor's Office
Julie Kiley, Williamson County Auditor's Office
Robert B. Daigh, P.E., Williamson County Senior Director of Infrastructure
Kate Wilder, P.E., HNTB
Marie Walters, HNTB

Commissioners Court - Regular Session **54.**

Meeting Date: 08/19/2025

2019 Road Bond Budget Allocation

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 2019 Road Bond budget allocation to increase P332 East Wilco Highway Segment 3 FM 3349 at US 79 Interchange budget by $22,000,0000.

Background

This increase will be covered by Texas Department of Transportation (TxDot) unspent funds from the Pass Through Toll Agreement between Williamson County and TxDot to cover construction cost overruns associated with CSJs 3486-01-008 and 0204-02-034. Additional information is provided in the attached HNTB memo

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Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

2019 Road Bond Allocation Memo

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	08/14/2025 10:41 AM
Form Started By: Karen Knightstep		Started On: 08/13/2025 08:54 PM
Final Approval Date: 08/14/2025		

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www.hntb.com

Ms. Karen Knightstep
Williamson County Auditor's Office
Historic County Courthouse
710 Main Street, Ste. 301
Georgetown, TX 78626

August 11, 2025

Re: 22IFB139 FM 3349 at US 79 Intersection – CSJ #3486-01-008, 0204-02-034
P332 East Wilco Highway Segment 3 Road Bond Budget Allocation

Dear Ms. Knightstep,

To fully fund the FM 3349 at US 79 Intersection project expenditures through the completion of construction, and in anticipation of reimbursement by project partners, please increase the P332 project budget to $107,000,000.00. The additional $22,000,000.00 commitment is being covered by the Texas Department of Transportation (TxDOT) unspent balance of funds from the Pass-Through Toll Agreement between Williamson County and TxDOT. Pursuant to a Resolution dated September 20, 2022, and the associated Pass-Through Toll Agreement Amendment Number 3, TxDOT's unspent balance of funds will be reallocated "in the 2024 UTP for utilization on the US 79 Interchange at FM 3349/CR 101 consisting of CSJs 3486-01-008 and 0204-02-034 construction cost overruns" both of which were approved by Williamson County Commissioners Court on September 20, 2022 Items #55 and 56. Total project costs remaining that are the responsibility of Williamson County and will not be reimbursed by project partners is estimated at $2.4M.

If you have any questions, please let me know.

Thank you.

Christen Eschberger

Christen Eschberger, P.E.

ATTACHMENTS: Pass-Through Toll Agreement Amendment No. 3
Resolution

Cc: Pam Navarrette, Williamson County Auditor's Office
Julie Kiley, Williamson County Auditor's Office
Robert B. Daigh, P.E., Williamson County Senior Director of Infrastructure

Kate Wilder, P.E., HNTB
Marie Walters, HNTB

Contract No: PTT 2005-005-01
CSJ No.0015-08-122,0204-02-027,0204-04-040,0204-04-042,1566-01-009, 2211-01-023,0151-04-063
Federal Highway Administration
CFDA Title: Highway Planning and Construction
CFDA No.: 20.205
Not Research and Development

STATE OF TEXAS §

COUNTY OF TRAVIS §

Amendment
TO
PASS-THROUGH TOLL AGREEMENT FOR PAYMENT OF PASS-THROUGH TOLLS BY THE DEPARTMENT

AMENDMENT NUMBER 3

THIS AMENDMENT to the Pass-Through Agreement for Payment of Pass-Through Tolls by and between the State of Texas, acting through the Texas Department of Transportation (the "Department"), and Williamson County (the "Developer"), becomes effective when fully executed by both parties.

BACKGROUND

The Department and the Developer executed a Pass-Through Toll Agreement on February 22, 2006, Contract No. PTT 2005-001-01, as amended on October 23, 2007 and on April 15, 2010 (all together "the Agreement"), under which the Department is obligated to make certain pass-through payments to the Developer as reimbursement for the costs to construct improvements to US 79 (Hutto to CR 402); FM 1660 (CR 134 to CR 101); SH 29/IH 35 interchange; US 79 (East of Taylor to County Line); US 183 (San Gabriel River to SH 29); and FM 2338 (FM 3405 to Ronald Reagan Blvd) (all together "the Project").

Pursuant to Section 11(b) of the Agreement, the Department shall reimburse the Developer no more than **$150,462,000.00** after the Project as a whole is substantially complete and all highway improvements are open to the public.

In accordance with Section 11(a) of the Agreement, the Department has reimbursed the Developer a total of $127,009,374.78 for the following projects that are substantially complete and open to the public: US 79 (Hutto to CR 402); SH 29/IH 35 interchange; US 79 (East of Taylor to County Line); US 183 (San Gabriel River to SH 29); and FM 2338 (FM 3405 to Ronald Reagan Blvd).

As of the date of this Amendment, the Developer has not commenced construction of FM 1660 (CR 134 to CR 101) consisting of CSJ numbers 1566-01-009 and 1566-02-020.

Under Section 15 of the Agreement, the Department and the Developer may terminate the Agreement in writing by mutual consent.

DocuSign Envelope ID: E6489C8D-8E6C-462F-8160-AC66932FA92E

The Department and the Developer have determined that it is in the best interest of the parties to terminate the Agreement.

Pursuant to a Resolution dated 9/20/2022, the Developer authorized the execution of this Amendment and the termination of the Agreement, which is attached to and made a part of this Amendment as Attachment E-3, Resolution (Attachment E-3).

AMENDMENT NUMBER 3

The Department and the Developer hereby agree as follows:

1. **Termination**
   Upon execution by both parties, all the Department's payment obligations under the Agreement shall be satisfied in full and the Agreement shall be terminated. Any unspent balance of the funds previously allocated to the FM 1660 project under the Agreement will be presented to the Texas Transportation Commission for consideration of approval for reallocation in the 2024 UTP for utilization on the US 79 Interchange at FM 3349/CR 101 currently consisting of CSJs 3486-01-008 and 0204-02-034 construction cost overruns, with any remaining funds to be transferred to the Austin District's District Discretionary allocation to be made available for on-state system projects selected in cooperation with the Developer.

2. **Survival of Terms and Conditions**
   The termination of the Agreement, as set forth in this Amendment shall not release either party from any liabilities or obligations set forth in the Agreement that the parties have expressly agreed shall survive any such termination, if any, or by their nature, would be intended to be applicable following any such termination. The parties expressly agree that the following terms and conditions survive the termination of the Agreement:

   1. Section 19. Ownership of Property;

   3. Section 25. Hold Harmless;

   4. Section 33. Inspection of Books and Records; and

   5. Section 34. Office of Management and Budget (OMB) Audit Requirements.

3. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this Amendment on behalf of the entity represented.

*****SIGNATURE PAGE FOLLOWS*****

DocuSign Envelope ID: E6489C8D-8E6C-462F-8160-AC66932FA92E

Contract No: PTT 2005-005-01
CSJ No.0015-08-122,0204-02-027,0204-04-040,0204-04-042,1566-01-009, 2211-01-023,0151-04-063
Federal Highway Administration
CFDA Title: Highway Planning and Construction
CFDA No.: 20.205
Not Research and Development

THIS AMENDMENT IS EXECUTED by the Department and the Developer in duplicate.

THE DEPARTMENT	**The Developer**
DocuSigned by: Brian R. Barth FA616C62AFF1450...	DocuSigned by: Bill Gravell Jr. 91F1AB3572F444D...
Signature	Signature
Brian Barth Deputy Executive Director	Bill Gravell, Jr. Williamson County Judge
Typed or Printed Name and Title	Typed or Printed Name and Title
10/19/2022	10/3/2022
Date	Date

Attachment E-3
Resolution

Commissioners Court - Regular Session **55.**

Meeting Date: 08/19/2025

2023 Tax Anticipation Note Budget 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 2023 Tax Anticipation Note (TAN) budget transfer on the following items:

Move $8,900,000 from P624 (2023 TAN Non-Departmental) to P336 (Ronald Reagan Widening Pct 2).
Move $9,700,000 from P363 (Creek Meadow Cove to FM 2243,CR 175) to P336 (Ronald Reagan Widening Pct 2).
Move $1,380,000 from P459 (Corridor C) to P364 (CR 314 Safety Improvements & Widening).

Background

HNTB's budget transfer memo is attached.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

2023 & 2024 Tax Anticipation Note Memo

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	08/14/2025 10:43 AM
Form Started By: Karen Knightstep		Started On: 08/13/2025 09:23 PM
Final Approval Date: 08/14/2025		

HNTB Corporation
Engineers Architects Planners

101 E Old Settlers Blvd
Suite 225
Round Rock, TX 78664

Telephone (512) 744-9082
www.hntb.com

Ms. Karen Knightstep
Williamson County Auditor's Office
Historic County Courthouse
710 Main Street, Ste. 301
Georgetown, TX 78626

August 11, 2025

Re: FY 2025 TANs Budget Adjustment

Dear Ms. Knightstep,

Please make the following budget adjustments for the 2023 and 2024 TAN projects:

- Move $8,900,000.00 from P624 (2023 TAN Non-Departmental) to P336 (Ronald Reagan Widening PCT 2).
- Move $2,100,000.00 from P690 (2024 Non-Departmental) to P336 (Ronald Reagan Widening PCT 2),
- Move $9,700,000.00 from P363 (Creek Meadow Cove to FM 2243, CR 175) to P336 (Ronald Reagan Widening PCT 2),
- Move $1,380,000.00 from P459 (Corridor C) to P364 (CR 314 Safety Improvements & Widening)

If you have any questions, please let me know.

Thank you.

Christen Eschberger

Christen Eschberger, P.E.

Cc: Pam Navarrette, Williamson County Auditor's Office
Julie Kiley, Williamson County Auditor's Office
Robert B. Daigh, P.E., Williamson County Senior Director of Infrastructure
Kate Wilder, P.E., HNTB
Marie Walters, HNTB

Commissioners Court - Regular Session **56.**

Meeting Date: 08/19/2025

2024 Tax Anticipation Note Budget 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 2024 Tax Anticipation Note (TAN) Budget Transfer to move $2,100,000 from P690 (2024 TAN Non-Departmental) to P336 (Ronald Reagan Widening Pct 2).

Background

HNTB's budget transfer memo is attached.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

2023 & 2024 Tax Anticipation Note Memo

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	08/14/2025 10:46 AM
Form Started By: Karen Knightstep		Started On: 08/13/2025 09:39 PM
Final Approval Date: 08/14/2025		

HNTB Corporation
Engineers Architects Planners

101 E Old Settlers Blvd
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www.hntb.com

Ms. Karen Knightstep
Williamson County Auditor's Office
Historic County Courthouse
710 Main Street, Ste. 301
Georgetown, TX 78626

August 11, 2025

Re: FY 2025 TANs Budget Adjustment

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- Move $8,900,000.00 from P624 (2023 TAN Non-Departmental) to P336 (Ronald Reagan Widening PCT 2).
- Move $2,100,000.00 from P690 (2024 Non-Departmental) to P336 (Ronald Reagan Widening PCT 2),
- Move $9,700,000.00 from P363 (Creek Meadow Cove to FM 2243, CR 175) to P336 (Ronald Reagan Widening PCT 2),
- Move $1,380,000.00 from P459 (Corridor C) to P364 (CR 314 Safety Improvements & Widening)

If you have any questions, please let me know.

Thank you.

Christen Eschberger

Christen Eschberger, P.E.

Cc: Pam Navarrette, Williamson County Auditor's Office
Julie Kiley, Williamson County Auditor's Office
Robert B. Daigh, P.E., Williamson County Senior Director of Infrastructure
Kate Wilder, P.E., HNTB
Marie Walters, HNTB

Commissioners Court - Regular Session **57.**

Meeting Date: 08/19/2025

Grant Application Approval Request

Submitted By: Denise Carlson, Juvenile Services

Department: Juvenile Services

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on and approve Juvenile Services to apply for a grant through Texas Parks and Wildlife to provide outdoor programs for youth(s).

Background

Juvenile Services is requesting approval to apply for a $48,698.00 grant from Texas Parks and Wildlife to provide outdoor programming for youth. Juvenile Services has participated in the grant since 2005, successfully providing hiking, biking, fishing, camping, paddling, rock-climbing and other activities for youths in our programs. There is no matching funds required for Williamson County for this grant.

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	08/14/2025 09:56 AM
Form Started By: Denise Carlson		Started On: 08/13/2025 04:20 PM
Final Approval Date: 08/14/2025		

Commissioners Court - Regular Session **58.**

Meeting Date: 08/19/2025

Approval of Renewal #2 of contract #21RFP4 with Aramark Correctional Services LLC to provide Jail Inmate Food Service for Corrections

Submitted For: Joy Simonton **Submitted By:** Theresa Gross, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the extension of contract #21RFP4 for Aramark Correctional Services LLC, for Jail Inmate Food Services for the same pricing, terms and conditions as the existing contract for the second renewal option, beginning October 1, 2025, through September 30, 2026, for a cost of $1,210,000 and authorizing execution of the renewal.

Background

This Renewal #2 for Jail Inmate Food Services for the Sheriff's Office/Corrections Department with Aramark Correctional Services LLC beginning October 1, 2025, through September 30, 2026. The Sheriff's Office/Corrections Department confirmed the vendor met all the County requirements for this contract and requests renewal. Funding source: 01.0100.0570.003306. Point of Contact: Abigail Taylor. No Form 1295 is required as the vendor is a publicly traded company.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Renewal 2

Renewal 1

Contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	08/14/2025 09:43 AM
Form Started By: Theresa Gross		Started On: 08/13/2025 08:57 AM
Final Approval Date: 08/14/2025		

Docusign Envelope ID: 5B71F68C-3BC7-4E63-AF12-548305ABC1B6

Summary Agreement for Renewal of Williamson County Contract

Contract Number:	**21RFP4**	**Department:**	**SHERIFF'S OFFICE CORRECTIONS**
Vendor Name:	**ARAMARK CORRECTIONAL SERVICES, LLC**		
Purpose/Intended Use of Product or Service (summary):			
Food services for Inmates of the Williamson County Jail.			
Type of Contract:	**RFP**	**Start Date:**	**10.1.2025**
Purchasing Contact:	**THERESA GROSS**	**End Date:**	**9.30.2026**
Department Contact:			

- **Williamson County wishes to extend this bid/proposal for the same pricing, 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	OCTOBER 1,2025 – SEPTEMBER 30, 2026
Renewal Option Period 1	OCTOBER 1, 2024 – SEPTEMBER 30,2025
Initial Contract Period	NOVEMBER 23, 2021 – SEPTEMBER 30, 2024

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 8/12/2025

Williamson County, 710 Main St., Georgetown, TX 78626

Williamson County Authorized Signature

Signature _____

Date _____

Docusign Envelope ID: 1D609569-4251-4285-981F-C1894F205039

Purchasing Department

Summary Agreement for Renewal of Williamson County Contract

Contract Number:	21RFP4	**Department:**	Sheriff's Office Corrections
Vendor Name:	Aramark Correctional Services, LLC		
Purpose/Intended Use of Product or Service (summary):			
Food services for Inmates of the Williamson County Jail.			
Type of Contract:	RFP	**Start Date:**	10/01/2024
Purchasing Contact:	Cheryl Johnson	**End Date:**	09/30/2025
Department Contact:			

- **Williamson County wishes to extend this bid/proposal for the same terms, and conditions as the existing contract. Pricing for existing items stay the same. See detailed information attached.**
- PLEASE INCLUDE THE FOLLOWING:
  - COMPLETED 1295 FORM; AND
  - RENEWED INSURANCE CERTIFICATE IF IT WAS REQUIRED IN BID/PROPOSAL.

Renewal Option Period 2
Renewal Option Period 1 October 01, 2024 – September 30, 2025
Initial Contract Period November 23, 2021 – September 30, 2024

\\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

DocuSigned by:
Signature Stephen Yarsinsky
8DD54D02B0CD4AA...

Date 9/26/2024

Williamson County, 710 Main St., Georgetown, TX 78626

Bill Gravell, Jr

Williamson County Judge

Signature Valerie Covey

Date Oct 1, 2024

Agenda Item #31, Aramark Food Service County Jail Renewal (10-1-24 through 9-30-25) (Theresa).doc

Final Audit Report 2024-10-02

Created:	2024-09-30
By:	Cheryl Johnson (cheryl.johnson@wilco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAPYs7yrLeX3RomjSKtZnHg6V_cbcaBBC3

"Agenda Item #31, Aramark Food Service County Jail Renewal (10-1-24 through 9-30-25) (Theresa).doc" History

Document digitally presigned by DocuSign\, Inc. (enterprisesupport@docusign.com)
2024-09-26 - 1:03:31 PM GMT- IP address: 173.219.39.210

Document created by Cheryl Johnson (cheryl.johnson@wilco.org)
2024-09-30 - 5:24:30 PM GMT- IP address: 173.219.39.210

Document emailed to Rebecca Pruitt (becky.pruitt@wilco.org) for delegation
2024-09-30 - 5:25:10 PM GMT

Email viewed by Rebecca Pruitt (becky.pruitt@wilco.org)
2024-10-01 - 4:19:06 PM GMT- IP address: 66.76.4.65

Document signing delegated to Valerie Covey (vcovey@wilco.org) by Rebecca Pruitt (becky.pruitt@wilco.org)
2024-10-01 - 4:19:28 PM GMT- IP address: 66.76.4.65

Document emailed to Valerie Covey (vcovey@wilco.org) for signature
2024-10-01 - 4:19:28 PM GMT

Email viewed by Valerie Covey (vcovey@wilco.org)
2024-10-02 - 4:46:39 AM GMT- IP address: 74.193.121.96

Document e-signed by Valerie Covey (vcovey@wilco.org)
Signature Date: 2024-10-02 - 4:46:57 AM GMT - Time Source: server- IP address: 74.193.121.96

Agreement completed.
2024-10-02 - 4:46:57 AM GMT

Powered by Adobe Acrobat Sign

DocuSign Envelope ID: 7[redacted]

JAIL INMATE FOOD SERVICE CONTRACT
FOR THE WILLIAMSON COUNTY JAIL FACILITY
SOLICITATION #21RFP4

(Aramark Correctional Services, LLC)

This Jail Inmate Food Service Contract for the Williamson County Jail (the "Contract") is between Aramark Correctional Services, LLC ("Vendor", "Contractor", or "Aramark"), 2400 Market Street, Philadelphia, PA 19103, and Williamson County, Texas (the "County"), a political subdivision of the State of Texas, acting herein by and through its governing body.

1. Vendor agrees to furnish all labor, equipment supplies and foodstuffs, except as provided herein, and to provide full food service for inmates of the Williamson County Jail (the "Jail").

2. Vendor agrees to serve tasty, appetizing, wholesome quality food and to use a minimum twenty-one (21) day non-repetitive meal plan, including special menus for holidays and for medical reasons, included as Schedule A. All menus must be reviewed and approved by a bona fide registered dietician, to meet or exceed the dietary standards for adult inmates as required by all applicable statutes.

3. Vendor agrees to serve foodstuff at the proper temperatures for safe food service. Vendor further agrees to maintain foodstuff at the proper temperatures from the time the foodstuff is prepared until the actual time that the foodstuff is delivered to the inmate units.

4. Vendor agrees to provide meals to the inmates three (3) times per day, seven (7) days per week. Breakfast shall be served at 5:30 am, lunch shall be served at 11:30 am and dinner shall be served at 5:30 pm. Sack lunches will frequently be requested. The County reserves the right to change mealtimes at County's discretion. Vendor further agrees that the respective serving times represent the actual time of delivery to the inmates for consumption.

5. Except as otherwise set out herein, food for the Jail inmates shall be prepared in the Jail kitchen facility.

6. County agrees to pay Vendor on a unit cost of per meal per inmate fed as follows:

    a. Inmate Meal Pricing Per Person, Per Regular Meal (Breakfast, Lunch, Dinner):

Population	Price Per Meal ($)
400-449	1.339
450-499	1.279
500-549	1.230
550-599	1.191
600-649	1.158
650-699	1.120
700-749	1.106
750-799	1.085
800 and Up	1.065

b. Per Person, Per Dietary Snack – Snacks Prepared in Jail Kitchen: **$0.516**

c. Staff Meal Pricing Per Person, Per Regular Meal (Breakfast, Lunch, Dinner): **$2.50**

The per meal prices stated in this Agreement are firm for the period beginning on the Effective Date and ending on September 30, 2022. 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; 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 June of the immediately preceding year to June of the then-current year (the "**Base Period**").

7. Vendor agrees to serve meals on insulated plastic trays and to distribute the meals to the individual inmates.

8. Vendor agrees to provide an on-site Food Service Manager who is trained, experienced, and knowledgeable of food services in detention facilities. The manager assigned will be subject to review by the Williamson County Sheriff or his agent.

9. Vendor agrees that all books and records of Vendor pertaining to meal preparation and delivery subject to this Contract shall be available for a period

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of thirty-six (36) months after the close of the County's fiscal year to which they pertain, for inspection and audit by representatives of the Texas Department of Human Resources, the U.S. Department of Agriculture and/or the U.S. General Accounting Office, at any reasonable time and place.

10. Vendor agrees to provide on-site employees, who are well trained, honest, reliable, and in uniform of a style and color to distinguish them from inmate workers, to successfully perform the requirements of providing food to the inmates.

11. Vendor agrees that all employees must have a valid food handler's certificate from the Health Department and that all costs associated with obtaining such certificate shall be borne by Vendor.

12. Vendor agrees that all employees shall be subject to background checks. Vendor agrees that background checks for each applicant for employment shall be performed prior to the extension of a job offer. The Williamson County Sheriff or his agent will perform checks. County shall retain the right to deny right of entry to any and all employees of Vendor.

13. Vendor agrees to provide ongoing in-service training to cover such areas as safety, sanitation and food handling to all employees and to any inmate workers provided.

14. Vendor agrees to properly and safely use and operate all electrical, gas and plumbing fixtures, equipment or appliances supplied by County or by Vendor.

15. Vendor agrees to maintain the entire food service and delivery areas, all silverware, utensils and equipment needed to prepare and serve meals in a clean and sanitary condition in compliance with all Federal, State and Local standards.

16. Vendor agrees to collect and dispose of all rubbish, garbage, litter or other waste in accordance with established policies of the Health Department.

17. Vendor agrees to submit a comprehensive, weekly invoice to the Williamson County Sheriff or his agent showing the number of meals actually served to inmates for the preceding week. This invoice shall be detailed so as to show how many inmates were provided food at each mealtime. This invoice is to be submitted each Monday of the month.

18. **IN2WORK**: Vendor shall provide vocational training and classroom instruction regarding proper food production skills to qualified inmates at the facility through its IN2WORK program ("I2W"). Training will include deployment of Vendor's proprietary materials. The County acknowledges that Vendor's

willingness to implement the I2W program under this Agreement does not give the County any right, title, license or interest in the program.

19. **FINANCIAL COMMITMENT**: Aramark shall make a financial commitment to the County of up to Fifty-Five Thousand Dollars ($55,000.00) (the "Financial Commitment) for the purchase of the equipment listed on Schedule B. Any equipment purchased by Aramark on the County's behalf shall be purchased as a "sale-for resale" to the County. The 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. The 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 occur during the Initial Term of this Agreement, commencing upon the effective date of the Agreement, and shall be amortized on a straight line basis over the Initial Term. Upon expiration or termination of this Agreement by either party for any reason whatsoever prior to the complete amortization of the Financial Commitment, the 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 the Agreement at the Prime Rate plus two percentage points per annum, computed each accounting period on the declining balance. The term "Prime Rate" shall mean the interest rate published in The Wall Street Journal as the base rate on corporate loans posted by at least Seventy-Five Percent (75%) of the thirty (30) largest U.S. commercial banks, such rate to be adjusted on the last day of each Aramark's accounting period. In the event such amounts owing to Aramark are not paid to Aramark within thirty (30) days of expiration or termination, the County agrees to pay interest on such amounts at the Prime Rate plus two percentage points per annum, compounded monthly from the date of expiration or termination, until the date paid. 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 thirty (30) 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.

20. Indemnification:

INDEMNIFICATION – EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, VENDOR 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 VENDOR, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS

THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED AT THE JAIL OR IN CONNECTION WITH THE PERFORMANCE OF THE CONTRACT. VENDOR HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

INDEMNIFICATION – OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, VENDOR 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 CONTRACT OR THE SERVICES DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF VENDOR 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.

21. Vendor agrees to provide County with proof of Workers Compensation and Employer's Liability insurance of at least $100,000.00 per each accident; Comprehensive General (public) Liability Insurance (which shall include premises, operation, independent contractors, personal injury, products, bodily injury) in the amount of $1,500,000.00 per occurrence, property damages insurance in the amount of $1,500,000.00 per occurrence.

22. Vendor agrees that Williamson County shall be named as an additional insured party on the General Liability Insurance, be provided with a waived subrogation, and be provided with certificates of insurance evidencing the above insurance. Any insurance provided by Vendor (Additional Insured or Otherwise) shall only cover losses for which Vendor is legally liable; such insurance coverage shall not cover liability in connection with or arising out of the wrongful or negligent acts or omissions of the County. Both Vendor and County waive all rights of recovery from each other for property damage or loss of use thereof, however occurring. The foregoing waiver does not apply to bodily injury or death claims. Notice of cancellation of any insurance policies required herein shall be subject to ACORD 25 Certificate of Liability standards, and will be delivered, as applicable, in accordance with policy provisions.

23. Vendor agrees to provide to County a Surety Bond guaranteeing performance of all conditions of this Contract in the amount of fifty thousand dollars ($50,000.00), said bond to be forfeited in the event that Vendor fails to satisfactorily perform this Contract.

24. Vendor agrees to provide meal service to inmates at the agreed upon price.

25. Vendor agrees that the services to be provided, under this Contract, are vital to County and must be continued without interruption and that upon expiration of this Contract another vendor may be selected. Vendor agrees to furnish "phase-in" training and exercise its best efforts and cooperation to effectively have an orderly and efficient transition to a successor.

26. Vendor agrees that this Contract is not assignable without the express written consent of the Commissioners Court of Williamson County. This Contract shall be binding upon and inure to the benefit of parties hereto and their respective successors and permitted assigns.

27. County agrees to assist Vendor in obtaining use of U.S. Department of Agriculture commodities in providing food service to inmates of the Williamson County Jail, however Vendor shall assume all costs, both direct and indirect, in procuring such commodities and in complying with the rules and regulations of the U.S. Department of Agriculture and the Texas Department of Human Resources and that all commodities received by Vendor shall be used only in accordance with the aforementioned rules and regulations, and for the benefit of County, and only in performance of this Contract. It is further agreed that Vendor shall be responsible for the proper disposition and removal of excess or stale dated commodities that have been obtained through the USDA surplus commodity program.

28. County agrees to make available for vendors use the kitchen facilities, utensils, and equipment located in the County Jail at no cost for the performance of this Contract. County states, and Vendor understands, that this is only an accommodation to Vendor and that County makes no warranties, expressed or implied, as to their availability, and Vendor acknowledges that Vendor must have a contingency plan to provide food to the inmates in the event that County facilities are not available for his/her use. The Contractor's liability for providing maintenance and repairs will be limited to the sum of $25,000 per contract year (October 1 through September 30 each year (each a "Contract Year")), and which shall pro-rated in the first Contract Year beginning on the Effective Date and ending on September 30, 2022. Contractor shall keep a log of repair and maintenance costs incurred during each Contract Year. In the event the Contractor's expenditures in a Contract Year exceeds $25,000, the County will reimburse Contractor for such expenditures. Contractor shall notify and receive permission from the County prior to incurring any repair and/or maintenance cost above the $25,000 annual limit. In the event Contractor's annual repair and maintenance expenditures for a Contract Year are less than $25,000 the Contractor shall reimburse the County the difference between the costs incurred and the sum of $25,000. If, in the Contractor's opinion, a piece of kitchen equipment is judged to be past its useful life and repair is not justified, Contractor shall notify the County accordingly. Upon such notification, the

DocuSign Envelope ID: [redacted]

County will either advise Contractor to proceed with repairs and/or maintenance or the County will assume responsibility for replacing the equipment.

29. County agrees to pay all utility costs for preparation of foodstuff, but under no circumstance will County reimburse Vendor for any utility costs if Vendor uses any other facilities for preparation of food.

30. County agrees to provide pest control for all areas within the Jail, including those areas utilized by Vendor in performance of this Contract, and to maintain adequate security of all food service areas during food service operations, and to provide clean uniforms for all inmate workers and to provide paper and plastic eating supplies as required.

31. County agrees to provide inmate trustees to assist in the food service to the greatest extent possible, but Vendor acknowledges that at times there may not be any inmate, trustees furnished. When inmate trustees are provided to assist in the food service, the trustees must be supervised by a County Licensed Correction Officer ONLY. As set out herein above and in addition to the foregoing, inmate trustee labor will be available once the meals are delivered by the Vendor to the interior secure area of the Jail during construction on the Jail kitchen and inmate trustee labor will not be made available outside of the secured area of the Jail during the construction of the Jail kitchen.

32. Subject to the termination rights set out herein, this Contract between County and Vendor shall be in force commencing on November 23, 2021 (the "Effective Date") until September 30, 2024 (the "Initial Term").

33. At the end of the Initial Term, the Commissioners Court of Williamson County reserves the right to extend this Contract for up to two (2) additional twelve (12) month extension terms, by mutual agreement of both parties, as it deems to be in the best interest of the County. The terms and conditions for any extension term shall remain the same and shall be effective as to the new 12-month extension term provided same is approved in advance by the Commissioners Court of Williamson County. The total period of this Contract, including all extensions will not exceed a maximum combined period of sixty (60) months, until November 22, 2026.

34. Either party to this Contract reserves the right to terminate this Contract upon ninety (90) calendar day's written notice for its convenience, and for any termination County shall pay Vendor those costs directly attributable to work done or supplies obtained in preparation for completion or compliance with the Contract prior to such termination. In the event County pays for the cost of supplies or materials obtained for use under this Contract up to the effective date of termination, said supplies or materials shall become the property of Williamson County and shall be delivered to the Jail. Other than the County's

responsibilities in this Agreement, and including but limited to its reimbursement obligations in Section 19 and its payment obligations in this Section 34, no penalty will be assessed for Williamson County's termination for convenience.

35. County and Vendor both agree that the Williamson County Commissioners Court shall be the sole and final authority on issues relating to this Contract. Should any matter not be resolved to the Vendor's satisfaction, Vendor shall have the right to be heard in open court by Commissioners Court and the decision of Commissioners Court shall be final and conclusive and shall be binding on all parties concerned.

36. Vendor understands that to the extent that County provides equipment for preparation of food for inmates, such equipment, if used, shall be used for food preparation for County inmates only.

37. The financial arrangements in this Contract are based on conditions existing as of the effective date of the Contract 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 Vendor's control, including, but not limited to, a change in the scope of Vendor's services; menu changes; a decrease in the Facility's inmate population; efforts to organize labor; increases in food, fuel, equipment, utilities and supply 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; or other unforeseen external market conditions outside Vendor's control, then Vendor shall give County written notice of such requested increase or change with adequate supporting documentation to justify the request or change, and within thirty (30) calendar days after such notice, Vendor and County shall mutually agree upon reasonable 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 Vendor's price per meal, modifications to the menu, or modifications to Vendor's scope of services. Such proposed modifications are expressly subject to approval by the Williamson County Commissioners Court, such approval not to be unreasonably withheld, conditioned, or delayed.

38. 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. 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 provide a written notice with the other party.

39. Miscellaneous:

DocuSign Envelope ID: 7[redacted]

a. If any provision of this Contract shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Contract will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Contract is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Contract and be deemed to be validated and enforceable.

b. Each party to this Contract hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Contract 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 Contract is governed by the laws of the United States, this Contract shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

c. The parties to this Contract agree that during the performance of the services under this Contract they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The parties to this Contract 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.

d. Any notice to be given hereunder shall be in writing and may be affected by personal delivery, in writing or by registered or certified mail, return receipt requested, addressed to the proper party, at the following address:

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

with copy to: Williamson County Sheriff
508 S. Rock Street
Georgetown, Texas 78626

Vendor: Aramark Correctional Services, LLC
Attn: Vice President, Finance
2400 Market Street
Philadelphia, PA 19103

DocuSign Envelope ID: [redacted]

e. Each party to this Contract 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 Contract, including, without limitation, Worker's Compensation laws, salary and wage statutes and regulations, licensing laws and regulations. When required, Vendor shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

f. Vendor expressly agrees to inclusion in this Contract of the Proposal Specifications and Terms and Conditions of 21RFP4 ("RFP") and Vendor's Response(s) and Best and Final Offer ("BAFO"), which are incorporated herein as if copied in full. In the event a dispute arises between terms and conditions of (1) this Contract, (2) the RFP, and its Addenda; (3) the Respondent's Proposal; and (4) the BAFO, applicable documents will be referred to for the purpose of Clarification or for additional detail in the following order of precedence: (1) terms and conditions of the ensuing Contract and its Addenda, (2) the RFP and its Addenda; (3) the Respondent's BAFO; and (4) Respondent's Proposal.

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

h. Nothing in this Contract shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents, 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.

i. The failure or delay of any party to enforce at any time or any period of time any of the provisions of this Contract 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.

j. Vendor agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have

access to and the right to examine and photocopy any and all books, documents, papers and records of Vendor which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Vendor agrees that County shall have access during normal working hours to all necessary Vendor 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 Vendor reasonable advance notice of intended audits.

k. The obligations of the Parties under this Contract 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 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 at the end of its then-current fiscal year.

l. County's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by County within thirty (30) days from the date of the Williamson County Auditor's receipt of an invoice. Interest charges for any late 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 a discrepancy arises in relation to an invoice, such as an incorrect amount on an invoice or a lack of documentation that is required to be attached to an invoice to evidence the amount claimed to be due, County shall notify Vendor of the discrepancy. Following County's notification of any discrepancy as to an invoice, Vendor must resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation, to the Williamson County Auditor. County shall pay the invoice within thirty (30) days from the date of the Williamson County Auditor's receipt of the corrected or revised invoice. County's payment of an invoice that contains a discrepancy shall not be considered late, nor shall any interest begin to accrue until the thirty-first (31st) day following the Williamson County Auditor's receipt of the corrected or revised invoice.

m. The parties to this Contract each represent and warrant to the other party that the warranting party possesses the legal authority to enter into this Contract and that it has taken all actions necessary to exercise that authority and to lawfully authorize its undersigned signatory to execute this Contract and to bind such party to its terms. Each person executing this Contract on behalf of a party

warrants that he or she is duly authorized to enter into this Contract on behalf of such party and to bind it to the terms hereof.

n. As a duly authorized representative of Vendor, I acknowledge by my signature below that I have read and understand the above paragraphs and that Vendor has the obligation to ensure compliance with its provisions by itself and its employees, agents, and representatives.

o. This Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Contract may be amended only by written instrument signed by each party to this Contract. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

SIGNED to be effective the ___ Day of _____, 2021.

Williamson County, Texas (County):

_____
Judge Bill Gravell
Williamson County Judge

Aramark Correctional Services, LLC (Vendor):

DocuSigned by:
By: Michael Santoro
33F926671D6946D...
Printed Name: Michael Santoro
Title: Vice President, Finance

DocuSign Envelope ID: [redacted]

SCHEDULE A

Menus

[Menus provided separately with BAFO]

DocuSign Envelope ID: 73[redacted]

SCHEDULE B

Capital Investment Items:	**QTY**
Merchandisers	1
Beverage Cooler	1
Locking Cooler	1
Locking Freezer	1
Microwave	1
TVs for entertainment	1
Couch	0
Lounge Chair	0
Coffee Table	1
Low-Top Tables	4
Dining Chairs	20
Painting	1
Shelves for Pick up Orders	1
Signage and Sign Holders	1
Design Services	1
Installation	1
Freight	1

Capital Investment: Technology	**QTY**
Retail365 Kiosk - Order Ahead	1
Camera Network	1

Commissioners Court - Regular Session **59.**

Meeting Date: 08/19/2025

Approval of an Interlocal Agreement between Williamson County and the Texas Division of Emergency Management for the purpose of providing a temporary site to stage, sort and dispose of flood debris from county waterways.

Submitted For: Bruce Clements **Submitted By:** Bruce Clements, Emergency Services Dept.

Department: Emergency Services Dept.

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving an Interlocal Agreement between Williamson County and the Texas Division of Emergency Management (TDEM) for the purpose of providing a temporary site to stage, sort and dispose of debris in and near county waterways resulting from the flood that occurred on July 5, 2025.

Background

This Interlocal Agreement will benefit Williamson County by facilitating the removal and disposal of flood debris from county waterways. The cost of collecting and disposal of debris in and near impacted streams and rivers is being covered by the state. No cost share is required for the county. Removal of the debris reduces ongoing public health and safety risks. This agreement allows the state to use county property previously used for the same purpose by the county.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Interlocal Agreement between Wilcoand TDEM

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	08/14/2025 10:00 AM
Form Started By: Bruce Clements		Started On: 08/13/2025 05:31 PM
Final Approval Date: 08/14/2025		

INTERLOCAL AGREEMENT
BETWEEN WILLIAMSON COUNTY, TEXAS AND
TEXAS DIVISION OF EMERGENCY MANAGEMENT

This Interlocal Agreement ("Agreement") is made and entered into between Williamson County ("**WILCO**") and the Texas Division of Emergency Management, a member of The Texas A&M University System, an agency of the State of Texas **("TDEM")** for the purpose of facilitating the provision of emergency services.

RECITALS:

WHEREAS, pursuant to the Interlocal Cooperation Act, Texas Government Code Chapter 791, as amended, cities, counties, special districts and other legally constituted political subdivisions of the State of Texas are authorized to enter into local contracts and agreements with each other regarding governmental functions and services; and

WHEREAS, TDEM personnel requires a location from which they may operate to coordinate state emergency response, recovery, preparedness, and mitigation efforts; and

WHEREAS, TDEM has requested that space be made available to it for its emergency use; and

WHEREAS, WILCO has determined there is available space to accommodate **TDEM's** request located on the property described and/or depicted on Exhibit "A" attached hereto (the "Premises");

NOW THEREFORE, in consideration of the mutual covenants contained herein and subject to the conditions herein set forth, **WILCO** and **TDEM** hereby agree as follows.

I. WILCO AGREEMENTS

To accomplish the purposes of this Agreement, **WILCO** and **TDEM** agree to the following:

1) **WILCO** will provide the Premises to **TDEM** to utilize as a temporary site to stage, sort and dispose of all debris resulting from the flood that occurred on July 5, 2025, in Williamson County, Texas.

2) **WILCO** will maintain utility services currently located on the Premises, if any.

3) **WILCO** reserves the right to utilize the Premises for its own purposes and the access granted to **TDEM** is not exclusive.

II. TDEM AGREEMENTS

4) **TDEM** will identify to **WILCO** a point of contact who will communicate with **WILCO** regarding the use of the Premises under this Agreement. **TDEM's** current point of contact is:

Kyle Wong, Section Chief Disaster Finance
Phone: 512-774-8840
Email: kyle.wong@tdem.texas.gov

Prepared by Office of General Counsel
TDEM – WILCO Interlocal Agreement
Legal Files No. 2025-0072813
AH 8/14/25

5) **TDEM** agrees that it will utilize the space provided in furtherance of their emergency management duties for the State of Texas.

6) **TDEM** will advise **WILCO** as soon as practicable when its personnel will be utilizing the Premises provided under this Agreement.

7) **TDEM** personnel and contractors will be providing and utilizing all of their own equipment. **TDEM** agrees that no access to **WILCO** equipment will be required or requested under this Agreement.

8) While located at the Premises, **TDEM** personnel will perform their duties in a manner so as to not interfere with the ordinary functioning of public safety activities of the police, fire and EMS personnel of **WILCO.**

9) Upon termination of this Agreement, **TDEM** will remove its equipment and any debris from the Premises in a manner so as to cause as little damage as is reasonably possible to the Premises. **TDEM** will leave the Premises clean and in a condition equal to the condition which existed on the effective date hereof, normal wear and tear excepted, and except for any damage caused by **WILCO,** its employees, agents and contractors. Any damage to public property sidewalks, curbs, or streets shall be repaired at the expense of **TDEM**. **TDEM** shall repair any damage caused to private property by **TDEM's** equipment in a timely manner and at no expense to **WILCO**.

10) **TDEM** shall follow all state and federal regulations regarding the storage, transportation, processing, and disposal of debris. **TDEM** shall obtain any permits required for a temporary debris-management site.

III. JOINT AGREEMENTS

11) No charge for the use of the Premises under this Agreement will be made to **TDEM** by **WILCO** and **TDEM** will not make a claim for providing services under this Agreement.

12) The employees of each of the parties under this Agreement will at all times continue to be employees of their employing entity, and there will be no claim by either entity that any of their employees are considered to be borrowed servants working for the other entity. Each entity under this Agreement will be responsible for the acts and omissions of its own employees performing services under this Agreement. An employee of either entity injured during the performance of duties under this Agreement will be provided benefits by the employing agency.

13) Either **WILCO** or **TDEM** can place appropriate "No Trespassing" signage on the property described and/or depicted on Exhibit "A"

14) This Agreement will be effective beginning on August 15, 2025, ("Effective Date") and will remain in effect until November 15, 2025.

15) Either entity may terminate this Agreement upon the issuance of a thirty (30) day notice to the other entity. The parties may provide notice to the following addresses:

TDEM:

Texas Division of Emergency Management
Attn: Kyle Wong, Section Chief Disaster Finance
313 E. Anderson Lane
Austin, TX 78752
Phone: 512-774-8840
Email: kyle.wong@tdem.texas.gov

WILCO:

Williamson County Office of Emergency Management
Attn: Bruce Clements

Phone: 512-591-4973
Email. Bruce.Clements@wilcotx.gov

16) This is the entire agreement between the parties; no oral representations made by either party to this Agreement not reduced to writing herein will be of any effect whatsoever.

17) This Agreement may be executed in multiple copies for the convenience of the parties.

This Agreement has been approved by **WILCO** and executed by its authorized signatory. **TDEM** has executed this Agreement in accordance with its governing regulations.

Williamson County:

By:_____

Date·_____

Texas Division of Emergency Management

By:_____

Date·_____

EXHIBIT "A"

Premises

WILCO County Road & Bridge site at 1400 NE Inner Loop.



Commissioners Court - Regular Session **60.**

Meeting Date: 08/19/2025

Approval of Contract #2025339 for Goods for i-Pro Devices, Licenses and Maintenance for Body Worn Cameras with GTS Technology Solutions for Information Systems

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the Contract for Goods #2025339 of i-Pro Body Worn Camera (BWC) device licenses/maintenance for Williamson County from GTS Technology Solutions, for a total of $215,565.97, pursuant to DIR Contract #DIR-CPO-4697. #DIR-CPO-5225 and Tips #230105.

Background

The approval of this Contract for Goods will support Williamson County's fifty (50) remaining law enforcement vehicles with the i-Pro device licenses and maintenance for body-worn cameras. The funding source is 01.0100.0503.004505 for the FY25 budget. Contract Audit and General Counsel have approved this item. Origination #3337. The department point of contact is Thomas Piche.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Contract Redacted

Form 1295

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	08/14/2025 09:04 AM
Form Started By: Barbi Hageman		Started On: 08/11/2025 12:59 PM
Final Approval Date: 08/14/2025		

WILLIAMSON COUNTY
CONTRACT FOR GOODS

GTS Technology Solutions, Inc.
Quote No. [redacted]

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

THIS CONTRACT FOR GOODS (hereinafter "Contract") is made and entered into by and between **Williamson County, Texas** ("County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **GTS Technology Solutions, Inc.** (hereinafter "Service Provider"), both of which are referred to herein as the parties. Service Provider agrees to provide the goods described herein pursuant to the following terms, conditions, and restrictions:

I.

Goods: The goods include camera equipment for Law Enforcement vehicles as described in the attached **Quote No.** [redacted] being marked as **Exhibit "A,"** which is incorporated herein to the extent it meets or exceeds the County's solicitation, if applicable.

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

II.

Effective Date and Term: This Contract shall be in full force and effect as of the date of the last party's execution below ("Effective Date") and shall continue until the Project Completion Date or when terminated pursuant to this Contract, whichever event occurs first. The Project Completion Date is defined as the date by which all services and obligations outlined in Exhibit "A" shall be fully performed and delivered to the satisfaction of the County. The parties acknowledge and agree that the Project Completion Date shall be September 30, 2025, however this date may be amended at the sole discretion of the County. Upon successful completion of the services as described in Exhibit "A", this contract shall automatically terminate without further obligation from either party, except as otherwise expressly provided herein.

III.

Consideration and Compensation: Service Provider will be compensated based on a fixed sum as set out in **Exhibit "A"**. The not-to-exceed amount for the life of this Contract is **Two Hundred Fifteen Thousand Five Hundred Sixty-Five Dollars and Ninety-Seven Cents ($215,565.97)**.

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

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

IV.

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

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

V.

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

VI.

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

VII.

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

VIII.

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

IX.

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

X.

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

XI.

No Assignment: Service Provider may not assign this Contract.

XII.

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

XIII.

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

XIV.

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

XV.

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

XVI.

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

XVII.

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

A. As described in the attached Quote No. [redacted], marked **Exhibit "A"** and
B. The following cooperative purchasing contracts:
    - DIR-CPO-4697, incorporated by reference;
    - DIR-CPO-5225, incorporated by reference;
    - Tips 230105, incorporated by reference;

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

XVIII.

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

Williamson County:

_____
Authorized Signature

_____
Printed Name

Date: _____, 20____

GTS Technology Solutions, Inc.:

Eilene Melvin
Authorized Signature

Eilene Melvin
Printed Name

Date: 8/12, 2025

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Aug 12 2025 Time: 11:51 am

Reviewed by Contract Audit
SARA GREER, CGAP
Contract Auditor
Williamson County Auditor's Office
Date: Aug 12 2025 Time: 9:39 am

Exhibit "A"
Quote No. [redacted]

GTS TECHNOLOGY SOLUTIONS

GTS Technology Solutions, Inc.
9211 Waterford Centre Blvd Suite 275
Austin, Texas 78758
Phone: 512.452.0651

QUOTE

Quote Number: [redacted]
Quoted Date: 08/07/2025
Expiration Date: 09/06/2025
Account Exec: Ashley Ambroso
Inside Sales Rep: Austin Whitlow
austin.whitlow@gts-ts.com
(512) 681-6214
Terms: NET 30

QUOTE FOR:
Williamson County

Group1

LINE	ITEM	DESCRIPTION	SPECIFICATIONS	CONTRACT	QTY	PRICE	EXTENDED PRICE
1	WJ-VPU4000	Panasonic I-Pro Sensing Solutions Corporation Of America : Vpu4000 Recording Unit Only		DIR-CPO-4697	40	$ 3,723.16	$ 148,926.40
2	IPS-ICV4-ACC	Panasonic I-Pro Sensing Solutions Corporation Of America : I-Pro Acc Kit For Vpu4000, 256Gb Ssd, Power Dist Box, Battery Bkup, 25 Ethernet X3		DIR-CPO-4697	25	$ 716.84	$ 17,921.00
3	ARB-BAT900-MIC	Panasonic Rechargeable Battery For 900Mhz Trinus Mic		DIR-CPO-5225	21	$ 35.62	$ 748.02
4	IPS-ICV-UDE-OP1	i-Pro Icv Ude On-Premise Device License For 1 Year, Incl. Device Management, Live Streaming And Redaction. Service Entitlements: 24X7 Help Desk, Software Maintenance And Support.		DIR-CPO-4697	40	$ 140.00	$ 5,600.00
5	IPS-ICV4-WTY-	i-PRO ICV4000 3-YEAR		DIR-CPO-4697	40	$ 257.89	$ 10,315.60

GTS
TECHNOLOGY SOLUTIONS

QUOTE

Quote Number: [redacted]

	3Y	ACCIDENTAL DAMAGE COVERAGE WITH ADVANCED REPLACEMENT FOR VPU, VC3X FRONT AND VC31 BACK SEAT CAMERA.				
6	IPS-ICV-ETH-DOCK	I-Pro Icv 25Ft Orange Stp Network Cable For Bwc Dock In The Vehicle	DIR-CPO-4697	25	$ 39.16	$ 979.00
7	WV-BWC40D1A	I-Pro Bwc4000 Single Docking Charger Station Only W/O Ac Adapter Ips-Bwc-Ac65W Or 12V Vehicle Harness Ips-Bwc4-12V-Wire	DIR-CPO-4697	50	$ 242.11	$ 12,105.50
8	IPS-ICV4-ANT-BL	Panasonic I-Pro Sensing Solutions Corporation Of America : Panorama Shark Fin For Icv4000, 4 Wlan, 1 Bt, 1 Gps Black	DIR-CPO-4697	35	$ 361.11	$ 12,638.85
9	IPS-BWC4-12V-WIRE	I-Pro Bwc4000 12V Vehicle Harness For Wv-Bwc40D1A Or Wv-Bwc40C1A	DIR-CPO-4697	40	$ 36.84	$ 1,473.60
10	102-EA00	Panasonic External Antenna 10 Ft.	Tips 230105	50	$ 59.37	$ 2,968.50
11	102-RJ00	Panasonic Rx Power Cable	Tips 230105	50	$ 37.79	$ 1,889.50

Prices do NOT include taxes, insurance, shipping, delivery, setup fees, or any cables or cabling services or material unless specifically listed above. If a customer requests expedited or special delivery, causes carrier delays or requests redelivery, customer will be responsible for any additional charges for these services directly billed by the carrier. All prices are subject to change without notice. Supply subject to availability. Dell maintains a strict zero-return policy. Therefore, purchases of incorrect quantity, specifications, items, or configurations are non-refundable and non-returnable. Please ensure that you have reviewed your quote thoroughly.
This quote does not include the applicable sales tax for our commercial customers

Sales Total:	**$ 215,565.97**
Freight & Misc:	**$ 0.00**
Tax Total:	**$ 0.00**
Total (USD):	**$ 215,565.97**

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:
2025-1348682

Date Filed:
08/12/2025

Date Acknowledged:

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

GTS Technology Solutions
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 Commissioners Court

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

2025339
GTS Q-18111; Panasonic iPro camera equipment

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

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

6 UNSWORN DECLARATION

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

My address is [redacted] (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 12th day of August (month), 2025 (year).

Eilene Melvin

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

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2025339
GTS Q-18111; Panasonic iPro camera equipment

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 _____, _____, _____, _____, _____.
(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 **61.**

Meeting Date: 08/19/2025

Approval of Agreement No. 2025326 with Vince Knight D/B/A Knight Restoration for Waterproofing Systems and Services 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 Master Service Agreement #2025326, between Williamson County and Vince Knight D/B/A Knight Restoration, in the not-to-exceed amount of Five-Hundred Thousand Dollars ($500,000.00), pursuant to TIPS Cooperative Contract #25010401, and authorize execution of the agreement.

Background

This Master Service Agreement for various waterproofing systems and repairs for various Williamson County Facilities between Williamson County and Vince Knight D/B/A Knight Restoration is to be able to utilize the vendor for services as they arise. The contract number for TIPS is # 25010401. No pricing sheet for this MSA. Scope of Work (SOW) with quoted amount to be verified by COOP vendor, which will be supplied by PO request. This MSA will be valid as of the date of execution through April 30, 2030. The funding source is 01.0100.0509.004510, Origination #3250 and the point of contact is Shantil Moore.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Master Service Agreement

Form 1295 Knight Restoration Complete

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	08/14/2025 08:40 AM
Form Started By: Michelle McKinney		Started On: 08/06/2025 05:05 PM
Final Approval Date: 08/14/2025		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

MASTER SERVICES AGREEMENT
WITH
VINCE KNIGHT D/B/A KNIGHT RESTORATION

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 ("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 **Vince Knight D/B/A Knight Restoration** (hereinafter "Service Provider") both of which are referred to herein as the parties. The County agrees to engage Service Provider as an independent contractor, to provide certain services and purchase goods described herein pursuant to the following terms, conditions, and restrictions:

I.

Services: The services to be provided include waterproofing systems, caulking/sealants, related maintenance, leak repair services, EIFS repair, concrete repair, epoxy injections, traffic membranes, plaster repair, window glazing and masonry repair throughout various Williamson County Facilities. Related services will be outlined in a Statement of Work ("SOW") to be provided by Service Provided upon the direction of the County.

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

II.

Goods: To the extent applicable, 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 April 30, 2030. Unless terminated sooner pursuant to the terms set out herein, the County reserves the right to renew the Agreement for additional fiscal years, by mutual agreement of both parties, as it deems to be in the best interest of the 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 with a SOW's and in accordance with COOP Contract # TIPS 25010401. The not-to-exceed amount payable by County under this Agreement shall be **Five Hundred Thousand Dollars ($500,000.00)** per fiscal year. In no event may the aggregate amount of compensation authorized under any SOWs exceed the said not-to-exceed amount.

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 Agreement 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.

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	

"Williamson County, Texas, its directors, officers and employees" shall be added as additional insureds under the policies required 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.

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

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.

XIX.

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
Vince Knight D/B/A Knight Restoration
900 County Road 432
Taylor, TX 76574

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 amend amendments agreed to by both parties (if any);
B. Statements of Work (SOWs) issued under the Agreement;
C. Cooperative Contract No. TIPS 25010401, incorporated by reference;
D. and
E. 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) any SOW issued under the Agreement; and (3) Cooperative Contract No. TIPS 25010401 set forth above; 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; and (3) Cooperative Contract No. TIPS 25010401 set forth above.

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.

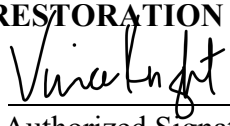
WILLIAMSON COUNTY:

_____
Authorized Signature

_____
County Judge/Presiding Officer

Dated: _____ _____, 20___

VINCE KNIGHT D/B/A KNIGHT RESTORATION



Authorized Signature

Vince Knight
Printed Name

Dated: August 5th, 2025

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Aug 06 2025 Time: 9:58 am

Reviewed by Contract Audit
SARA GREER, CGAP
Contract Auditor
Williamson County Auditor's Office
Date: Aug 06 2025 Time: 8:30 am

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1346244

Date Filed:
08/05/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Knight Restoration
Hutto, TX United States

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
2025326
Services will be outlined in a Statement of Work (SOW)

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 Vince Knight, and my date of birth is [redacted].

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

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

Executed in Williamson County, State of Texas, on the 5th day of August, 20 25.
(month) (year)

Vince Knight
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:
2025-1346244

Date Filed:
08/05/2025

Date Acknowledged:
08/06/2025

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

Knight Restoration
Hutto, TX United States

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

Williamson County, Texas

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

2025326
Services will be outlined in a Statement of Work (SOW)

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 _____, _____, _____, _____, _____.
(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 **62.**

Meeting Date: 08/19/2025

McLemore Contract Termination

Submitted By: Jacqueline Lentz, General Counsel

Department: General Counsel

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the termination of the Service Contract for Custodial Services with McLemore Building Maintenance, Inc., effective on September 30, 2025, and that appropriate officials take necessary actions to provide notice of such termination of the contract.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Service Contract

Termination Letter

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	08/12/2025 04:00 PM
Form Started By: Jacqueline Lentz		Started On: 08/12/2025 03:00 PM
Final Approval Date: 08/12/2025		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

SERVICES CONTRACT
FOR CUSTODIAL SERVICES
(Mclemore Building Maintenance, Inc.)
(WilCo RFP #1978)

THIS SERVICES CONTRACT (hereinafter "Contract") is made and entered into by and between **Williamson County, Texas** (hereinafter "The County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Mclemore Building Maintenance, Inc.**, a Texas corporation with offices located at 110 Fargo St., Houston, Texas 77006 (hereinafter "Service Provider"). The County agrees to engage Service Provider as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

Services: Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he, she or it is not an employee of The County. The services include, but are not limited to the following items in order to complete the project:

A. **As described in the attached WilCo RFP #1978 designated as Exhibit "A" and incorporated herein as if copied in full;**

B. **Service Provider's Response to WilCo RFP #1978, dated September 5, 2019, which is designated as Exhibit "B" and incorporated herein as if copied in full;**

C. **Service Provider's Best and Final Offer ("BAFO") designated as Exhibit "C" and incorporated herein as if copied in full;**

D. **Security Addendum designated as Exhibit "D" and incorporated herein as if copied in full; and**

E. **Any required insurance certificates.**

Should The County choose to add services in addition to those described in the above-referenced exhibits, such additional services shall be described in a separate written

amendment to this Contract wherein the additional services shall be described and the parties shall set forth the amount of compensation to be paid by The County for the additional services. Service Provider shall not begin any additional services and The County shall not be obligated to pay for any additional services unless a written amendment to this Contract has been signed by both parties.

II.

Effective Date and Term: This contract shall be in full force and effect when signed by all parties and starting January 1, 2020 with the initial term continuing until December 31, 2021. At the end of the initial term of this contract, the parties, upon mutual agreement, shall have the option to renew this contract for up to four (4) additional and separate terms of twelve (12) months each upon the same terms and conditions contained herein, and pricing will presumptively remain the same. Exercise of the renewal option is at The County's sole discretion and shall be conditioned, at a minimum, on the Service Provider's performance of this contract and subject to: 1) same pricing or reasonable pricing close to the original pricing as agreed to by The County; and 2) the availability of funds. The County and Service Provider expressly agree that termination shall be Service Provider's sole remedy if the County chooses not to extend this contract for an additional twelve (12) month term.

III.

Consideration and Compensation: Service Provider will be compensated based on pricing set forth in Response(s) to RFP #1978, including the Best and Final Offer ("BAFO") from Service Provider, and include a total annual amount of $2,271,264.72 for the bulk of services which will be paid on a monthly basis in the amount of $189,272.05 for services rendered. Additionally, there are also: 1) discretionary special request service(s) at $18.50/hour; and (2) labor for the Williamson County Expo Center event services at $25.00/hour subject to budgeted amounts.

Any changes to pricing must be done in writing via amendment to this contract with formal approval by the Williamson County Commissioners Court.

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

fall on a Saturday or Sunday.

IV.

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

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

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

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability (*including premises, completed operations and contractual*)	$ 500,000	$ 500,000
Aggregate policy limits:		$1,000,000

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 authorized sub-subcontractors worker's compensation coverage. Contactor shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by The County.

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

V.

Entire Contract & Incorporated Documents: This Contract constitutes the entire Contract between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated (as if copied in full) into this Contract include the following:

A. **As described in the attached WilCo RFP #1978 designated as Exhibit "A" and incorporated herein as if copied in full;**

B. **Service Provider's Response to WilCo RFP #1978, dated September 5, 2019, which is designated as Exhibit "B" and incorporated herein as if copied in full;**

C. **Service Provider's Best and Final Offer ("BAFO") designated as Exhibit "C" and incorporated herein as if copied in full;**

D. **Security Addendum designated as Exhibit "D" and incorporated herein as if copied in full; and**

E. **Any required insurance certificates.**

The County reserves the right and discretion (pursuant to public policy and Texas Constitutional principles) to determine applicable provisions where there is any conflict between this Contract and any of the above-referenced contract documents/exhibits or incorporated documents.

VI.

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 Contract and shall in no manner incur any expense or liability on behalf of The County other than what may be expressly allowed under this Contract.

VII.

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING; OR IF THE CLAIM IS COVERED BY SERVICE PROVIDER'S INSURANCE COVERAGE, BY COUNSEL CHOSEN BY THE COUNTY OR CHOSEN AFTER CONSULTATION WITH AND APPROVAL BY THE COUNTY ON CHOICE OF COUNSEL AND THE COUNTY SHALL NOT UNREASONABLY WITHHOLD SUCH APPROVAL), AND HOLD

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

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

VIII.

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

IX.

Compliance with All Laws: Service Provider agrees and will comply with any and all local, state or federal requirements with respect to the services rendered.

X.

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

XI.

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

XII.

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

XIII.

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

XIV.

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

XV.

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

XVI.

No Assignment: Service Provider may not assign this Contract.

XVII.

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

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

WILLIAMSON COUNTY:

Authorized Signature

Bill Gravell Jr.
Printed Name

Date: November 19, 2019

SERVICE PROVIDER:

Authorized Signature

Richard B. Rodriguez
Printed Name

Date: 11/5/, 2019

GENERAL COUNSEL
WILLIAMSON COUNTY COMMISSIONERS COURT

401 W 6TH STREET, GEORGETOWN, TEXAS 78626

HAL C. HAWES
GENERAL COUNSEL

SHANNON C. FRANCIS
ASSISTANT GENERAL COUNSEL

JACQUELINE LENTZ
ASSISTANT GENERAL COUNSEL

JENNIFER MILLER
SENIOR PARALEGAL

August 19, 2025

Via First Class U.S. Certified Mail:
McLemore Building Maintenance, Inc.
Attn: Richard Rodriguez
110 Fargo Street
Houston, Texas 77006

RE: NOTICE OF TERMINATION

Dear Mr. Rodriguez:

Section X, Termination, of the SERVICE CONTRACT FOR CUSTODIAL SERVICES ("Contract"), effective on January 1, 2020, states that "This Contract may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving thirty (30) days written notice thereof."

Therefore, the purpose of this letter is to give you official notice that the Williamson County Commissioners Court, as the legislative and governing body for Williamson County, has decided to terminate the Contract. The Contract will be terminated as of midnight on Tuesday, September 30, 2025.

Williamson County would like to thank you for your assistance, cooperation, and services provided. If you would like to discuss this matter in further detail, please do not hesitate to contact me.

Sincerely,

Jacqueline C. Lentz
Assistant General Counsel
Phone: (512) 943-3824
Email: Jacqueline.lentz@wilcotx.gov

Meeting Date: 08/19/2025

Central Texas Treatment Center (CTTC) Kitchen Remodel - Falkenberg - Change Order 1

Submitted For: Dale Butler **Submitted By:** Christy Matoska, Facilities Managemen

Department: Facilities Management

Agenda Category: Regular Agenda Items

Information

Agenda Item

Receive and acknowledge approval of Change Order No. 1 from Falkenberg Construction Co., Inc. for the CTTC Kitchen Remodel in the amount of $11,270.00, which was approved by Williamson County Facilities Management Senior Director, Dale Butler, pursuant to the Commissioners Court's prior delegation of change order approval authority pursuant to Loc. Gov't Code Sec. 262.031.

Background

This Change Order No. 1 is made to compensate the contractor, Falkenberg Construction Co. Inc. in the amount of $11,270.00 to have mold remediation testing completed. This Change Order results in a net increase of $11,270.00. The original Contract amount was $55,904.07. As a result of this Change Order, the new contract sum is $67,174.07 with no additional time needed for completion date of September 8th, 2025. Williamson County Facilities Manager Senior Director, Dale Butler was delegated change order approval authority on March 6, 2018, by the Commissioners Court pursuant to Loc. Gov't Code Sec. 262.031. This item is to acknowledge such approval and record same into minutes of the Commissioners Court.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CTTC - Kitchen Remodel_CO1

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	08/08/2025 04:56 PM
County Judge Exec Asst.	Delia Colon	08/12/2025 08:45 AM
Form Started By: Christy Matoska		Started On: 08/08/2025 09:41 AM
Final Approval Date: 08/12/2025		

CHANGE ORDER
CTTC Kitchen Remodel

CHANGE ORDER NO: **01** NTP Date: 06/18/2025
DATE OF ISSUANCE: 07/15/2025
Contractor: Falkenberg Construction Co., Inc.
Architect/ Engineer: N/A

EXPLANATION:
1. Mold Remediation

CONTRACT CHANGE:
1. Mold testing conducted – positive test result

A. Original Contract Amount	$	55,904.07
B. Adjusted Contract Sum by previous Change Orders	$	0.00
C. Contract Sum increased by this Change Order in the amount of	$	11,270.00
D. New Contract Sum including this Change Order will be	$	67,174.07

Percentage Increase of Total Change Orders over Original Contract Amount $\left(\frac{D-A}{A} * 100\right)$
(Not to Exceed 25% per state law) 20.15 %

The Contract Time will be changed by 0 days
The date of Substantial Completion as of the date of this Change Order 09/08/2025

RECOMMENDED BY:

Falkenberg Construction Co. Inc.	John E. Castro John E. Castro (Jul 16, 2025 15:04 CDT)	07/16/2025
Contractor	Signature	Date

REVIEWED BY:

N/A		
Architect/ Engineer	Signature	Date

ACCEPTED BY:

Dale Butler, Sr. Director, Facilities	Dale Butler	07/16/2025
County's Representative	Signature	Date

Commissioners Court - Regular Session **64.**

Meeting Date: 08/19/2025

CTTC Kitchen Remodel_Falkenberg_CO2

Submitted For: Dale Butler **Submitted By:** Christy Matoska, Facilities Managemen

Department: Facilities Management

Agenda Category: Regular Agenda Items

Information

Agenda Item

Receive and acknowledge approval of Change Order No. 2 from Falkenberg Construction Co., Inc. for the CTTC Kitchen Remodel in the amount of $2,500.00, which was approved by Williamson County Facilities Management Project Manager, Matt Weber, pursuant to the Commissioners Court's prior delegation of change order approval authority pursuant to Loc. Gov't Code Sec. 262.031.

Background

This Change Order No. 2 is made to compensate the contractor, Falkenberg Construction Co. Inc. in the amount of $2,500.00 for RH value slab, higher than the adhesive manufacturer would warranty. This Change Order results in a net increase of $2,500.00. The original Contract amount was $55,904.07, and the Adjusted Contract Sum from Change Order #1 is $67,174.07. As a result of this Change Order, the new contract sum is $69,674.07 with no additional time needed for completion date of September 8th, 2025. Williamson County Facilities Project Manager, Matt Weber was delegated change order approval authority on June 24th, 2025, by the Commissioners Court pursuant to Loc. Gov't Code Sec. 262.031. This item is to acknowledge such approval and record same into minutes of the Commissioners Court.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CTTC - Kitchen Remodel_CO2

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	08/11/2025 04:51 PM
County Judge Exec Asst.	Delia Colon	08/12/2025 08:51 AM
Form Started By: Christy Matoska		Started On: 08/11/2025 04:15 PM
Final Approval Date: 08/12/2025		

Docusign Envelope ID: 3648657D-57C7-4DC2-8E2A-DC3F5FF64D90

CHANGE ORDER
CTTC Kitchen Remodel

CHANGE ORDER NO: 02 NTP Date: 06/18/2025
DATE OF ISSUANCE: 08/11/2025
Contractor: Falkenberg Construction Co., Inc.
Architect/ Engineer: N/A

EXPLANATION:

1. Moisture mitigation

CONTRACT CHANGE:

1. RH value for slab was higher than adhesive manufacturer will warranty

A. Original Contract Amount	$	55,904.07
B. Adjusted Contract Sum by previous Change Orders	$	67,174.07
C. Contract Sum increased / (decreased) by this Change Order in the amount of	$	2,500.00
D. New Contract Sum including this Change Order will be	$	69,674.07

Percentage Increase of Total Change Orders over Original Contract Amount $\left(\frac{D-A}{A} * 100\right)$
(Not to Exceed 25% per state law) 24.63%

The Contract Time will be changed by 0 days
The date of Substantial Completion as of the date of this Change Order 09/08/2025

RECOMMENDED BY:

Falkenberg Construction Co., Inc.	DocuSigned by: 00B8142C0830456...	August 11, 2025 | 14:29 CDT
Contractor	Signature	Date

REVIEWED BY:

N/A		
Architect/ Engineer	Signature	Date

ACCEPTED BY:

Matt Weber, Project Manager, Facilities	Matt Weber	08/11/2025
County's Representative	Signature	Date

Commissioners Court - Regular Session **65.**

Meeting Date: 08/19/2025

Award of RFP #25RFP53 for Water Treatment Services to Water Engineering, Inc. 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 #25RFP53 Water Treatment Services for Facilities Management to the most responsive proposer, Water Engineering, Inc., and authorizing the execution of a Master Service Agreement in the not-to-exceed amount of One Hundred Fifty Thousand Dollars ($150,000.00).

Background

Williamson County sent out Two Thousand Two Hundred Twenty-Eight (2,228) notifications with Sixty-Nine (69) document takers and Two (2) submittals. After submission review, Water Engineering, Inc. was found to be the most responsive. It is recommended that Williamson County award this Master Service Agreement to Water Engineering, Inc., beginning on 10/01/2025 and ending on 09/30/2027 with four (4) one (1) year renewal options. The funding source is 01.0100.0510.004100, the Origination Number is 2467, and the point of contact is Dale Butler.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

MSA Water Engineering, Inc.

Water Treatment Evaluation Score sheet FINAL

25RFP53 Recommendation Letter

1295 Form Water Engineering, Inc.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	08/14/2025 09:24 AM
Form Started By: Vickie Johnson		Started On: 08/12/2025 08:07 AM
Final Approval Date: 08/14/2025		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

MASTER SERVICES AGREEMENT
WITH
WATER ENGINEERING INC
(Request for Proposal #25RFP53 Water Treatment Services)

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 ("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 **Water Engineering 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 responses to the County's Request for Proposal #25RFP53:

I.

Services: The services to be provided include water softener maintenance and service to the Williamson County Jail. The services include but are not limited to the services and work described in the attached **Water Engineering Inc - Price Sheet** marked as **Exhibit "A,"** which is incorporated herein to the extent it meets or exceeds the requirements of County's solicitation, if applicable. Related services will be outlined in a Statement of Work ("SOW") to be provided by Service Provided upon the direction of the County.

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

II.

Goods: To the extent applicable, Service Provider shall supply the County the goods described

in each SOW provided to the extent it meets or exceeds the County's solicitation, if applicable.

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

III.

Effective Date and Term: This Contract shall be in full force and effect when signed by all parties and shall begin October 01, 2025, and continue through September 30, 2027. Unless terminated sooner pursuant to paragraph XXII below, if applicable, at the end of the agreement term, Williamson County Commissioners Court reserves the right to renew the agreement 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 attached **Water Engineering Inc - Price Sheet** marked as **Exhibit "A,"** which is incorporated herein to the extent it meets or exceeds the requirements of County's solicitation, if applicable. The not-to-exceed amount payable by County under this Agreement shall be **One Hundred Fifty Thousand Dollars ($150,000.00) per fiscal year**. In no event may the aggregate amount of compensation authorized under any SOWs exceed the said not-to-exceed amount.

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 Agreement 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.

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	

"<u>Williamson County, Texas, its directors, officers and employees</u>" shall be added as additional insureds under the policies required 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.

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

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.

XIX.

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
Water Engineering Inc.
1574 County Road 10
Mead, NE 68041

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 amend amendments agreed to by both parties (if any);
B. Statements of Work (SOWs) issued under the Agreement
C. Documents Responsive to County's Request for Proposal #25RFP53 (incorporated by reference) 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) and (2) any 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) and (2) the SOW issued under the Agreement.

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:

_____
Authorized Signature

_____
County Judge/Presiding Officer

Dated: _____ _____, 20___

WATER ENGINEERING INC.

_____
Authorized Signature

David Wagenfahr
Printed Name

Dated: August 11th, 20 25

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Aug 11 2025 Time: 4:28 pm

Reviewed by Contract Audit
SARA GREER, CGAP
Contract Auditor
Williamson County Auditor's Office
Date: Aug 11 2025 Time: 3:40 pm

Exhibit “A”

Water Engineering Inc - Price Sheet

Water Engineering Inc - Price 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 inspections; Water Treatment Preventive Maintenance and Unit Price Bidding Sheet. Williamson County has the option to add/remove facilities and equipment to this Contract that are similar in scope, at the contract rates. Service Provider shall bid all items detailed below (no exceptions, substitutions or exclusions). Incomplete quotes may be considered non-responsive and excluded from the award process.

Current facilities are listed as follows:

Building	Facility Name	Address	Type	System	Filters	* Weekly	** Monthly	*** Annual	*** Laboraty Testing	***System	****Site
1005	Justice Center	405 MLK, Georgetown, TX	Chemical POT/Feeder	North Chilled - Closed Loop	0		$ 150.00	INCLUDED	$ 50.00	$ 150.00	Yes
			Chemical Filter POT/Feeder	South Chilled - Closed Loop	1		$ 150.00	INCLUDED	$ 50.00	$ 150.00	Yes
			Chemical Filter POT/Feeder	North Hot - Closed Loop	1		$ 150.00	INCLUDED	$ 50.00	$ 150.00	Yes
			Chemical Filter POT/Feeder	South Hot - Closed Loop	1		$ 150.00	INCLUDED	$ 50.00	$ 150.00	Yes
1008	Sheriff Office/Jail	508 Rock St, Georgetown, TX	Chemical Filter POT/Feeder	North Chilled - Closed Loop	1		$ 150.00	INCLUDED	$ 50.00	$ 150.00	Yes
			Chemical Filter POT/Feeder	South Chilled - Closed Loop	1		$ 150.00	INCLUDED	$ 50.00	$ 150.00	Yes
1000	Historical Courthouse	710 Main Street,	Chemical POT/Feeder	Hot - Closed Loop	0		$ 150.00	INCLUDED	$ 50.00	$ 150.00	Yes
1071	Emergency Service	911 Tracy Chambers	Chemical POT/Feeder	Chilled - Closed Loop	0		$ 150.00	INCLUDED	$ 50.00	$ 150.00	Yes
1032	Cedar Park Annex	350 Discovery Blvd, Cedar Park, TX	Chemical POT/Feeder	Chilled - Closed Loop	0		$ 150.00	INCLUDED	$ 50.00	$ 150.00	Yes
			Chemical POT/Feeder	Hot - Closed Loop	0		$ 150.00	INCLUDED	$ 50.00	$ 150.00	Yes
1095	Lake Creek Annex	9500 Lake Creek Parkway, Austin, TX	Auto Chemical Pump Feed	Chilled - Closed Loop	0	$ 375.00		INCLUDED	$ 150.00	$ 150.00	Yes
			Chemical Filter POT/Feeder	Hot - Closed Loop	1	$ 37.50		INCLUDED	$ 50.00	$ 150.00	Yes
N/A	Wilco Headquarters	1848 Texas Trail, Georgetown, TX	Chemical Filter POT/Feeder	Chilled - Closed Loop	1		$ 150.00	INCLUDED	$ 50.00	$ 150.00	Yes
			Chemical Filter POT/Feeder	Hot - Closed Loop	1		$ 150.00	INCLUDED	$ 50.00	$ 150.00	Yes
						$ 1,650.00	$ 1,500.00	$ -	$ 800.00	$ 2,100.00	
						$ 19,800.00	$ 18,000.00	$ -	$ 9,600.00	$ 25,200.00	

Legend

* Performed once per week in the month.

** Perfomed twelve (12) times per year.

*** Performed once per fiscal year to be completed in the 2nd quarter.

**** Indicate Yes (Y) or No (N) in dedicated column for each listed generator. If site visit occurred prior to bid submission.

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.

Service Provider shall provide the unit price and gallon of the additional product and service, which will be invoice to Williamson County under this

Additional Product/Service	Unit Price/Gallon
Remediation for positive Legionella Test Results (each)	$ 2,000.00
Cooling Tower Cleaning - as needed (each)	$ 2,400.00
Feed and Control Equipment for Tower, FREE	$ -
50 pound softener salt bag	$ 11.15
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -

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.

Williamson County 25RFP53- Williamson County Warter Treatment Services for Williamson County, Texas Evaluation Date Wednesday, July 9, 2025 @ 9:00 am			Terra Oilfield Services, LLC	Water Engineering, Inc.
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 M-FEMA Addendum to mean FEMA Required Contract Provisions	**P/F**		Pass	Pass
Relevent Experience and Qualifications •Attachment C-Transmittal Letter, •Attachment E-Executive Summary, •Attachment H-Similar Contracts	**35**		31	26
Price •Attachment F-Pricing Sheet	**30**		22	30
Proposed Methodology •Attachment M-Proposed Methodology	**15**		13	14
References, Experiences, Reputation, and Compliance •Attachment G-Proposal References, •Attachment I-Cancelled or Terminated Contracts	**10**		0	10
Quality and Safety Program •Attachment O-Quality and Safety	**5**		5	5
Value Added Services •Attachment P-Added Services	**5**		5	5
Total	**100**		**76**	**90**

[redacted]

[redacted]

[redacted]

[redacted]

Price Category (Annual)	Terra Oilfield Services, LLC	Water Engineering, Inc.
Weekly Service Cost	$ 48,000.00	$ 19,800.00
Monthly Service Cost	$ 36,000.00	$ 18,000.00
Annual Corrosion Inhibitor Treatment	Included	Included
Lab. Testing Fees	$ 2,800.00	$ 9,600.00
System Flush Fees	$ 14,000.00	$ 25,200.00
Grand Total of All Price Categories	**$ 100,800.00**	**$ 72,600.00**
Price Points	72,600/100,800*30=22	72,600/72,600*30=30
Price Points = (Lowest Price / Respondent Price) × 30	22	30

To evaluate the pricing proposals for 25RFP53, we first summed all the relevant cost categories for each respondent to obtain a grand total. The categories included weekly service cost, monthly service cost, annual corrosion inhibitor treatment, lab testing fees, and system flush fees. This sum represents the total annual cost proposed by each respondent. Once the grand totals were calculated, we applied the standard price scoring methodology to determine the price points for each respondent. The lowest total price receives 30 points, and other respondents are scored proportionally based on their total prices. Price Points = (Lowest Price / Respondent Price) × 30

Williamson County Facilities
3101 SE Inner Loop
Georgetown, Texas 78626
512-943-1599
512-930-3313 Fax
facilities@wilcotx.gov

July 24, 2025

To: Williamson County Purchasing Department

Re: 25RFP53-Water Treatment Services,
Recommendation of Agreement Award

The recommendation from the RFP Evaluation Committee is to award the 25RFP53-Water Treatment Services contract to Water Engineering, Inc. This evaluation is based on all items outlined in the evaluation criteria in 25RFP53. Proposal pricing is within budget for these services.

Water Engineering, Inc. is a full-service water treatment company with over 30 years of experience serving a diverse range of clients across the United States. Water Engineering Inc. 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 water treatment industry. Their services include customized water quality management solutions such as system monitoring, chemical treatment programs, and equipment maintenance.

The Facilities Management Department recommends that the Williamson County Commissioners Court award the contract based on the committee's evaluation.

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:
2025-1347159

Date Filed:
08/07/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Water Engineering, Inc.
Mead, NE 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.
25RFP53
Water Treatment Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Wagenfuhr, David	Mead, NE United States	X	
Wagenfuhr, Katie	Mead, NE United States	X	
Aiello, Tony	Mead, NE United States		X
Heddens, Paul	Mead, NE United States		X
Jeansonne, Katie	Belle Chasse, LA United States		X

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

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

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

Executed in Saunders County, State of Nebraska, on the 7 day of August (month), 2025 (year).

Tony P Aiello

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:
2025-1347159

Date Filed:
08/07/2025

Date Acknowledged:
08/12/2025

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

Water Engineering, Inc.
Mead, NE 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.

25RFP53
Water Treatment Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Wagenfuhr, David	Mead, NE United States	X	
Wagenfuhr, Katie	Mead, NE United States	X	
Aiello, Tony	Mead, NE United States		X
Heddens, Paul	Mead, NE United States		X
Jeansonne, Katie	Belle Chasse, LA 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 _____, _____, _____, _____, _____.
(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 **66.**

Meeting Date: 08/19/2025

Award of RFP #25RFP52-CMAR for WCRAS Building Addition to Bartlett Cocke General Contractors, LLC for Facilitie 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 RFP # 25RFP52, Construction Manager at Risk (CMAR) for the WCRAS Building Addition to Bartlett Cocke General Contractors, LLC, in the amount of Fifteen Thousand, Five Hundred dollars ($15,500), and authorize execution of the agreement. Funding source is P719.

Background

Williamson County sent out over fourteen thousand six hundred (14,699) notifications and received fourteen (14) submissions. The evaluation committee, through evaluation and negotiations, is recommending that Bartlett Cocke General Contractors, LLC be awarded RFP #25RFP52 to retain a CMAR for the Williamson County Regional Animal Shelter Building Addition. CMAR has overall responsibility for and shall provide complete construction services and furnish all materials, equipment, tools and labor as necessary or reasonably necessary to complete the project. The County shall pay $15,500.00 to Bartlett Cocke General Contractors, LLC for Pre-construction Services. The funding source is P719, and the point of contact is Christy Matoska of Facilities Management.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CMAR Contract

Recommendation Letter

Evaluation Sheet Redacted

Form 1295 Bartlett Cocke General Contractors, LLC Complete

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	08/14/2025 09:22 AM
Form Started By: Michelle McKinney		Started On: 08/11/2025 05:05 PM
Final Approval Date: 08/14/2025		

CONTRACT FOR
CONSTRUCTION MANAGER AT-RISK ("CMAR") PROJECT DELIVERY

PROJECT:	**Williamson County Regional Animal Shelter Building Addition** ("Project")
CONSTRUCTION MANAGER AT-RISK:	**Bartlett Cocke General Contractors, LLC** ("CMAR") Sean Stevens, Vice President of Operations 3330 Caseybridge Court Austin, TX 78744
ARCHITECT & ENGINEER:	**Quorum Architects** ("A/E") Kimberly Dowdy-Hickman 825 W Vickery Blvd., Suite 100 Fort Worth, TX 76104
COUNTY'S DESIGNATED REPRESENTATIVE:	**Williamson County Facilities Management** Attn: Director of Facilities 3101 SE Inner Loop Georgetown, Texas 78626

THIS CONTRACT FOR CONSTRUCTION MANAGEMENT AT-RISK PROJECT DELIVERY ("Contract") is made and entered into effective as of the latest date of the signatories indicated at the conclusion of this document (the "Effective Date"), by and between **Williamson County**, a body corporate and politic under the laws of the State of Texas ("County") and CMAR.

ARTICLE 1
SCOPE OF WORK

County desires to retain a CMAR for the **Williamson County Regional Animal Shelter Building Addition** (hereinafter called the "Project"). CMAR has overall responsibility for and shall provide complete construction services and furnish all materials, equipment, tools and labor as necessary or reasonably inferable to complete the Project, or any phase of the Project, in accordance with County's requirements and the terms of this Contract (hereinafter collectively referred to as the "Work").

ARTICLE 2
GENERAL PROVISIONS

2.1 Contract Documents.

2.1.1
The Contract Documents consist of this Contract and all exhibits and attachments listed, contained, or referenced therein, the Williamson County Uniform General Conditions ("UGCs"), Supplementary or other Conditions, if any, the Drawings, Specifications, Addenda issued prior to the Effective Date of this Contract, The Bid/ Proposal Documents as defined by the Invitation for Bidders/ Request for Proposals, and all Change Orders and any other Modifications issued after the Effective Date of this Contract, all of which form this Contract and are as fully a part of this Contract as if attached to this Contract. Upon County's acceptance of CMAR's Guaranteed Maximum Price ("GMP") proposal, the Contract Documents will also include the documents described in **Paragraph 8.2.3** and identified in the GMP Amendment and revisions prepared by A/E and furnished by County as described in **Section 8.2**.

2.1.2
This Contract represents the entire and integrated agreement between the Parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Contract, this Contract shall govern. To the extent of any direct conflict or inconsistency between any of the Contract Documents, CMAR shall immediately notify County and seek clarification from A/E and County.

2.1.3
The term "CMAR" shall be interchangeable with the terms "Proposer," "Bidder," Respondent," "Contractor," and "General Contractor" or other similar terms as appropriate in the Contract Documents.

2.2 Relationship of the Parties.

2.2.1
CMAR accepts the relationship of trust and confidence established by this Contract and shall cooperate with A/E and County and exercise CMAR's skill and judgment in furthering the interests of County; to furnish efficient construction administration, management services and supervision; to furnish, at all times, an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with County's interests.

2.2.2
It is understood and agreed that CMAR shall not in any sense be considered a partner or joint venturer with County, nor shall CMAR hold itself out as an agent or official representative of County unless expressly authorized to do so by a majority vote of the Williamson County Commissioners Court. CMAR shall be considered an independent contractor for the purpose of this Contract and shall in no manner incur any expense or liability on behalf of County other than what may be expressly allowed under this Contract.

2.3 General Terms.

2.3.1
The term “Contractor” as used herein or in the UGCs shall mean CMAR.

2.3.2
The term “Owner” as used herein or in the UGCs shall mean County.

2.3.3
The term “Architect” as used herein or in the UGCs shall mean A/E.

ARTICLE 3
CONTRACT TIME

3.1
County shall provide a Notice to Proceed in which a date for commencement of the work shall be stated. CMAR shall achieve Substantial Completion of the Work within **three hundred thirty-five (335) calendar days** after such Commencement Date. As such completion date may be extended by approved Change Orders. Unless otherwise specified in writing, CMAR shall achieve Final Completion within **thirty (30) calendar days** of Substantial Completion. The time set forth for completion of the work is an essential element of the Contract.

3.2 Liquidated Damages.

CMAR acknowledges and recognizes that County is entitled to full and beneficial occupancy and use of the completed Work following expiration of the Contract Time and that County has entered into, or will enter into, binding agreements upon CMAR's achieving Substantial Completion of the Work within the Contract Time. CMAR further acknowledges and agrees that if CMAR fails to complete substantially or cause the Substantial Completion of any Phase of the Work within the Contract Time, County will sustain extensive damages and serious loss as a result of such failure. In the cases of missed scheduled events, which incur exact losses of revenue and exact expenses for fees and other cancellation costs, CMAR shall be responsible for the exact amount of damages sustained by County. In other cases, the exact amount of such damages will be extremely difficult to ascertain. Therefore, County and CMAR agree as set forth below:

3.2.1
Subject to the other terms and conditions herein, if Substantial Completion is not achieved by the date specified above or by such date to which the Contract Time may be extended, the Contract Sum shall be reduced by **Seven Hundred Fifty Dollars ($750) per calendar day** as liquidated damages and not as a penalty, until the date of Substantial Completion. Force majeure shall apply relative to both rain/snow delays (acts of nature) and/or supply delays over which CMAR has no control, and such force majeure delays shall not be subject to such reduction of the Contract Sum.

3.2.2

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

3.2.3

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

ARTICLE 4
DEFINITIONS

The terms, words, and phrases used in the Contract Documents (as that term is defined in the UGCs and herein) will have the meanings given in the UGCs, if defined therein, and as supplemented or originally defined below. In the event of any conflict between the definitions in the UGCs and the definitions in this Article 4, then the definitions in this Article 4 control and govern:

4.1 **"Budget Reconciliation Process"** – The reconciliation process starts with a determination of the major costs in the project and determine how much of the budget is available for the user's program. Then, there will be a series of three (3) review meetings at each design deliverable to balance the County's scope with the construction budget including:

a. Pre-estimation meeting where expectations are laid out.
b. Reconciliation meeting where CMAR and A/E compare and negotiate independent cost estimates.
c. Owner's meeting where CMAR and A/E present reconciled budget to Owner for Owner's decision.

4.2 **"Constructability"** means the process of integrating construction expertise into the design phase of a project, crucial for a successful and cost-effective construction project. Constructability reviews:

a. Define a clear and detailed scope of work, ensuring the contractor understands the project requirements and can deliver the County's expectations.
b. Refine the design drawings, specifications, and other documents that form the basis of the contract.
c. Are a risk management tool that helps identify and mitigate potential issues that could lead to delays, cost overruns, or safety concerns.
d. Contribute to accurate cost estimates and schedules, which directly impact the payment terms outlined in the contract.

e. Clarify expectations and reduce the likelihood of design issues and minimize disputes.

4.3 **"Construction Phase Services"** means the coordination, implementation, and execution of the Work required by the Contract Documents.

4.4 **"General Conditions"** means outline the administrative, logistical, and oversight aspects of a project, encompassing costs and responsibilities not directly tied to physical construction work.

4.5 **"Preconstruction Phase Services"** means the participation, documentation, and execution of CMAR's Preconstruction Phase deliverables as required by the Contract Documents.

4.6 **"Project Team"** means Owner, CMAR, A/E and its consultants, any separate contractors employed by Owner, and other consultants employed for the purpose of programming, design, and construction of the Project. The members of the Project Team will be designated by Owner and may be modified from time to time by Owner.

ARTICLE 5
CMAR COMPENSATION

5.1 Compensation for Preconstruction Phase Services.

5.1.1
County shall pay CMAR the lump sum amount of **Fifteen Thousand, Five Hundred ($15,500.)** for Preconstruction Phase services in accordance with the following schedule:

Design Development Phase:	**20%** of Preconstruction Services Fee
Construction Document Review:	**40%** of Preconstruction Services Fee
GMP Proposal Provided:	**30%** of Preconstruction Services Fee
Final Comments and GMP Acceptance:	**10%** of Preconstruction Services Fee

5.1.2
County shall make payments in the manner and within the time provided in the Contract Documents and in accordance with **Texas Government Code, Chapter 2252**.

5.2 Compensation for Construction Phase Services.
For CMAR's performance of the Work as described in **Section 8.3**, County shall pay CMAR the Contract Sum in current funds for CMAR's performance of this Contract. The Contract Sum is the Cost of the Work as defined in **Paragraph 6.1.1** plus CMAR's Fee.

5.2.1 CMAR's Fee:
CMAR's Fee shall be **Twelve and ninety seven Hundredths Percent (12.97%)** of that proportion of the Cost of the Work that is incurred by the CMAR and shall include the following:

.1 CMAR's fees for construction phase services other than for self-performed construction work.

.2 CMAR overhead and profit.

.3 Rental charges and repair assessments for temporary facilities and equipment, and costs of transportation, installation, minor repairs, dismantling, and removal;

.4 Office Expenses.
Courier service, postage and expressage.

.5 Temporary Utilities.
Mobilization and demobilization, electric service (including field office trailers), water service (including field office trailers), sanitary holding tank and portable toilets, gas, heat and ventilation, construction facilities and services, construction fencing, storage trailers, dewatering (not including subsurface water intrusion), weatherization, winterization, fire protection, IT, site lighting, construction roads, temporary construction parking, clean-up, dumpsters, signage, safety, audit, and record storage.

.6 Taxes, Insurance, and Fees.
Worker's compensation insurance, builder's risk insurance, insurance deductibles, public owner's protective insurance, liability and property insurance for the project, automobile insurance, performance and payment bonds, legal fees, Preconstruction Phase services fee, construction phase services fee, overhead and profit.

.7 Construction Management Labor.
Payroll tax fringes, construction management labor (except self-performed work), badging, drug testing, safety officer, QA/QC manager, senior project manager, project manager, project engineer, senior superintendent, superintendent, vehicles and fuel for supervisory personnel.

.8 General Construction Debris Removal.
Costs of removal of general construction debris from the site of the Work and its proper and legal disposal.

.9 Construction Survey Layout.
Layout crew and licensed survey layout.

.10 Project Close-out.
Close-out documents, as-built drawings, product warranties, commissioning assistance, and turnover management.

5.2.2 Method of adjustment of CMAR's Fee for changes in the Work:

.1 CMAR Fee for Change in Contract Work.
CMAR's Fee adjustment shall be equal to **Four and Eighty-Five Hundredths Percent (4.85%)** of the Cost of the Work directly attributable to any such change that is incurred or paid by CMAR during performance of the Work.

.2 CMAR Fee for Change in Contract Time.
CMAR's Fee adjustment shall be equal to **Five Thousand Seven Hundred Seventy-Two Dollars ($5,772.)** per day to cover the Cost of extended General Conditions that is incurred or paid by CMAR during performance of the Work.

.3 CMAR Fee for Change in Project Budget.
CMAR's Fee, as stated **Paragraph 5.2.1**, is in the form of a fixed fee and such fixed fee was established based on the Construction Documents and the County's initial proposed Project Budget set forth in the Request for Proposal (RFP). In the event County increases the Project Budget following execution of this Contract, CMAR's Fee adjustment shall be equal to **Four and Eighty-Five Hundredths Percent (4.85%)** of the Cost of the Work directly attributable to any such change that is incurred or paid by CMAR during performance of the Work due to such increase of the Project Budget.

5.2.3
A Subcontractor's overhead and profit for increases in the cost of its portion of the Work shall not exceed **ten percent (10%).**

5.3 Guaranteed Maximum Price.

5.3.1
CMAR guarantees that the Contract Sum shall not exceed the GMP set forth in the GMP Amendment, as it is amended from time to time. To the extent the Cost of the Work exceeds the GMP, CMAR shall bear such costs in excess of the GMP without reimbursement or additional compensation from County. The GMP is subject to adjustment for (1) scope changes, as described in **Section 5.4**, and (2) Change Orders, authorized in accordance with the requirements of the Contract Documents. The difference, as of the date of final completion, between (1) the total aggregate sum of the Cost of the Work plus CMAR's Fee and (2) the GMP upon final completion of the Work (such difference referred to as the "Savings") shall inure to the benefit of County. Except for CMAR's Fee stated above, CMAR shall not be entitled to any compensation from the Savings, unused Owner's Contingency, or otherwise.

5.3.2
The GMP is subject to additions and deductions by Change Order as provided in the Contract Documents and the Date of Substantial Completion shall be subject to adjustment as provided in the Contract Documents.

5.3.3
Although the Contract Sum is based upon the Cost of the Work plus the CMAR's Fee subject to a GMP, as may be adjusted, County agrees to make progress payments to CMAR on a percentage of completion according to a Schedule of Values provided in **Article 7**.

5.4 Changes in the Work.

5.4.1
County may, without invalidating this Contract, order changes in the Work within the general scope of this Contract consisting of additions, deletions, or other revisions. County shall issue such changes in writing. A/E may make minor changes in the Work as provided in **UGC 7.4, with prior County review and approval**. CMAR shall be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

5.4.2
Adjustments to the GMP on account of changes in the Work subsequent to the execution of the GMP Amendment may be determined by any of the methods listed in **UGC 7.3.3**.

5.4.3
In calculating adjustments to subcontracts (except those awarded with County's prior consent on the basis of cost plus a fee), the terms "cost" and "fee" as used in **UGC 7.3.3.3** and the term "costs" as used in **UGC 7.3.7** shall have the meanings assigned to them in the **UGCs** and shall not be modified by **Sections 5.2 through 5.3** and **Sections 6.1 through 6.5**. Adjustments to subcontracts awarded with County's prior consent on the basis of cost plus a fee shall be calculated in accordance with the terms of this Contract, unless County has furnished CMAR with prior written approval of the form and substance of a subcontract, in which case such adjustment shall be calculated in accordance with the terms and conditions of that subcontract.

5.4.4
In calculating adjustments to the GMP, the terms “cost” and “costs” as used in the above-referenced provisions of UGCs shall mean the Cost of the Work as defined in **Sections 6.1 through 6.5** and the term “fee” shall mean the CMAR’s Fee as defined in **Section 5.2**.

ARTICLE 6
COST OF THE WORK FOR CONSTRUCTION PHASE

6.1 Costs to be Reimbursed.

6.1.1
The term Cost of the Work shall mean costs necessarily incurred by CMAR in the proper performance of the Work. Such costs shall be at rates not higher than the standard paid at the place of the Project except with prior consent of County. The Cost of the Work shall include only the items set forth in **Sections 6.1 through 6.5**.

6.1.2
IT IS THE LEGAL DUTY OF COUNTY’S AUDITOR (THE WILLIAMSON COUNTY AUDITOR) TO EXAMINE AND EITHER APPROVE OR NOT APPROVE THE LAWFULNESS OF ALL CLAIMS, BILLS, AND ACCOUNTS AGAINST COUNTY BEFORE SUCH CLAIM, BILL, OR ACCOUNT MAY BE SUBMITTED TO COUNTY’S GOVERNING BODY (THE WILLIAMSON COUNTY COMMISSIONERS COURT) FOR APPROVAL OF PAYMENT. WHERE ANY COST IS SUBJECT TO COUNTY’S PRIOR APPROVAL, CMAR SHALL FIRST OBTAIN THIS APPROVAL FROM COUNTY’S AUDITOR PRIOR TO INCURRING THE COST. THE PARTIES SHALL ENDEAVOR TO IDENTIFY ANY SUCH COSTS PRIOR TO EXECUTING GMP AMENDMENT.

6.2 Labor and Subcontract Costs.

6.2.1
Wages of construction workers directly employed by the CMAR to perform the construction of the Work at the site

6.2.2
Amounts properly billed by Subcontractors for Work which has been approved by CMAR and County and which otherwise satisfies all requirements of the subcontracts and the Contract Documents. Except for preservation of CMAR's right to make receipt of payment from County a condition precedent to CMAR's obligation to pay subcontractors, vendors, and other contractees of CMAR, subcontractors, and other contracts otherwise shall conform to all applicable payment provisions of Texas law and this Contract and shall not be awarded on the basis of cost plus fee without County's written consent.

6.3 Costs of Materials and Equipment Incorporated in the Completed Construction.

6.3.1
Costs of transportation, onsite storage, installation, maintenance, dismantling and removal of materials, supplies, machinery, and equipment incorporated or to be incorporated in the completed construction.

6.3.2
Costs of materials, described in the preceding **Paragraph 6.3.1**, in excess of those actually installed to all for reasonable waste and spoilage. Unused excess materials, if any, shall become County's property at the completion of the Work or, at County's option, shall be sold by CMAR. Any amounts realized from such sales shall be credited to County as a deduction from the Cost of the Work.

6.4 Costs of Other Materials and Related Items.

Costs of large-scale removal of debris from the site of the Work and its proper and legal disposal for site work or demolition that exceeds general construction debris removal as stated in the General Conditions.

6.5 Miscellaneous Costs.

6.5.1
Self-insurance for amounts of the coverages required by the Contract Documents, with County's prior approval.

6.5.2
Royalties and license fees paid for the use of a particular design, process, or product required by the Contract Documents; the costs of defending suits or claims for infringement of patent rights arising from such requirement of the Contract Documents; and payments made in accordance with legal judgements against CMAR resulting from such suits or claims and payments; and payments of settlements made with County's consent. However, such costs of legal defenses, judgements, and settlements shall not be included in the calculation of CMAR's Fee or subject to the GMP. If such royalties, fees, and costs are excluded by the last sentence in **UGC 3.17** or other provisions of the Contract Documents, then they shall not be included in the Cost of the Work.

6.5.3
Deposits lost for causes other than CMAR's negligence or failure to fulfill a specific responsibility in the Contract Documents.

6.5.4
Subcontractor Default Insurance with a rate of 1.244% of the total value of subcontracts.

6.6 Other Costs and Emergencies.

6.6.1
Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by County.

6.6.2
Costs incurred in taking action to prevent threatened damage, injury, or loss in case of an emergency affecting the safety of persons and property, as provided in **UGC 10.4**.

6.6.3
Costs of repairing or correcting damaged or nonconforming Work executed by CMAR, Subcontractors or suppliers, provided that such damaged or nonconforming Work was not caused by negligence or failure to fulfill a specific responsibility of CMAR and only to the extent that the cost of repair or correction is not recovered by CMAR from insurance, sureties, Subcontractors, suppliers, or others.

6.7 Costs not to be Reimbursed.

The Cost of the Work shall not include the items listed below:

6.7.1
Salaries and other compensation of CMAR's personnel stationed at CMAR's principal office or offices other than the site office;

6.7.2
Expenses of CMAR's principal office and offices other than the site office;

6.7.3
Overhead and general expenses, except as may be expressly included in **Sections 6.1 through 6.5**;

6.7.4
CMAR's capital expenses, including interest on CMAR's capital employed for the Work;

6.7.5
Costs due to the negligence or failure of CMAR, Subcontractors and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of this Contract;

6.7.6
Any cost not specifically and expressly described in **Sections 6.1 through 6.5**;

6.7.7
Costs, other than costs included in Change Orders approved by County, that would cause the GMP to be exceeded;

6.7.8
Costs for services incurred during the Preconstruction Phase;

6.7.9
Any expenses or costs that are not allowed or incurred pursuant to the Williamson County Vendor Reimbursement Policy, which is incorporated herein by reference and of which CMAR acknowledges prior receipt of said policy; and

6.7.10
Any expenses or costs that are included as a part of the CMAR's Fee, as defined under **Paragraph 5.2.1**.

6.8 Discounts, Rebates, and Refunds

6.8.1
Cash discounts obtained on payments made by CMAR shall accrue to County if (1) before making the payment, CMAR included them in an Application for Payment and received payment from County, or (2) County has deposited funds with CMAR with which to make payments; otherwise, cash discounts shall accrue to CMAR. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to County, and CMAR shall make provisions so that they can be obtained.

6.8.2
Amounts that accrue to County in accordance with the provisions of **Paragraph 6.3.2** shall be credited to County as a deduction from the Cost of the Work.

6.9 Related Party Transactions.

6.9.1
For purposes of **this Section**, the term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with CMAR; any entity in which any stockholder in, or management employee of, CMAR owns any interest in excess of **ten percent (10%)** in the aggregate; or any person or entity which has the right to control the business or affairs of CMAR. The term "related party" includes any member of the immediate family of any person identified above.

6.9.2
If any of the costs to be reimbursed arise from a transaction between CMAR and a related party, CMAR shall notify County of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If County, after such notification, authorizes the proposed

transaction, then the cost incurred shall be included as a cost to be reimbursed, and CMAR shall procure the Work, equipment, goods or service from the related party, as a Subcontractor, according to the terms of **Subparagraphs 8.3.2.1 through 8.3.2.3**. If County fails to authorize the transaction, CMAR shall procure the Work, equipment, goods or service from some person or entity other than a related party according to the terms of **Subparagraphs 8.3.2.1 through 8.3.2.3**.

6.10 Accounting Records.

CMAR shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to County. County and County's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, CMAR's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, purchase orders, vouchers, memoranda and other data relating to this Contract. CMAR shall preserve these records for a period of **three (3) years** after final payment, or for such longer period as may be required by law.

ARTICLE 7
PAYMENTS FOR CONSTRUCTION PHASE SERVICES

7.1 Progress Payments.

7.1.1

Based upon Applications for Payment submitted to A/E by CMAR and Certificates for Payment issued by A/E, County shall make progress payments on account of the Contract Sum to CMAR as provided below and elsewhere in the Contract Documents.

7.1.2

The period covered by each Application for Payment shall be **one (1) calendar month** ending on the last day of the month.

7.1.3 Prompt Payment Policy.

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

.1 There is a bona fide dispute between County and CMAR concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or

.2 There is a bona fide dispute between CMAR and a subcontractor/ subconsultant or between a subcontractor/ subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Basic Services performed which causes the payment to be late; or

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

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

7.1.4
With each Application for Payment, CMAR shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by County or A/E to demonstrate that cash disbursements already made by CMAR on account of the Cost of the Work equal or exceed progress payments already received by CMAR, less that portion of those payments attributable to CMAR's Fee, plus payrolls for the period covered by the present Application for Payment. In addition to other required items, if requested by County, each Application for Payment shall be accompanied by the following, all in a form and substance satisfactory to County and in compliance with applicable statutes of the State of Texas:

.1 With each Application for Payment: a current Sworn Statement from CMAR setting forth all Subcontractors and all material suppliers with whom CMAR has subcontracted, the amount of each such subcontract, the amount requested for any Subcontractor or material supplier in the Application for Payment, and the amount to be paid to CMAR from such progress payment as required by **Texas Property Code, §53.085** (Bills-Paid Affidavit);

.2 With each Application for Payment: a duly executed **Conditional Waiver and Release on Progress Payment** from CMAR and Subcontractors establishing receipt of payment or satisfaction of the payment requested by CMAR in the current Application for Payment as required **by Texas Property Code, §53.284**.

.3 Commencing with the second Application for Payment submitted by CMAR, a duly executed **Unconditional Waiver and Release on Progress Payment** from CMAR and all Subcontractors, material suppliers and, where appropriate, lower tier subcontractors that have billed more than **five thousand dollars ($5,000)** on a single application of payment, establishing receipt of payment or satisfaction of payment of all amounts requested on behalf of such entities and disbursed prior to submittal by CMAR of the current Application for Payment;

.4 With the Final Application for Payment: CMAR shall submit **a Conditional Waiver and Release on Final Payment** as required by **Texas Property Code, §53.284**. Upon receipt of final payment, CMAR shall submit an **Unconditional Waiver and Release on Final Payment** as required by **Texas Property Code, §53.284**; and

.5 Such other information, documentation, and materials as County, or the title insurer may require in order to ensure that County's property is free of lien claims. Such other documents may include, without limitation, original copies of lien releases suitable for filing with the Williamson County Clerk in the county where the Project is located.

7.1.5
Each Application for Payment shall be based on the most recent schedule of values submitted by CMAR in accordance with the Contract Documents. The schedule of values shall allocate the entire GMP among the various portions of the Work, except that CMAR's Fee shall be shown as a single separate item. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as County or A/E may require. This schedule, unless objected to by County or A/E, shall be used as a basis for reviewing CMAR's Applications for Payment.

7.1.6
Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the percentage of that portion of the Work which CMAR has actually been completed.

7.1.7
Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

.1 Take that portion of the GMP properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the GMP allocated to that portion of the Work in the schedule of values. Pending final determination of cost to County of changes in the Work, amounts not in dispute shall be included as provided in **UGC 7.3.9**;

.2 Add that portion of the GMP properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by County, suitably stored off the site at a location agreed upon in writing;

.3 Add CMAR's Fee, less retainage of **five percent (5%)**. CMAR's Fee shall be computed upon the Cost of the Work at the rate stated in **Section 5.2** or, if CMAR's Fee is stated as a fixed sum in **that Section**, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;

.4 Subtract retainage of **five percent (5%)** from that portion of the Work that CMAR self-performs;

.5 Subtract the aggregate of previous payments made by County;

.6 Subtract the shortfall, if any, indicated by CMAR in the documentation required by **Paragraph 7.1.4** to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by County's auditors in such documentation; and

.7 Subtract amounts, if any, for which County or A/E has withheld or nullified a Certificate for Payment as provided in **UGC 9.5**.

7.1.8
Except with County's prior approval, payments to Subcontractors shall be subject to retention of not less than **five percent (5%)**. County and CMAR shall agree upon a mutually acceptable procedure for review and approval of payments and retention for subcontracts.

7.1.9
Except with County's prior approval, CMAR shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

7.1.10
In taking action on CMAR's Applications for Payment, A/E and County shall be entitled to rely on the accuracy and completeness of the information furnished by CMAR. Review or approval of CMAR's Applications for Payment by County or A/E shall not constitute a representation that either County or A/E has made a detailed examination, audit or arithmetic verification of the documentation submitted by CMAR; made exhaustive or continuous inspections of the Work; or whether CMAR has properly paid its Subcontractors, suppliers, laborers, equipment providers or others how provided labor or materials to the Project. Such examinations, audits and verifications, if required by County, the Contract Documents, or applicable law, will be performed by County's auditors acting in the sole interest of County.

7.2 Final Payment.

7.2.1
Final payment shall be made by County to CMAR when

.1 CMAR has fully performed this Contract except for CMAR's responsibility to correct Work as provided in **UGC 12.2.2**, and to satisfy other requirements, if any, which extend beyond final payment;

.2 CMAR has submitted a final accounting for the Cost of the Work and a final Application for Payment; and

.3 a final Certificate for Payment has been issued by A/E; and

.4 the requirements of **UGC 9.10** have been satisfied.

7.2.2
County's final payment to CMAR shall be made no later than **thirty (30) business days** after the issuance of A/E's final Certificate for Payment, or as otherwise provided in the Contract Documents or by applicable law.

7.2.3
County's auditors will review and report in writing on CMAR's final accounting within **thirty (30) business days** after delivery of the final accounting to County by CMAR. Based upon such Cost of the Work as County's auditors report to be substantiated by CMAR's final accounting, and provided the other conditions of **Paragraph 7.2.1** have been met, A/E will, within **seven (7) business days** after receipt of the written report of County's auditors, either issue to County a final Certificate for Payment with a copy to CMAR, or notify CMAR and County in writing of A/E's reasons for withholding a certificate as provided in **UGC 9.5.1**. The time periods stated in **this Section** supersede those stated in **UGC 9.4.1**. A/E is not responsible for verifying the accuracy of CMAR's final accounting.

7.2.4
If County's auditors report the Cost of the Work as substantiated by CMAR's final accounting to be less than claimed by CMAR, CMAR shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to **UGC 15.2**. A request for mediation shall be made by CMAR within **thirty (30) business days** after CMAR's receipt of a copy of A/E's final Certificate for Payment. Failure to request mediation within this **thirty (30)-business day** period shall result in the substantiated amount reported by County's auditors becoming binding on CMAR. Pending a final resolution of the disputed amount, County shall pay CMAR the amount certified in A/E's final Certificate for Payment.

ARTICLE 8
CMAR'S RESPONSIBILITIES

CMAR will perform all services specifically allocated to it by the Contract documents as well as those services reasonable inferable from the Construction Documents as necessary for completion of the Work and the Project. CMAR agrees to perform these services using its best efforts, skills, judgment, and abilities. CMAR will cooperate with A/E and endeavor to further the interests of County and the Project. CMAR will furnish Preconstruction Phase Services and Construction Phase Services and complete the Project in an expeditious and economical manner consistent with the interests of the County and in accordance with the Project Schedule. CMAR’s Preconstruction Phase responsibilities are set forth in **Sections 8.1 through 8.2**. CMAR’s Construction Phase responsibilities are set forth in **Section 8.3**. County and CMAR may agree, in consultation with A/E, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. CMAR shall designate a representative authorized to act on behalf of CMAR with respect to the Project.

8.1 Preconstruction Phase.
The intent of the Preconstruction Phase Services is to work with the County and A/E to help deliver a satisfactory project that meets the County’s objectives. The scope of the Preconstruction Phase Services shall include, but are not limited to the following:

8.1.1
Meeting Management: Schedule, coordinate and direct County, A/E, CM meetings.

8.1.2
Initial Planning and Design: Collaborating with the A/E to develop preliminary designs, site

analysis, existing condition analysis, and feasibility studies to ensure the project aligns with the County's vision and budget.

8.1.3
Cost Estimating and Budgeting: Develop accurate cost estimates based on design documents and specifications, and managing the budget throughout the Preconstruction Phase. Partner with the A/E and County to perform Budget Reconciliation Process at each deliverable phase.

8.1.4
Scheduling, Phasing, and Logistics: creating detailed project coordination; preparing a construction schedule that outlines the timeline for design procurement, construction, and other project activities, project phasing, and managing logistics to ensure smooth workflow during construction.

8.1.5
Constructability Reviews: Analyzing the design documents to identify potential construction challenges, material procurement issues, and opportunities for value engineering.

8.1.6
Communication and Coordination of Efforts. CMAR will establish procedures for communication and coordination among the Project Team, Subcontractors, separate contractors, and others with respect to all aspects of the construction of the Project, and implement such procedures.

8.1.7
CMAR shall provide a preliminary evaluation of County's program, design criteria, schedule, and construction budget requirements, each in terms of the other.

8.1.8 Consultation.
CMAR shall schedule and conduct meetings with A/E and County to discuss such matters as procedures, progress, coordination, and scheduling of the Work. Frequent meetings are anticipated prior to County's acceptance of the GMP and during the completion of the Contract Documents. CMAR shall advise A/E and County on proposed site use and improvements, selection of materials, and building systems and equipment. CMAR shall also provide recommendations in writing consistent with the Project requirements to A/E and County on constructability; availability of materials and labor; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

8.1.9 Preliminary Project Schedule.

.1 When Project requirements described in **Paragraph 9.1.1** have been sufficiently identified, CMAR shall prepare, and periodically update, a preliminary Project schedule for review and approval by A/E and County. CMAR shall coordinate and integrate the preliminary Project schedule with the services and activities of County, A/E, and CMAR. As the design proceeds, the preliminary Project schedule shall be updated by CMAR to indicate proposed activity sequences and durations,

milestone dates for receipt and approval of pertinent information, submittal of a GMP proposal, preparation and processing of shop drawings and samples, delivery of materials or equipment requiring long-lead-time procurement, County's occupancy requirements, showing portions of the Project having occupancy priority, and the proposed date of Substantial Completion. If preliminary Project schedule updates indicate that previously approved schedules may not be met, CMAR shall make recommendations to A/E and County in writing.

.2 CMAR shall, at County's request, attend public meetings and hearings concerning the development and schedule of the Project.

.3 When Project requirements described in **Paragraph 9.1.4** have been sufficiently identified, CMAR shall prepare, and periodically update, a Project schedule for A/E's review and County's acceptance. CMAR shall obtain A/E's approval for the portion of the Project schedule relating to the performance of A/E's services. The Project schedule shall coordinate and integrate CMAR's services, A/E's services, other County consultants' services, and County's responsibilities and identify items that could affect the Project's timely completion. The updated Project schedule shall include the following: submission of the GMP proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered well in advance of construction; and the occupancy requirements of County.

8.1.10 Phased Construction.
CMAR shall provide recommendations in writing with regard to accelerated or fast-track scheduling, procurement, or phased construction. CMAR shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities and procurement and construction scheduling issues.

8.1.11 Preliminary Cost Estimates.

.1 Based on the preliminary design and other design criteria prepared by A/E, CMAR shall prepare preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual estimating techniques for A/E's review and County's approval. If A/E or CMAR suggest alternative materials and systems, CMAR shall provide cost evaluations of those alternative materials and systems in writing.

.2 As the Drawings, Specifications, and other Contract Documents are developed, CMAR shall prepare and update, at appropriate intervals agreed to by County, CMAR and A/E, estimates of the Cost of the Work of increasing detail and refinement and allowing for the further development of the design until such time as County and CMAR agree on a GMP for the Work. Such estimates shall be provided for A/E's review and County's approval. CMAR shall inform A/E and County when estimates of the Cost of the Work exceed the latest approved Project budget and make recommendations for corrective action in writing.

8.1.12 Subcontractors and Suppliers.
CMAR shall develop bidders' interest in the Project. The CMAR shall provide a list of subcontractors to the County for review and acceptance within fourteen (14) days of

receipt by the CMAR. The County reserves the right to reject the CMAR's subcontractor selection and require that another subcontractor be utilized.

8.1.13
CMAR shall prepare, for A/E's review and County's acceptance, a procurement schedule for items that must be ordered well in advance of construction. CMAR shall expedite and coordinate the ordering and delivery of materials that must be ordered well in advance of construction as required to meet the Project schedule. If County agrees to procure any items prior to the establishment of the GMP, County shall procure the items on terms and conditions acceptable to CMAR. Upon the establishment of the GMP, County shall assign all contracts for these items, if any, to CMAR and CMAR shall thereafter accept responsibility for them.

8.1.14 Extent of Responsibility.
CMAR shall exercise reasonable care in preparing schedules and estimates. CMAR, however, does not warrant or guarantee estimates and schedules except as may be included as part of the GMP. CMAR is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but CMAR shall promptly report to A/E and County any questions or suspected nonconformity discovered by CMAR as a request for information in such form as County or A/E may require.

8.1.15 Notices and Compliance with Laws.
CMAR shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities for inclusion in the Contract Documents.

8.1.16 Preconstruction Phase Compensation.
CMAR shall be paid for Preconstruction Phase Services, as described in **Article 4,** prior to moving to GMP.

8.2 Guaranteed Maximum Price Proposal and Contract Time.

8.2.1
At a time to be mutually agreed upon by County and CMAR and in consultation with A/E, CMAR shall prepare a GMP proposal for County's review and acceptance. The GMP in the proposal shall be the sum of CMAR's estimate of the Cost of the Work, CMAR's Fee, and Owner's Contingency.

8.2.2
To the extent that the Drawings and Specifications are anticipated to require further development by A/E, CMAR shall provide in the GMP for such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

8.2.3
CMAR shall include with the GMP proposal a written statement of its basis, which shall include the following:

.1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of this Contract;

.2 A list of the clarifications and assumptions made by CMAR in the preparation of the GMP proposal, including assumptions under **Paragraph 8.2.2**, to supplement the information provided by County and contained in the Drawings and Specifications;

.3 A statement of the proposed GMP, including a statement of the estimated Cost of the Work organized by trade categories or systems, allowances, and CMAR's Fee;

.4 The anticipated date of Substantial Completion upon which the proposed GMP is based.

8.2.4
In preparing the GMP proposal, CMAR shall set out an Owner’s Contingency, provided by the Owner, for reference
purposes only.

8.2.5
CMAR shall meet with A/E and County to review the GMP proposal. In the event that A/E and County discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify CMAR, who shall make appropriate adjustments to the GMP proposal, its basis, or both.

8.2.6
If County notifies CMAR that County has accepted the GMP proposal in writing before the date specified in the GMP proposal, the GMP proposal shall be deemed effective without further acceptance from CMAR. Following acceptance of a GMP, County and CMAR shall execute the GMP Proposal amending this Contract. The GMP Proposal shall set forth the agreed upon GMP with the information and assumptions upon which it is based.

8.2.7
CMAR shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the commencement of the Construction Phase unless County provides prior written authorization for such costs.

8.2.8
County shall authorize A/E to provide the revisions to the Drawings and Specifications to incorporate the agreed-upon assumptions and clarifications contained in the GMP Proposal. County shall cause A/E to promptly furnish those revised Drawings and Specifications to CMAR as they are revised. CMAR shall notify A/E and County of any inconsistencies between the GMP Proposal and the revised Drawings and Specifications.

8.3 Construction Phase.

8.3.1 General.

.1 For purposes of **UGC 8.1**, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

.2 Following County's acceptance of CMAR's GMP proposal, the Construction Phase shall commence upon County's issuance of a Notice to Proceed for the Construction Phase.

.3 CMAR shall fully execute the Work described in the Contract Documents and reasonably inferable to provide the results intended by the Contract Documents except to the extent specifically indicated in the Contract Documents to be the responsibility of others. CMAR shall render, diligently and competently in accordance with the highest standards used in the profession, all of CMAR's services which shall be necessary or advisable for the expeditious, economical, and satisfactory completion of the Project.

.4 CMAR shall furnish only skilled and properly trained staff for the performance of the Work. Key members of CMAR's staff shall not be changed without the written consent of County, unless such person becomes unable to perform any required duties due to death, disability, or termination of employment with CMAR. During the performance of the Work, CMAR shall keep a competent superintendent at the Project site while active construction is underway, fully authorized to act on behalf of CMAR, unless such requirement is expressly waived by County. Similarly, CMAR shall keep a competent Project Manager on-call and readily available to while active construction is underway, fully authorized to act on behalf of CMAR, unless such requirement is expressly waived by County.

8.3.2. Administration.

.1 Those portions of the Work that CMAR does not customarily perform with CMAR's own personnel shall be performed under subcontracts or by other appropriate contracts with CMAR in accordance with the Contract Documents including, without limitation, the requirements of **Texas Government Code, §2269.255-256**. County may designate specific persons from whom, or entities from which, CMAR shall obtain bids. CMAR shall obtain bids from Subcontractors and from suppliers of materials or equipment fabricated especially for the Work and shall deliver such bids to County as required by the Contract Documents.

.2 If the GMP has been established and when a specific bidder (1) is recommended to County by CMAR, (2) is qualified to perform that portion of the Work, and (3) has submitted a bid that conforms to established criteria and the requirements of the Contract Documents without reservations or exceptions, but County requires that another bid be accepted, then CMAR may request a Change Order in accordance with **UGC 5.2.**

.3 Subcontracts or other contracts shall conform to the applicable payment provisions of this Contract, the UGCs, the laws of the State of Texas including, without limitation, the Texas Local Government Code, and shall not be awarded on the basis of cost plus a fee without the prior consent of County.

.4 If CMAR recommends a specific bidder that may be considered a "related party" according to **Section 6.9**, then CMAR shall promptly notify County in writing of such relationship and notify County of the specific nature of the contemplated transaction, according to **Paragraph 6.9.2**.

.5 CMAR shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. CMAR shall prepare and promptly distribute minutes to A/E and County.

.6 Upon the execution of the GMP Proposal, CMAR shall prepare and submit to A/E and County a construction schedule for the Work and submittal schedule in accordance with the Contract Documents.

.7 CMAR shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by County, CMAR shall submit written progress reports to A/E and County, showing percentages of completion and other information requested or required by County. CMAR shall also keep, and make available to A/E and County, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by County.

.8 CMAR shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. CMAR shall identify variances between actual and estimated costs and report the variances to A/E and County and shall provide this information in its monthly reports to A/E and County, in accordance with **Subparagraph 8.3.2.7**.

8.4 Insurance and Bonds.
For all phases of the Project, CMAR and County shall purchase and maintain insurance, and bonds as set forth below, in the Contract Documents, or as required by law.

8.5
Upon execution of this Contract, CMAR shall provide a security bond in the amount of **five percent (5%)** of County's budget for this project, as specified in the Request for Qualifications/Request for Proposals. The surety for a security bond shall meet the same requirements as set forth for payment and performance bonds.

8.6
Upon acceptance by County of the GMP Proposal, CMAR shall provide performance and payment bonds on forms acceptable to County. The penal sum of the payment and performance bonds shall be equal to the GMP. If construction is phased or staged with different GMPs

established at different times, the penal sum of the bonds shall be increased at the start of each stage or phase based on the cumulative total value of all GMPs in effect.

8.7
Prior to final payment, CMAR shall provide County with a Warranty Bond in the sum of **ten percent (10%)** of the GMP for Construction Manager At-Risk Contracts for **twelve (12) months** from Substantial Completion of the Work. The form of bond shall be approved by County.

8.8
CMAR shall not commence Work under this Contract until it has obtained all required insurance and until evidence of the required insurance has been reviewed and approved by County. County's review of the insurance shall not relieve nor decrease the liability of CMAR. Prior to commencing any Work under this Contract, CMAR shall provide evidence of the following insurance coverages:

8.8.1 Preconstruction Phase.
Employer's Liability, Workers' Compensation, Comprehensive General Liability and Comprehensive Automobile Liability in the amounts as set forth in the Request for Qualifications/Request for Proposal, attached as an Exhibit, in the UGCs, or as otherwise specified or required by the County;

8.8.2 Construction Phase.
In addition to the coverages required during the Preconstruction Phase, Builder's Risk in the amounts as set forth in the Request for Qualifications/Request for Proposal, attached as an Exhibit, in the UGCs, or as otherwise specified or required by the County;

8.8.3
Prior to commencing any construction work, CMAR shall provide evidence of Builder's Risk coverage as set forth in the Request for Qualifications/Request for Proposal, attached as an Exhibit, in the UGCs, or as otherwise specified or required by the County, which coverage shall remain in full force and effect throughout the term of the Project and shall be increased as necessary for each separate bid package, phase, change order, or Stage of construction prior to the commencement of construction for that package, phase, or Stage; and

8.8.5
CMAR shall include required insurance information in trade packages and indicate on bid/proposal forms the insurance that bidders/proposers are to include in their base bids/proposals.

8.9
CMAR shall not cause or allow any of its required insurance to be canceled, nor permit any insurance to lapse during the term of this Contract or as required in this Contract. If CMAR fails to obtain, maintain, or renew any insurance required by this Contract, County may obtain insurance coverage directly and recover the cost of that insurance from CMAR.

8.10
County reserves the right to review the insurance requirements set forth in **this Article** during the effective period of this Contract and to make reasonable adjustments to the insurance coverages

and their limits when deemed necessary and prudent by County based upon changes in statutory law, court decisions, or the claims history of the industry as well as CMAR.

8.11
County shall be entitled, upon request, and without expense, to receive complete copies of the policies with all endorsements and may make any reasonable requests for deletion, or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon the Parties or the underwriter of any of such polices. Damages caused by CMAR failing to purchase and maintain the insurance required by this Contract shall be paid by CMAR.

8.12
The cost of premiums for any additional insurance coverage desired by CMAR in excess of that required by this Contract or the Contract Documents shall be borne solely by CMAR out of its fees and not included in the GMP Proposal as a Direct Construction Cost.

ARTICLE 9
COUNTY'S RESPONSIBILITIES

9.1 Information and Services Required of County.

9.1.1
County shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth County's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems sustainability and site requirements.

9.1.2
County shall establish and periodically update County's budget for the Project, including (1) the budget for the Cost of the Work, (2) County's other costs, and (3) reasonable contingencies related to all of these costs. If County significantly increases or decreases County's budget for the Cost of the Work, County shall notify CMAR and A/E.

9.1.3
County will secure the services of surveyors, soils engineers, existing facility surveys, testing and balancing, environmental surveys. or other special consultants to develop such additional information as may be necessary for the design or construction of the Project. County shall arrange and pay for materials, structural, mechanical, chemical, and other laboratory tests as required by the Contract Documents.

9.1.4
During the Construction Phase, County shall furnish information or services required of County by the Contract Documents with reasonable promptness. County shall also furnish any other information or services under County's control and relevant to CMAR's performance of the Work with reasonable promptness after receiving CMAR's written request for such information or services.

9.2 Legal Requirements.
County shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet County's needs and interests.

9.3 County's Designated Representative.
County shall identify a representative authorized to act on behalf of County with respect to the Project. County's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of CMAR. The term "Owner" means County or County's Designated Representative.

9.4 Architect/ Engineer.
County shall retain an A/E to provide services, duties and responsibilities as described in the Professional Services Agreement between A/E and County.

ARTICLE 10
PROJECT REPRESENTATIVES

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

Williamson County Facilities Management
Attn: Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78626

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

CMAR's Designated Representative for purposes of this Contract is as follows:

Bartlett Cocke General Contractors, LLC
Sean Stevens, Vice President of Operations
3330 Caseybridge Court
Austin, TX 78744

CMAR shall have the right, from time to time, to change CMAR's Designated Representative by

giving County written notice thereof. With respect to any action, decision, or determination which is to be taken or made by CMAR under this Contract, CMAR's Designated Representative may take such action or make such decision or determination, or shall notify County in writing of an individual responsible for and capable of taking such action, decision, or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions, or determinations by CMAR's Designated Representative on behalf of CMAR shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by CMAR's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision, or determination hereunder by CMAR's Designated Representative shall be binding on CMAR. CMAR's Designated Representative shall have the right to modify, amend, and execute Contract Amendments on behalf of CMAR.

CMAR's designated project execution and leadership team is as follows:

Project Manager: **Thomas Lewis**
Project Superintendent: **Rustin Heger**

The Project Manager and Superintendent shall be assigned full-time to delivery of the Project upon commencement of the Construction phase. County shall have the right to terminate the Contract, with no penalty to County, if the individuals named above are removed from their assignments or are assigned to simultaneous non-related projects without prior written acceptance by County.

ARTICLE 11
NOTICE

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

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

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

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

CMAR: Bartlett Cocke General Contractors, LLC
3330 Caseybridge Court
Austin, TX 78744

Attention: Sean Stevens
Vice President of Operations

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

ARTICLE 12
DISPUTE RESOLUTION, SUSPENSION OR TERMINATION

12.1 Dispute Resolution.
Any Claim or Dispute between County and GC shall be resolved in accordance with the provisions set forth in **UGC 15**.

12.2 Suspension.
The Work may be suspended by County as provided in **UGC 14.3**. In such case, the GMP and Contract Time shall be increased as provided in **UGC 14.3.2**, except that the term "profit" shall be understood to mean CMAR's Fee as described in **Section 5.2**.

12.3 Termination Prior to Establishing Guaranteed Maximum Price.

12.3.1
Prior to the execution of the GMP Proposal, County may terminate this Contract upon not less than **seven (7) calendar days** written notice to CMAR for County's convenience and without cause, and CMAR may terminate this Contract, upon not less than **seven (7) calendar days** written notice to County, for the reasons set forth in the UGCs.

12.3.2
In the event of termination of this Contract pursuant to **Paragraph 12.3.1**, CMAR shall be equitably compensated for Preconstruction Phase services based on the services actually performed in relation to the payment schedule set forth in **Paragraph 7.2.1**. In no event shall CMAR's compensation under **this Article** exceed the compensation set forth in **Section 7.2.**

12.3.3
If County terminates this Contract pursuant to **Paragraph 12.3.1** after the commencement of the Construction Phase but prior to the execution of the GMP Proposal, County shall pay to CMAR an amount calculated as follows, which amount shall be in addition to any compensation paid to CMAR under **Paragraph 12.3.2**:

.1 Take the Cost of the Work incurred by CMAR to the date of termination;

.2 Add CMAR's Fee computed upon the Cost of the Work to the date of termination at the rate stated in **Section 5.2** or, if CMAR's Fee is stated as a fixed sum in **that Section**, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and

.3 Subtract the aggregate of previous payments made by County for Construction Phase Services.

12.3.4
County shall pay CMAR fair compensation, either by purchase or rental at the election of County, for any equipment owned by CMAR which County elects to retain and which is not otherwise included in the Cost of the Work under **Subparagraph 12.3.3.1**. To the extent that County elects to take legal assignment of subcontracts and purchase orders (including rental agreements), CMAR shall, as a condition of receiving the payments referred to in **this Section**, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of CMAR, as County may require for the purpose of fully vesting in County the rights and benefits of CMAR under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by CMAR will contain provisions allowing for assignment to County as described above.

12.3.5
If County accepts assignment of subcontracts, purchase orders or rental agreements as described above, County will reimburse or indemnify CMAR for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if this Contract had not been terminated. If County chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this Contract not been terminated, CMAR will terminate the subcontract, purchase order or rental agreement and County will pay CMAR the costs necessarily incurred by CMAR because of such termination.

12.4 Termination Subsequent to Establishing Guaranteed Maximum Price.
Following execution of the GMP Amendment and subject to the provisions of **this Section**, this Contract may be terminated as provided in the UGCs.

12.4.1
If County terminates this Contract after execution of the Guaranteed Price Amendment, the amount payable to CMAR pursuant to **UGCs 14.2 and 14.4** shall not exceed the amount CMAR would otherwise have received pursuant to **Paragraphs 12.3.2 through 12.3.3**.

12.4.2
If CMAR terminates this Contract after execution of the GMP Amendment, the amount payable to CMAR under **UGC 14.1.3** shall not exceed the amount CMAR would otherwise have received under **Paragraphs 12.3.2 through 12.3.3**, except that CMAR's Fee shall be calculated as if the Work had been fully completed by CMAR, utilizing as necessary a reasonable estimate of the Cost of the Work for Work not actually completed.

ARTICLE 13
MISCELLANEOUS PROVISIONS

13.1 Meaning of Terms.
Terms in this Contract shall have the same meaning as those in the UGCs.

13.2 No Waiver of Immunity.
Nothing herein shall be construed as a waiver of sovereign immunity by Williamson County.

13.3 Governing Law.
This Contract and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without reference to its conflicts of law provisions. Williamson County shall be the sole place of venue for any legal action arising from or related to this Contract or the Project in which County is a party.

13.4 Assignment.
County and CMAR, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Contract. CMAR shall not assign this Contract without the written consent of County. If CMAR attempts to make an assignment without County's consent, CMAR shall nevertheless remain legally responsible for all obligations under this Contract.

13.5 Other Provisions.

13.5.1
CMAR represents and warrants the following to County (in addition to any other representations and warranties contained in the Contract Documents), as an inducement to County to execute this Contract, which representations and warranties shall survive the execution and delivery of this Contract, any termination of this Contract, and the final completion of the Work:

.1 that it and its Subcontractors are financially solvent, able to pay all debts as they mature, and possessed of sufficient working capital to complete the Work and perform all obligations hereunder;

.2 that it is able to furnish the tools, materials, supplies, equipment, and labor required to complete the Work and perform its obligations hereunder;

.3 that it is authorized to do business in the State of Texas and properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over it and over the Work and the project;

.4 that its execution of this Contract and its performance thereof is within its duly authorized powers;

.5 that its duly authorized representative has visited the site of the Project, familiarized himself with the local and special conditions under which the Work is to be performed, and correlated its observations with the requirements of the Contract Documents; and

.6 that it possesses a high level of experience and expertise in the business administration, construction, construction management, and superintendence of projects of the size, complexity, and nature of this particular Project, and it will perform the Work with the care, skill, and diligence of such a contractor.

ARTICLE 14
SCOPE OF CONTRACT AND CONTRACT DOCUMENTS

14.1
This Contract represents the entire and integrated agreement between County and CMAR and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended only by written instrument signed by both County and CMAR.

14.2
The following documents comprise the Contract Documents:

1. This Contract between County and CMAR;
2. Drawings, Plans, and Specifications;
3. Addenda issued prior to the Effective Date of this Contract;
4. Guaranteed Maximum Price Proposal, if executed by County; and
5. All Change Orders and any other Modifications issued after the Effective Date of this Contract.

14.3
In the event of a dispute or conflict relating to the terms and conditions of the Contract Documents, applicable documents will be referred to for the purpose of clarification, conflict resolution or for additional detail in the following order of precedence:

1. Contract between County and CMAR;
2. Drawings, Plans and Specifications;
3. Addenda issued prior to the Effective Date of this Contract;
4. Guaranteed Maximum Price Proposal, if executed by County; and
5. All Change Orders and any other Modifications issued after the Effective Date of this Contract.

ARTICLE 15
SIGNATORY WARRANTY

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

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

CMAR:
Bartlett Cocke General Contractors, LLC

By: _____
Signature

Sean Stevens
Printed Name

Vice President of Operations
Title

Date Signed: August 6, 2025

COUNTY:
Williamson County, Texas

By: _____
Signature

_____
Printed Name

_____
Title

Date Signed: _____

EXHIBIT A

DRAWINGS, PLANS AND SPECIFICATIONS

Location of Work: Williamson County Regional Animal Shelter, 1855 SE Inner Loop, Georgetown, TX 78626

Scope of Work: The Construction Manager at Risk (CMAR) will construct a two-story addition to the Williamson County Regional Animal Shelter's existing adoption facilities, which will consist of approximately 20,850 sq. ft. of enclosed space and approximately 7,200 sq. ft. of covered outdoor dog runs. The CMAR will perform pre-construction, construction planning, programming, construction scheduling, construction administration, fulltime onsite supervision, and project close out for this Project, including one-year warranty administration. The Project includes all utilities, drainage, roadways, parking, landscaping and walkways to structures, and landscaping associated with structures. Additionally, CMAR responsibilities include, but are not limited to, the Guaranteed Maximum Price Proposal, coordination of building trades on site, quality assurance and overall construction sequencing, the acceptance of all structures by the County and all other responsibilities set out in the Contract.

The CMAR shall comply with all applicable laws, statues, ordinances, codes, rules and regulations, and lawful orders of public authorities application to performance of the Work and ensure adherence to the Texas Administrative Code (TAC); Chapter 169, §169.26. CMAR will take special consideration for the existing and ongoing operations of the Williamson County Regional Animal Shelter, including animal-friendly construction practices, implementing measures to minimize disturbance to animals and their habitats, controlling entrances and exits to prevent animal access to hazardous areas, Securing construction waste and covering trenches or pits to prevent animal entrapment of injury, and capping pipes to prevent animals from entering and becoming trapped.

Attach documents below:

EXISTING SMALL PLAY YARD
EXISTING SMALL PLAY YARD
EXISTING SMALL PLAY YARD
EXISTING LARGE PLAY YARD
FUTURE PARKING
8
NEW PARKING
6
RELOCATED GATE
EXISTING DOG BUILDING
EXISTING STAFF PARKING (28)
EXISTING STORAGE
(E) F. H.
EXISTING GATE
1,280 SF
(E) F. H.
DONATED PLAY YARD
DONATED PLAY YARD
DONATED PLAY YARD
960 SF
96' - 0"
FIRE LANE
24' - 0"
NEW PARKING
6
6
6
20
20
20
18
1,480 SF
NEW PARKING (5)
1,630 SF
1,400 SF
EXISTING 2-STORY ADOPTION CENTER
EXISTING INTAKE/DOG BUILDING 6,225 SF
EXISTING INTAKE/CAT/ CLINIC BUILDING 6,950 SF
NEW PARKING (24)
8
FUTURE PARKING
52
100'
HOSE LAY (200 FT)
DONATED PLAY YARD
HOSE LAY (195 FT)
100'
195'
1,560 SF
70' - 0"
36' - 0"
EXISTING VISITOR PARKING (38)
1ST 7,785 SF
2ND 9,185 SF
16,970 SF
1ST FLOOR: DOGS INDOOR/OUTDOOR
ENCLOSED 10,800 SF
COVERED 7,200 SF
2ND FLOOR ADMIN 10,050 SF
2ND FLOOR
FUTURE
9,540 SF
(77+ 58 = 136 LARGE) +(24 SMALL) = 149
(R) F. H.
20
PLAY YARD
PLAY YARD
PLAY YARD
PLAY YARD
PLAY YARD
PLAY YARD
HOSE LAY (200 FT)
HOSE LAY (180 FT)
180'
1,400 SF
70' - 0"
(E) F. H.

PAVEMENT	15,900 SF
TURF	4,000 SF
BUILDING EXPANSION	
1ST FL ENCLOSED =	10,800 SF
2ND FL ADMIN =	10,050 SF
TOTAL EXPANSION	20,850 SF
COVERED OUTDOOR KENNELS	7,200 SF

PARKING TABLE:

EXISTING MAIN "T" BUILDING	
6,950 SF @ 300 SF/STALL =	24
EXISTING KENNEL "H" BUILDING	
6,225 SF @ 300 SF/STALL =	21
EXISTING ADOPTION BUILDING	
12,070 SF @ 300 SF / STALL =	40
REQUIRED TOTAL EXISTING =	85
EXISTING REMAININNG	
95 - 29 =	**66**
PROPOSED ADOPTION EXPANSION	
10,000 SF @ 300 SF / STALL =	34
REQUIRED TOTAL =	109
PROVIDED TOTAL	
EXISTING 66 + 45 NEW =	**111**

NOTE:
ADOPTION BUILDING AREAS
EXCLUDE KENNEL SPACES
FOR PARKING CALCULATIONS

quorum
ARCHITECTURE · INTERIOR DESIGN
825 W Vickery Blvd, Suite 100
Fort Worth, TX 76104
(817) 738-8095
www.qarch.com

AS-101.3

PHASE 1 SITE PLAN OPT. 3

QAI NO. QAI #23088

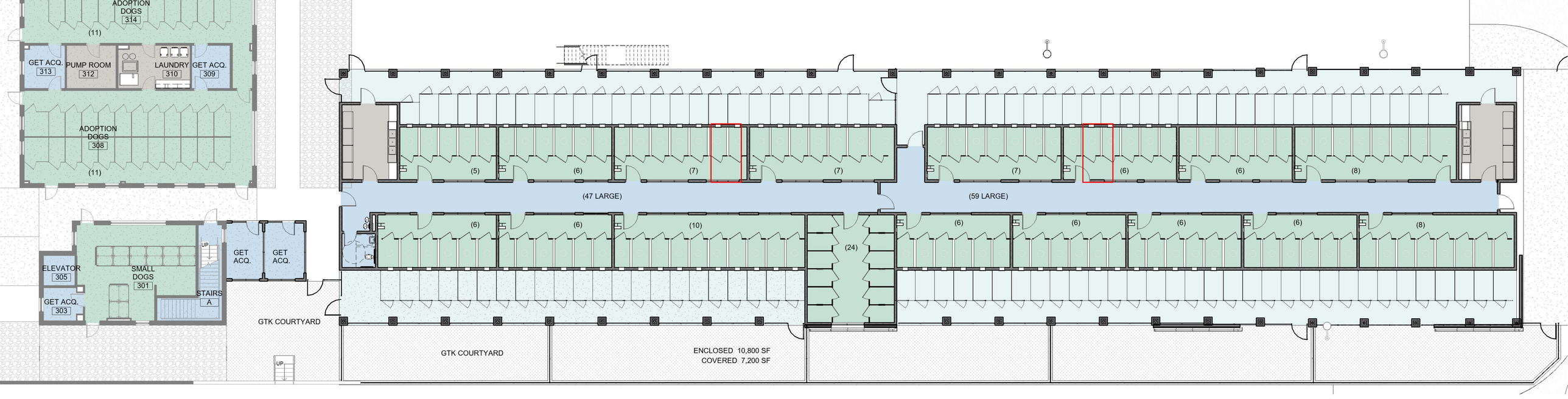
OCTOBER 12, 2023

REGIONAL ANIMAL SHELTER

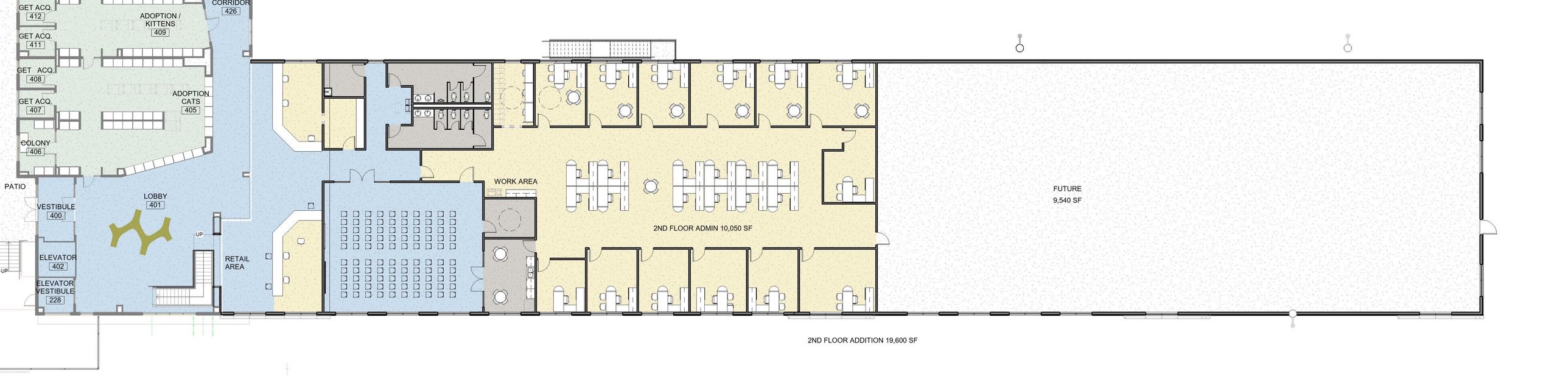
1855 SE INNER LOOP, GEORGETOWN, TX 78626

THIS DOCUMENT ISSUED OCTOBER 12, 2023
IS FOR PRELIMINARY REVIEW ONLY UNDER THE AUTHORITY OF
DAVID DUMAN, AIA, TEXAS REGISTRATION #14305.
IT IS NOT TO BE USED FOR CONSTRUCTION OR FABRICATION PURPOSES

Williamson County
Regional Animal Shelter



(77+ 59 = 136 LARGE) +(24 SMALL) = 150


GET ACQ.
412
GET ACQ.
411
GET ACQ.
408
GET ACQ.
407
COLONY
406
ADOPTION /
KITTENS
409
ADOPTION
CATS
405
CORRIDOR
426
PATIO
VESTIBULE
400
LOBBY
401
UP
ELEVATOR
402
ELEVATOR
VESTIBULE
228
RETAIL
AREA
WORK AREA
2ND FLOOR ADMIN 10,050 SF
FUTURE
9,540 SF
2ND FLOOR ADDITION 19,600 SF

Animal Capacity Projections

	(Single Occ per cage/kennel)				(Double Occ per cage/kennel - Large Dogs only			
Existing Capacity	**Large Dogs**	**Small Dogs**	**Cats**	**Notes:**	**Large Dogs**	**Small Dogs**	**Cats**	**Notes:**
Williamson Co RAS								
Adoptable	45	32	164		90	32	164	
Stray	22	14	42		44	14	42	
Quarantine	13		6		26		6	
Isolation	6	4	6		12	4	6	
Iso - Ringworm			36				36	
Iso - Parvo								
Iso - Kittens			37				37	
Total	**86**	**50**	**291**		**172**	**50**	**291**	
% of Large/Small Dog	63%	37%			77%	23%		
Not Included in Capacity #								
Intake		40	18			40	18	
Recovery holding		14				14		
Total (Not included in Capacity #)		54	18			54	18	
Existing Capacity								
Georgetown AS	37	5	0		37	5	0	
Total	37	5	0		37	5	0	
% of Large/Small Dog	88%	12%			88%	12%		
Masterplan - Phasing								
Adoptable	36	60			72	60		
Adoptable - Cat Kennels (3 ea)			30	Cat kennels (10) w/ 3 cats each			30	Cat kennels (10) w/ 3 cats ea
Stray			98	2 high - mobile cat cages.			98	2 high - mobile cat cages.
Total of New Addition / Masterplan	106	24	128		72	60	128	
Total of Existing	86	50	291		172	50	291	
Overall Total	**192**	**74**	**419**		**244**	**110**	**419**	
	72%	28%			69%	31%		
	Overall Dogs	266	419	Overall Cats	Overall Dogs	354	419	Overall Cats

2035 Animal Capacity Projection	Dogs	240	282	Cats					
2045 Animal Capacity Projection	Dogs	298	338	Cats					

EXHIBIT B

MINIMUM INSURANCE COVERAGES AND MINIMUM COVERAGE AMOUNTS

Minimum Insurance Requirements

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

B. All policies of insurance provided by the Contractor must comply with the requirements set forth herein, the Contract/Agreement and the laws of the State of Texas.

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

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

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

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

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

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

5. Builder's Risk Insurance (all-risks)

An all-risk policy, in the amount equal at all times to 100% of the Contract Price or Contract Sum. The policy shall include coverage for loss or damage

caused by certified acts of terrorism as defined in the Terrorism Risk Insurance Act. The policy shall be issued in the name of the Contractor and shall name its Subcontractors as additional insureds. The Owner shall be named as a loss payee on the policy. The builders risk policy shall have endorsements as follow:

a. This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises. If off-site storage is permitted, coverage shall include transit and storage in an amount sufficient to protect property being transported or stored.

b. For renovation projects and or portions of work contained within an existing structure, the Owner waives subrogation for damage by fire to existing building structure(s), if the Builder's Risk Policy has been endorsed to include coverage for existing building structure(s) in the amount described in the Special Conditions. However, Contractor shall not be required to obtain such an endorsement unless specifically required by the Special Conditions in the Contract Documents. The aforementioned waiver of subrogation shall not be effective unless such endorsement is obtained.

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

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

D. Workers' Compensation Insurance Coverage:

1. Definitions:

(a) Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the Project.
(b) Duration of the Project - includes the time from the beginning of the work on the Project until the Contractor's/person's work on the Project has been completed and accepted by the Owner.

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

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

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

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

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

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

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

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

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

   (e) retain all required certificate of coverage on file for the duration of the Project and for one year thereafter;

(f) notify the Owner in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project; and

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

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

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

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

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

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

H. The furnishing of the above listed insurance coverage, as may be modified by the Contract Documents, must be tendered prior to execution of the Agreement/Contract,

and in no event later than ten (10) days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.

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

J. Owner shall be entitled, upon request, and without expense, to receive complete copies of the policies with all endorsements and may make any reasonable requests for deletion, or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon the Parties or the underwriter of any of such polices. Damages caused by the Contractor and not covered by insurance shall be paid by the Contractor.

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

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

EXHIBIT C

Williamson County
Vendor Reimbursement Policy

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

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

1. Invoices and Affidavits

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

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

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

2. Travel Reimbursement

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

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

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

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

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

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

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

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

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

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

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

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

3. Meals

3.1 Meal reimbursements are limited to a maximum of $59.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of $25.00 per day. The travel must be outside the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626 by a 45-mile radius.

3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.

3.3 Meals are reimbursable only to vendors who do not have necessary personnel located within a 45-mile radius of the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626, who are capable of carrying the vendor's obligations to the County. Meals will not be reimbursed to vendors who are located within a 45-mile radius of the Williamson County Courthouse.

3.4 County will not reimburse for alcoholic beverages.

3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance

3.6 No meals purchased for entertainment purposes will be allowed.

3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. Lodging

4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt should include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.

4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.

4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

5. Airfare

5.1 The County will only reimburse up to a coach price fare for air travel.

5.2 The County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e. seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)

5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.

5.4 Cancellation and/or change flight fees may be reimbursed by the County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.

5.5 The County will not reimburse vendor for tickets purchased with frequent flyer miles.

6. Car Rental

6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.

6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.

6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.

6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.

6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.

6.6 Insurance purchased when renting vehicle may also be reimbursed.

6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

7. Personal Car Usage

7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.

7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:

7.2.1.1 Date

7.2.1.2 Destination

7.2.1.3 Purpose

7.2.1.4 Name of traveler(s)
7.2.1.5 Correspondence that verifies business purpose of the expense

7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.

7.4 Mileage will be reimbursed on the basis of the most commonly used route.

7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.

7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.

7.7 Mileage should be calculated from employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626 by at least a 45-mile radius.

7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.

7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).

7.10 Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.

7.11 Operating and maintenance expenses as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

8. Other Expenses

8.1 Taxi fare, bus tickets, conference registrations, parking, etc. must have a proper original receipt.

9. Repayment of Non-reimbursable Expense.

Vendors must, upon demand, immediately repay County for all inappropriately reimbursed expenses whenever an audit or subsequent review of any expense reimbursement documentation finds that such expense was reimbursed contrary to these guidelines and this Policy. Williamson County reserves the right to retain any amounts that are due or that become due to a vendor in order to collect any inappropriately reimbursed expenses that a vendor was paid.

10. Non-Reimbursable Expenses

In addition to the non-reimbursable items set forth above in this Policy, the following is a non-exhaustive list of expenses that will not be reimbursed by Williamson County:

10.1 Alcoholic beverages/tobacco products
10.2 Personal phone calls
10.3 Laundry service
10.4 Valet service (excludes hotel valet)
10.5 Movie rentals
10.6 Damage to personal items
10.7 Flowers/plants

10.8 Greeting cards
10.9 Fines and/or penalties
10.10 Entertainment, personal clothing, personal sundries and services
10.11 Transportation/mileage to places of entertainment or similar personal activities
10.12 Upgrades to airfare, hotel and/or car rental
10.13 Airport parking above the most affordable rate available
10.14 Excessive weight baggage fees or cost associated with more than two airline bags
10.15 Auto repairs
10.16 Babysitter fees, kennel costs, pet or house-sitting fees
10.17 Saunas, massages or exercise facilities
10.18 Credit card delinquency fees or service fees
10.19 Doctor bills, prescription and other medical services
10.20 Hand tools
10.21 Safety Equipment (hard hats, safety vests, etc.)
10.22 Office Supplies
10.23 Lifetime memberships to any association
10.24 Donations to other entities
10.25 Any items that could be construed as campaigning
10.26 Technology Fees
10.27 Sales tax on goods purchased
10.28 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.



UNIFORM GENERAL CONDITIONS

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ARTICLE 1
GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

1.1.1 CONTRACT DOCUMENTS

Contract Documents are enumerated in the Contract between the Owner and Contractor (hereinafter the Contract) and consist of the Contract, Conditions of the Contract as revised, Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Contract and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Owner or the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding requirements.

1.1.2 CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants or (4) between any persons or entities other than the Owner and the Contractor.

1.1.3 WORK

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

1.1.4 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by separate contractors.

1.1.5 THE DRAWINGS

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

1.1.6 THE SPECIFICATIONS

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

1.1.7 INSTRUMENTS OF SERVICE

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

1.1.8 KNOWLEDGE

The terms "knowledge," "recognize," and "discover," their respective derivatives, and similar terms in the Contract Documents, as used in reference to the Contractor, shall be interpreted to mean that which the Contractor knows (or should know), recognizes (or should recognize), and discovers (or should discover) in exercising the care, skill, and diligence required by the Contract Documents. Analogously, the expression "reasonably inferable" and similar terms in the Contract Documents shall be interpreted to mean reasonably inferable by a contractor familiar with the Project and exercising the care, skill, and diligence required of the Contractor by the Contract Documents.

1.1.9 PRODUCT

Materials, systems, and equipment incorporated or to be incorporated in the Work.

1.1.10 PROVIDE

Furnish and install and shall include, without limitation, labor, materials, equipment, transportation, services, and other items required to complete the referenced tasks.

1.1.11 FURNISH

Pay for, deliver (or receive), unload, inspect, and store products, materials, equipment, and accessories as specified while retaining care, custody and control until received for installation based on a signed receipt.

1.1.12 INSTALL

Receive, unload, inspect, and store as specified while retaining care, custody and control; set or place in position, make required connections; and adjust and test as specified in the Contract Documents for satisfactory performance and operation.

1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

1.2.1

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary,

and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results. In the event of inconsistencies within or between parts of the Contract Documents, or between the Contract Documents and applicable standards, codes, and ordinances, the Contractor shall (i) provide the better quality or greater quantity of Work or (ii) comply with the more stringent requirement; either or both in accordance with the Owner or the Architect's interpretation. The terms and conditions of this **Paragraph 1.2.1**, however, shall not relieve the Contractor of any of the obligations set forth in the Contract Documents.

1.2.2

Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

1.2.3

Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

.1 Whenever a product is specified in accordance with a Federal Specification, an ASTM Standard, an American National Standards Institute Specification, or other Association Standard, the Contractor, if required by the Specifications or if requested by the Owner, shall present evidence from the manufacture, certifying the product complies with the particular Standard or Specification. When required by the Contract Documents, supporting data shall be submitted to substantiate compliance.

.2 Whenever a product is specified or shown by describing proprietary items, model numbers, catalog numbers, manufacturer, trade names, or similar reference, no substitutions may be made unless accepted in strict accordance with the Substitution requirements stated in the Specifications or, if no Substitution requirements are stated in the Specifications, in accordance with the requirements stated elsewhere in the Contract Documents. Where two or more products are shown or specified, the Contractor has the option to use either of those shown or specified.

1.3 CAPITALIZATION

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

1.4 INTERPRETATION

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article

is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

1.5 USE OF DRAWINGS AND OTHER INSTRUMENTS OF SERVICE

1.5.1

The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights, except as provided in the Owner-Architect Agreement. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

1.5.2

The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

1.6 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall establish the necessary protocols governing such transmissions in writing, unless otherwise already provided in the Agreement or the Contract Documents.

ARTICLE 2
OWNER

2.1 GENERAL

The Owner means Williamson County acting through any duly authorized representative as provided in the Contract, and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization ("Owner's Designated Representative"). The term "Owner" means the Owner or the Owner's authorized representative.

2.2 OWNER

2.2.1 Appropriation of Funds by Owner

Owner believes it has sufficient funds currently available and authorized for expenditure to finance the costs of the Agreement between Owner and Contractor. Contractor understands and agrees that the Owner's payment of amounts under the Agreement between Owner and Contractor is contingent on the Owner receiving appropriations or other expenditure authority sufficient to allow the Owner, in the exercise of reasonable administrative discretion, to continue to make payments under the Agreement.

2.2.2

Unless specifically stated otherwise in the Contract Documents, Contractor shall secure and pay for necessary permits, approvals, assessments, and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

2.2.3

The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. Except for surveys or grade information, the Contractor shall compare the information furnished by the Owner, including, but not limited to, soil tests, with visibly observable physical conditions and the Contract Documents and, on the basis of such review, promptly report to the Owner and the Architect any known conflicts, errors or omissions. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

2.2.4

The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

2.2.5

Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions.

2.3 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by **Section 12.2** or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a **ten (10)-calendar day** period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

2.5 EXTENT OF OWNER RIGHTS

2.5.1

The rights stated in this **Article 2** and elsewhere in the Contract Documents are cumulative and not in limitation of any rights of the Owner (1) granted in the Contract Documents, (2) at law, or (3) in equity.

2.5.2

In no event shall the Owner have control over, charge of, or any responsibility for construction means, methods, techniques, sequences, or procedures or for safety precautions and programs in connection with the Work, notwithstanding any of the rights and authority granted the Owner in the Contract Documents.

2.6 OWNER'S RIGHT TO RECORDS

2.6.1

The Contractor's records, which shall include but not be limited to accounting records, written policies and procedures, subcontractor files (including proposals of successful bidders), original estimates, estimating worksheets, correspondence, schedules, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to this contract (all foregoing hereinafter referred to as "records") and shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by Owner's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the Contractor or any of his payees. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Contract.

2.6.2
For the purpose of such audits, inspections, examinations and evaluations, the Owner's agent, or authorized representatives shall have access to said records from the effective date of this Contract for the duration of Work and until **three (3) years** (or longer if required by law) after the date of final payment by Owner to Contractor.

2.6.3
Owner's agent or its authorized representative shall have access during normal business hours to the Contractor's facilities, shall have access to all necessary records and shall be provided adequate and appropriate workspace, in order to conduct audits in compliance with this **Section 2.6**. Owner's agent or authorized representative shall give auditees reasonable advance notice of intended audits.

2.6.4
Contractor shall require all subcontractors, insurance agents, and material suppliers (payees) with cost plus contracts, if permitted, and not fixed price contracts to comply with the provisions of this **Article 2** by insertion of the requirements hereof in a written contract agreement between Contractor and payee. Failure to obtain such written contracts which include such provisions shall be reason to exclude some or all of the related payee's costs from amounts payable to the Contractor pursuant to this contract.

ARTICLE 3
CONTRACTOR

3.1 GENERAL

3.1.1
The Contractor is the person or entity identified as such in the Contract and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under the Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative, and if these General Conditions are used in conjunction with the Contract between Owner and Construction Manager-At-Risk, the term "Contractor" shall mean the Construction Manager.

3.1.2
The Contractor shall perform the Work in strict accordance with the Contract Documents.

3.1.3
The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's

administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

3.2.1

Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents. Prior to execution of the Contract, the Contractor and each Subcontractor shall have evaluated and satisfied themselves as to the observable conditions and limitations under which the Work is to be performed, including, without limitation, (i) the location, condition, layout, and nature of the Project site and surrounding areas, (ii) generally prevailing climatic conditions, (iii) anticipated labor supply and costs, (iv) availability and cost of materials, tools, and equipment, and (v) other similar issues. The Owner assumes no responsibility or liability for the physical condition or safety of the Project site or any improvements located on the Project site. Except as set forth in **Section 10.3**, the Contractor and its Subcontractors shall be responsible for providing a safe place for the performance of the Work. The Owner shall not be required to make any adjustment in either the Contract Sum or the Contract Time in connection with any failure by the Contractor or any Subcontractor to have complied with the requirements of **this Section 3.2**.

3.2.2

Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to **Paragraph 2.2.3**, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Owner and Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner. The Contractor shall verify the accuracy of elevations, dimensions, locations, and field measurements. In all cases of the interconnection of its Work with existing or other Work, the Contractor shall verify at the site all dimensions relating to such existing or other Work.

.1 All of Contractor's and Subcontractors' work shall conform to the Contract Documents. Contractor shall be responsible for the details of the Work necessary to carry out the intent of the drawings and specifications, or which are customarily performed. When more detailed information is required for performance of the Work or when an interpretation of the Contract Documents is requested, the Contractor shall submit a written request for information to the Architect or Owner (as required), and the Owner or Architect shall furnish such information or interpretation. Where only part of the Work is indicated, similar parts shall be considered repetitive. Where any detail is shown and components thereof are fully described, similar details not fully described shall be considered to incorporate the fully described details and components.

.2 The Contractor has had an opportunity to examine, and has carefully examined, all of the Contract Documents and Project site, and has fully acquainted itself with the scope of work, design, availability of materials, existing facilities, access, general topography, soil structure, subsurface conditions, obstructions, and all other conditions pertaining to the Work, the site of the Work, and its surrounding; that it has made necessary investigations to a full understanding of the difficulties which may be encountered in performing the Work; and that anything in any Contract Documents, or in any representations, statements, or information made or furnished by Owner or its representatives notwithstanding, Contractor will complete the Work for the compensation stated in the Contract. In addition thereto, Contractor represents that it is fully qualified to do the Work in accordance with the terms of the Contract in the time specified.

3.2.3

The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Owner and the Architect any nonconformity discovered by or made known to the Contractor as a request for information.

3.2.4

If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to **Paragraphs 3.2.2 or 3.2.3** above, the Contractor shall make Claims as provided in **Article 15**.

3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

3.3.1

The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. Subcontractors are responsible for directing their forces on their portions of the Work. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor and Subcontractors shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

3.3.2

The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

3.3.3

The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

3.3.4

Inspection of the progress, quantity, or quality of the Work done by the Owner, any Owner's representative, any governmental agency, or the Architect, or any inspector, shall not relieve the Contractor of any responsibility for the compliance of the Work with the Contract Documents. The Owner or its approved representative (heretofore referred to as Owner's representative) shall have access to the worksite and all Work. No supervision or inspection by the Owner's representative, nor the authority to act nor any other actions taken by the Owner's representative shall relieve the Contractor of any of its obligations under the Contract Documents nor give rise to any duty on the part of the Owner.

3.4 LABOR AND MATERIALS

3.4.1

Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

.1 Duty to Pay Prevailing Wage Rates. The Contractor shall pay not less than the wage scale of the various classes of labor as shown on the "Prevailing Wage Schedule", as defined in **Paragraph 3.4.1.2** below. The specified wage rates are minimum rates only and are not representations that qualified labor adequate to perform the Work is available locally at the prevailing wage rates. The Owner is not bound to pay—and will not consider—any claims for additional compensation made by any Contractor because the Contractor pays wages in excess of the applicable minimum rate contained in the Contract Documents. The "Prevailing Wage Schedule" is not a representation that quantities of qualified labor adequate to perform the Work may be found locally at the specified wage rates.

a) For classifications not shown, workers shall not be paid less than the wage indicated for Laborers. The Contractor shall notify each worker commencing work on the Project of the worker's job classification and the established minimum wage rate required to be paid, as well as the actual amount being paid. The notice must be delivered to and signed in acknowledgement of receipt by the employee and must list both the monetary wages and fringe benefits to be paid or furnished for each classification in which the worker is assigned duties. When requested by Owner, competent evidence of compliance with the Texas Prevailing Wage Law shall be furnished by Contractor.

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

.2 Prevailing Wage Schedule. Pursuant to **Texas Government Code Section 2258.022(2)**, the general prevailing rate of per diem wages for each craft or type of worker needed to execute the Contract and the prevailing rate for legal holiday and overtime work shall be the most recent prevailing wage rate for Williamson County, Texas for building construction as determined by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a et seq.), and its subsequent amendments, which are published and can be obtained online at https://sam.gov/search/?index=dbra (the "Prevailing Wage Schedule"). Should the

Contractor at any time become aware that a particular skill or trade not reflected on the Prevailing Wage Schedule will be or is being employed in the Work, whether by the Contractor or by a subcontractor, the Contractor shall promptly inform the Owner and shall specify a wage rate for that skill or trade, which shall bind the Contractor.

.3 Penalty for Violation. The Contractor and any Subcontractor shall pay to the Owner a penalty of **sixty dollars ($60.00)** for each worker employed for each calendar day, or portion thereof, that the worker is paid less than the wage rates stipulated in the Prevailing Wage Schedule or any supplement or update thereto pursuant to **Paragraph 3.4.1.2** above. The Contractor and each Subcontractor shall keep, or cause to be kept, an accurate record showing the names and occupations of all workers employed in connection with the Work and showing the actual per diem wages paid to each worker, which records shall be open at all reasonable hours for the inspection by the Owner.

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

.5 Arbitration Required if Violation not Resolved. After the Owner makes its initial determination, the affected Contractor or Subcontractor and worker have **fourteen (14) days** in which to resolve the issue of whether a violation occurred, including the amount that should be retained by Owner or paid to the affected worker. If the Contractor or Subcontractor and affected worker reach an agreement concerning the worker's claim, the Contractor shall promptly notify the Owner in a written document signed by the worker. If the Contractor or Subcontractor and affected worker do not agree before the **fifteenth (15th) day** after the Owner's determination, the Contractor or Subcontractor and affected worker must participate in binding arbitration in accordance with the **Texas General Arbitration Act, Chapter 171, Tex. Civ. Prac. & Rem. Code**. The parties to the arbitration have **ten (10) days** after the expiration of the **fifteen (15) days** referred to above, to agree on an arbitrator; if by the **eleventh (11th) day** there is no agreement to an arbitrator, a district court shall appoint an arbitrator on the petition of any of the parties to the arbitration.

.6 Arbitration Award. If an arbitrator determines that a violation has occurred, the arbitrator shall assess and award against the Contractor or Subcontractor the amount of penalty as provided in this **Section 3.4** and the amount owed the worker. The Owner may use any amounts retained hereunder to pay the worker the amount as designated in the arbitration award. If the Owner has not retained enough from the Contractor or Subcontractor to pay the worker in accordance with the arbitration award, the worker has a right of action against the Contractor and Subcontractor as appropriate, and the surety of either to receive the amount owed, attorneys' fees and court costs. The Contractor shall promptly furnish a copy of the arbitration award to the Owner.

.7 Prevailing Wage Retainage. Money retained pursuant to this **Section 3.4** shall be used to pay the claimant or claimants the difference between the amount the worker received in wages for labor on the Project at the rate paid by the Contractor or Subcontractor and the amount the worker would have received at the general prevailing wage rate as provided by the agreement of the claimant and the Contractor or Subcontractor affected, or in the arbitrator's award. The full statutory penalty of **sixty dollars ($60.00) per day** of violation per worker shall be retained by the Owner to offset its administrative costs, pursuant to **Texas Government Code, §2258.023**. Any retained funds in excess of these amounts shall be paid to the Contractor on the earlier of the next progress payment or final payment. Provided, however, that the Owner shall have no duty to release any funds to either the claimant or the Contractor until it has received the notices of agreement or the arbitration award as provided under **Paragraphs 3.4.2 and 3.4.3**.

.8 No Extension of Time. If the Owner determines that good cause exists to believe a violation has occurred, the Contractor shall not be entitled to an extension of time for any delay arising directly or indirectly from of the procedures set forth in this **Section 3.4**.

3.4.2

Except in the case of minor changes in the Work authorized by the Owner or Architect in accordance with **Paragraphs 3.12.8 or Section 7.4**, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive. If the Contractor desires to submit an alternate product or method in lieu of what has been specified or shown in the Contract Documents, the Contractor shall comply with the Substitution requirements listed in the Specifications, or if there are no Substitution requirements listed in the Specifications, then the following provisions apply:

.1 The Contractor must submit to the Architect and the Owner (1) a full explanation of the proposed substitution and submittal of all supporting data, including technical information, catalog cuts, warranties, test results, installation instructions, operating

procedures, and other like information necessary for a complete evaluation of the substitution; (2) the adjustment, if any, in the Contract Sum, in the event the substitution is acceptable; (3) the adjustment, if any, in the time of completion of the Contract and the construction schedule in the event the substitution is acceptable; and (4) a statement indicating Contractor accepts the warranty and correction obligations in connection with the proposed substitution as if originally specified by the Architect. Proposals for substitutions shall be to the Architect in sufficient time to allow the Architect no less than **ten (10) working days** for review. No substitutions will be considered or allowed without the Contractor's submittal of complete substantiating data and information as stated hereinbefore.

3.4.3

The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

3.4.4

The Contractor shall only employ or use labor in connection with the Work capable of working harmoniously with all trades, crafts, and any other individuals associated with the Project.

3.4.5.

In case the progress of the Work is affected by any undue delay in furnishing or installing any items or materials or equipment required under the Contract Documents because of such conflict involving any such labor agreement or regulation, the Owner may require that other material or equipment of equal kind and quality be provided pursuant to a Change Order or Construction Change Directive.

3.5 WARRANTY

3.5.1

The Contractor warrants to the Owner: (1) that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise; (2) that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit; (3) that the Work will be done strictly in accordance with the Contract Documents; (4) that all products are installed per the manufacturer's instructions, and in such a way that the manufacturer's warranties are preserved, including the use of a manufacturer-certified installer, if required by the manufacturer; (5) and that the Work, when finally completed, will provide a complete Project that meets the intent of the Contract Documents.

The Contractor represents and warrants to the Owner that its materials and workmanship, including without limitation, construction means, methods, procedures and techniques necessary to perform the Work, use of materials, selection of equipment and requirements of product manufacturers are and shall be consistent with: (1) good and sound practices within the construction industry; (2) generally prevailing and accepted industry standards applicable to the Work; (3) requirements of any warranties applicable to the Work subject to **Paragraph 3.2.3**. Work, materials, or equipment not conforming to these requirements shall be considered defective, and promptly after written notification of non-conformance shall be repaired or replaced by Contractor with Work conforming to this warranty. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Owner or Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

.1 Contractor further warrants that all materials or equipment of a category or classification will be a product of the same manufacturer and such materials or equipment shall be of the same lot, batch or type and that such materials and equipment will be as specified.

3.5.2

The Contractor agrees to assign to the Owner at the time of final completion of the Work any and all manufacturer's warranties relating to materials and labor used in the Work and further agrees to perform the Work in such manner so as to preserve any and all such manufacturer's warranties.

3.6 TAXES

State Sales and Use Taxes. Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Contractor is liable; provided, however, Owner is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. 151.309, as amended, and the services and materials subject of the Contract are being secured for use by Owner. Exemption certificates will be provided to Contractor upon request. As a precondition to the Owner reimbursing Contractor for allowable sales and use taxes, Contractor must, on its own, first attempt to use such tax exemption certificates in order to assert the exemption. In the event Contractor's efforts to use the tax exemption certificate is unsuccessful and provided that under the laws of the State of Texas an exemption from sales and use taxes is allowed. Owner will reimburse Contractor for such sales and use taxes upon Contractor providing sufficient and satisfactory documentation to the Williamson County Auditor.

3.7 PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS

3.7.1

Unless otherwise provided, the Contractor shall secure, pay for, and, as soon as practicable, furnish the Owner with copies or certificates of all permits and fees, licenses, and inspections necessary for the proper execution and completion of the Work, including, without limitation, all building permits. All connection charges, assessments, or inspection fees as may be imposed by any municipal agency or utility company are included in the Contract Sum and shall be the Contractor's responsibility.

3.7.2

The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

3.7.3

If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction and damages resulting therefrom.

3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than **twenty-one (21) calendar days** after first observance of the conditions. The Owner will promptly investigate such conditions and, if the Owner determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will authorize an equitable adjustment in the Contract Sum or Contract Time, or both. If the Owner determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Owner shall promptly notify the Contractor in writing, stating the reasons. If the Contractor disputes the Owner's determination, the Contractor party may assert a Claim as provided in **Article 15**.

3.7.5

If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall

promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in **Article 15**.

3.8 ALLOWANCES

3.8.1

The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

3.8.2

Unless otherwise provided in the Contract Documents,

.1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

.2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and

.3 whenever costs are more than or less than allowances, the Contractor shall, prior to purchasing any such materials, notify the Owner in writing of the cost and whether such cost will exceed the amount of the allowance. If Owner authorizes Contractor to proceed, after receiving the Contractor's estimate of the total cost, then the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under **Paragraph 3.8.2.1** and (2) changes in Contractor's costs under **Paragraph 3.8.2.2**.

3.9 SUPERINTENDENT

3.9.1

The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent or Contractor's project manager shall be as binding as if given to the Contractor. Important oral communications shall be immediately confirmed in writing.

3.9.2
The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Owner or Architect may reply within **fourteen (14) calendar days** to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Owner and Architect require additional time to review. Failure of the Owner or Architect to reply within the **fourteen (14)-calendar day** period shall constitute notice of no reasonable objection.

3.9.3
The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

3.10.1
The Contractor, as provided in the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

3.10.2
The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's approval. The Architect's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

3.10.3
The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

3.10.4
The construction schedule shall be a detailed precedence-style critical path management ("CPM") schedule in a format satisfactory to the Owner that shall (1) provide a graphic representation of all activities and events that will occur during performance of the Work; (2)

identify each phase of construction and occupancy; and (3) set forth dates that are critical in ensuring the timely and orderly completion of the Work in accordance with the requirements of the Contract Documents (hereinafter referred to as the "Milestone Date"). Upon review and acceptance by the Owner of the Milestone Dates, the construction schedule shall be deemed part of the Contract Documents. If not accepted, the construction schedule shall be promptly revised by the Contractor in accordance with the recommendations of the Owner and resubmitted for acceptance. The Contractor shall monitor the progress of the Work for conformance with the requirements of the construction schedule and shall promptly advise the Owner of any delays or potential delays. The accepted construction schedule shall be updated to reflect actual conditions as set forth in **Paragraph 3.10.1** or if requested by the Owner. In the event any progress report indicates any delays, the Contractor shall propose an affirmative plan to correct the delay, including overtime and/or additional labor, if necessary. In no event shall any progress report constitute an adjustment in the Contract Time, any Milestone date, or the Contract Sum unless any such adjustment is agreed to by the Owner and authorize pursuant to a Change Order.

3.10.5

In the event the Owner determines that the performance of the Work, as of a Milestone Date, has not progressed or reach the level of completion required by the Contract Documents, the Owner shall have the right to order the Contractor to take corrective measures necessary to expedite the progress of construction, including without limitation, (1) working additional shifts or overtime, (2) supplying additional manpower, equipment, and facilities, and (3) other similar measures. Such measures so continue until the progress of the Work complies with the stage of completion required by the Contract Documents. The Owner's right to require such measures is solely for the purpose of ensuring the Contractors compliance with the construction schedule.

3.11 DOCUMENTS AT THE SITE

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

3.12 SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

3.12.1

Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

3.12.2
Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

3.12.3
Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

3.12.4
Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of **Paragraph 4.2.7**. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

3.12.5
The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors.

3.12.6
By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

3.12.7
The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals until the respective submittal has been approved by the Architect.

3.12.8
The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents

by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals by the Architect's approval thereof.

3.12.9

The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

3.12.10

The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this **Paragraph 3.12.10**, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

3.13 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and

the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

3.14 CUTTING AND PATCHING

3.14.1
The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly as required by the Contract Documents. All areas requiring cutting, fitting, and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

3.14.2
The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

3.15 CLEANING UP

3.15.1
The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

3.15.2
If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor.

3.16 ACCESS TO WORK
The Owner and Architect shall, at all times, have access to the Work in preparation and progress wherever located.

3.17 ROYALTIES, PATENTS AND COPYRIGHTS
The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or

Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

3.18 INDEMNIFICATION

3.18.1 INDEMNITY

OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS OWNER, ITS EMPLOYEES, AND ASSIGNS (THE "INDEMNIFIED PARTIES" OR "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS CONTRACT, TO THE EXTENT CAUSED BY THE NEGLIGENT OR WILLFUL ACTS OR OMISSIONS OF THE CONTRACTOR, SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE. CONTRACTOR SHALL NOT BE REQUIRED TO INDEMNIFY, HOLD HARMLESS OR DEFEND THE INDEMNIFIED PARTIES AGAINST A CLAIM CAUSED BY THE NEGLIGENCE OR FAULT, OR THE BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, OR RULE OF THE INDEMNITEE, OR OTHER PARTY OTHER THAN CONTRACTOR OR ITS AGENT, EMPLOYEE, OR SUBCONTRACTOR OF ANY TIER, EXCEPT THAT CONTRACTOR SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND THE INDEMNIFIED PARTIES AGAINST ANY CLAIMS FOR THE BODILY INJURY OR DEATH OF AN EMPLOYEE OF CONTRACTOR, ITS AGENTS, OR IT SUBCONTRACTORS OF ANY TIER.

3.18.2 INDEMNITY – EMPLOYEE PERSONAL INJURY CLAIMS

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

3.18.3

THE CONTRACTOR'S INDEMNITY OBLIGATIONS UNDER THIS **SECTION 3.18** SHALL ALSO SPECIFICALLY INCLUDE, WITHOUT LIMITATION, ALL FINES, PENALTIES, DAMAGES, LIABILITY, COSTS, EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES) ARISING OUT OF, OR IN CONNECTION WITH, ANY (1) VIOLATION OF OR FAILURE TO COMPLY WITH ANY LAW, STATUTE, ORDINANCE, RULE, REGULATION, CODE OR REQUIREMENT OF A PUBLIC AUTHORITY THAT BEARS UPON THE PERFORMANCE OF THE WORK BY THE CONTRACTOR, A SUBCONTRACTOR, OR ANY PERSON OR ENTITY FOR WHOM EITHER IS RESPONSIBLE, (2) MEANS, METHODS, PROCEDURES, TECHNIQUES, OR SEQUENCES OF EXECUTION OR PERFORMANCE OF THE WORK, AND (3) FAILURE TO SECURE AND PAY FOR PERMITS, FEES, APPROVALS, LICENSES, AND INSPECTIONS AS REQUIRED UNDER THE CONTRACT DOCUMENTS, OR ANY VIOLATION OF ANY PERMIT OR OTHER APPROVAL OF A PUBLIC AUTHORITY APPLICABLE TO THE WORK, BY THE CONTRACTOR, A SUBCONTRACTOR, OR ANY PERSON OR ENTITY FOR WHOM EITHER IS RESPONSIBLE.

ARTICLE 4
ARCHITECT

4.1 GENERAL

4.1.1

The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Contract and is referred to throughout the Contract Documents as if singular in number.

4.1.2

Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

4.1.3

In the event that Owner has not engaged an architect and an architect is not identified in the Contract, but, rather, engages an engineer for the Project, all references made in these General Conditions to the "Architect" shall mean and include the engineer identified as the "Engineer" in the Contract and all duties, responsibilities and limitations of authority of the Architect, as set forth in the Contract Documents, shall apply to the Engineer.

4.2 ADMINISTRATION OF THE CONTRACT

4.2.1

The Architect will provide administration of the Contract as described in the Owner-Architect Agreement. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

4.2.2

The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in **Paragraph 3.3.1**.

4.2.3

On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

4.2.4 COMMUNICATIONS AND CONTRACT ADMINISTRATION

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to relate relevant communications between Owner and Architect to the Architect. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

4.2.5

If included in Architect's scope of work, the agreement between Owner and Architect, or if requested by the Owner, the Architect will review and certify the amounts due the Contractor

and will issue Certificates for Payment in such amounts based on the Architect's evaluations of the Contractor's Applications for Payment.

4.2.6

To the extent permitted by the agreement between Owner and Architect, the Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect, in consultation with the Owner, will have authority to require inspection or testing of the Work in accordance with **Paragraphs 13.5.2 through 13.5.3**, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect or the Owner to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

4.2.7

To the extent provided in the agreement between Owner and Architect, the Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Owner and Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under **Sections 3.3, 3.5, and 3.12**. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

4.2.8

If requested by Owner, the Architect will prepare Change Orders and Construction Change Directives with the Owner's prior written consent, but the Architect may authorize minor changes in the Work as provided in the agreement between Owner and Architect, or in **Section 7.4**. If requested by Owner, the Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in **Paragraph 3.7.4**.

4.2.9
If requested by Owner, the Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to **Section 9.8**; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to **Section 9.10**; and issue a final Certificate for Payment pursuant to **Section 9.10**.

4.2.10
If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities, and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

4.2.11
If requested by Owner, the Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

4.2.12
Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings.

4.2.13
The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents, and if approved by Owner.

4.2.14
The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5
SUBCONTRACTORS

5.1 DEFINITIONS

5.1.1
A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

5.1.2
A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

5.2 AWARD OF SUBCONTRACTS

5.2.1 FOR CONSTRUCTION MANAGER AT-RISK CONTRACTS
The Construction Manager shall publicly advertise for bids or proposals and receive bids or proposals from trade contractors or Subcontractors for the performance of all major elements of the work other than the minor work that may be included in the general conditions. The Construction Manager may seek to perform portions of the work itself if:

.1 the Construction Manager submits its bid or proposal for those portions of the Work in the same manner as all other trade contractors or Subcontractors; and

.2 the Owner determines that the Construction Manager's bid or proposal provides the best value for the Owner.

.3 **Review of Bids or Proposals.** Construction Manager shall review all trade contractor or Subcontractor bids or proposals in a manner that does not disclose the contents of the bid or proposal during the selection process to a person not employed by the Construction Manager, Architect, Engineer, or Owner. All bids or proposals shall be made available to the Owner on request and to the public after the later of the award of the Contract or the **seventh (7th) business day** after the date of final selection of bids or proposals. If the Construction Manager reviews, evaluates, and recommends to the Owner a bid or proposal from a trade contractor or subcontractor but the Owner requires another bid or proposal to be accepted, the Owner shall compensate the Construction Manager by a change in the Contract Sum, Contract Time, or Cost of the

Work for any additional cost and risk that the Construction manager incurs because of the Owner's requirement that another bid or proposal be accepted.

5.2.2
The Contractor shall not contract with a proposed Subcontractor, person, or entity to whom the Owner has made reasonable objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made a reasonable objection.

5.2.3
If the Owner has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time may be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

5.2.4
The Contractor shall not substitute a Subcontractor, person, or entity previously selected if the Owner makes reasonable objection to such substitution.

5.3 SUBCONTRACTUAL RELATIONS

5.3.1
By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

5.3.2
All subcontracts shall be in writing and, if requested, Contractor shall provide Owner with copies of executed subcontracts.

5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

5.4.1
The Contract is for Owner's benefit, its successors and assigns who, as well as Contractor, may directly enforce all rights and warranties, express or implied herein, but Subcontractors shall have recourse only against Contractor and not against Owner. Owner may rely solely upon Contractor for enforcement of all Subcontracts. To effect such purpose, Contractor assigns to Owner all right to bring any actions against subcontractors and material vendors without waiver by Owner of his right against Contractor because of defaults, delays and effects for which a subcontractor or material vendor may also be liable, said assignment being effective only if:

.1 Contractor is in default under the Contract Documents; or

.2 Owner has terminated the Contract in accordance with the Contract Documents; and

.3 Only for those subcontract agreements which the Owner accepts by notifying the Subcontractor and Contractor in writing; and

.4 The assignment is subject to the prior rights of the surety, if any, obligated under any bond relating to the Contract.

5.4.2
Upon such assignment, if the Work has been suspended for more than **thirty (30) calendar days**, the Subcontractor's compensation may be equitably adjusted for increases in cost resulting from the suspension.

5.4.3
Upon such assignment to the Owner under this **Section 5.4**, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

5.4.4
The Architect and the Owner shall have the right to request from any Subcontractor at any time during the course of construction, a notarized affidavit stating the amount of monies which have been paid to the Subcontractor as of any certain stipulated date.

ARTICLE 6
CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

6.1.1
The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in **Article 15**.

6.1.2
When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Contract.

6.1.3
The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

6.2 MUTUAL RESPONSIBILITY

6.2.1
The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

6.2.2
If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect and the Owner apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed

construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

6.2.3
The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

6.2.4
The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in **Paragraph 10.2.5**.

6.2.5
The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in **Section 3.14**.

6.2.6
All separate contractors shall sign a site access agreement with Contractor setting forth duties, responsibilities, safety, and administrative requirements.

6.3 OWNER'S RIGHT TO CLEAN UP
If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and allocate the cost among those responsible.

ARTICLE 7
CHANGES IN THE WORK

7.1 GENERAL

7.1.1
Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this **Article 7** and elsewhere in the Contract Documents.

7.1.2
A Change Order shall be based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or

may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Owner or Architect alone.

7.1.3
Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work. Except as permitted in **Section 7.3** and **Paragraph 9.7.2**, a change in the Contract Sum or the Contract Time shall be accomplished only by Change Order. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, and no claim that Owner has been unjustly enriched by any alteration of or addition to the Work, whether or not there is, in fact, any unjust enrichment to the Work, shall be the basis of any Claim to an increase in any amounts due under the Contract Documents or a change in any time period provided for in the Contract Documents.

7.2 CHANGE ORDERS

7.2.1
A Change Order is a written instrument signed by the Owner, Contractor and Architect stating their agreement upon all of the following:

.1 The change in the Work;

.2 The amount of the adjustment, if any, in the Contract Sum; and

.3 The extent of the adjustment, if any, in the Contract Time.

7.2.2
Contractor's Change Order shall set forth in clear and precise detail breakdowns of labor and materials for all trades involved and the estimated impact on the dates of Substantial Completion. Contractor shall furnish supporting data as reasonably requested by Owner.

7.2.3
Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including, but not limited to, all direct and indirect costs associated with such change and any and all adjustments to the Contract Sum and the construction schedule.

7.3 CONSTRUCTION CHANGE DIRECTIVES

7.3.1
A Construction Change Directive is a written order signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum

or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

7.3.2
A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

7.3.3
If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

.2 Unit prices stated in the Contract Documents or subsequently agreed upon;

.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

.4 As provided in **Paragraph 7.3.7**.

7.3.4
If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

7.3.5
Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

7.3.6
A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

7.3.7
If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Owner shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Contract, or if no such amount is set forth in the Contract, a reasonable amount. In such case, and also under **Paragraph 7.3.3.3**, the Contractor shall keep and present, in such form as the Owner or Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this **Paragraph 7.3.7** shall be limited to the following:

.1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;

.2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;

.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and

.5 Additional costs of supervision and field office personnel directly attributable to the change.

7.3.8
The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Owner or the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

7.3.9
Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Owner will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Owner determines to be reasonably justified. The Owner's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of Contractor to disagree and assert a Claim in accordance with **Article 15**.

7.3.10

When the Owner and Contractor agree with a determination made concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

7.4 MINOR CHANGES IN THE WORK

If permitted in the agreement between Owner and Architect, the Architect has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents.

ARTICLE 8
TIME

8.1 CONTRACT TIME

TIME IS AN ESSENTIAL ELEMENT OF THE CONTRACT. The Contract Time is the time between the dates indicated in the Notice to Proceed for commencement of the Work and for achieving Substantial Completion. The Contract Time can be modified only by Change Order. Failure to achieve Substantial Completion within the Contract Time, as otherwise agreed to in writing, will cause damage to Owner and may subject Contractor to liquidated damages as provided in the Contract. If Contractor fails to achieve Final Completion within **thirty (30) calendar days** after Substantial Completion or a mutually agreed upon longer period of time between Contractor and Owner, Contractor shall be responsible for Owner's additional inspection, project management, and maintenance cost to the extent caused by Contractor's failure to achieve Final Completion.

8.2 NOTICE TO PROCEED

Owner will issue a Notice to Proceed which shall state the dates for beginning the Work and for achieving Substantial Completion of the Work.

8.3 WORK PROGRESS SCHEDULE

Unless indicated otherwise, Contractor shall submit to Owner and Architect the initial Work Progress Schedule for the Work in relation to the entire Project not later than **twenty-one (21) calendar days** after the effective date of the Notice to Proceed. Unless indicated otherwise, the Work Progress Schedule shall be computerized Critical Path Method (CPM) with fully editable logic. This initial schedule shall indicate the dates for starting and completing the various aspects required to complete the Work, including mobilization, procurement, installation, testing, inspection, delivery of Close-out Documents, and acceptance of all the Work of the Contract. When acceptable to Owner, the initially accepted schedule shall be the Baseline Schedule for comparison to actual conditions throughout the Contract duration.

8.3.1 SCHEDULE REQUIREMENTS

Contractor shall submit electronic and paper copy of the initial Work Progress Schedule reflecting accurate and reliable representations of the planned progress of the Work, the Work to date if any, and of Contractor's actual plans for its completion. Contractor shall organize and provide adequate detail, so the schedule is capable of measuring and forecasting the effect of delaying events on completed and uncompleted activities.

.1 Contractor shall resubmit initial schedule as required to address review comments from Architect and Owner until such schedule is accepted as the Baseline Schedule.

.2 Submittal of a schedule, schedule revision or schedule update constitutes Contractor's representation to Owner of the accurate depiction of all progress to date and that Contractor will follow the schedule as submitted in performing the Work.

8.3.2 SCHEDULE UPDATES

Contractor shall update the Work Progress Schedule and the Submittal Register monthly, as a minimum, to reflect progress to date and current plans for completing the Work, while maintaining original schedule as Baseline Schedule and submit electronic copies of the update to Owner and Architect as directed, but as a minimum with each request for payment. Owner has no duty to make progress payments unless accompanied by the updated Work Progress Schedule. Show the anticipated date of completion reflecting all extensions of time granted through Change Order as of the date of the update. Contractor may revise the Work Progress Schedule when in Contractor's judgment it becomes necessary for the management of the Work. Contractor shall identify all proposed changes to schedule logic to Owner and to Architect via an executive summary accompanying the updated schedule for review prior to final implementation of revisions into a revised Baseline Schedule. Schedule changes that materially impact Owner's operations shall be communicated promptly to Owner and Architect and shall not be incorporated into the revised Baseline Schedule without Owner's consent.

8.3.3

The Work Progress Schedule is for Contractor's use in managing the Work and submittal of the schedule, and successive updates or revisions, is for the information of Owner and to demonstrate that Contractor has complied with requirements for planning the Work. Owner's acceptance of a schedule, schedule update, or revision constitutes Owner's agreement to coordinate its own activities with Contractor's activities as shown on the schedule.

.1 Acceptance of the Work Progress Schedule, or update and/or revision thereto does not indicate any approval of Contractor's proposed sequences and duration.

.2 Acceptance of a Work Progress Schedule update or revision indicating early or late completion does not constitute Owner's consent, alter the terms of the Contract, or

waive either Contractor's responsibility for timely completion or Owner's right to damages for Contractor's failure to do so.

.3 Scheduled dates for completion of any activity or the entire Work do not constitute a change in terms of the Contract. Change Orders are the only method of modifying the Substantial Completion Date(s) and Contract Time.

8.4 COMPLETION OF WORK

Contractor is accountable for completing the Work within the Contract Time stated in the Contract, or as otherwise amended by Change Order.

8.4.1

If, in the judgment of Owner, the work is behind schedule and the rate of placement of Work is inadequate to regain scheduled progress to ensure timely completion of the entire Work or a separable portion thereof, Contractor, when so informed by Owner, shall immediately take action to increase the rate of work placement by:

.1 An increase in working forces.

.2 An increase in equipment or tools.

.3 An increase in hours of work or number of shifts.

.4 Expedite delivery of materials.

.5 Other action proposed, if acceptable to Owner.

8.4.2

Within **ten (10) calendar days** after such notice from Owner, Contractor shall notify Owner in writing of the specific measures taken or planned to increase the rate of progress. Contactor shall include an estimate as to the date of scheduled progress recovery and an updated Work Progress Schedule illustrating Contractor's plan for achieving timely completion of the Project. Should Owner deem the plan of action inadequate, Contractor shall take additional steps or make adjustments, as necessary, to its plan of action until it meets with Owner's approval.

8.5 MODIFICATION OF CONTRACT TIME

8.5.1

Delays and extension of time as hereinafter described are valid only if executed in accordance with provisions set forth in **Article 7**.

8.5.2

When a delay defined herein as excusable prevents Contractor from completing the Work within the Contract Time, Contractor is entitled to an extension of time. Owner will make an equitable adjustment and extend the number of days lost because of excusable delay or Weather Days, as measured by Contractor's progress schedule. All extensions of time will be granted in calendar days. In no event, however, will an extension of time be granted for delays that merely extend the duration of non-critical activities without delaying the project Substantial Completion date(s).

.1 A "Weather Day" is a day on which Contractor's current schedule indicates Work is to be done, and on which inclement weather or related site conditions prevent Contractor from performing **seven (7) continuous hours** of Work on the critical path between the hours of 7:00 a.m. and 6:00 p.m.

A. Weather days are excusable delays and, in the event of precipitation, Contractor may claim **one (1) Weather Day** for each day of the duration of the precipitation plus an additional day for each **tenth (1/10th) of an inch** of accumulation as determined by a third-party website agreed upon by Owner and Contractor.

B. At the end of each calendar month, Contractor shall submit to Owner and Architect a list of Weather Days occurring in that month along with documentation of the impact on critical activities. Based on confirmation by Owner, any time extension granted will be issued by Change Order. If Contractor and Owner cannot agree on the time extension, Owner may issue a Construction Change Directive (CCD) for a fair and reasonable time extension.

.2 Excusable Delay. Contractor is entitled to an equitable adjustment of the Contract Time, issued via Change Order, for delays caused by the following:

A. Errors, omissions, and imperfections in design, which Architect corrects by means of changes in the Drawings and Specifications.

B. Unanticipated physical conditions at the Site, which Architect corrects by means of changes to the Drawings and Specifications or for which Owner directs changes in the Work identified in the Contract Documents.

C. Failure of Owner to have secured property, right-of-way, or easements necessary for Work to begin or progress.

D. Changes in the Work that effect activities identified in Contractor's schedule as "critical" to completion of the entire Work, if such changes are ordered by Owner or recommended by Architect and ordered by Owner.

E. Suspension of Work for unexpected natural events, Force Majeure (sometimes called "acts of God"), civil unrest, strikes or other events which are not within the reasonable control of Contractor.

F. Suspension of Work for convenience of Owner, which prevents Contractor from completing the Work within the Contract Time.

G. Administrative delays caused by activities or approval requirements related to an Authority Having Jurisdiction.

8.5.3

Contractor's relief in the event of such delays is the time impact to the critical path as determined by analysis of Contractor's schedule. In the event that Contractor incurs additional direct costs because of the excusable delays other than described in **Subparagraph 8.5.2.2.D** and within the reasonable control of Owner, the Contract Sum and Contract Time are to be equitably adjusted by Owner pursuant to the provisions of **Article 7**.

8.6 NO DAMAGES FOR DELAY

Due to the unique requirements of working within a public facility which may be shared with other user-groups and adjacent to other public facilities, Owner may, at any time, restrict the Work to non-disruptive activities to reduce noise, vibration, air pollution, or any other nuisance, intrusion, or danger affecting adjacent public functions and duties. In each case, Owner will make a good faith effort to provide sufficient advanced notice of restriction to Contractor; and, Contractor shall make a good faith effort to reallocate activities, materials, and forces onsite to avoid delay to the project schedule. Contractor has no claim for monetary damages for delay or hindrances to the work from any cause, including, without limitation, any act or omission of Owner.

8.7 CONCURRENT DELAY

When the completion of the Work is simultaneously delayed by an excusable delay and a delay arising from a cause not designated as excusable, Contractor may be entitled to a reasonable time extension for the period of concurrent delay, as may be agreed to in writing between Contractor and Owner.

8.8 OTHER TIME EXTENSION REQUESTS

Time extensions requested in association with changes to the Work directed or requested by Owner shall be included with Contractor's proposed costs for such change. Time extensions requested for inclement weather are covered by **Paragraph 8.5.2.1** above. If Contractor believes that the completion of the Work is delayed by a circumstance other than for changes directed to the Work or weather, they shall give Owner written notice, stating the nature of the delay and the activities potentially affected, within **five (5) calendar days** after the onset of the event or circumstance giving rise to the excusable delay. Contractor shall provide sufficient written evidence to document the delay. In the case of a continuing cause of delay,

only one claim is necessary. State claims for extensions of time in numbers of whole or half days.

8.8.1
Within **ten (10) calendar days** after the cessation of the delay, Contractor shall formalize its request for extension of time in writing to include a full analysis of the schedule impact of the delay and substantiation of the excusable nature of the delay. All changes to the Contract Time or made as a result of such claims is by Change Order, as set forth in **Article 7**.

8.8.2
No extension of time releases Contractor or the Surety furnishing a performance or payment bond from any obligations under the Contract or such a bond. Those obligations remain in full force until the discharge of the Contract.

8.8.3 CONTENTS OF TIME EXTENSION REQUESTS
Contractor shall provide with each Time Extension Request a quantitative demonstration of the impact of the delay on project completion time, based on the Work Progress Schedule. Contractor shall include with Time Extension Requests a reasonably detailed narrative setting forth:

.1 The nature of the delay and its cause; the basis of Contractor's claim of entitlement to a time extension.

.2 Documentation of the actual impacts of the claimed delay on the critical path indicated in Contractor's Work Progress Schedule, and any concurrent delays.

.3 Description and documentation of steps taken by Contractor to mitigate the effect of the claimed delay, including, when appropriate, the modification of the Work Progress Schedule.

8.8.4 OWNER'S RESPONSE
Owner will respond to the Time Extension Request by providing to Contractor written notice of the number of days granted, if any, and giving its reason if this number differs from the number of days requested by Contractor.

.1 Owner will not grant time extensions for delays that do not affect the Contract Substantial Completion date.

.2 Owner will respond to each properly submitted Time Extension Request within **fifteen (15) calendar days** following receipt. If Owner cannot reasonably make a determination about Contractor's entitlement to a time extension within that time, Owner will notify Contractor in writing. Unless otherwise agreed by Contractor, Owner has no more than **fifteen (15) additional calendar days** to prepare a final

response. If Owner fails to respond within **forty-five (45) calendar days** from the date the Time Extension Request is received, Contractor is entitled to a time extension in the amount requested.

8.9 FAILURE TO COMPLETE WORK WITHIN THE CONTRACT TIME

TIME IS AN ESSENTIAL ELEMENT OF THE CONTRACT. Contractor's failure to substantially complete the Work within the Contract Time or to achieve Substantial Completion as required will cause damage to Owner. These damages shall be liquidated by agreement of Contractor and Owner, in the amount per day as set forth in the Contract.

8.10 LIQUIDATED DAMAGES

Owner may collect liquidated damages due from Contractor directly or indirectly by reducing the Contract Sum in the amount of liquidated damages stated in the Contract.

ARTICLE 9
PAYMENTS AND COMPLETION

9.1 CONTRACT SUM

The Contract Sum is stated in the Contract and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

9.2 SCHEDULE OF VALUES

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price ("GMP"), the Contractor shall submit to the Owner and Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule, unless objected to by the Owner, shall be used as a basis for reviewing the Contractor's Applications for Payment.

9.3 APPLICATIONS FOR PAYMENT

9.3.1

As provided in the Contract and in the Contract Documents, the Contractor shall submit to the Owner and Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under **Section 9.2**., for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents.

.1 As provided in **Paragraph 7.3.9**, such applications may include requests for payment on account of changes in the Work that have been properly authorized by

Construction Change Directives, or by interim determinations of the Owner or the Architect, but not yet included in Change Orders.

.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

.3 If requested by Owner or required elsewhere in the Contract Documents, Each Application for Payment shall be accompanied by the following, all in a form and substance satisfactory to the Owner:

a) With each Application for Payment: a current Sworn Statement from the Contractor setting forth all Subcontractors and all material suppliers with whom the Contractor has subcontracted, the amount of each such subcontract, the amount requested for any Subcontractor or material supplier in the Application for Payment, and the amount to be paid to the Contractor from such progress payment;

b) With each Application for Payment: a duly executed Conditional Waiver and Release on Progress Payment from the Contractor and Subcontractors establishing receipt of payment or satisfaction of the payment requested by the Contractor in the current Application for Payment;

c) Commencing with the second Application for Payment submitted by the Contractor, a duly executed Unconditional Waiver and Release on Progress Payment from Contractor and all Subcontractors, material suppliers and, where appropriate, lower tier subcontractors that have billed more than **five thousand dollars ($5,000)** on a single application of payment, establishing receipt of payment or satisfaction of payment of all amounts requested on behalf of such entities and disbursed prior to submittal by the Contractor of the current Application for Payment;

d) With the Final Application for Payment: Contractor shall submit a Conditional Waiver and Release on Final Payment as required by **Texas Property Code, §53.284**. Upon receipt of final payment, Contractor shall submit an Unconditional Waiver and Release on Final Payment as required by **Texas Property Code, §53.284**; and

e) Such other information, documentation, and materials as the Owner, or the title insurer may require in order to ensure that Owner's property is free of lien claims. Such other documents may include, without limitation, original copies

of lien or bond claim releases suitable for filing with the County Clerk in Williamson County, Texas.

9.3.2

Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

9.3.3

The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, bond claims, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

.1 The Contractor further expressly undertakes to defend Owner, at the Contractor's sole expense, against any actions, lawsuits, or proceedings brought against Owner as a result of liens filed against the Work, the site of any of the Work, the Project site and any improvements thereon, or any portion of the property of any of Owner (referred to collectively as "liens" in this **Paragraph 9.3.3**), provide the Owner has paid Contractor pursuant to the requirements of the Contract Documents. The Contractor hereby agrees to indemnify and hold Owner harmless against any such liens or claims of lien and agrees to pay any judgment or lien resulting from any such actions, lawsuits, or proceedings.

.2 The Owner shall release any payments withheld due to a lien or bond claims if the Contractor obtains security acceptable to the Owner, however, the Contractor shall not be relieved of any responsibilities or obligations under this **Paragraph 9.3.3**, including, without limitation, the duty to defend and indemnify Owner.

.3 Retainage. The Owner shall withhold from each progress payment, as retainage, **five percent (5%)** of the total earned amount. Retainage so withheld shall be managed in conformance with **Texas Government Code, Chapter 2252, Subchapter B**. Any request for reduction or release of retainage shall be accompanied by written consent

of the Contractor's Surety. No such request shall be made until the Contractor has earned at least **sixty-five percent (65%)** of the total Contract Sum.

.4 For purposes of **Texas Government Code, §2251.021 (a)(2)**, the date the performance of service is completed is the date when the Owner's representative approves the Application for Payment.

9.4 CERTIFICATES FOR PAYMENT

9.4.1

The Architect will, within **seven (7) business days** after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in **Paragraph 9.5.1**.

9.4.2

The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

9.5 DECISIONS TO WITHHOLD CERTIFICATION

9.5.1

The Owner or Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Owner or Architect's opinion the representations to the Owner required by **Paragraph 9.4.2** cannot be made. If the Owner or Architect is unable to certify payment in the amount of the Application, the Owner or Architect will notify the Contractor. If the Contractor and Architect, or Contractor and Owner,

as the case may be, cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount that can be certified. The Owner or Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Owner or Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in **Paragraph 3.3.2**, because of

.1 defective Work not remedied;

.2 third party claims filed or reasonable evidence indicating probable filing of such claims;

.3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;

.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;

.5 damage to the Owner or a separate contractor;

.6 failure to maintain the scheduled progress, or reasonable evidence that the Work will not be completed within the Contract Time;

.7 failure to comply with the requirements of **Texas Government Code, Chapter 2258** (Prevailing Wage Law);

.8 failure to include sufficient documentation to support the amount of payment requested for the Project;

.9 failure to obtain, maintain, or renew insurance coverage, payment/performance bonds or warranty bond required by the Contract Documents; or

.10 repeated failure to carry out the Work in accordance with the Contract Documents.

9.5.2

When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

9.6 PROGRESS PAYMENTS

9.6.1
The Owner shall make payment in the manner and within the time provided in the Contract Documents and in accordance with **Texas Government Code, Chapter 2251**.

9.6.2
The Contractor shall pay each Subcontractor no later than **ten (10) calendar days** after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

9.6.3
The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within **seven (7) calendar days**, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

9.6.4
Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in **Paragraph 9.6.2**.

9.6.5
A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

9.7 FAILURE OF PAYMENT

9.7.1
If the Architect is required to issue Certificates for Payment and, through no fault of the Contractor, the Architect fails to timely issue Certificates for Payment in the time permitted in the Contract Documents, or if the Owner does not pay the Contractor by the date established in the Contract Documents, then the Contractor may, upon **twenty-one (21) business days** written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received.

9.7.2

If the Owner is entitled to reimbursement or payment from the Contractor under or pursuant to the Contract Documents, such payment shall be made promptly upon demand by the Owner. Notwithstanding anything contained in the Contract Documents to the contrary, if the Contractor fails to promptly make any payment due the Owner, or if the Owner incurs any costs and expenses to cure any default of the Contractor or to correct defective work, the Owner shall have an absolute right to offset such amount against the Contract Sum and may, in the Owner's sole discretion, elect either to (1) deduct an amount equal to that which the Owner is entitled from any payment then or thereafter due the Contractor from the Owner, or (2) issue a written notice to the Contractor reducing the Contract Sum by an amount equal to that which the Owner is entitled.

9.8 SUBSTANTIAL COMPLETION

9.8.1

Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use; provided, however, that as a condition precedent to Substantial Completion, the Owner has received all certificates of occupancy and any other permits, approvals, licenses, and other documents from any governmental authority having jurisdiction thereof necessary for the beneficial occupancy of the Project.

9.8.2

When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Owner and Architect a comprehensive list of items to be completed or corrected prior to final payment (punch list). Failure to include an item on the punch list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

9.8.3

Upon receipt of the Contractor's punch list, the Owner and Architect will examine the Work to determine whether the Work or designated portion thereof is substantially complete. If the Owner and/or Architect's examination discloses any item, whether or not included on the Contractor's punch list, that is not sufficiently complete in accordance with the Contract Documents, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Owner or Architect. In such case, the Contractor shall then submit a request for another examination by the Owner or Architect to determine Substantial Completion.

9.8.4

When the Work or designated portion thereof is substantially complete, the Architect, if required by the Contract Documents, or Owner will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Unless otherwise provided, Contractor shall complete all items on the punch list within **thirty (30) calendar days** of Substantial Completion. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

9.8.5

The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage.

9.9 PARTIAL OCCUPANCY OR USE

9.9.1

The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under **Paragraph 11.3.1.5**, the surety, and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under **Paragraph 9.8.2**. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld.

9.9.2

Immediately prior to partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

9.9.3

Partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

9.10 FINAL COMPLETION AND FINAL PAYMENT

9.10.1

Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Owner and Architect will make such inspection and, when the Owner and Architect find the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in **Paragraph 9.10.2** as precedent to the Contractor's being entitled to final payment have been fulfilled. All warranties and guarantees required under or pursuant to the Contract Documents shall be assembled and delivered by the Contractor to the Architect as part of the final Application for Payment. The final Certificate for Payment will not be issued by the Architect until all warranties and guarantees have been received and accepted by the Owner.

9.10.2

Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Owner and Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work have been paid or otherwise satisfied, within the period of time required by **Texas Government Code, Chapter 2251**, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least **thirty (30) business days** prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety to final payment, (5) a warranty bond in a form acceptable to Owner, and (6) other data establishing payment or satisfaction of obligations, such as receipts, unconditional full and final releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner.

9.10.3

The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

.1 Claims, security interests or encumbrances arising out of the Contract and unsettled;

.2 failure of the Work to comply with the requirements of the Contract Documents; or

.3 terms of warranties required by the Contract Documents.

9.10.4

Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10
PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor and its Subcontractors shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

10.2 SAFETY OF PERSONS AND PROPERTY

10.2.1

The Contractor and its subcontractors shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

.1 employees on the Work and other persons who may be affected thereby;

.2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and

.3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement during construction.

10.2.2

The Contractor and its Subcontractors shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury, or loss. Notwithstanding any language to the contrary, the Owner shall not have any responsibility for job site inspections or safety recommendations. Any inspections or observations by the Owner or the Architect are solely for the benefit of the Owner and shall not create any duties or obligations to anyone else.

10.2.3

The Contractor and its Subcontractors shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection,

including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

10.2.4

When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

10.2.5

The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in **Paragraphs 10.2.1.2 and 10.2.1.3** caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under **Paragraphs 10.2.1.2 and 10.2.1.3**, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under **Section 3.18**.

10.2.6

The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

10.2.7

The Contractor and its Subcontractors shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding **twenty-one (21) calendar days** after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

10.2.9

When all or a portion of the Work is suspended for any reason, the Contractor shall securely fasten down all covering and fully protect the Work, as necessary, from injury or damage by any cause.

10.2.10
The Contractor shall promptly report in writing to the Owner and Architect all accidents arising out of or in connection with the Work that cause death, personal injury, or property damage.

10.3 HAZARDOUS MATERIALS

10.3.1
The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

10.3.2
Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written notice from the Owner.

10.3.3
The Owner shall not be responsible under this **Section 10.3** for materials or substances the Contractor brings to the site unless such materials or substances are expressly required by the Contract Documents. The Owner shall be responsible for materials or substances expressly required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

10.3.4
The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site or negligently handles, or (2) where the Contractor fails to perform its obligations under **Paragraph 10.3.1**, except to the extent that the cost and expense are due to the Owner's fault or negligence.

10.4 EMERGENCIES
In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time, if any, claimed by the Contractor on account of an emergency shall be determined as provided in **Article 7** and **Article 15**.

ARTICLE 11
INSURANCE AND BONDS

11.1 CONTRACTOR'S LIABILITY INSURANCE

11.1.1

The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

.1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;

.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;

.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;

.4 Claims for damages insured by usual personal injury liability coverage;

.5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

.6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;

.7 Claims for bodily injury or property damage arising out of completed operations, which coverage shall be maintained for no less than **four (4) years** following final payment; and

.8 Claims involving contractual liability insurance applicable to the Contractor's obligations under **Section 3.18**.

11.1.2

The insurance required by **Paragraph 11.1.1** shall be written for not less than limits of liability specified in the Contract or the Contract Documents. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of

commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

11.1.3

Unless otherwise provided, copies of the insurance policies, in form acceptable to the Owner, shall be provided to Owner within **thirty (30) calendar days** of Owner's request. Except as otherwise provided, all of the policies provided shall name Owner as an additional insured, and such policies shall immediately deliver to Owner copies of all such insurance policies, together with certificates by the insurer evidencing Owner's coverage there under. Each policy of insurance obtained by Contractor pursuant to the Contract Documents shall provide, by endorsement or otherwise (1) that such policy shall not be canceled, endorsed, altered or reissued to effect a change in coverage for any reason or to any extent whatsoever unless the insurer shall have first given Owner and Lender at least **thirty (30) calendar days** prior written notice thereof, and (2) that Owner may, but shall not be obligated to, make premium payments to prevent the cancellation, endorsement, alteration or reissuance of such policy and such payments shall be accepted by the insurer to prevent the same. Such policies shall provide, by endorsement or otherwise, that Contractor shall be solely responsible for the payment of all premiums under the policies, and that Owner shall have no obligation for the payment thereof, notwithstanding that Owner is named as additional insured under the policy. Any insured loss or claim of loss shall be adjusted to the Owner, and any settlement payments shall be made payable to the Owner as a trustee for the insureds, as their interests may appear. Upon the occurrence of an insured loss or claim of loss, monies received will be held by Owner who shall make distribution in accordance with an agreement to be reached in such event between Owner and Contractor. If the parties are unable to agree between themselves on the settlement of the loss, such dispute shall be resolved in accordance with **Article 15**, below, but the Work of the Project shall nevertheless progress during any such period of dispute without prejudice to the rights of any party to the dispute. The Contractor shall be responsible for any loss within the deductible area of the policy. If Owner is damaged by the failure of Contractor to purchase or maintain such insurance, then Contractor shall bear all costs properly attributable thereto. The Contractor shall affect and maintain similar property insurance on portions of the Work stored off the site or in transit when such portions of the Work are to be included. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until Final Completion of the Project.

11.1.4

The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and

(2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

11.2 OWNER'S LIABILITY INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

11.3 PROPERTY INSURANCE

11.3.1

Unless otherwise provided in the Contract Documents, the Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in **Section 9.10** or until no person or entity other than the Owner has an insurable interest in the property required by this **Section 11.3** to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss as well as coverage for building materials while in transit or building materials suitably stored at a temporary location. Property insurance provided by the Contractor shall not cover any tools, apparatus, machinery, scaffolding, hoists, forms, staging, shoring, and other similar items commonly referred to as construction equipment that may be on the site and the capital value of which is not included in the Work. The Contractor shall make its own arrangements for any insurance it may require on such construction equipment. Any such policy obtained by the Contractor under this **Paragraph 11.3.1** shall include a waiver of subrogation in accordance with the requirements of **Paragraph 11.3.4**.

.2 If the Contractor does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Contractor shall so inform the Owner in writing prior to commencement of the Work. If the

Owner is damaged by the failure or neglect of the Contractor to purchase or maintain insurance as described above, without so notifying the Owner in writing, then the Contractor shall bear all reasonable costs properly attributable thereto.

.3 Contractor shall be responsible for any deductibles to the extent that the loss arose out of or was cause by Contractor's negligence or breach of the Contract.

.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

.5 Partial occupancy or use in accordance with **Section 9.9** shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

11.3.2 WAIVERS OF SUBROGATION

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in **Article 6**, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent of actual recovery of any insurance proceeds under any property insurance obtained pursuant to this **Section 11.3** or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance. However, this waiver shall not apply to property insurance purchased by Owner after completion of the Work or Final Payment, whichever comes first. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in **Article 6**, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

11.3.3

A loss insured under the property insurance shall be adjusted in good faith and made payable to the Owner in good faith for the insureds, as their interests may appear. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor,

and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

11.4 BONDS

11.4.1
The Contractor is required to tender to Owner, prior to commencing the Work, performance and payment bonds, as required by law. In the event Contractor fails to provide such bonds within the time provided by the Contract, Owner may immediately, upon notice of such failure, or within a reasonable time thereafter, at its sole option and discretion: (1) void this Contract in its entirety; or (2) procure such bonds on behalf of the Contractor, deducting such amounts from the Contract Sum. In the event Owner voids the Contract under this **Section 11.4**, Contractor may forfeit its bid bond.

11.4.2
A Performance Bond is required if the Contract Sum is in excess of **fifty thousand dollars ($50,000)**. The performance bond is solely for the protection of the Owner, in the full amount of the Contract Sum and conditioned on the faithful performance of the Work in accordance with the Contract Documents. The form of the bond shall be approved by the Owner.

11.4.3
A Payment Bond is required if the Contract Sum is in excess of **twenty-five thousand dollars ($25,000)**. A payment bond is payable to the Owner, in the full amount of the Contract Sum and solely for the protection and use of payment bond beneficiaries who have a direct contractual relationship with the Contractor or a supplier of required materials or labor. The form of bond shall be approved by the Owner.

11.4.4 Warranty Bond.
Prior to final payment, Contractor shall provide Owner with a Warranty Bond in the sum of ten percent (10%) of the Contract Sum or ten percent (10%) of the GMP for Construction Manager At-Risk Contracts for twelve (12) months from Substantial Completion of the Work. The form of bond shall be approved by the Owner.

11.4.5
Corporate sureties authorized to issue bonds shall be qualified and comply with relevant provisions of the Texas Insurance Code.

11.4.6
Each bond shall be executed by a corporate surety or sureties authorized to do business in the State of Texas and acceptable to the Owner. If any bond is for more than **ten percent (10%)** of the surety's capital and surplus, the Owner may require certification that the company has reinsured the excess portion with one or more reinsurers authorized, accredited, or trusteed to do business in the State. A reinsurer may not reinsure for more than **ten percent (10%)** of

its capital and surplus. If a surety upon a bond loses its authority to do business in the State, the Contractor shall within **thirty (30) calendar days** after such loss furnish a replacement bond at no added cost to the Owner.

11.4.7
Each bond shall be accompanied by a valid Power-of-Attorney (issued by the surety company and attached, signed and sealed with the corporate embosses seal, to the bond) authorizing the attorney in fact who signs the bond to commit the company to the terms of the bond, and stating any limit in the amount for which the attorney can issue a single bond.

11.4.8
The process of requiring and accepting bonds and making claims thereunder shall be conducted in compliance with **Texas Government Code, Chapter 2253**. If for any reason a statutory payment or performance bond is not honored by the surety, the Contractor shall fully indemnify and hold the Owner harmless of and from any costs, losses, obligations or liabilities it incurs as a result.

11.4.9
Owner shall furnish certified copies of a payment bond and the related Contract between Owner and Contractor to any qualified person seeking copies who complies with **Texas Government Code, §2253.026**.

11.4.10 Claims on Payment Bonds.
Claims on payment bonds must be sent directly to the Contractor and its surety in accordance with Texas Government Code, §2253.041. All Payment Bond claimants are cautioned that no lien exists on the funds unpaid to the Contractor on such contract, and that reliance on notices sent to the Owner may result in loss of their rights against the Contractor and/or its surety. The Owner is not responsible in any manner to a claimant for collection of unpaid bills, and accepts no such responsibility because of any representation by any agent or employee.

11.4.11 Payment Claims when Payment Bond not Required.
When the value of the Contract between Owner and the Contractor is less than twenty-five thousand dollars ($25,000), claimants and their rights are governed by Texas Property Code, §53.231-239. These provisions set out the requirements for filing a valid lien on funds unpaid to the Contractor as of the time of filing the claim, actions necessary to release the lien and satisfaction of such claims.

11.4.12
Sureties shall be listed on the **Department of the Treasury's Listing of Approved Sureties** stating companies holding Certificates of Authority as acceptable sureties on Federal Bonds and acceptable reinsuring companies (Department Circular 570).

11.5 GENERAL REQUIREMENTS

11.5.1
Unless otherwise provided in the Contract Documents, all insurance coverage procured by the Contractor shall be provided by insurance companies having policy holder ratings no lower than "A" and financial ratings not lower than "VIII" in the Best's Insurance Guide, the latest edition in effect as of the date of the Contract, and subsequently in effect at the time of renewal of any policies required by the Contract Documents.

11.5.2
If the Owner is damaged by failure of the Contractor to purchase or maintain insurance required under this **Article 11**, then the Contractor shall bear all reasonable costs (including attorneys' fees and court and settlement expenses) properly attributable thereto.

ARTICLE 12
UNCOVERING AND CORRECTION OF WORK

12.1 UNCOVERING OF WORK

12.1.1
If a portion of the Work is covered contrary to the Owner or Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Owner or Architect, be uncovered for examination and be replaced at the Contractor's expense without change in the Contract Time. If prior to the date of Substantial Completion the Contractor, a Subcontractor, or anyone for whom either is responsible uses or damages any portion of the Work (other than start-up), including, without limitation, mechanical, electrical, plumbing, and other building systems, machinery, equipment, or other mechanical device, the Contractor shall cause such item to be restored to "like new" condition at no expense to the Owner.

12.1.2
If a portion of the Work has been covered that the Owner or Architect has not specifically requested to examine prior to its being covered, the Owner or Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

12.2 CORRECTION OF WORK

12.2.1

The Contractor shall promptly correct Work rejected by the Owner or Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

12.2.2 AFTER SUBSTANTIAL COMPLETION

.1 In addition to the Contractor's obligations under **Section 3.5**, if, within **one (1) year** after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under **Paragraph 9.9.1**, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so. The Owner shall give such notice promptly after discovery of the condition. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may, without prejudice to any other remedies, correct it in accordance with **Section 2.4** or file a claim with the surety of any applicable warranty bond.

.2 The **one (1)-year** period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

12.2.3

The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

12.2.4

The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

12.2.5

Nothing contained in this **Section 12.2** shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents.

Establishment of the **one (1)-year** period for correction of Work as described in **Paragraph 12.2.2** relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

12.3 ACCEPTANCE OF NONCONFORMING WORK

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13
MISCELLANEOUS PROVISIONS

13.1 GOVERNING LAW

The Contract shall be governed by the law of Williamson County, Texas.

13.2 SUCCESSORS AND ASSIGNS

The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in the Contract Documents or by law, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

13.4 RIGHTS AND REMEDIES

13.4.1

Except as expressly provided in the Contract Documents, duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

13.4.2
No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

13.5 TESTS AND INSPECTIONS

13.5.1
Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority. The Contractor shall give the Owner and Architect timely notice of when and where tests and inspections are to be made so that the Owner and Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

13.5.2
If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under **Paragraph 13.5.1**, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Owner and Architect of when and where tests and inspections are to be made so that the Owner and Architect may be present for such procedures.

13.5.3
If such procedures for testing, inspection or approval under **Paragraphs 13.5.1 and 13.5.2** reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense. The Contractor also agrees the cost of testing services related to remedial operations performed to correct deficiencies in the Work, shall be borne by the Contractor.

13.5.4
Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Owner and Architect.

13.5.5
If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

13.5.6
Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

13.6 INTEREST
The rate of interest that accrues on an overdue payment is the rate in effect on September 1 of the fiscal year in which the payment becomes overdue. The rate in effect on September 1 is equal to the sum of:

13.6.1
one percent (1%); and

13.6.2
the prime rate as published in the Wall Street Journal on the **first (1st) day of July** of the preceding fiscal year that does not fall on a Saturday or Sunday pursuant to **Texas Government Code, §2251.025**.

13.7 TIME LIMITS ON CLAIMS
The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the time limits provided by law. Nothing herein shall be construed as shortening the period of time Owner has for commencing claims to less than what is required by law.

13.8 APPLICATION TO SUBCONTRACTS
Any specific requirement in the Contract that the responsibilities or obligations of Contractor also apply to a Subcontractor is added for emphasis and are also hereby deemed to include a Subcontractor of any tier. The omission of a reference to a Subcontractor in connection with any of Contractor's responsibilities or obligations shall not be construed to diminish, abrogate or limit any responsibilities or obligations of a Subcontractor of any tier under the Contract Documents or the applicable subcontract.

13.9 GENERAL PROVISIONS

13.9.1
All personal pronouns used in the Contract, whether used in the masculine, feminine, or neuter gender, shall include all other genders; and the singular shall included the plural and vice versa. Titles of articles, sections, and paragraphs are for convenience only and neither

limit nor amplify the provisions of the Contract. The use herein of the word "including," when following any general statement, term, or matter, shall not be construed to limit such statement, term, or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not non-limiting language (such words as "without limitation," or "but not limited to," or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement, term, or matter.

13.9.2

Wherever possible, each provision of this Contract shall be interpreted in a manner as to be effective and valid under applicable law. If, however, any provision of this Contract, or portion thereof, is prohibited by law or found invalid under any law, only such provision or portion thereof shall be ineffective, without in any manner invalidating or affecting the remaining provisions of this Contract or valid portions of such provision, which are hereby deemed servable.

13.10 NO ORAL WAIVER

The Provisions of the Contract Documents shall not be changed, amended, waived, or otherwise modified in any respect except by a writing signed by Owner. No person is authorized on behalf of Owner to orally change, amend, waive, or otherwise modify the terms of the Contract Documents or any of the Contractor's duties or obligations under or arising out of the Contract Documents. Any change, waiver, approval, or consent granted to the Contractor shall be limited to the specific matters stated in the writing signed by Owner, and shall not relieve Contractor of any other of the duties and obligations under the Contract Documents. No "constructive" changes shall be allowed.

13.11 TEXAS PUBLIC INFORMATION ACT

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

13.12 EQUAL OPPORTUNITY IN EMPLOYMENT

The Contractor agrees that during the performance of the Contract it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or

national origin. The Parties will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.

13.13 SECURED FACILITIES

In the event any work is performed in, on or around a secured facility owned or operated by Owner (i.e. Owner's justice center, jail, juvenile center, etc.), the Contractor shall be required to obtain and provide to Owner background checks of each individual (employees and representatives of Contractor, Subcontractors and Sub-Subcontractors) who will perform any work at a secured facility prior to such individual's access to a secured facility. Owner shall have a right to refuse access to any individual who has a criminal history that would possibly jeopardize the safety and security of a secured facility.

ARTICLE 14
TERMINATION OR SUSPENSION OF THE CONTRACT

14.1 TERMINATION BY THE CONTRACTOR

14.1.1

The Contractor may terminate the Contract if the Work is stopped for a period of **ninety (90) consecutive days** through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

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

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

.3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in **Paragraph 9.4.1**, or because the Owner has not made payment on an undisputed Certificate for Payment within the time stated in the Contract Documents.

14.1.2

The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described

in **Section 14.3** constitute in the aggregate more than **one hundred percent (100%)** of the total number of days scheduled for completion, or **one hundred twenty (120) days** in any **three hundred sixty-five (365)-day** period, whichever is less.

14.1.3
If one of the reasons described in **Paragraph 14.1.1 or 14.1.2** exists, the Contractor may, upon **thirty (30) business days** written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

14.2 TERMINATION BY THE OWNER FOR CAUSE

14.2.1
The Owner may terminate the Contract if the Contractor

.1 fails to commence the Work in accordance with the provisions of the Contract,

.2 fails to prosecute the Work to completion thereof in a diligent, efficient, timely, workmanlike, skillful and careful manner and in strict accordance with the provisions of the Contract,

.3 fails to use an adequate amount or quality of personnel or equipment to complete the Work without undue delay,

.4 fails to perform any of its obligations under the Contract,

.5 fails to make prompt payments when due to its Subcontractors and Suppliers, or as required by **Texas Government Code, Chapter 2251**,

.6 files any petition or other pleading seeking any relief under any provisions of the Federal Bankruptcy Act, as amended, or any other federal or state statute or law providing for reorganization of debts or other relief from creditors, permits a receiver or other person to be appointed on account of its insolvency or financial condition, or becomes insolvent,

.7 creates any situation or state of facts which would authorize or permit an involuntary petition in bankruptcy to be filed against Contractor, or

.8 has not met or in Owner's opinion will not meet the dates of Substantial Completion set forth in the Contract Documents.

14.2.2
When any of the above reasons exist, the Owner, in its sole and absolute discretion, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, **thirty (30) calendar days** written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

.1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

.2 Accept assignment of subcontracts pursuant to **Section 5.4**; and

.3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

14.2.3
When the Owner terminates the Contract for one of the reasons stated in **Paragraph 14.2.1**, the Contractor shall not be entitled to receive further payment until the Work is finished. In the event that a final decision under **Article 15**, below, is rendered that sufficient cause did not exist for termination under this **Section 14.2**, then the termination shall be considered a termination for convenience, under **Section 14.4**, below.

14.2.4
If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages and costs incurred by the Owner in finishing the Work and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner.

14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

14.3.1
The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

14.3.2
The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in **Paragraph 14.3**Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

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

.2 that an equitable adjustment is made or denied under another provision of the Contract.

14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

14.4.1
The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

14.4.2
Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

.1 cease operations as directed by the Owner in the notice;

.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

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

14.4.3
For Construction Manager At-Risk Contracts, upon such termination, the Contractor shall recover the amounts provided in **Paragraph 12.1.3** of the Contract between Owner and Construction Manager-At-Risk. For all other contracts, upon such termination, Contractor shall recover costs of the Work executed, including reasonable overhead and profit, costs incurred to and including the date of termination, will be due and payable in accordance with the Contract Documents.

ARTICLE 15
CLAIMS AND DISPUTES

15.1 CLAIMS

15.1.1 DEFINITION
A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

15.1.2 NOTICE OF CLAIMS

Claims for events arising during the performance of the Work by Contractor must be initiated by written notice to the other party with a copy sent to the Owner; provided, however, that the claimant shall use its best efforts to furnish the other party, as expeditiously as possible, with notice of any Claim including, without limitation, those in connection with concealed or unknown conditions, once such claim is recognized, and shall take steps to mitigate the alleged or potential damages, delay, or other adverse consequences arising out of the condition that is the cause of such a Claim. Claims by Contractor must be initiated within **ten (10) business days** after occurrence of the event giving rise to such Claim or within **ten (10) business days** after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims may also be reserved in writing within the time limits set forth in this **Paragraph 15.1.2**. Any notice of Claim or reservation of Claim must clearly identify the alleged cause and the nature of the Claim and include data and information available to the claimant that will facilitate prompt verification and evaluation of the Claim.

15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in **Section 9.7** and **Article 14**, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the Contract Documents.

15.1.4 CLAIMS FOR ADDITIONAL COST

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under **Section 10.4**.

15.1.5 CLAIMS FOR ADDITIONAL TIME

.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

15.2 MEDIATION

15.2.1
Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived shall be subject to mediation as a condition precedent to seeking redress in a court of competent jurisdiction.

15.2.2
The parties shall endeavor to resolve their Claims by mediation, which shall consist of a single mediator who is knowledgeable about the subject matter of the Contract. A request for mediation shall be made in writing, delivered to the other party to the Contract.

15.2.3
The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Williamson County, Texas. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

15.2.4
All disputes not resolved through mediation shall be decided in litigation in Williamson County, Texas.

15.2.5 NO WAIVER OF IMMUNITY
Nothing in the Contract Documents shall be deemed to waive, modify or amend any legal defense available at law or in equity to Owner, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Owner does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

July 23, 2025

Joy Simonton, Purchasing Agent
Wilco Purchasing Department
100 Wilco Way
Georgetown, TX 78626

Re: 25RFP52
Williamson County Regional Animal Shelter (WCRAS) Building Addition
Recommendation of Construction Manager At-Risk Project Delivery Award

After independently and collectively reviewing qualification submissions and conducting interviews with the lead candidates, the evaluation committee found **Bartlett Cocke General Contractors** to be the best-suited candidate to construct a two-story addition to the WCRAS's existing adoption facilities.

Based on the Committee's evaluation, the Wilco Facilities Management Department recommends that the Williamson County Commissioners Court award the Contract for Construction Manager At-Risk Project Delivery to **Bartlett Cocke General Contractors.**

Sincerely,

Dale Butler
Senior Director, Facilities Management

WILLIAMSON COUNTY
(512) 943-1599
dale.butler@wilcotx.gov www.wilcotx.gov
3101 SE Inner Loop
Georgetown, TX 78626

WCRAS Building Addition
Construction Manager at Risk

FIRM	TOTAL SCORE	Company Experience of Similar Type & Size Projects (15 points)	Company Performance w/Government Agencies (15 points)	Site Superintendent Professional Experience (25 points)	Project Manager Professional Experience (25 points)	Proposed Fees (20 points)	Ranking
Baird/Williams Construction, Ltd.	73.4	5	14	22	15	17.4	9
Bartlett Cocke General Contractors, LLC.	86.9	12	15	23	23	13.9	1
Byrne Construction Services	66.7	12	13	10	17	14.7	10
Chasco Constructors	81.6	13	15	20	15	18.6	3
Cloud Construction Co, Inc.	66.3	13	13	10	12	18.3	13
IE2 Construction	80.5	12	12	20	21	15.5	5
J.T. Vaughn Construction LLC.	73.8	13	10	19	19	12.8	8
JCB Contractors LLC.	57.2	6	0	23	15	13.2	14
Kitchell Contractors	75.2	15	13	20	15	12.2	7
Muckleroy & Falls	79.4	14	13	20	15	17.4	6
STR Constructors, LLC	65	10	10	10	15	20	12
Swinerton-Austin	81.4	14	15	20	23	9.4	4
Trimbuilt Construction, Inc.	65.7	10	10	19	12	14.7	11
Weaver and Jacobs Constructors, Inc.	84	13	12	21	22	16	2

[redacted]

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1346911

Date Filed:
08/07/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Bartlett Cocke
Austin, TX United States

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
25RFPXX
Animal Shelter L Building Addition

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Hibner, Marc	Austin, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

My address is [redacted].

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

Executed in Travis County, State of Texas, on the 7th day of August (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:
2025-1346911

Date Filed:
08/07/2025

Date Acknowledged:
08/11/2025

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

Bartlett Cocke
Austin, TX United States

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

Williamson County

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

25RFPXX
Animal Shelter L Building Addition

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Hibner, Marc	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 _____, _____, _____, _____, _____.
(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 **67.**

Meeting Date: 08/19/2025

Receive the August 2025 Construction Summary Report and PowerPoint Presentation

Submitted By: Ragan Riggs, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Receive the August 2025 Construction Summary Report and PowerPoint Presentation.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

August 2025 PowerPoint Presentation

August 2025 Construction Summary Report

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	08/14/2025 09:31 AM
Form Started By: Ragan Riggs		Started On: 08/12/2025 11:03 AM
Final Approval Date: 08/14/2025		

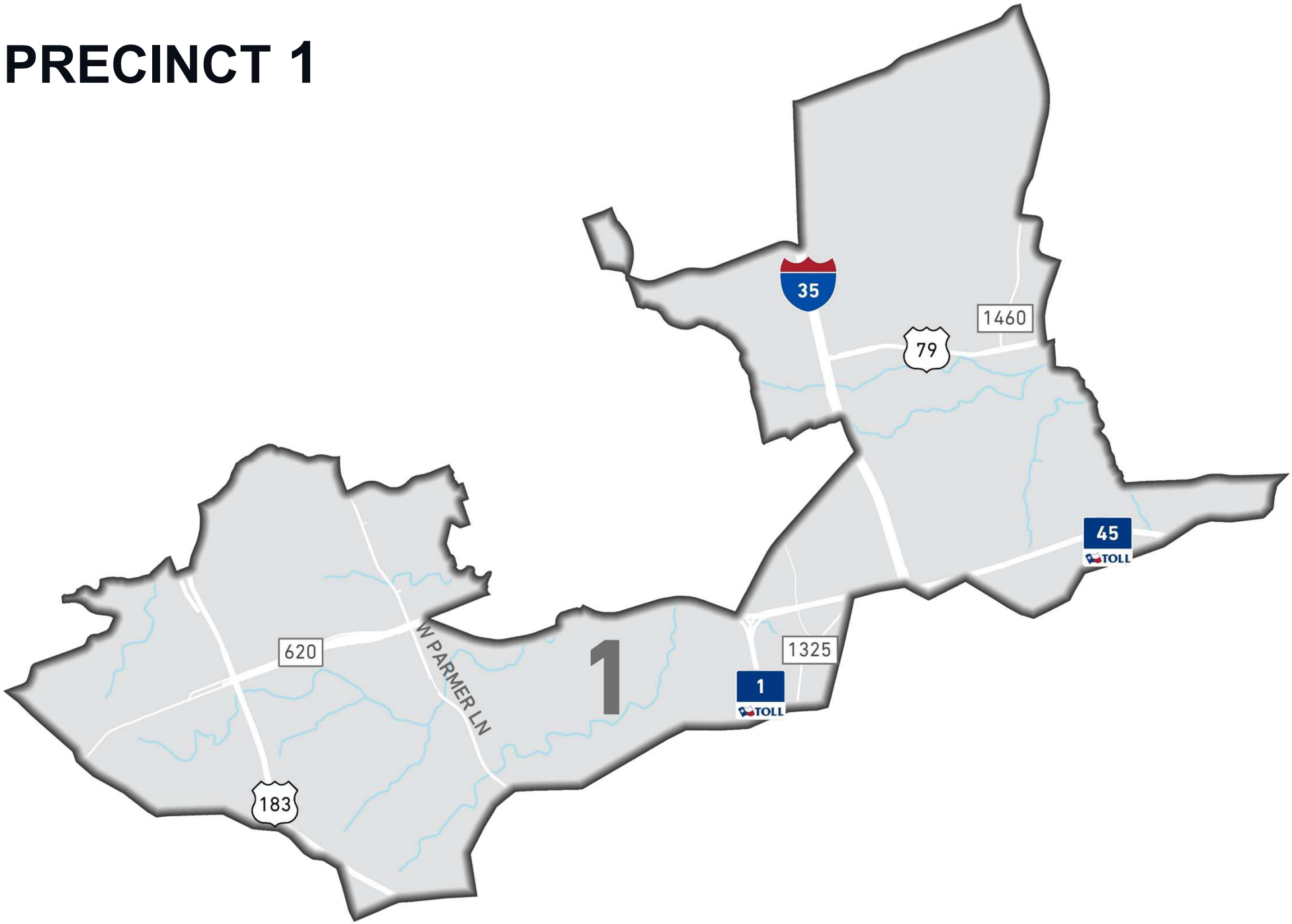


WILLIAMSON COUNTY COMMISSIONERS COURT

ROAD BOND PROGRAM

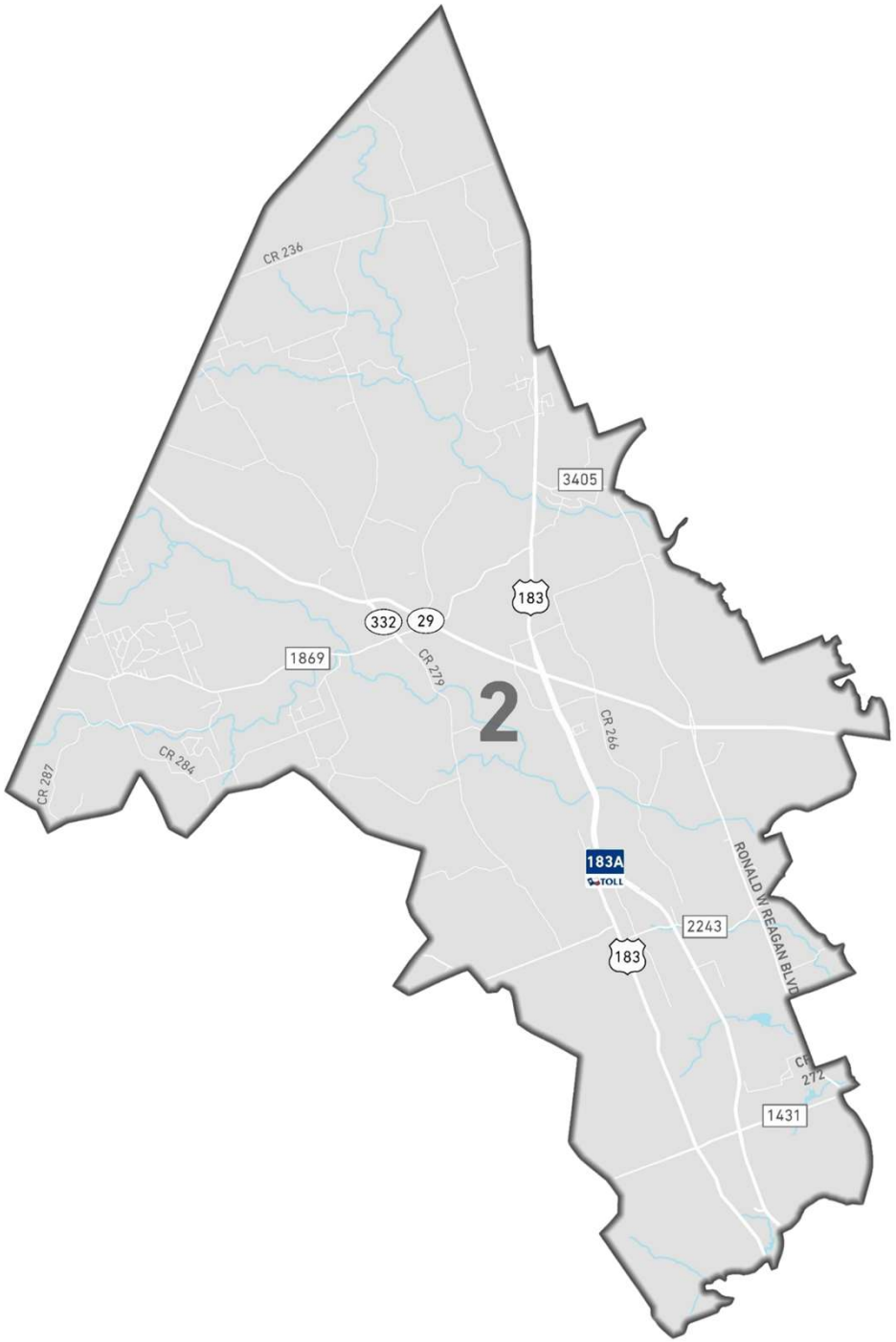
August 19, 2025

PRECINCT 1



Projects under planning and design, no active construction projects.

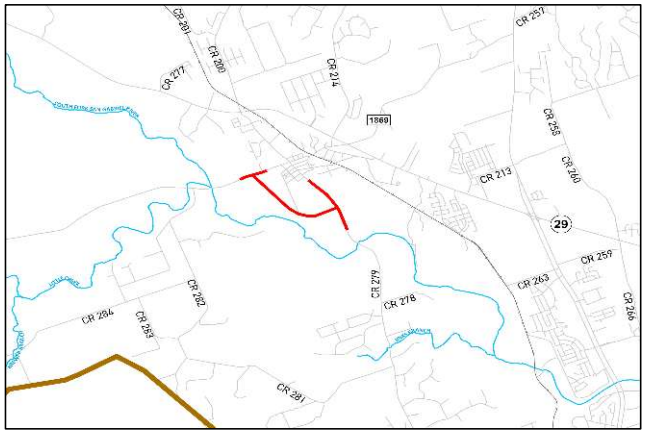
PRECINCT 2


CR 236
3405
183
332
29
1869
CR 279
2
CR 266
CR 284
CR 287
183A
TOLL
RONALD W REAGAN BLVD
2243
183
CR 272
1431

Liberty Hill (SH 29) Bypass
(RM 1869 to CR 279)

Anticipated Completion

Late 2025



Original contract amount = $14,149,449.00

Total change orders = $295,362.00

Adjusted contract price = $14,444,811.00

Expenditures to date = $10,675,313.03 (74%)

Liberty Hill (SH 29) Bypass
(RM 1869 to CR 279)



Liberty Hill (SH 29) Bypass
(RM 1869 to CR 279)



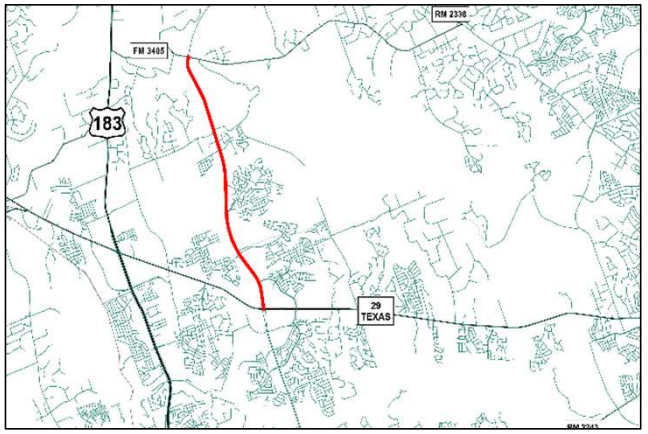
Liberty Hill (SH 29) Bypass
(RM 1869 to CR 279)



Ronald Reagan Widening
(SH 29 to FM 3405)

Anticipated Completion

Summer 2027



Original Contract Price = $52,159,299.00

Total Change Orders to Date = $310,563.50

Adjusted Contract Price = $52,469,862.50

Expenditures to Date = $22,734,993.23 (43%)

Ronald Reagan Widening
(SH 29 to FM 3405)



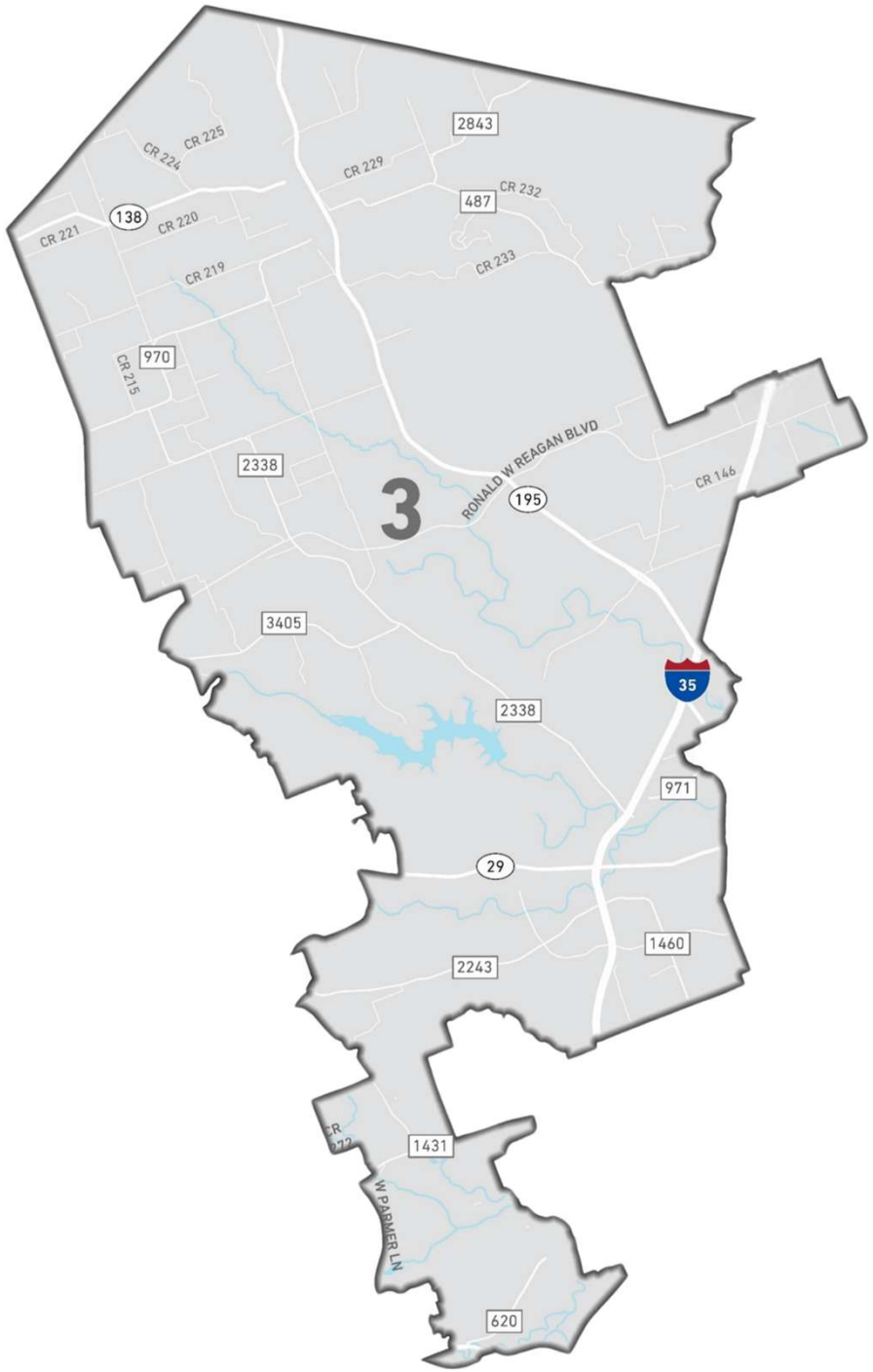
Ronald Reagan Widening
(SH 29 to FM 3405)



Ronald Reagan Widening
(SH 29 to FM 3405)



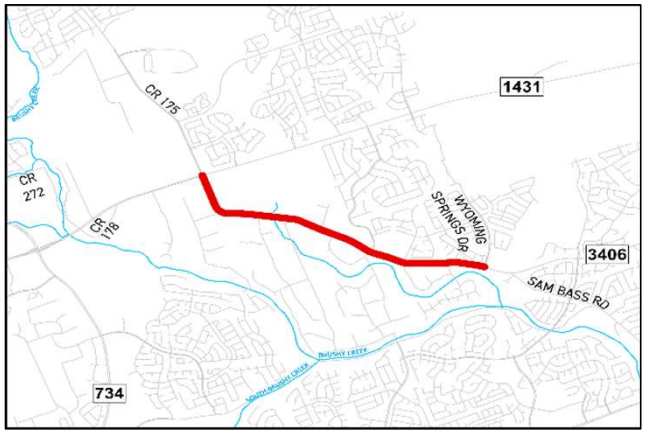
PRECINCT 3


3
2843
CR 225
CR 224
CR 229
CR 232
487
138
CR 221
CR 220
CR 233
CR 219
970
CR 215
2338
RONALD W REAGAN BLVD
195
CR 146
3405
35
2338
971
29
1460
2243
1431
W PARMER LN
620

Corridor H/Sam Bass Road
(RM 1431 to Wyoming Springs Drive)

Anticipated Completion

Fall 2025



Original Contract Price = $36,145,959.00

Total Change Orders to Date = -$1,659,570.56

Adjusted Contract Price = $34,486,388.44

Expenditures to Date = $25,655,224.80 (74%)

Corridor H/Sam Bass Road
(RM 1431 to Wyoming Springs Drive)



Corridor H/Sam Bass Road
(RM 1431 to Wyoming Springs Drive)



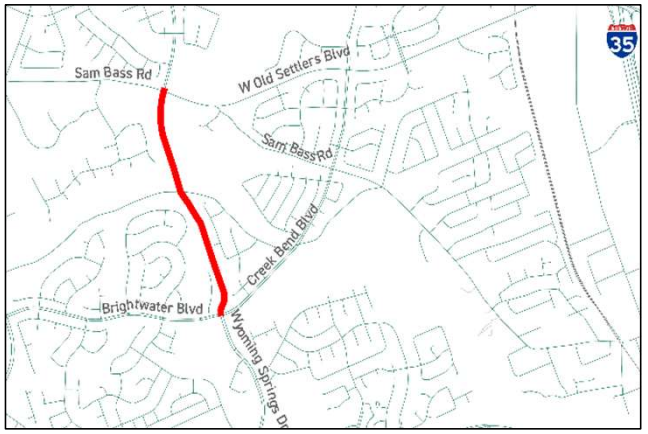
Corridor H/Sam Bass Road
(RM 1431 to Wyoming Springs Drive)



Wyoming Springs Extension
(Brightwater Boulevard/Creek Bend to Sam Bass Road)

Anticipated Completion

Late 2026



Partnership with the City of Round Rock

Original Contract Amount = $25,917,630.47

Construction is managed by the City of Round Rock

Wyoming Springs Extension
(Brightwater Boulevard/Creek Bend to Sam Bass Road)



Wyoming Springs Extension
(Brightwater Boulevard/Creek Bend to Sam Bass Road)



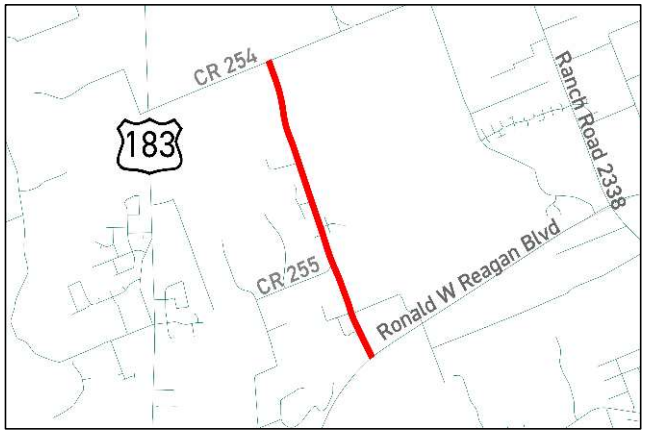
Wyoming Springs Extension
(Brightwater Boulevard/Creek Bend to Sam Bass Road)



CR 255 (Road and Bridge Funded)
(CR 254 to Ronald Reagan Boulevard)

Anticipated Completion

Summer 2026



Original Contract Price = $20,847,300.93

Total Change Orders to Date = -$13,235.52

Adjusted Contract Price = $20,834,065.41

Expenditures to Date = $9,725,036.87 (47%)

CR 255 (Road and Bridge Funded)
(CR 254 to Ronald Reagan Boulevard)



CR 255 (Road and Bridge Funded)
(CR 254 to Ronald Reagan Boulevard)



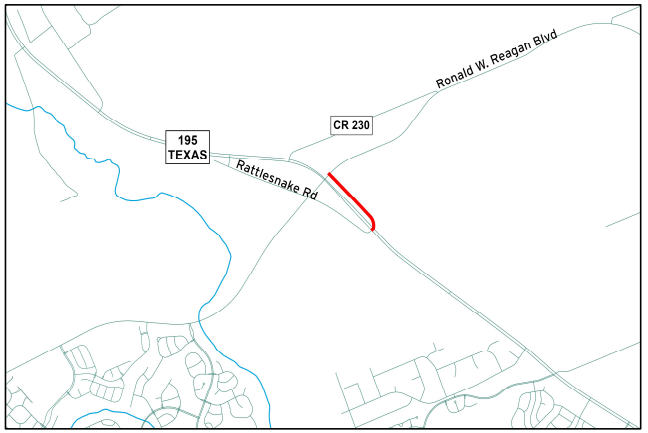
CR 255 (Road and Bridge Funded)
(CR 254 to Ronald Reagan Boulevard)



SH 195 at Ronald Reagan Boulevard
(Single Ramp at Ronald Reagan Boulevard)

Anticipated Completion

Summer 2026



Original Contract Price = $3,608,141.00

Total Change Orders to Date = $0.00

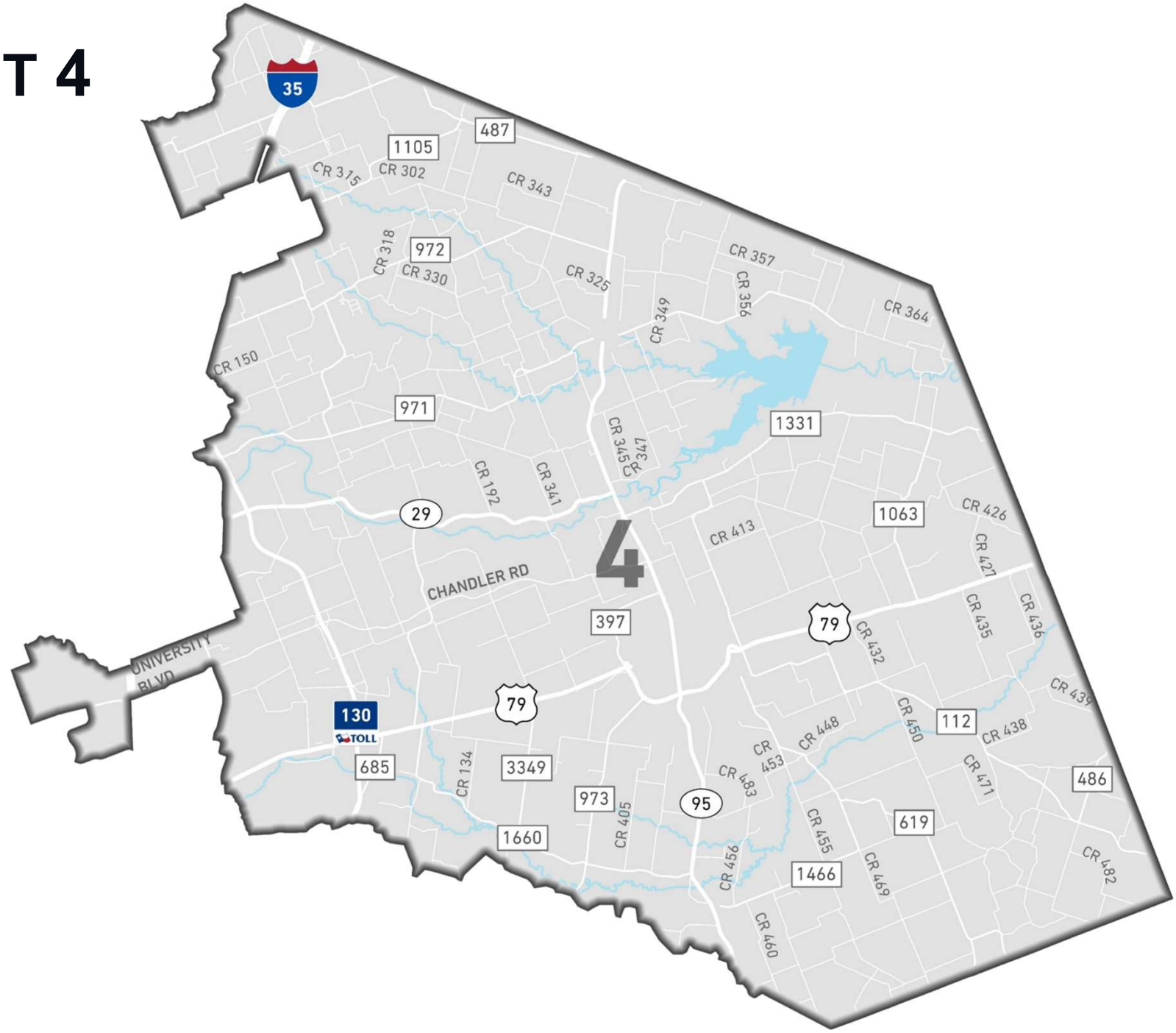
Adjusted Contract Price = $0.00

Expenditures to Date = $0.00 (0%)

SH 195 at Ronald Reagan Boulevard
(Single Ramp at Ronald Reagan Boulevard)



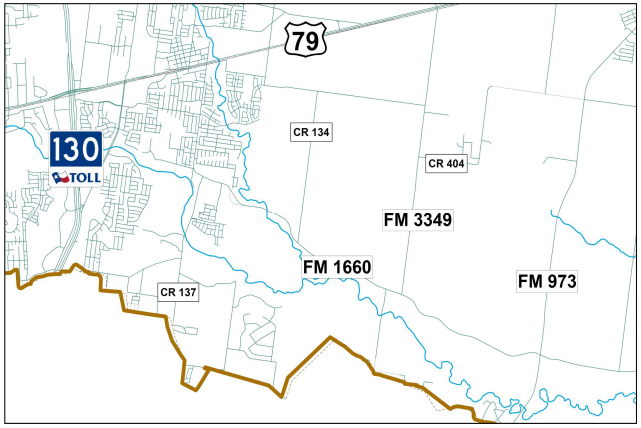
PRECINCT 4


35
487
1105
CR 315
CR 302
CR 343
CR 318
972
CR 330
CR 325
CR 357
CR 356
CR 364
CR 349
CR 150
971
1331
CR 345
CR 347
CR 192
CR 341
29
4
CR 413
1063
CR 426
CR 421
CHANDLER RD
397
79
CR 432
CR 435
CR 436
UNIVERSITY BLVD
130
TOLL
79
CR 439
CR 450
112
CR 438
CR 448
CR 453
685
CR 134
3349
CR 483
CR 471
486
973
95
CR 405
CR 455
619
1660
CR 456
1466
CR 469
CR 482
CR 460

East Wilco Highway - Segment 2
(CR 137 South of Hutto to CR 404)

Anticipated Completion

Summer 2028



Original contract amount = $64,407,606.63

Total change orders = -$1,907,404.64

Adjusted contract price = $62,500,201.99

Expenditures to date = $35,528,461.02 (57%)

East Wilco Highway - Segment 2
(CR 137 South of Hutto and CR 404)



East Wilco Highway - Segment 2
(CR 137 South of Hutto and CR 404)



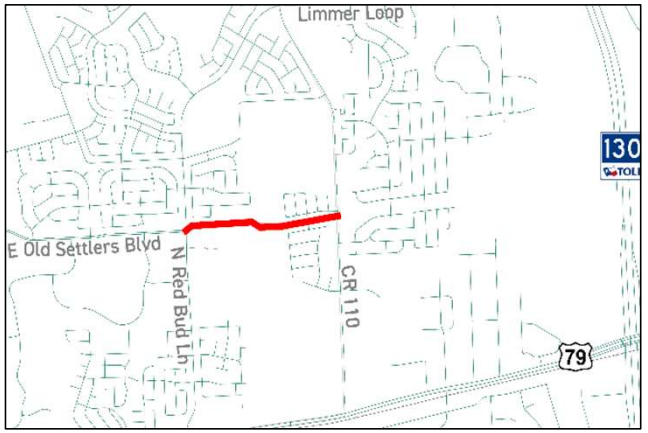
East Wilco Highway - Segment 2
(CR 137 South of Hutto and CR 404)



Old Settlers Boulevard
(North Red Bud Lane/CR 122 to CR 110)

Anticipated Completion

Fall 2025



Partnership with the City of Round Rock

Original Contract Amount = $14,920,847.10

Construction is managed by the City of Round Rock

Old Settlers Boulevard
(North Red Bud Lane/CR 122 to CR 110)



Old Settlers Boulevard
(North Red Bud Lane/CR 122 to CR 110)



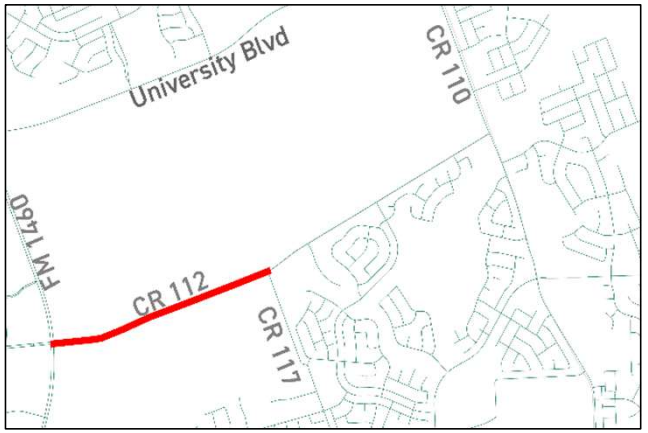
Old Settlers Boulevard
(North Red Bud Lane/CR 122 to CR 110)



CR 112 Widening
(FM 1460/A.W. Grimes to CR 117)

Anticipated Completion

Late 2026



Partnership with the City of Round Rock

Original Contract Amount = $13,119,712.35

Construction is managed by the City of Round Rock

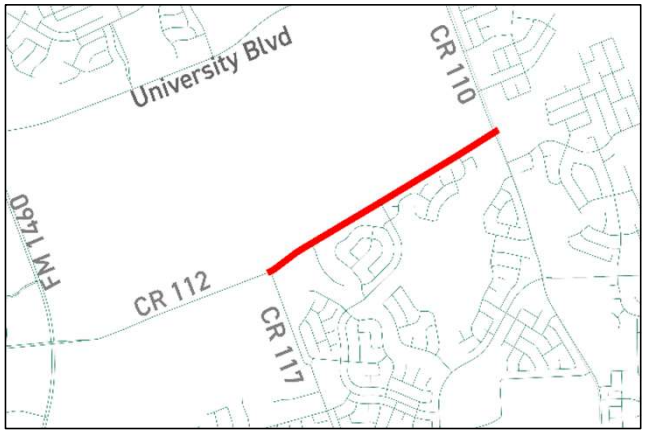
CR 112 Widening
(FM 1460/A.W. Grimes to CR 117)



CR 112 Widening
(CR 117 to CR 110)

Anticipated Completion

Late 2026



Partnership with the City of Round Rock

Original Contract Amount = $20,434,128.40

Construction is managed by the City of Round Rock

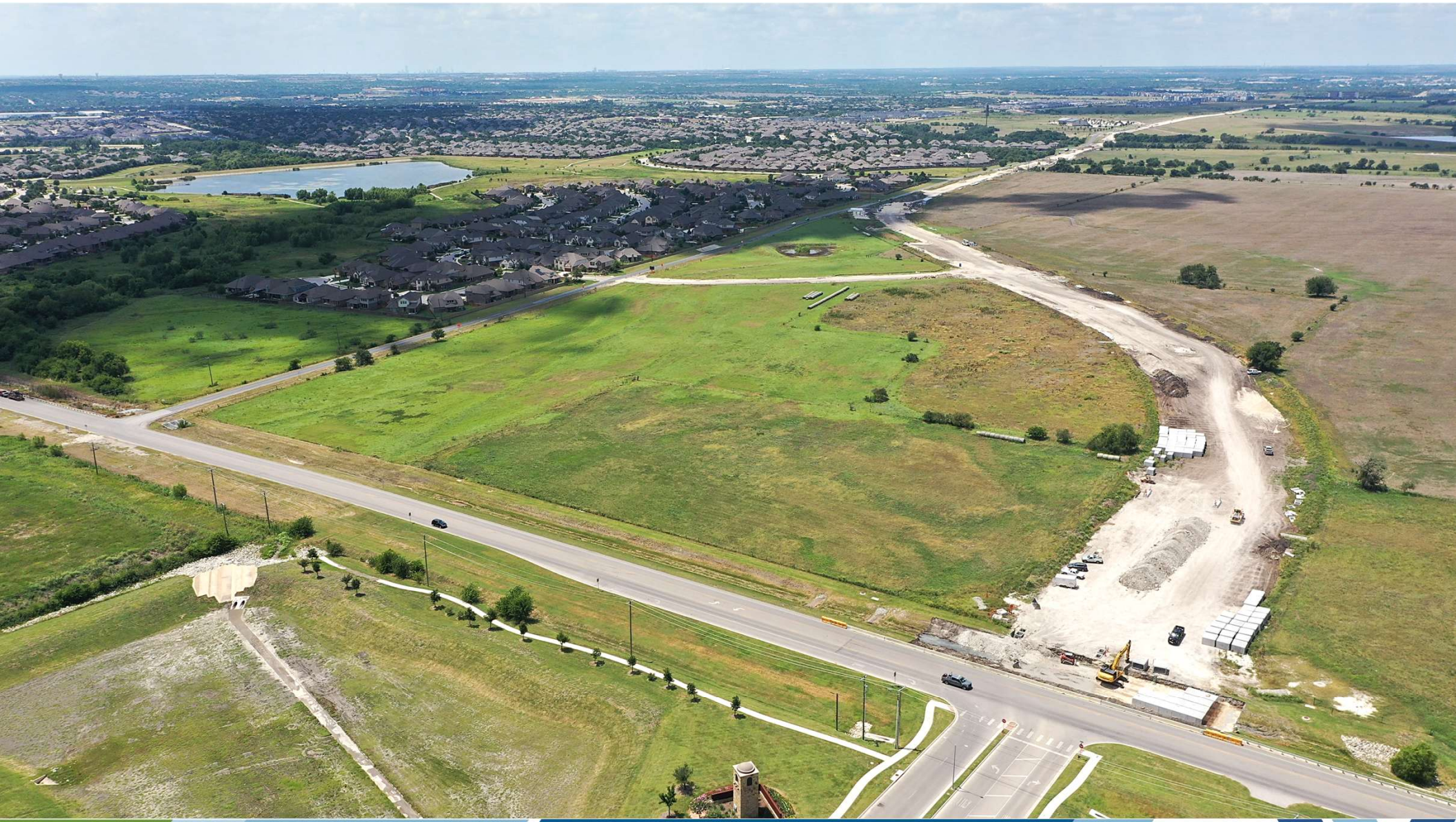
CR 112 Widening
(CR 117 to CR 110)



CR 112 Widening
(CR 117 to CR 110)



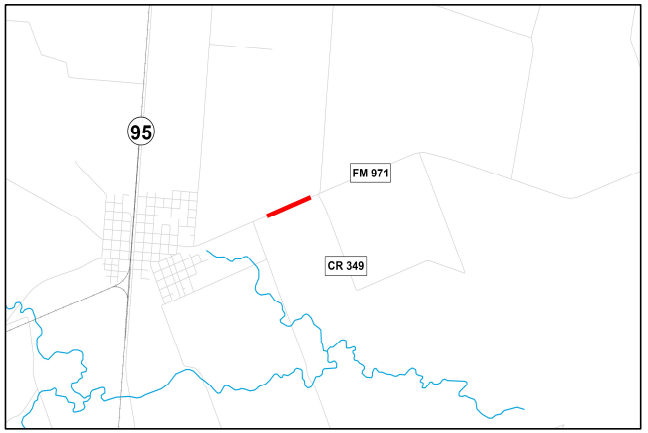
CR 112 Widening
(CR 117 to CR 110)



FM 971
(Future Granger High School Turn Lanes)

Anticipated Completion

Early 2026



Original Contract Price = $1,161,629.00

Total Change Orders to Date = $0.00

Adjusted Contract Price = $0.00

Expenditures to Date = $0.00 (0%)

FM 971
(Future Granger High School Turn Lanes)



ROAD BOND PROGRAM

Construction Summary Report

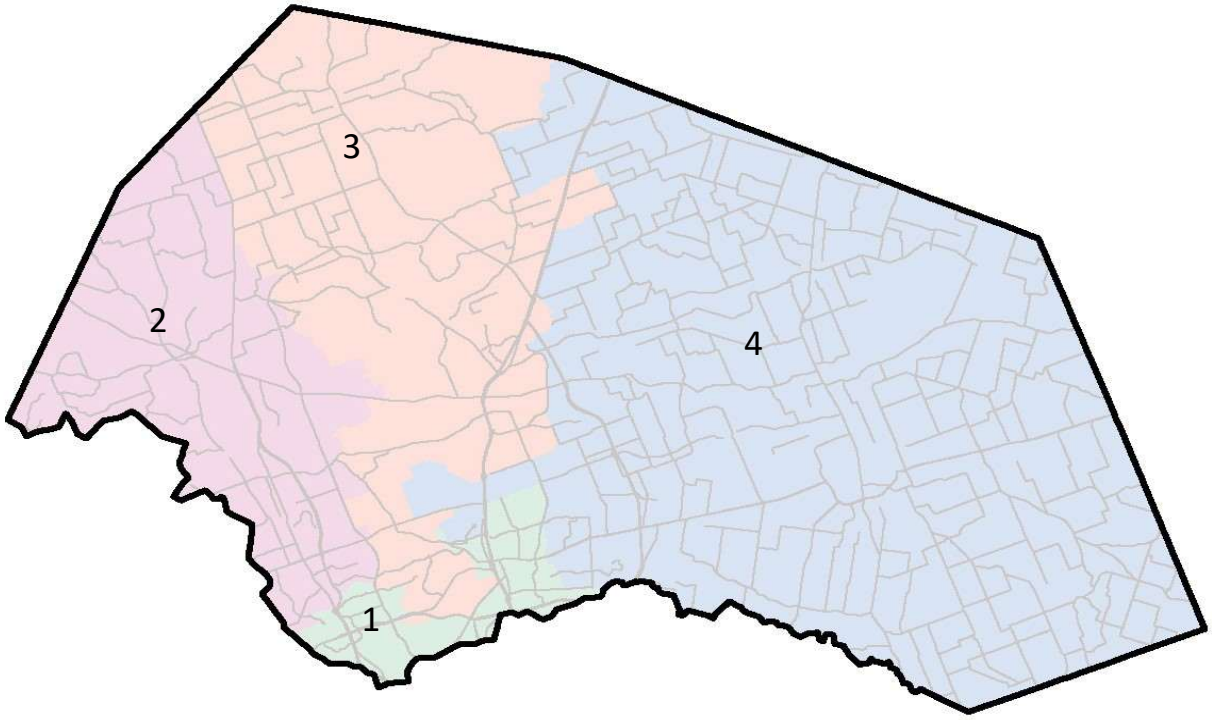
County Judge
Steven Snell

Commissioners
Terry Cook
Cynthia Long
Valerie Covey
Russ Boles

July 2025

WWW.WILCOTX.GOV

Volume XXX - Issue No.7



Presented By: HNTB

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Bagdad Road ROW Clearing **17**

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Bud Stockton at FM 487 Traffic Signal **35**

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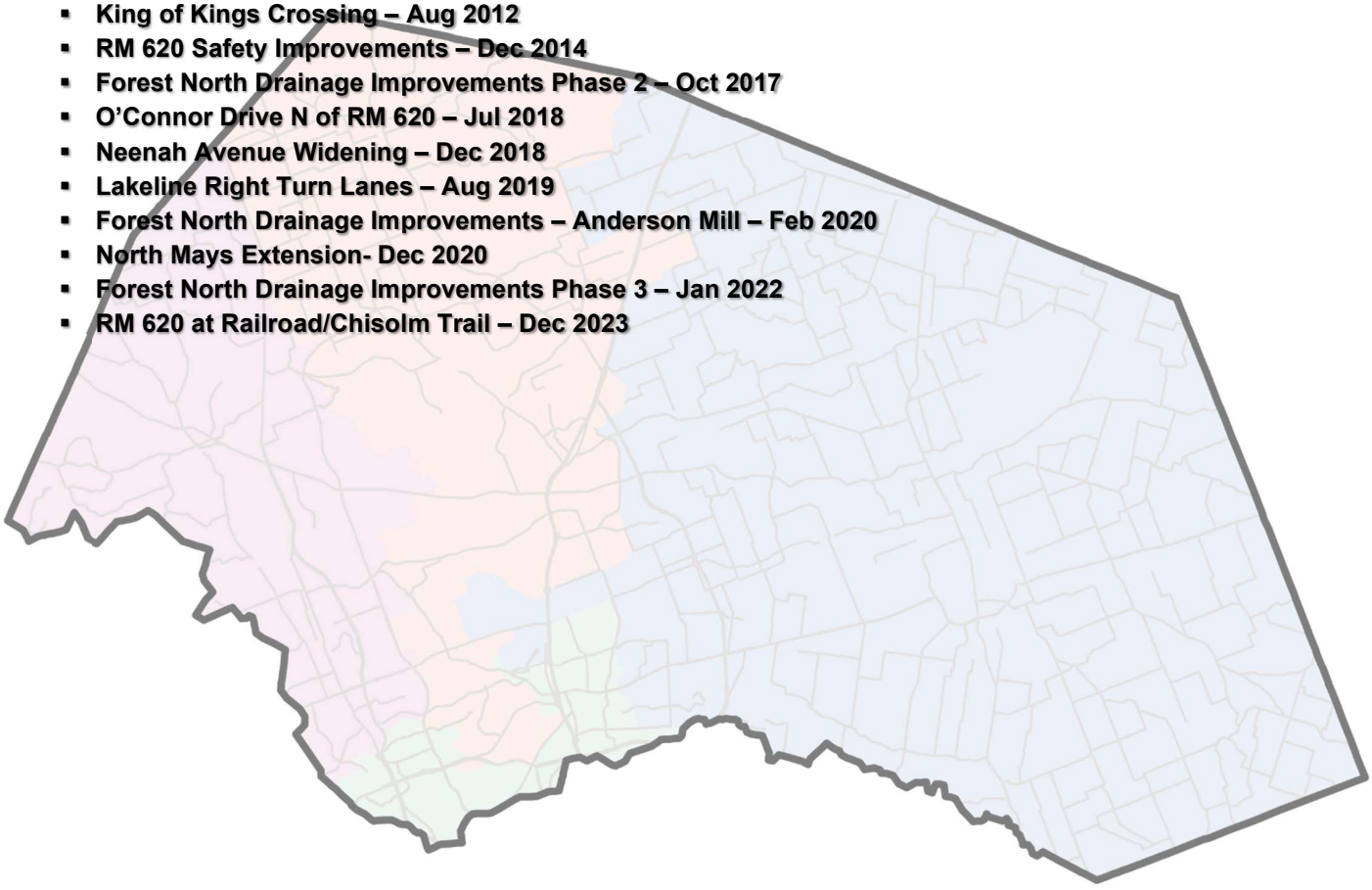
WILLIAMSON COUNTY
ROAD BOND PROGRAM

COMPLETED PROJECTS

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF JUNE 2025

Precinct 1

- **Pond Springs Road (signal) – Apr 2002**
- **McNeil Road, Phase 1 – Jan 2005**
- **McNeil Road, Phase 2 – Feb 2007**
- **RM 620, Phase 1 – Jan 2009**
- **Pond Springs Road – Sep 2010**
- **County Road 174 at Brushy Creek – Jun 2011**
- **O'Connor Drive Extension – Apr 2012**
- **King of Kings Crossing – Aug 2012**
- **RM 620 Safety Improvements – Dec 2014**
- **Forest North Drainage Improvements Phase 2 – Oct 2017**
- **O'Connor Drive N of RM 620 – Jul 2018**
- **Neenah Avenue Widening – Dec 2018**
- **Lakeline Right Turn Lanes – Aug 2019**
- **Forest North Drainage Improvements – Anderson Mill – Feb 2020**
- **North Mays Extension- Dec 2020**
- **Forest North Drainage Improvements Phase 3 – Jan 2022**
- **RM 620 at Railroad/Chisolm Trail – Dec 2023**



WILLIAMSON COUNTY
ROAD BOND PROGRAM

COMPLETED PROJECTS

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF JUNE 2025

Precinct 2

- **RM 1869 at SH 29 (signal) – Aug 2002**
- **River Bend Oaks – Feb 2003**
- **County Road 175 – Jun 2003**
- **County Road 200 – Sep 2003**
- **Ronald Reagan Blvd, South Ph. 1 – Dec 2004**
- **County Road 214 – Feb 2005**
- **County Road 258 – Sep 2006**
- **San Gabriel Pkwy, Ph. 1 – Feb 2007**
- **Ronald Reagan Blvd North Ph. 1 – Mar 2007**
- **Lakeline Blvd – Jul 2007**
- **Ronald Reagan Blvd South Ph. 2 – Feb 2008**
- **US 183 at CR 274 – Feb 2008**
- **County Road 175 Phase 2A – Jan 2010**
- **US 183 at FM 3405 Traffic Signal – Mar 2010**
- **US 183 at FM 3405 Left Turn Lanes – May 2010**
- **County Road 214 Phase 2A – Jan 2011**
- **San Gabriel Parkway Ph. 2 – Oct 2011**
- **US 183 (PTF) – Apr 2012**
- **SH 29 TWLTL Liberty Hill – Dec 2012**
- **Hero Way – Feb 2013**
- **County Roads 260/266 – Apr 2013**
- **County Road 277 – Jul 2014**
- **Lakeline Blvd at US 183 – Nov 2014**
- **Lakeline Blvd Ph. 2 – Apr 2015**
- **County Road 258 – Jul 2017**
- **County Road 200 at Bold Sundown – Oct 2018**
- **Ronald Reagan at Santa Rita Ranch – Feb 2019**
- **CR 200 at SH 29 / Loop 332 – Jul 2019**
- **Bagdad Road (CR 279) at CR 278 (River Ranch County Park Road) – Feb 2020**
- **San Gabriel Ranch Road Bridge – Mar 2020**
- **Corridor F / US 183 Planning - Jan 2021**
- **Seward Junction Improvements – Mar 2021**
- **Ronald Reagan Blvd Widening (Temporary Signals) at Santa Rita Blvd – Feb 2022**
- **CR 200 (CMTA Railroad to CR 201) – Oct 2022**
- **Ronald Reagan Safety Improvements – July 2023**
- **CR 258 Extension – Dec 2023**
- **Bagdad Road / CR 279 (ROW Clearing) – Apr 2025**

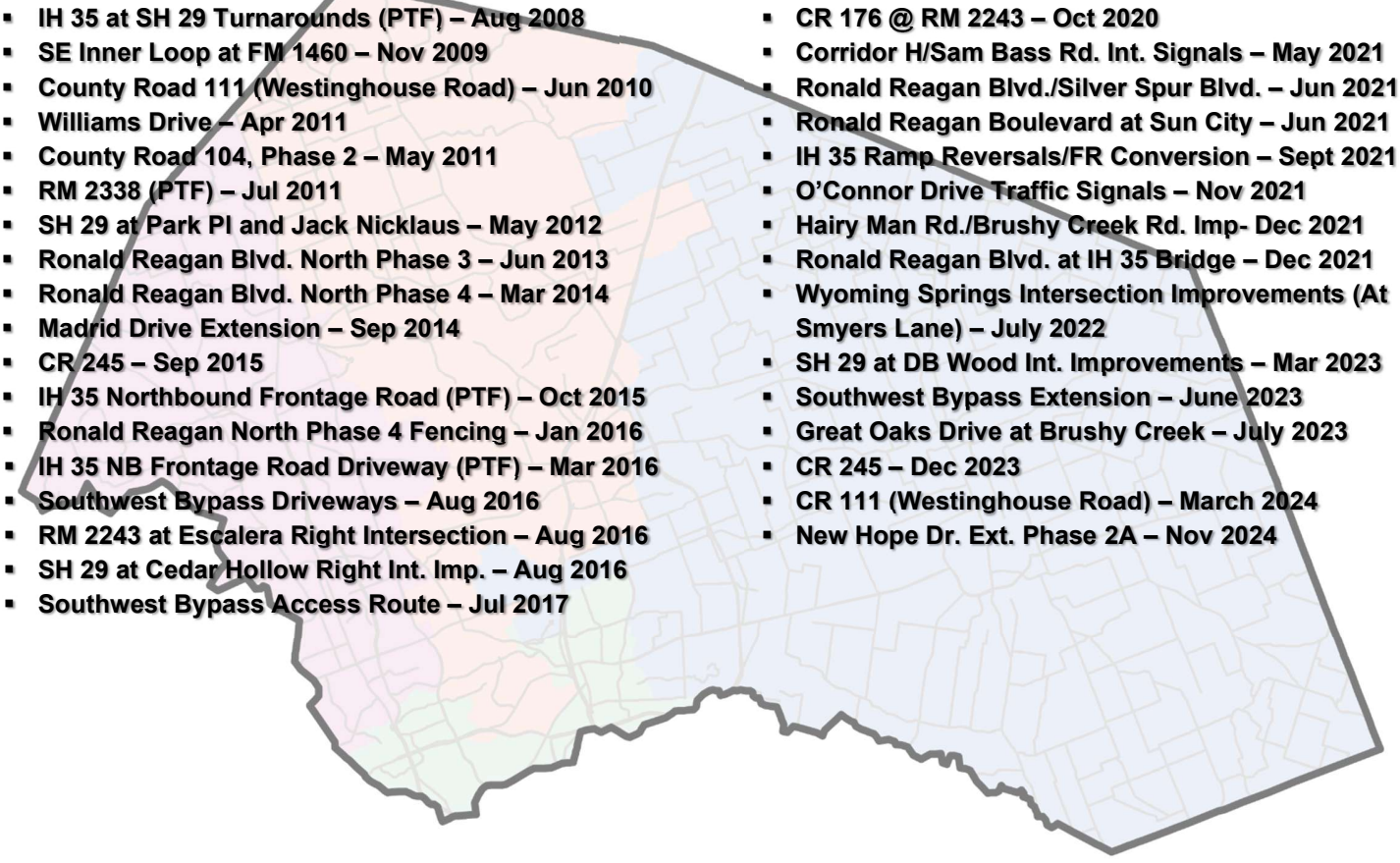
WILLIAMSON COUNTY
ROAD BOND PROGRAM

COMPLETED PROJECTS

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF JUNE 2025

Precinct 3

- Cedar Hollow at SH 29 (signal) – Aug 2002
- Georgetown Inner Loop Project 2 – Aug 2003
- Georgetown Inner Loop Project 1 – Jun 2004
- Georgetown Inner Loop East Extension – Sep 2004
- County Road 152 Bridge Replacement – Sep 2004
- Inner Loop East (CR 151 to Bus 35) – Oct 2005
- Ronald Reagan Blvd North, Ph. 2 – May 2008
- 12" Water Main Relo. for SH 29 Widening – Jun 2008
- SH 29 / CR 104, Ph. 1 – Jul 2008
- IH 35 at SH 29 Turnarounds (PTF) – Aug 2008
- SE Inner Loop at FM 1460 – Nov 2009
- County Road 111 (Westinghouse Road) – Jun 2010
- Williams Drive – Apr 2011
- County Road 104, Phase 2 – May 2011
- RM 2338 (PTF) – Jul 2011
- SH 29 at Park Pl and Jack Nicklaus – May 2012
- Ronald Reagan Blvd. North Phase 3 – Jun 2013
- Ronald Reagan Blvd. North Phase 4 – Mar 2014
- Madrid Drive Extension – Sep 2014
- CR 245 – Sep 2015
- IH 35 Northbound Frontage Road (PTF) – Oct 2015
- Ronald Reagan North Phase 4 Fencing – Jan 2016
- IH 35 NB Frontage Road Driveway (PTF) – Mar 2016
- Southwest Bypass Driveways – Aug 2016
- RM 2243 at Escalera Right Intersection – Aug 2016
- SH 29 at Cedar Hollow Right Int. Imp. – Aug 2016
- Southwest Bypass Access Route – Jul 2017
- Pearson Ranch Road – Oct 2017
- Arterial H Extension Phase I– Feb 2018
- Relo. of Williamson County Regional WL – Apr 2018
- RM 620 Phase 2 – Jul 2018
- Southwest Bypass Segment 1 – Sept 2018
- Inner Loop Improvements – Dec 2018
- Neenah Ave./Pearson Ranch Rd. Signal – Jan 2019
- Southwest Bypass Segment 2 – Jan 2020
- Great Oaks Dr. Water Line Relocations – Jun 2020
- CR 176 @ RM 2243 – Oct 2020
- Corridor H/Sam Bass Rd. Int. Signals – May 2021
- Ronald Reagan Blvd./Silver Spur Blvd. – Jun 2021
- Ronald Reagan Boulevard at Sun City – Jun 2021
- IH 35 Ramp Reversals/FR Conversion – Sept 2021
- O'Connor Drive Traffic Signals – Nov 2021
- Hairy Man Rd./Brushy Creek Rd. Imp- Dec 2021
- Ronald Reagan Blvd. at IH 35 Bridge – Dec 2021
- Wyoming Springs Intersection Improvements (At Smyers Lane) – July 2022
- SH 29 at DB Wood Int. Improvements – Mar 2023
- Southwest Bypass Extension – June 2023
- Great Oaks Drive at Brushy Creek – July 2023
- CR 245 – Dec 2023
- CR 111 (Westinghouse Road) – March 2024
- New Hope Dr. Ext. Phase 2A – Nov 2024



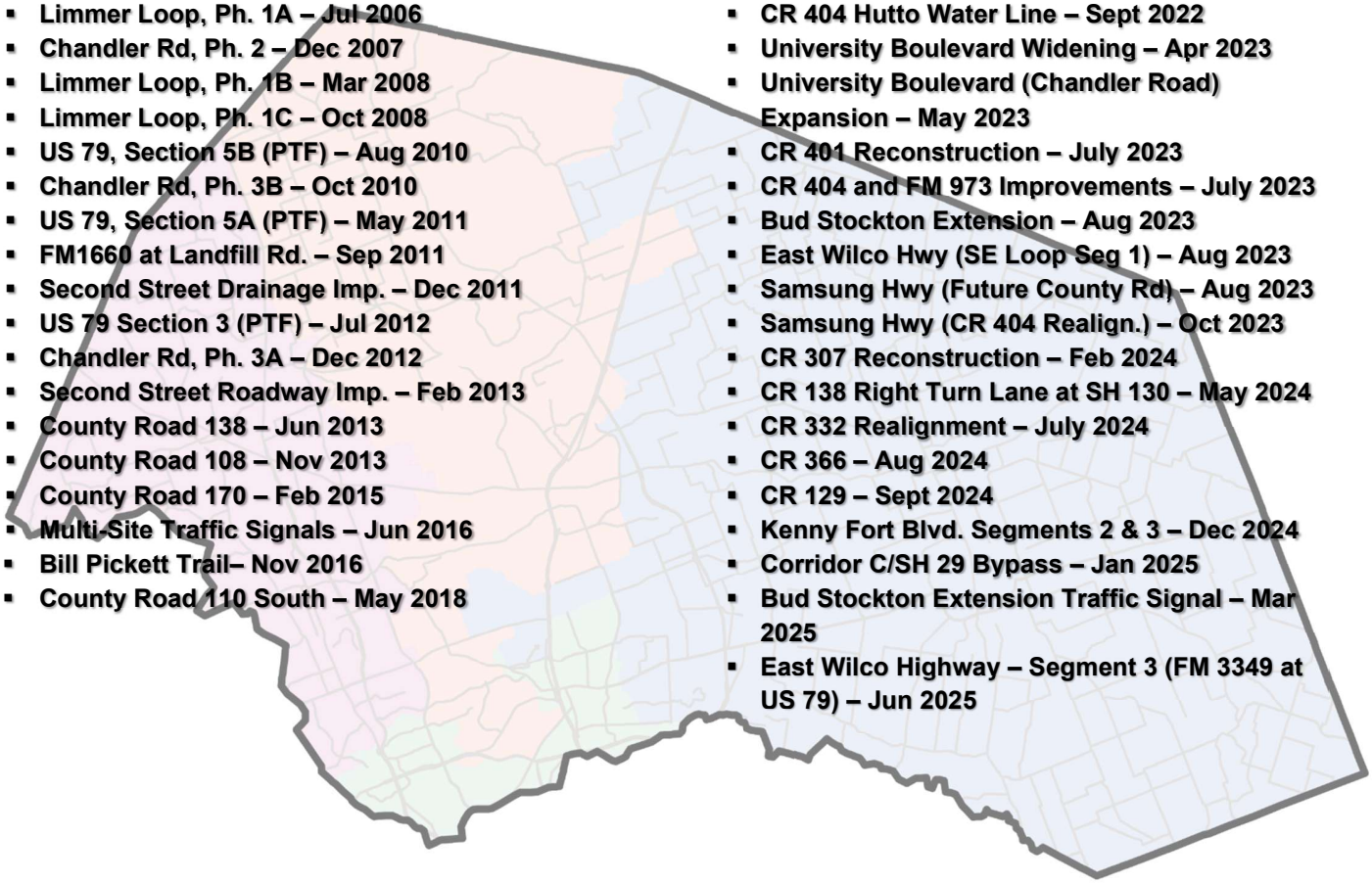
WILLIAMSON COUNTY
ROAD BOND PROGRAM

COMPLETED PROJECTS

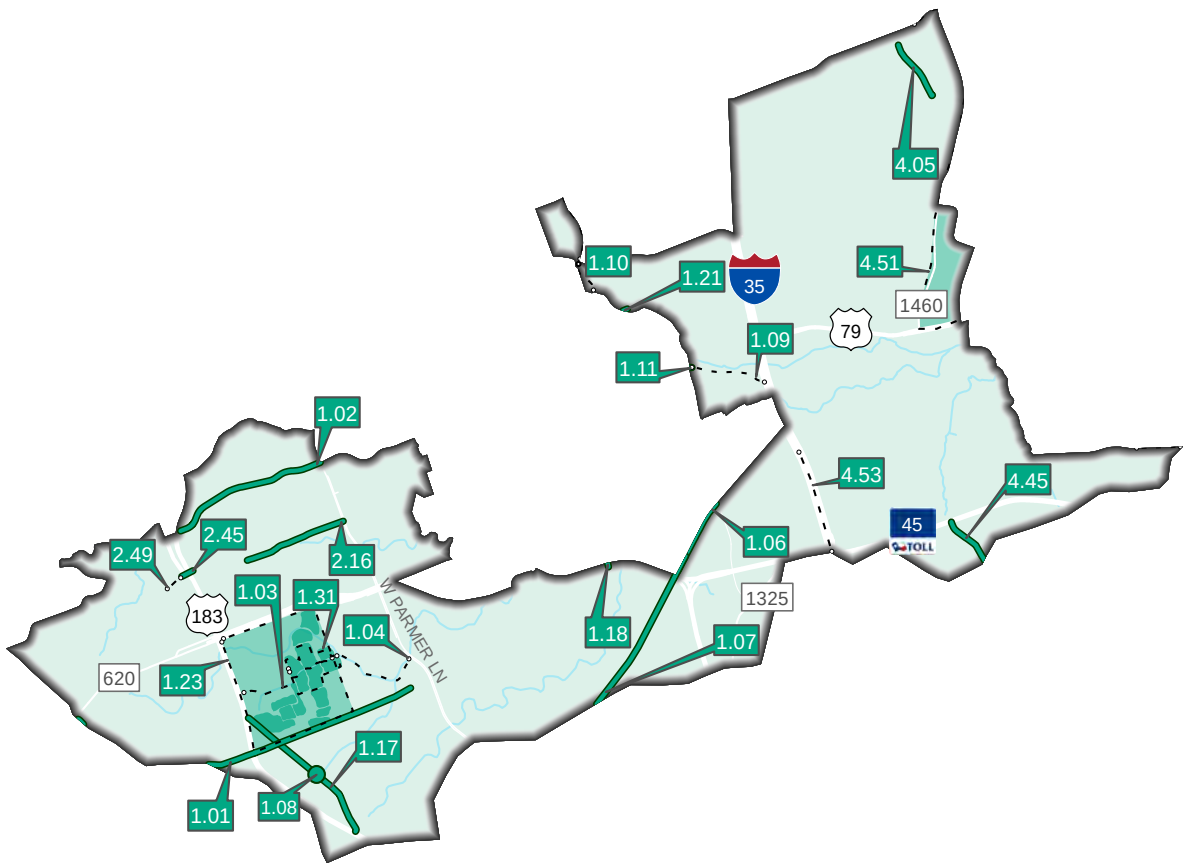
CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF JUNE 2025

Precinct 4

- Bridge RPLs (CR 390, 406 & 427) – Nov 2002
- County Road 368 and 369 – Nov 2002
- County Road 412 – Aug 2003
- County Road 300 and 301 – Dec 2003
- County Road 424 Bridge RPL – Jan 2004
- Chandler Rd. Extension, Ph. 1 – Mar 2005
- County Road 112, Ph. 1 – Aug 2005
- County Road 137 – Oct 2005
- Limmer Loop, Ph. 1A – Jul 2006
- Chandler Rd, Ph. 2 – Dec 2007
- Limmer Loop, Ph. 1B – Mar 2008
- Limmer Loop, Ph. 1C – Oct 2008
- US 79, Section 5B (PTF) – Aug 2010
- Chandler Rd, Ph. 3B – Oct 2010
- US 79, Section 5A (PTF) – May 2011
- FM1660 at Landfill Rd. – Sep 2011
- Second Street Drainage Imp. – Dec 2011
- US 79 Section 3 (PTF) – Jul 2012
- Chandler Rd, Ph. 3A – Dec 2012
- Second Street Roadway Imp. – Feb 2013
- County Road 138 – Jun 2013
- County Road 108 – Nov 2013
- County Road 170 – Feb 2015
- Multi-Site Traffic Signals – Jun 2016
- Bill Pickett Trail– Nov 2016
- County Road 110 South – May 2018
- County Road 119 – Mar 2019
- County Road 110 Middle – Oct 2020
- CR Paving (401, 402 & 404) – Nov 2021
- Thrall Project (S. Bounds Street) – Jan 2022
- Bartlett Project (Cotrell Street) – Feb 2022
- County Road 101 – Feb 2022
- Davilla Street Culvert Re – June 2022
- Coupland Project – June 2022
- CR 404 Hutto Water Line – Sept 2022
- University Boulevard Widening – Apr 2023
- University Boulevard (Chandler Road) Expansion – May 2023
- CR 401 Reconstruction – July 2023
- CR 404 and FM 973 Improvements – July 2023
- Bud Stockton Extension – Aug 2023
- East Wilco Hwy (SE Loop Seg 1) – Aug 2023
- Samsung Hwy (Future County Rd) – Aug 2023
- Samsung Hwy (CR 404 Realign.) – Oct 2023
- CR 307 Reconstruction – Feb 2024
- CR 138 Right Turn Lane at SH 130 – May 2024
- CR 332 Realignment – July 2024
- CR 366 – Aug 2024
- CR 129 – Sept 2024
- Kenny Fort Blvd. Segments 2 & 3 – Dec 2024
- Corridor C/SH 29 Bypass – Jan 2025
- Bud Stockton Extension Traffic Signal – Mar 2025
- East Wilco Highway – Segment 3 (FM 3349 at US 79) – Jun 2025



2000/2006 Road Bond Program Projects
Precinct 1 - Commissioner Cook



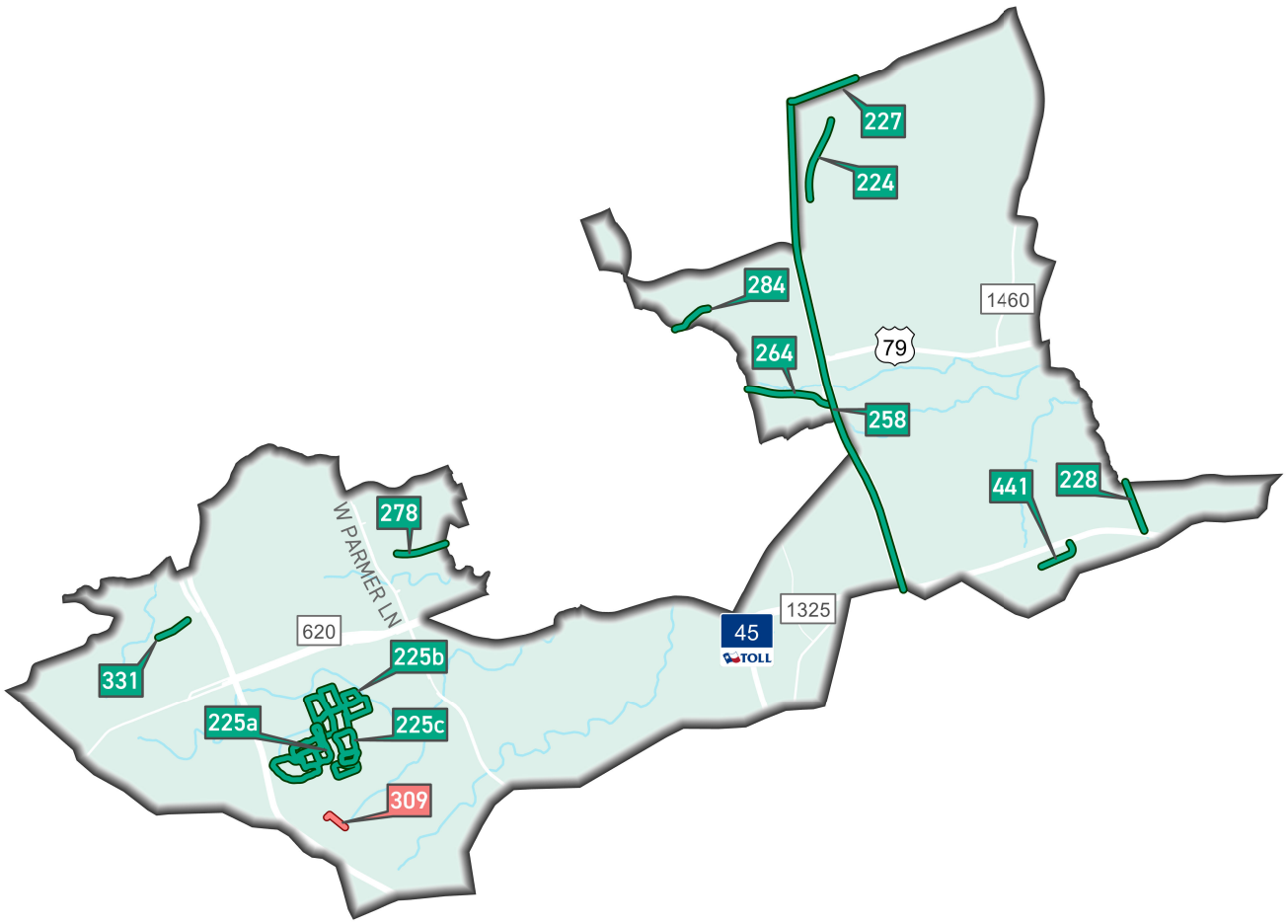
Completed/Open to Traffc

1.01 Anderson Mill Rd.
1.02 Avery Ranch Blvd. (183 to Parmer Lane)
1.03 Lake Creek Drainage - Phase 1 ----
1.04 Lake Creek Drainage - Phase 2 ----
1.06 McNeil Road - Phase 1
1.07 McNeil Road - Phase 2
1.08 Pond Springs at Turtle Rock Signal
1.09 RM 620 Feasibility ----
1.10 Wyoming Springs North ----
1.11 RM 620 Interim Improvements - Phase 1
1.17 Pond Springs Road
1.18 O'Connor Overpass at SH 45
1.21 CR 174 (Hairy Man Rd.) Bridge Rail Rehab
1.23 Forest North Drainage Improvements - Phase 1
1.31 Forest North Drainage Improvements - Phase 2
1.31 Forest North Drainage Improvements - Phase 3
2.16 Lakeline Blvd. (Lyndhurst to Parmer Lane)
2.45 Lakeline Blvd. at US 183
2.49 Lakeline Blvd. Right Turn Lanes ----
4.05 CR 112 - Phase 1
4.45 CR 170
4.53 IH 35 Operational Analysis ----

---- Study

2013 ROAD BOND PROGRAM PROJECTS

Precinct 1 - Commissioner Cook



In Design

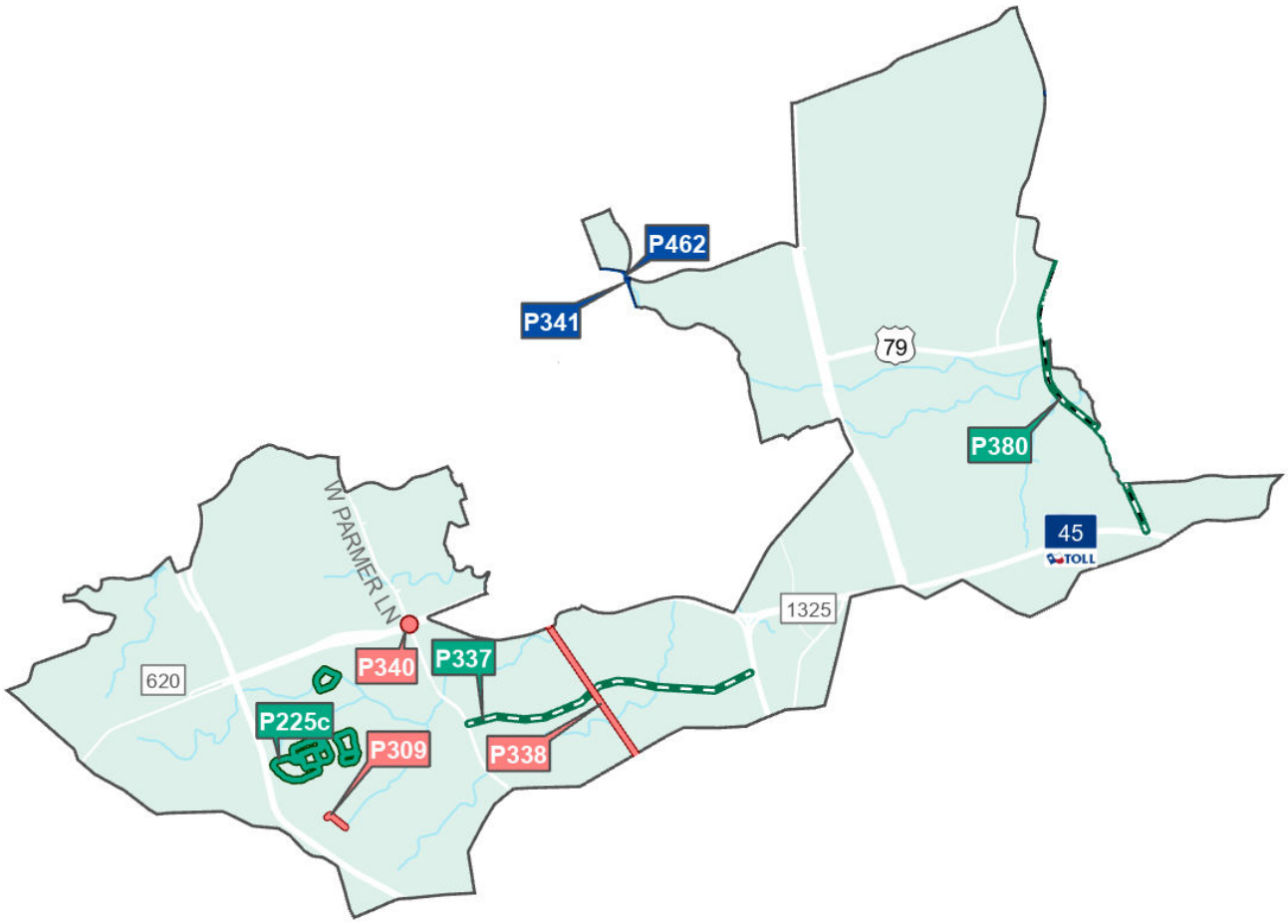
309 Pond Springs Road Area Drainage Improvements

Completed/Open to Traffic

224 North Mays Street Extension (Paloma Drive to Oakmont Drive)
225a Forest North Drainage Improvements Anderson Mill Zone
225b Forest North Drainage Improvements Phase 2
225c Forest North Drainage Improvements Phase 3 (Design)
227 University Boulevard Widening (IH 35 to Sunrise Road)
228 Kenney Fort Blvd Segments 2 and 3 (Forest Creek Boulevard to SH 45)
258 IH 35 Corridor Operational Analysis (SH 45 to RM 1431)
264 RM 620 at Railroad / Chisholm Trail (IH 35 Frontage Road to Deep Wood Drive)
278 Neenah Avenue Widening (Olive Hill Drive to 0.5 miles east of Olive Hill Drive)
284 Hairy Man Road/Brushy Creek Road Safety Improvements (Brushy Bend to Sam Bass Road)
331 Lakeline Boulevard Right Turn Lanes
441 Roundville Lane (A.W. Grimes Boulevard to EBFR of SH 45)

2019 ROAD BOND PROGRAM PROJECTS

Precinct 1 - Commissioner Cook



In Design

309 Pond Springs Road Area Drainage Improvements
338 Robinson Ranch Road (SH 45/RM 620 to McNeil Road)
340 Parmer Lane at SH 45 Interchange

Under Construction/Bidding

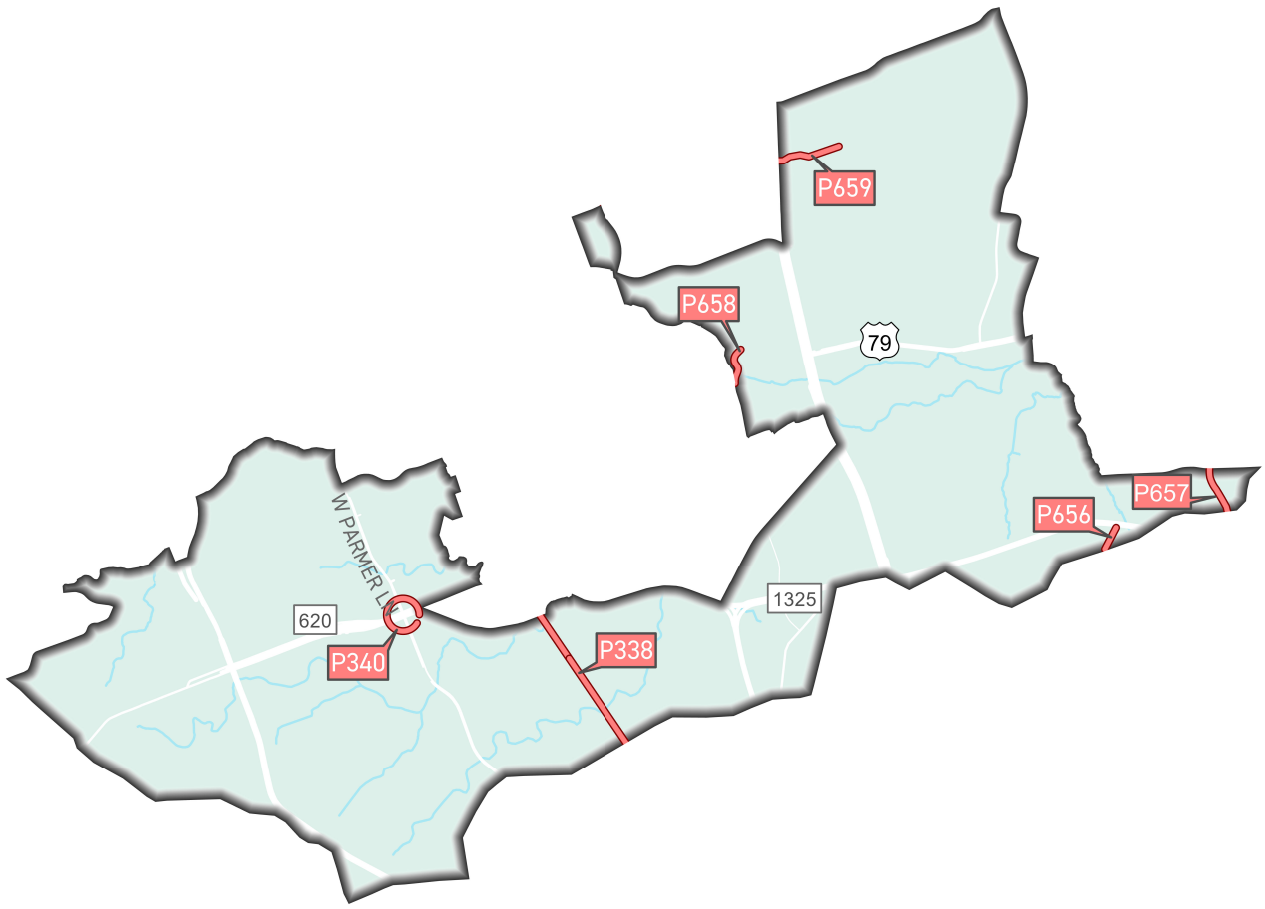
341 Wyoming Springs Extension (Brightwater Boulevard/Creek Bend to Sam Bass Road)
462 Corridor H/Sam Bass Road (RM 1431 to Wyoming Springs Drive)

Completed/Open to Traffic

225c Forest North Drainage Improvements Phase 3
337 Anderson Mill Road (FM734 - Loop 1)
380 MoKan (University Boulevard to SH 45)

2023 ROAD BOND PROGRAM PROJECTS

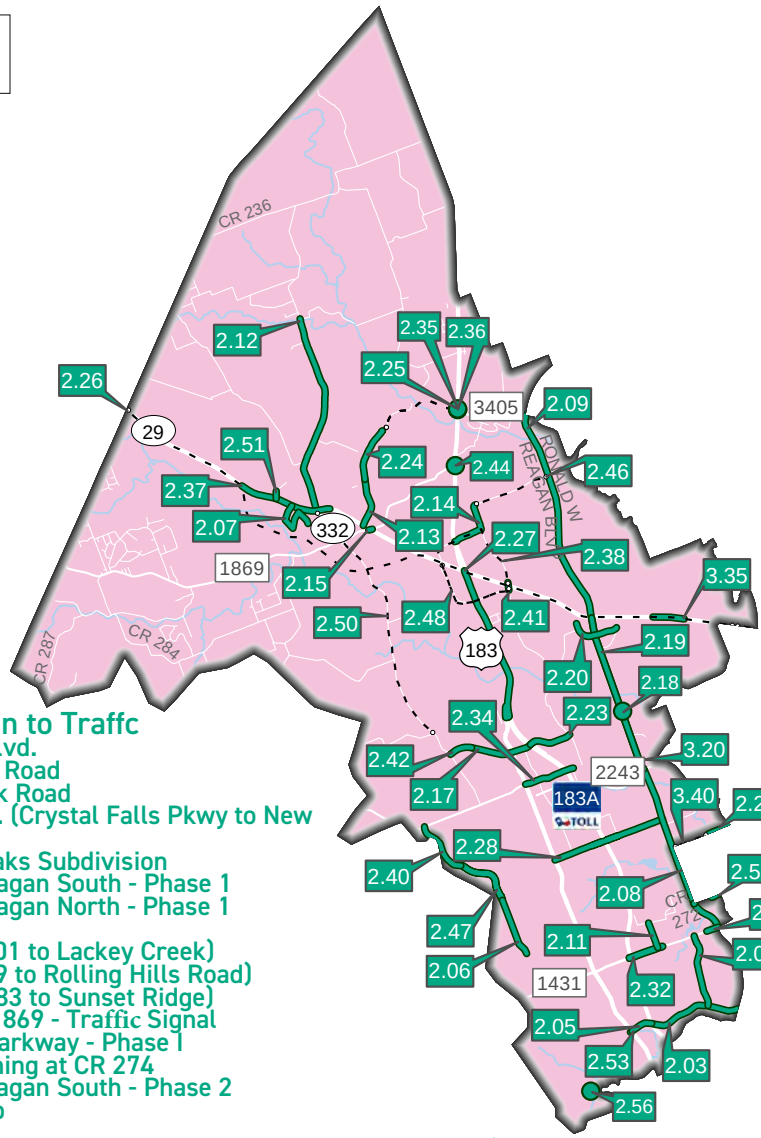
Precinct 1 - Commissioner Cook



In Design

P338 Robinson Ranch Road (SH 45 / RM 620 to McNeil Road)
P340 Parmer Lane at SH 45 (Parmer Lane / SH 45)
P656 Schultz Lane (Louis Henna Blvd to New Meister Lane)
P657 Red Bud Lane Widening (Gattis School Road to Heatherwilde Blvd)
P658 Deepwood Drive (Deepwood Dr to Sam Bass Rd)
P659 Eagles Nest Extension (Cypress Blvd to west of Chisholm Trail Road)

2000/2006 Road Bond Program Projects
Precinct 2 - Commissioner Long

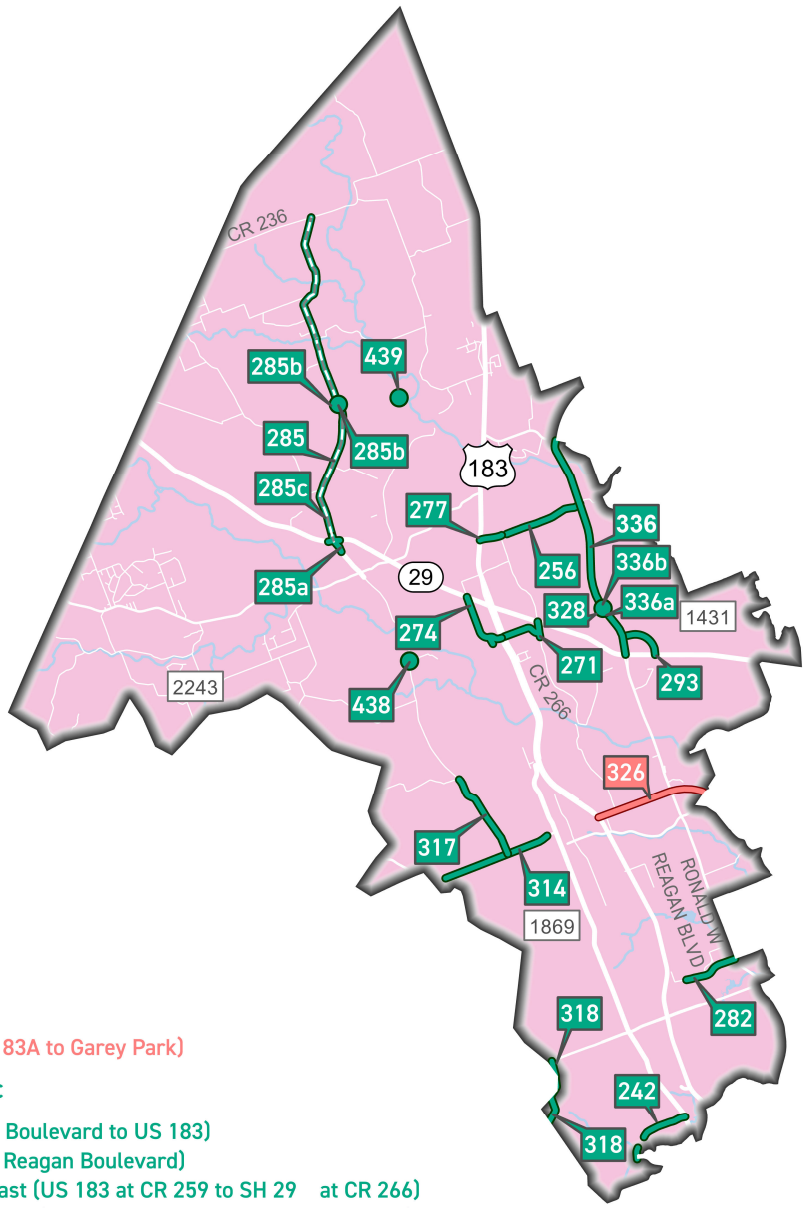


Completed/Open to Traffc

2.01 Vista Ridge Blvd.
2.03 Brushy Creek Road
2.05 Cypress Creek Road
2.06 Lakeline Blvd. (Crystal Falls Pkwy to New Hope Dr)
2.07 River Bend Oaks Subdivision
2.08 Ronald W. Reagan South - Phase 1
2.09 Ronald W. Reagan North - Phase 1
2.11 CR 185
2.12 CR 200 (CR 201 to Lackey Creek)
2.13 CR 214 (SH 29 to Rolling Hills Road)
2.14 CR 258 (US 183 to Sunset Ridge)
2.15 SH 29 at FM 1869 - Traffic Signal
2.17 San Gabriel Parkway - Phase I
2.18 US 183 Widening at CR 274
2.19 Ronald W. Reagan South - Phase 2
2.20 Kau man Loop
2.22 CR 179
2.23 San Gabriel Parkway - Phase 2
2.24 CR 214 - Phase 2A
2.25 CR 214 - Phase 2B Schematic ----
2.26 SH 29 Improvements and Schematic ----
2.27 US 183 (PTF)
2.28 CR 272 Overlay (1st)
2.32 RM 1431
2.34 Hero Way
2.35 US 183 at FM 3405 Traffic Signal
2.36 US 183 at FM 3405 Left Turn Lanes
2.37 SH 29 TWLTL in Liberty Hill
2.38 CR 260 / CR 266 at SH 29
2.40 Lakeline Blvd. Phase 2 (Old Quarry Rd. to Old 2243)
2.41 Seward Junction Improvements ----
2.42 San Gabriel Parkway West
2.44 US 183 at RM 1869
2.46 CR 258 (Sunset Ridge to Reagan Blvd) (Design) ----
2.47 Lakeline Blvd. Phase 3 (Crystal Falls Pkwy. to Old Quarry Rd.)
2.48 Seward Junction Schematic (SE and SW) ----
2.50 Bagdad Rd. North Phase 2 Schematic (CR 280 to SH 29) ----
2.51 CR 277
2.52 RM 1431 at Parmer / Reagan CFI
2.53 Cypress Creek Road at US 183
2.54 CR 272 Overlay
2.56 Cypress Creek Road at Lakeline
2.57 Brushy Creek Road at Parmer Lane
3.20 Ronald W. Reagan South - Phase 2
3.35 SH 29 at Park Place Dr. & Jack Nicklaus Blvd.

2013 ROAD BOND PROGRAM PROJECTS

Precinct 2 - Commissioner Long



In Design

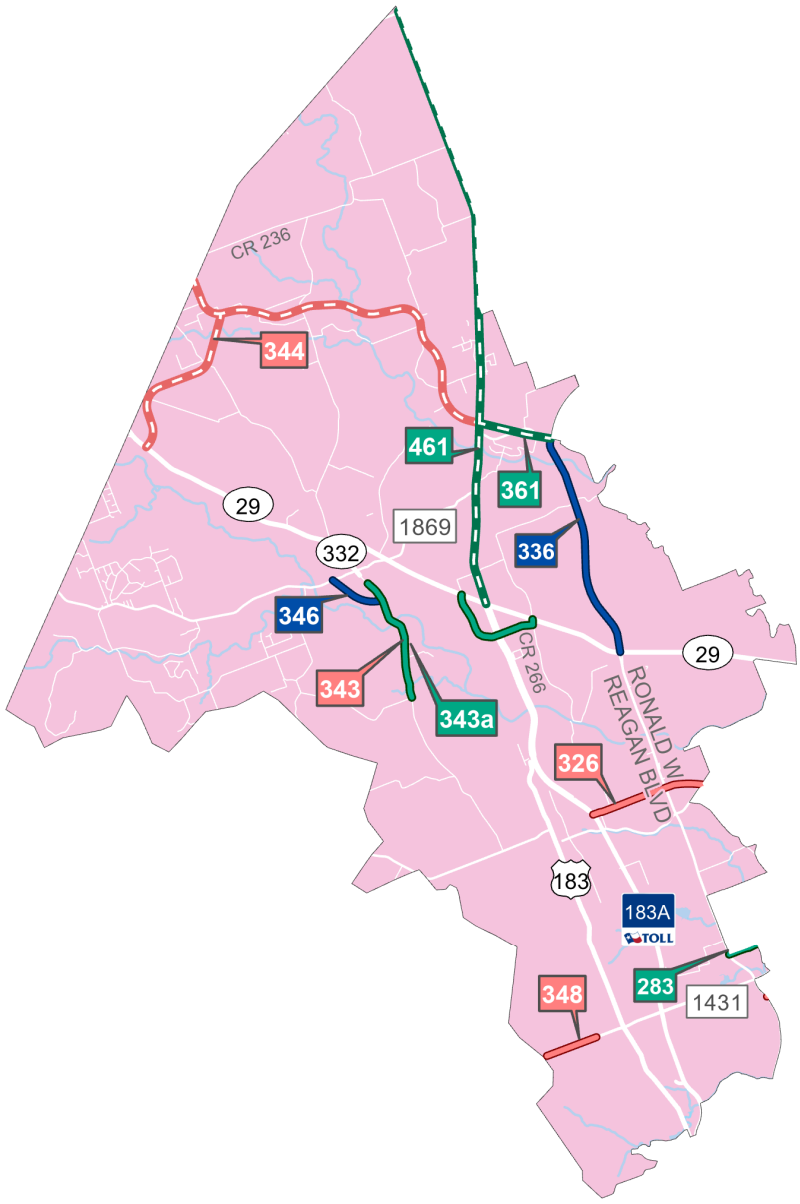
326 RM 2243 Realignment (183A to Garey Park)

Completed/Open to Traffic

242 Little Elm Trail (Lakeline Boulevard to US 183)
256 CR 258 (Sunset Ridge to Reagan Boulevard)
271 Seward Junction Southeast (US 183 at CR 259 to SH 29 at CR 266)
274 Seward Junction Southwest (SH 29 at CR 213 to US 183 at CR 259)
277 CR 258 Extension (US 183 to Sunset Ridge Drive)
282 New Hope Drive Phase 1 (Cottonwood Creek Trail to Ronald Reagan Boulevard)
285 CR 200 Study and Schematic (SH 29 to CR 236)
285a State Highway 29 Intersection at CR 200/Loop 332
285b CR 200 at Bold Sundown Left Turn Lane
285c CR 200 (CMTA Railroad to CR 201)
293 Kauffman Loop Phase 1 - Two Lanes (northeast quadrant of Reagan at SH 29)
314 Old 2243/Hero Way West (Lakeline Boulevard to west of US 183)
317 Bagdad Road North (Collaborative Way to RM 2243)
318 Anderson Mill Road (Gaspar Bend to RM 1431)
328 Ronald Reagan at Santa Rita
336 Ronald Reagan Boulevard Widening (SH 29 to FM 3405) ◦- - -◦
336a Ronald Reagan Boulevard Widening & Temp Signals at Santa Rita Boulevard
336b Ronald Reagan Safety Improvements
438 Bagdad Road (CR 279) at CR 278 (River Ranch County Park Road)
439 San Gabriel Ranch Road Bridge at Lackey Creek

2019 ROAD BOND PROGRAM PROJECTS

Precinct 2 - Commissioner Long



In Design

326 RM 2243 Realignment (183A to Garey Park)
343 Bagdad Road/ CR 279 (Loop 332 to CR 281/ Leander City Limits to Sam Bass Road)
344 Corridor I2 (Burnet County Line to US 183) ◦- - -◦
348 Whitestone Boulevard Widening (West of Anderson Mill to Bagdad Road)

Under Construction/ Bidding

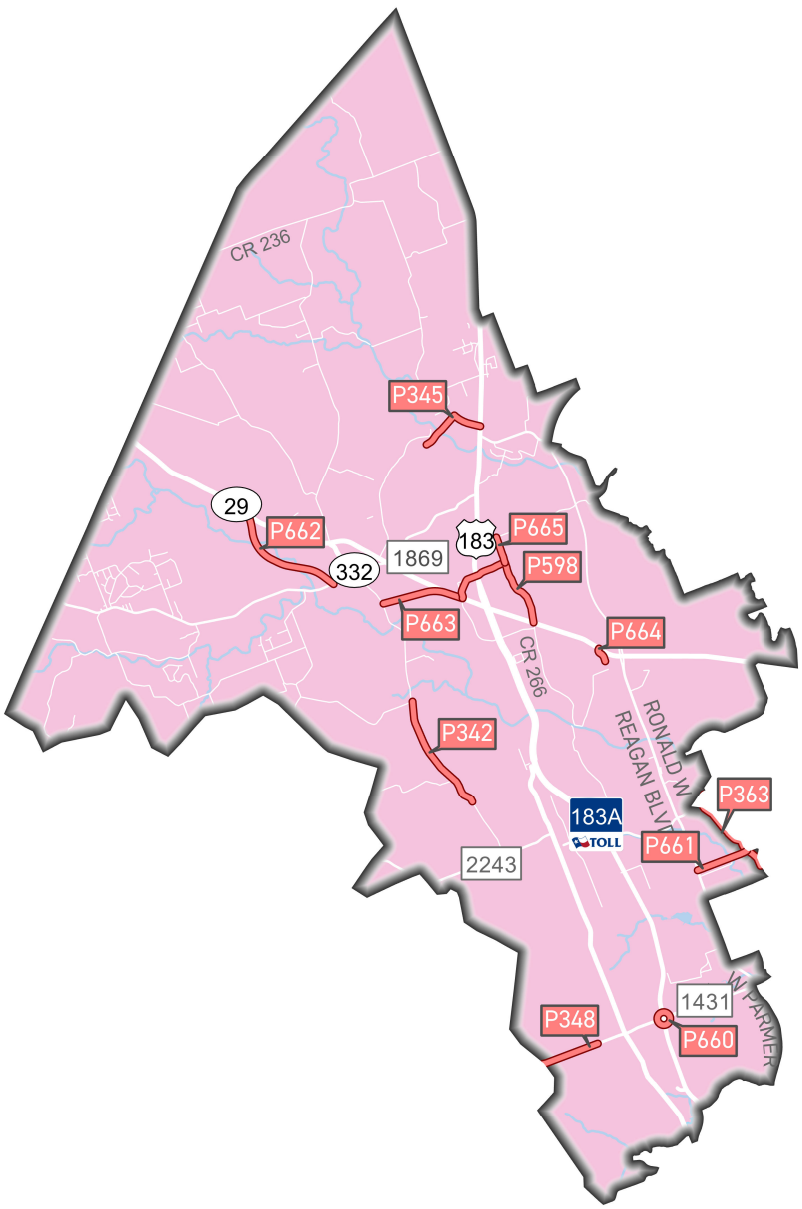
336 Ronald Reagan Boulevard Widening (SH 29 to FM 3405)
346 Liberty Hill (SH 29) Bypass (RM 1869 to CR 279)

Completed/ Open to Traffic

283 New Hope Drive Extension Phase 2A (Ronald Reagan Boulevard to Sam Bass Road)
343a Bagdad Road/ CR 279 (ROW Clearing)(Loop 332 to CR 281/ Leander City Limits to Sam Bass Road)
361 Corridor I1 (FM 3405) (Ronald Reagan Boulevard to US 183) ◦- - -◦
461 Corridor F/ US 183 (Williamson/Burnet County Line to SH 29) ◦- - -◦

2023 ROAD BOND PROGRAM PROJECTS

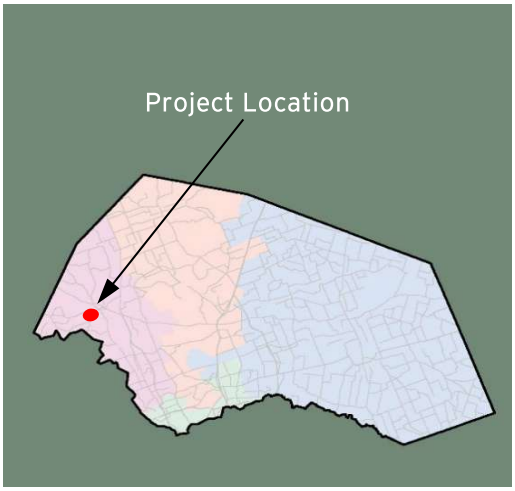
Precinct 2 - Commissioner Long



In Design

P342 Bagdad Road (North of San Gabriel Parkway to CR 281 / Leander City Limits)
P345 CR 214 (End of CR 214 to US 183)
P348 Whitestone Boulevard Widening (west of Anderson Mill to Bagdad Road)
P363 CR 175 (South of Creek Meadow Cove to RM 2243)
P598 Seward Junction Loop (SH 29/CR 260 to SH 29/CR 213)
P660 RM 1431 at 183A Intersection
P661 Crystal Falls Parkway (Ronald Reagan Blvd to CR 175)
P662 Liberty Hill Bypass West (SH 29 (west of Liberty Hill High School) to RM 1869)
P663 Liberty Hill Bypass East (Bagdad Road/CR 279 to SH 29)
P664 Kauffman Loop (SH 29 to north terminus of Kauffman Loop)
P665 CR 258 (Seward Junction Loop to CR 258 Extension)





Liberty Hill Bypass Improvements
(RM 1869 to CR 279)

Project Length: 2.316 Miles
Roadway Classification: Bagdad Road (Arterial);
Liberty Hill Bypass (Minor Arterial)

Project Schedule: February 2024 - Late 2025
Estimated Construction Cost: $14.2 Million



JULY 2025 IN REVIEW

7/4/2025: PEC began relocating power poles on Bagdad Road.

7/11/2025: PEC continued relocating power poles on Bagdad Road.

7/18/2025: PEC continued relocating the power poles on Bagdad Road. Chasco Constructors began the culvert repairs and cleanup on Stubblefield Lane after the flood event.

7/25/2025: PEC continued relocating the power poles on Bagdad Road. Chasco Constructors completed the culvert repairs on Stubblefield Lane and general cleanup after the flood event.



Design Engineer: LJA
Contractor: Chasco Constructors
Construction Observation:
David Thomas, HNTB

Williamson County
Road Bond Program

HNTB

Project Name: Liberty Hill Bypass (SH 29) Bypass
Project No. 24IFB15

Original Contract Price = $14,149,449.00

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate	Total Bid Days	Days Added	Total Days
12/5/2023	12/12/2023	2/5/2024	2/15/2024			652		652

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	2/5/2024	2/29/2024	15	$1,167,168.15	$1,167,168.15	$129,685.35	$129,685.35	9	2
2	3/1/2024	3/31/2024	31	$1,206,856.44	$2,374,024.59	$134,095.16	$263,780.51	18	7
3	4/1/2024	4/30/2024	30	$1,527,575.22	$3,901,599.81	$169,730.58	$433,511.09	30	12
4	5/1/2024	5/31/2024	31	$681,539.40	$4,583,139.21	$75,726.60	$509,237.69	35	16
5	6/1/2024	6/30/2024	30	$661,450.37	$5,244,589.58	$73,494.49	$582,732.18	40	21
6	7/1/2024	7/31/2024	31	$456,995.73	$5,701,585.31	$50,777.30	$633,509.48	44	26
7	8/1/2024	8/31/2024	31	$637,416.74	$6,339,002.05	-$299,877.79	$333,631.69	46	31
8	9/1/2024	9/30/2024	30	$582,204.65	$6,921,206.70	$30,642.35	$364,274.04	50	35
9	10/1/2024	10/31/2024	31	$411,590.27	$7,332,796.97	$21,662.64	$385,936.68	53	40
10	11/1/2024	11/30/2024	30	$621,797.80	$7,954,594.77	$32,726.20	$418,662.88	58	44
11	12/1/2024	12/31/2024	31	$709,248.80	$8,663,843.57	$37,328.89	$455,991.77	63	49
12	1/1/2025	1/31/2025	31	$831,689.33	$9,495,532.90	$43,773.12	$499,764.89	69	54
13	2/1/2025	2/28/2025	28	$228,803.99	$9,724,336.89	$12,042.31	$511,807.20	71	58
14	3/1/2025	3/31/2025	31	$133,386.41	$9,857,723.30	$7,020.34	$518,827.54	72	63
15	4/1/2025	4/30/2025	30	$218,961.64	$10,076,684.94	$11,524.30	$530,351.84	73	68
16	5/1/2025	5/31/2025	31	$60,112.44	$10,136,797.38	$3,163.81	$533,515.65	74	72
17	6/1/2025	6/30/2025	30	$2,375.00	$10,139,172.38	$125.00	$533,640.65	74	77
18	7/1/2025	7/31/2025	31	$2,375.00	$10,141,547.38	$125.00	$533,765.65	74	82

7/31/2025 Comments - PEC continued relocating the power poles on Bagdad Road. Chasco Constructors finished the culvert repairs on Stubblefield Lane and general cleanup after the flood event.

Change Order Number	Approved	Cost This CO	Total COs
01	4/17/2024	$ 29,260.00	$ 29,260.00

2. Differing Site Conditions (unforeseeable) 2G: Unadjusted utility (unforeseeable): This Change Order compensates the Contractor for lowering and encasing existing water service lines to the Williamson County Adult Probation Center and Parcel 41. The service lines will be lowered and encased 2 and ½ feet below finish grade of the ditches. This will allow for water service to be maintained across the proposed roadway, allows the lines to be removed if needed for any repairs and will not compromise the roadway structure if they do need future repairs.

Change Order Number	Approved	Cost This CO	Total COs
02	6/24/2024	$ 21,500.00	$ 50,760.00

6D. Untimely ROW/Utilities. Right-of-Way not clear (County responsibility for ROW). This Change Order compensates the Contractor for clearing the PEC easement to expedite the relocation process.

Change Order Number	Approved	Cost This CO	Total COs
03	7/3/2024	$ 229,702.00	$ 280,462.00

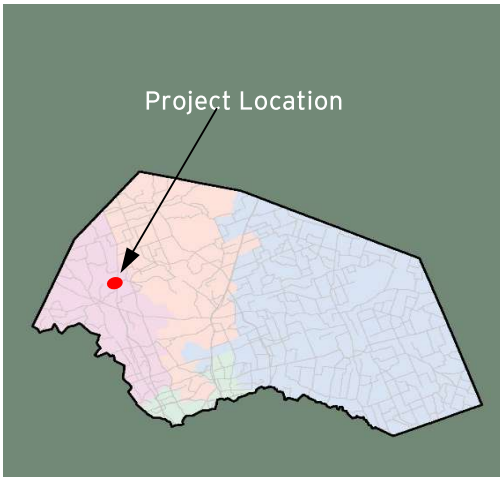
3M. County Convenience. Other.: The City of Liberty Hill's water line project was delayed until the first quarter of 2025, Originally , this was scheduled to be clear in October of 2024. It has been decided to add the water line work to the LHB roadway project via Change Order to Williamson County's project. this will help avoid delays of the roadway construction.

Change Order Number	Approved	Cost This CO	Total COs
04	3/11/2025	$14,900.00	$ 295,362.00

2.Differing Site Conditions (unforeseeable). 2G: Unadjusted utility (unforeseeable): This Change Order compensates the Contractor for relocating an existing water service line that crossed the ROW to provide water to the property owners cattle.

Adjusted Price = $14,444,811.00





Ronald Reagan Boulevard Widening
(SH 29 to FM 3405)

Project Length: 5.217 Miles
Roadway Classification: Arterial

Project Schedule: September 2024 - Summer 2027
Estimated Construction Cost: $52.2 Million



JULY 2025 IN REVIEW

7/4/2025: Chasco Constructors continued processing the embankment along the proposed southbound roadway. Chasco Constructors continued pouring concrete for the approach slabs on both the North Fork San Gabriel River Relief bridge and the Middle Fork San Gabriel River bridge.

7/11/2025: Subcontractor Aaron Concrete began pouring concrete for the C221 bridge rail on the Tributary 1 to Sowe's Branch bridge, Sowe's Branch bridge, and Tributary 2 to Sowe's Branch bridge.

7/18/2025: Chasco Constructors began excavating and forming for the culvert extension on SH 29. Subcontractor Wylie Drilling continued drilling and pouring concrete for the drill shafts at the Tributary to Middle Fork San Gabriel River bridge.

7/25/2025: Chasco Constructors continued forming up and pouring concrete for the culvert extension on SH 29 and for the box culvert safety end treatments at Kauffman Loop. Chasco Constructors poured concrete for the columns at Bent #2 at the Tributary to the Middle Fork San Gabriel River bridge.



Design Engineer: STV
Contractor: Chasco Constructors
Construction Observation:
Joseph Jones, HNTB

Williamson County
Road Bond Program

HNTB

Project Name: Ronald Reagan Boulevard Widening
Project No. 24IFB57

Original Contract Price = $52,159,299.00

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
6/25/2024	7/16/2024	8/22/2024	9/3/2024				1035		1035

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	8/23/2024	9/30/2024	28	$2,029,611.47	$2,029,611.47	$225,512.39	$225,512.39	4	3
2	10/1/2024	10/31/2024	31	$2,645,578.35	$4,675,189.82	$293,953.15	$519,465.54	10	6
3	11/1/2024	11/30/2024	30	$4,173,296.52	$8,848,486.34	$463,699.61	$983,165.15	19	9
4	12/1/2024	12/31/2024	31	$1,533,429.88	$10,381,916.22	$170,381.10	$1,153,546.25	22	12
5	1/1/2025	1/31/2025	31	$2,612,385.98	$12,994,302.20	$290,265.11	$1,443,811.36	28	15
6	2/1/2025	2/28/2025	28	$1,433,194.05	$14,427,496.25	$159,243.78	$1,603,055.14	31	17
7	3/1/2025	3/31/2025	31	$1,290,963.39	$15,718,459.64	$143,440.38	$1,746,495.52	33	20
8	4/1/2025	4/30/2025	30	$1,693,811.24	$17,412,270.88	$188,201.24	$1,934,696.76	37	23
9	5/1/2025	5/31/2025	31	$641,905.86	$18,054,176.74	$71,322.88	$2,006,019.64	38	26
10	6/1/2025	6/30/2025	30	$584,210.97	$18,638,387.71	$64,912.33	$2,070,931.97	39	29
11	7/1/2025	7/31/2025	31	$1,823,106.20	$20,461,493.91	$202,567.35	$2,273,499.32	43	32

7/31/2025 Comments - Chasco Constructors continued processing the embankment along the proposed southbound roadway and next to Retaining Wall #4. Chasco continued general clean-up and removing the overhang brackets on the North Fork San Gabriel River Relief bridge. Chasco poured the Middle Fork San Gabriel River bridge approach slabs and continued removing the overhang brackets. Chasco continued forming and pouring concrete for the various culvert safety-end-treatments throughout the project. Subcontractor Lone Star Paving placed prime coat, seal coat, and asphalt on half of CR 258 and on the proposed southbound Ronald Reagan Boulevard from CR 258 to the north end of the Tributary 2 to Sowe's Branch bridge. Subcontractor Austin Traffic Signal began installing conduit for the proposed signals at Kauffman Loop.

Change Order Number	Approved	Cost This CO	Total COs
01	8/8/2179	$ 145,428.00	$ 145,428.00

1A. Incorrect PS&E: This Change Order adds water line items to the Contract for the change in pipe classification, due to a discrepancy between the plan set and the bid form, as well as additional tonnage for an extra 18-inch fitting that was not accounted for in the original plans.

Change Order Number	Approved	Cost This CO	Total COs
02	11/26/2024	$ 29,362.00	$ 174,790.00

1A. Incorrect PS&E. This Change Order adds an item for encasement pipe to house the water line underneath a crossing of Ronald Reagan Blvd. that is called out in the plans but not included in the bid tabs.

Change Order Number	Approved	Cost This CO	Total COs
03	12/19/2024	$ 28,962.50	$ 203,752.50

3L. County Convenience. Revising safety work/measures desired by the County. This Change Order adds multiple items for pavement markings. Due to the high amount of traffic along Ronald Reagan between SH 29 and FM 3405, the existing striping is difficult to see or is missing. By restriping Ronald Reagan, it will improve the safety of the traveling public.

Change Order Number	Approved	Cost This CO	Total COs
04	3/11/20256	$90,550.00	$ 294,302.50

1A. Design Error or Omission. Incorrect PS&E. This Change Order adds quantities and new items to match the traffic signal poles with the foundation types shown on the plans. In addition, it corrects traffic signal work quantities and missing items not included on the as-bid plan set.

Change Order Number	Approved	Cost This CO	Total COs
05	4/29/2025	$ 16,261.00	$ 310,563.50

1A. Design Error or Omission. Incorrect PS&E.: This Change Order adds an item for the transition sections of the metal beam guard fence (MBGF) to the concrete rail at all of the bridge locations.

Adjusted Price = $52,469,862.50

Project Name: Bagdad Road ROW Clearing
Project No. 25IFB6

Original Contract Price = $1,253,832.00

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
11/19/2024	11/26/2024	1/17/2025	1/27/2025	4/6/2025			90		90

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	1/1/2025	1/31/2025	5	$88,074.00	$88,074.00	$9,786.00	$9,786.00	8	6
2	2/1/2025	2/28/2025	28	$158,712.30	$246,786.30	$17,634.70	$27,420.70	21	37
3	3/1/2025	3/31/2025	31	$508,387.00	$755,173.30	-$12,009.00	$15,411.70	58	71
4	4/1/2025	4/30/2025	6	$45,043.74	$800,217.04	$919.26	$16,330.96	61	78

7/31/2025 Comments - The power service to the property to be demolished was disconnected. A field meeting with the demolition contractor is scheduled for the week of 8/11/25. Project close-out is underway.

Change Order Number	Approved	Cost This CO	Total COs
01	4/1/2025	$ 8,547.00	$ 8,547.00

4D. Third Party Accommodation. Other.: This Change Order compensates the Contractor for constructing water gaps on Parcels 21-A and 21-B. The water gaps were included in the ROW acquisition and part of the Real Estate Agreement, but did not make it into the construction plans.

Change Order Number	Approved	Cost This CO	Total COs
02	5/23/2025	$35,000.00	$43,547.00

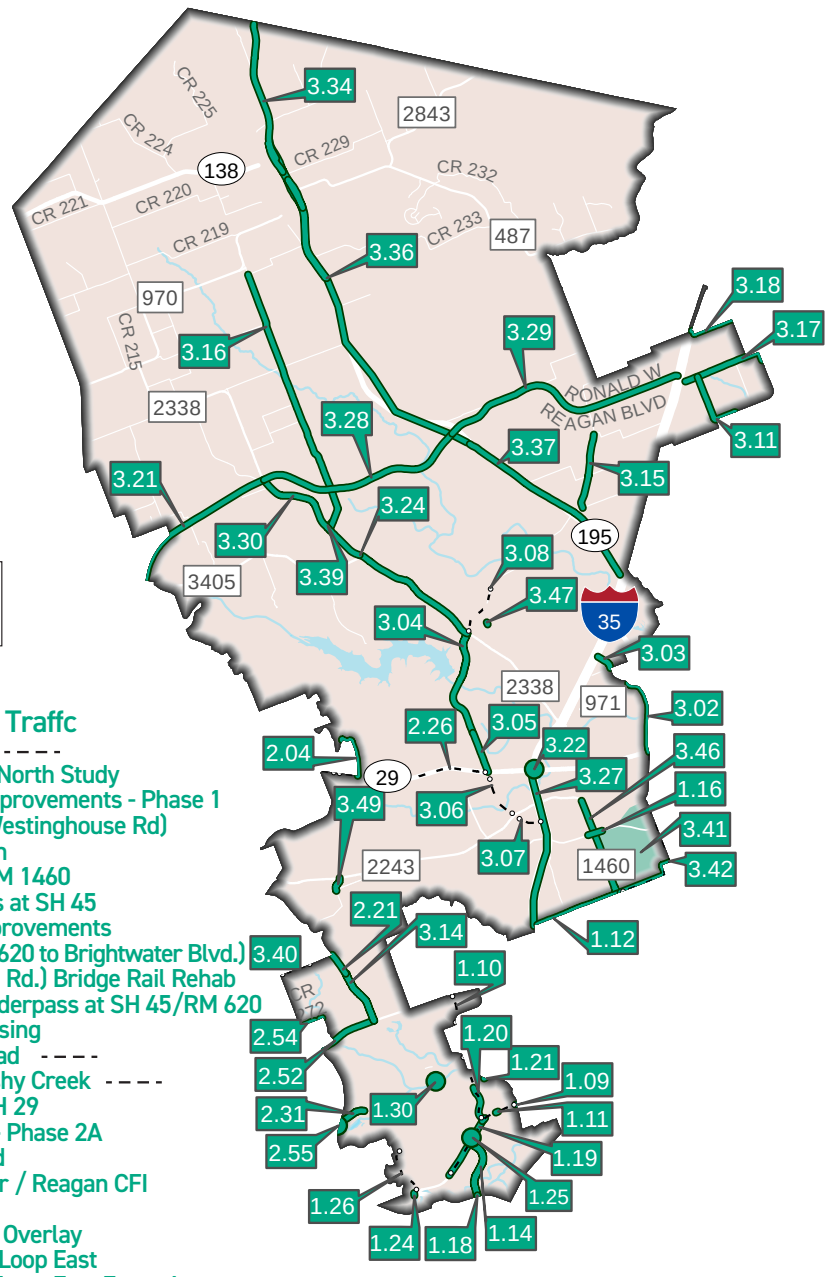
2. Differing Site Conditions 2J. Other: This Change Order adds an item for Vegetative Watering to help establish vegetation throughout the project now that it has been cleared.

Change Order Number	Approved	Cost This CO	Total COs
03	6/17/2025	$39,200.00	82,747.00

3F. County Convenience. Additional work desired by the County.: This Change Order is adding an item to the Contract for demolishing a house that is within the County Right-of-Way (ROW). The house will be demolished to prevent vandalism and to minimize any safety risks to County.

Adjusted Price = $1,336,579.00

2000/2006 Road Bond Program Projects
Precinct 3 - Commissioner Covey



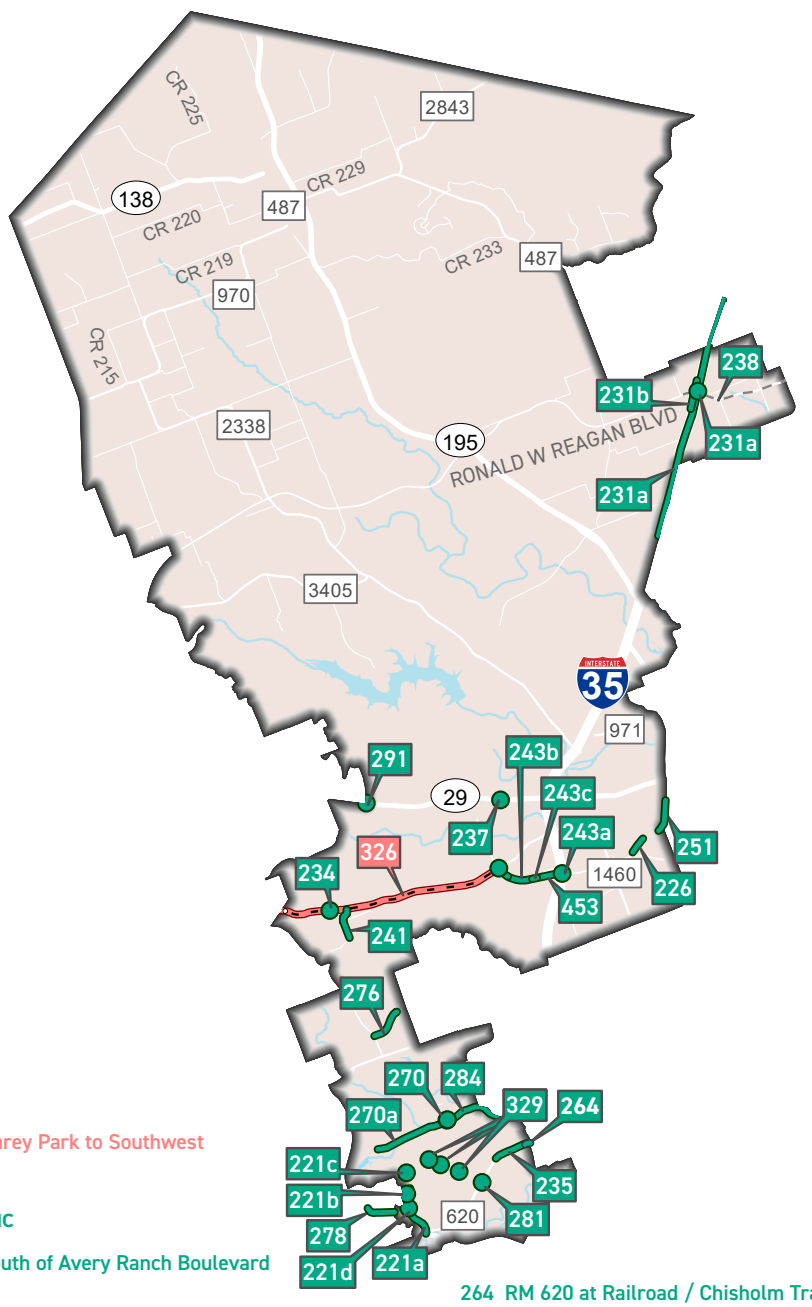
Study

Completed/Open to Traffc

1.09 RM 620 Feasibility - - - -
1.10 Wyoming Springs North Study
1.11 RM 620 Interim Improvements - Phase 1
1.12 CR 111/CR 105 (Westinghouse Rd)
1.14 O'Connor Extension
1.16 SE Inner Loop at FM 1460
1.18 O'Connor Overpass at SH 45
1.19 RM 620 Safety Improvements
1.20 Wyoming Springs (620 to Brightwater Blvd.)
1.21 CR 174 (Hairy Man Rd.) Bridge Rail Rehab
1.24 Pearson Ranch Underpass at SH 45/RM 620
1.25 King of Kings Crossing
1.26 Pearson Ranch Road - - - -
1.30 Great Oaks at Brushy Creek - - - -
2.04 Cedar Hollow at SH 29
2.21 CR 175 Extension - Phase 2A
2.31 Brushy Creek Road
2.52 RM 1431 at Parmer / Reagan CFI
2.54 CR 272 Overlay
2.55 Brushy Creek East Overlay
3.02 Georgetown Inner Loop East
3.03 Georgetown Inner Loop East Extension
3.04 Georgetown Inner Loop - Project 1
3.05 Georgetown Inner Loop - Project 2
3.06 Georgetown Inner Loop - Project 3 - - - -
3.07 Georgetown Inner Loop - Project 4 - - - -
3.08 Georgetown Inner Loop - Project 5 - - - -
3.11 CR 145
3.14 CR 175
3.15 CR 234
3.16 CR 245
3.17 CR 311
3.18 CR 314
3.21 Ronald W. Reagan North - Phase 2
3.22 IH 35 at SH 29 Turnarounds (PTF)
3.24 Williams Drive (RM 2338)
3.27 IH 35 Northbound Frontage Rd. and Ramps
3.28 Ronald W. Reagan North - Phase 3
3.29 Ronald W. Reagan North - Phase 4
3.30 RM 2338 (PTF)
3.34 SH 195 Project 1
3.36 SH 195 Project 2
3.37 SH 195 Project 3
3.39 CR 245 Realignment
3.40 CR 179 - - - -
3.41 CR 110 / Arterial A Study (design)
3.42 CR 111 / CR 105 Westinghouse Rd. (FM 1460 to SH 130) (Design)
3.46 FM 1460 North
3.47 Madrid Drive Extension
3.49 CR 176 At RM 2243 - Intersection/Safety Improvements

2013 ROAD BOND PROGRAM PROJECTS

Precinct 3 - Commissioner Covey



In Design

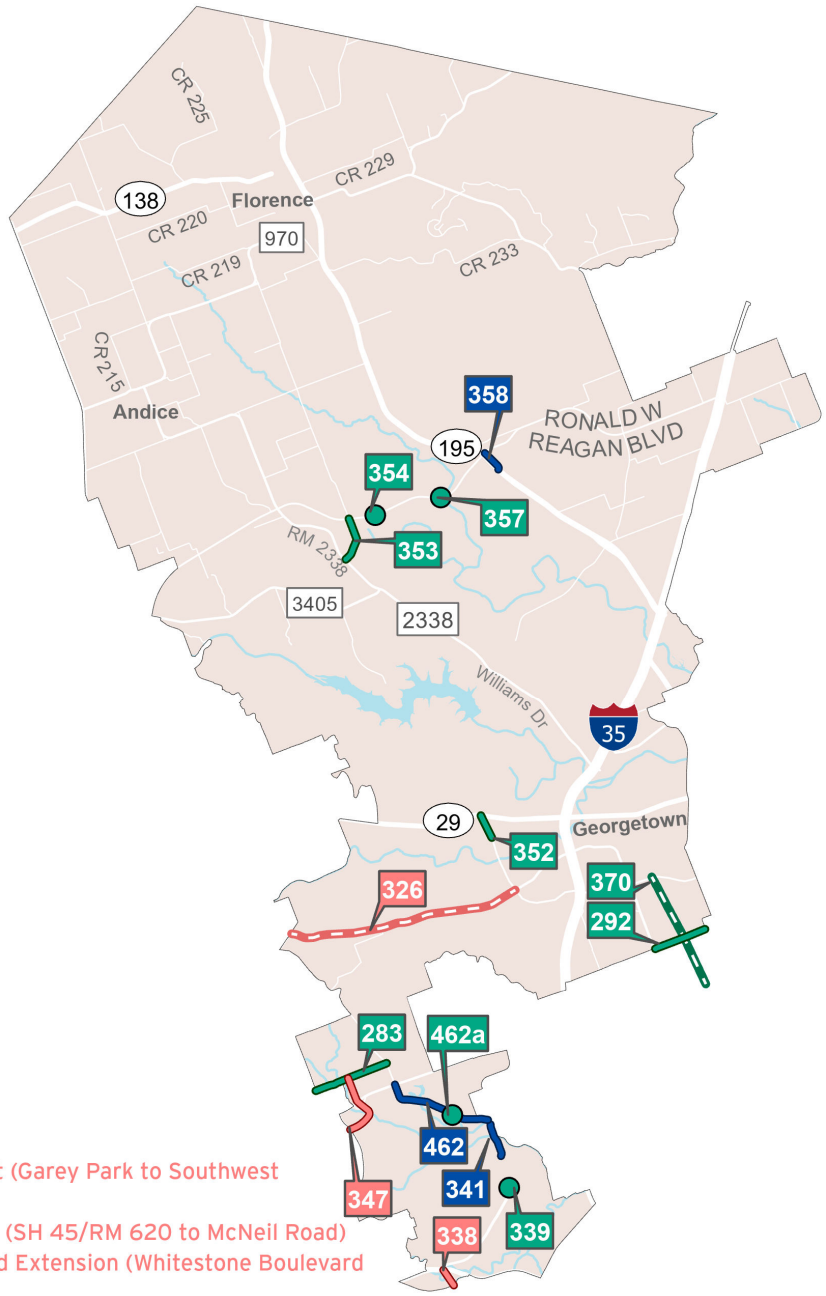
326 RM 2243 Realignment (Garey Park to Southwest Bypass)

Completed/Open to Traffic

221a Pearson Ranch Road (South of Avery Ranch Boulevard to SH 45 ROW)
221b Pearson Ranch Road and Iveans Way Pedestrian Crossing
221c Pearson Ranch Road at Avery Ranch Boulevard Traffic Signal
221d Neenah Avenue and Pearson Ranch Road Traffic Signal
226 Inner Loop Safety Improvements (LTL at Wilco Way)
231a IH 35 Ramp Reversal and Frontage Road Conversion (FM 972 to CR 312)
231b Relocation of 48" Williamson County Regional Raw Waterline - Line B
231c Ronald Reagan Boulevard at IH 35 Bridge Replacement
234 RM 2243 at Escalera Parkway (Intersection Improvements)
235 RM 620 Phase 2 (Wyoming Springs to Deep Wood Drive)
237 SH 29 at DB Wood (Intersection Improvements)
238 Ronald Reagan Boulevard Extension Planning (IH 35 to SH 95)
241 CR 176 at RM 2243 Intersection (Safety Improvements)
243a Southwest Bypass Driveways
243b Southwest Bypass Access Route
243c Southwest Bypass Segment 2 (Southbound IH 35 to RM 2243)
251 Inner Loop Safety Improvements (LTL at Central Maintenance Facility)
264 RM 620 at Railroad / Chisholm Trail (IH 35 Frontage Road to Deep Wood Drive)
270 Great Oaks Drive Bridge at Brushy Creek
270a Great Oaks Drive Waterline Relocations
276 Arterial H Extension Phase 1 (CR 175 to Massey Way)
278 Neenah Avenue Widening (Olive Hill Drive to 0.5 miles east of Olive Hill Drive)
281 O'Connor Drive North of RM 620 Traffic Study and Safety Improvements
284 Hairy Man Road/Brushy Creek Road Safety Improvements (Brushy Bend to Sam Bass Road)
291 SH 29 at Cedar Hollow (Intersection Improvements)
292 Westinghouse Road/CR 111/CR 105 (FM 1460 to SH 130)
329 O'Connor Drive Traffic Signals (Morgan Hill, Great Oaks and Liberty Walk Intersections)
453 Southwest Bypass Segment 1 (Southbound IH 35 to 0.5 miles west)

2019 ROAD BOND PROGRAM PROJECTS

Precinct 3 - Commissioner Covey



In Design

326 RM 2243 Realignment (Garey Park to Southwest Bypass) ◦- - -◦
338 Robinson Ranch Road (SH 45/RM 620 to McNeil Road)
347 Toro Grande Boulevard Extension (Whitestone Boulevard to Parmer Lane)

Under Construction/ Bidding

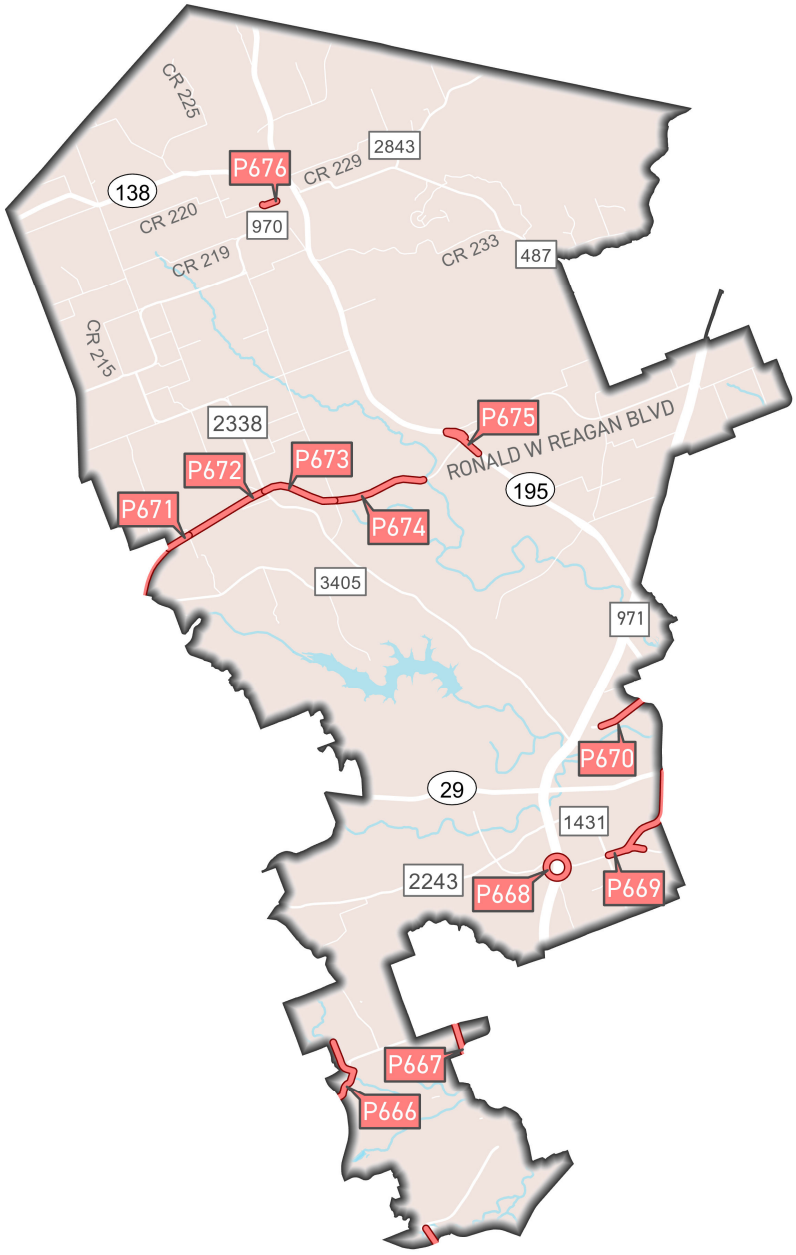
341 Wyoming Springs Extension (Brightwater Boulevard/ Creek Bend to Sam Bass Road)
358 SH 195 at Ronald Reagan Boulevard
462 Corridor H/Sam Bass Road (RM 1431 to Wyoming Springs Drive)

Completed/ Open to Traffic

283 New Hope Drive Extension Phase 2A (Ronald Reagan Boulevard to Sam Bass Road)
292 CR 111/ CR 105 Westinghouse (FM 1460 to SH 130)
339 Wyoming Springs Intersection Improvements (At Smyers Lane)
352 Southwest Bypass Extension (SH 29 to Wolf Ranch Parkway)
353 CR 245 (North of RM 2338 to Ronald Reagan Boulevard)
354 Ronald Reagan at Silver Spur Boulevard
357 Ronald Reagan at Sun City Boulevard
370 MoKan (Georgetown Inner Loop to University Boulevard) ◦- - -◦
462a Corridor H/ Sam Bass Road Interim Traffic Signals (Walsh Ranch and Great Oaks Drive Intersections)

2023 ROAD BOND PROGRAM PROJECTS

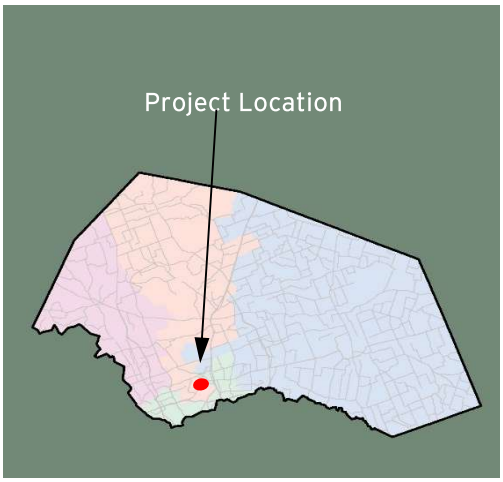
Precinct 3 - Commissioner Covey



In Design

P666 Toro Grande Boulevard Extension (Parmer Lane to New Hope)
P667 Wyoming Springs Drive (End of Wyoming Springs Drive / Behrens Ranch to RM 1431)
P668 I-35 at Inner Loop Interchange (SE Inner Loop / SW Bypass)
P669 SE Inner Loop (FM 1460 to SH 29)
P671 Ronald Reagan Boulevard Widening - Segment C1 (FM 3405 to CR 289)
P672 Ronald Reagan Boulevard Widening - Segment C2 (CR 289 to west of RM 2338)
P673 Ronald Reagan Boulevard Widening - Segment D1 (RM 2338 to CR 245)
P674 Ronald Reagan Boulevard Widening - Segment D2 (CR 245 to Sun City Blvd.)
P670 FM 971 (Gann St to SH 130)
P675 SH 195 at Ronald Reagan Boulevard - Remaining 3 Ramps
P676 West Main Street (S.Patterson Ave to CR 226)





Corridor H/Sam Bass Road
(RM 1431 to Wyoming Springs Drive)

Project Length: 2.578 Miles
Roadway Classification: Urban Minor Arterial

Project Schedule: March 2023 - Fall 2025
Estimated Construction Cost: $33.8 Million





JULY 2025 IN REVIEW

7/4/2025: Cash Construction graded for the temporary drainage between Deer Trail Circle and Great Oaks Drive. Cash Construction assisted with the trenching operations. Subcontractor Greater Austin formed and poured the remainder of the concrete riprap on Mayfield Drive.

7/11/2025: Cash Construction began testing the 42-inch Round Rock waterline. Subcontractor HL Chapman continued pre-trenching for the storm sewer trunk line near Deer Trail Circle. Subcontractor Fencecrete began replacing the fence at the BCMUD water treatment plant yard.

7/18/2025: Cash Construction excavated for the riprap aprons at the driveway pipes west of Walsh Ranch Boulevard. Cash Construction resumed the storm sewer installation near Great Oaks Drive. Subcontractor Fencecrete continued replacing the fence at the BCMUD water treatment plant yard.

7/25/2025: Subcontractor Greater Austin placed the concrete riprap for the driveway safety end treatments west of the Walsh Ranch Boulevard and began pouring the concrete driveways between Walsh Ranch Boulevard and Tonkawa Trail.

HNTB

Design Engineer: K Friese
Contractor: Cash Construction
Construction Observation:
Tracy Cooper, HNTB

Williamson County
Road Bond Program

Project Name: Corridor H/Sam Bass Road
Project No. 23IFB8

Original Contract Price = $36,145,959.00

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
12/20/2022	1/13/2023	3/13/2023	3/23/2023				911		911

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	4/1/2023	4/30/2023	30	$21,095.55	$21,095.55	$2,343.95	$2,343.95	0	3
2	5/1/2023	5/31/2023	31	$511,459.79	$532,555.34	$56,828.87	$59,172.82	2	7
3	6/1/2023	6/30/2023	30	$1,024,886.41	$1,557,441.75	$113,876.26	$173,049.08	5	10
4	7/1/2023	7/31/2023	31	$148,136.40	$1,705,578.15	$16,459.60	$189,508.68	5	13
5	8/1/2023	8/31/2023	31	$915,201.56	$2,620,779.71	$101,689.06	$291,197.74	8	17
6	9/1/2023	9/30/2023	30	$510,079.42	$3,130,859.13	$56,675.50	$347,873.24	10	20
7	10/1/2023	10/31/2023	31	$900,115.81	$4,030,974.94	$100,012.86	$447,886.10	13	23
8	11/1/2023	11/30/2023	30	$731,394.97	$4,762,369.91	$81,266.11	$529,152.21	15	27
9	12/1/2024	12/31/2024	31	$241,049.16	$5,003,419.07	$26,783.24	$555,935.45	16	30
10	1/1/2024	1/31/2024	31	$412,213.73	$5,415,632.80	$45,801.53	$601,736.98	17	34
11	2/1/2024	2/29/2024	29	$986,810.97	$6,402,443.77	$109,645.66	$711,382.64	21	37
12	3/1/2024	3/31/2024	31	$909,406.35	$7,311,850.12	$101,045.15	$812,427.79	24	40
13	4/1/2024	4/30/2024	30	$1,012,728.40	$8,324,578.52	$112,525.38	$924,953.17	27	43
14	5/1/2024	5/31/2024	31	$990,023.58	$9,314,602.10	$110,002.62	$1,034,955.79	30	47
15	6/1/2024	6/30/2024	30	$714,854.15	$10,029,456.25	$79,428.24	$1,114,384.03	32	50
16	7/1/2024	7/31/2024	31	$1,590,446.20	$11,619,902.45	$176,716.24	$1,291,100.27	37	54
17	8/1/2024	8/31/2024	31	$2,563,173.18	$14,183,075.63	$284,797.02	$1,575,897.29	46	57
18	9/1/2024	9/30/2024	30	$1,009,381.83	$15,192,457.46	$112,153.54	$1,688,050.83	49	60
19	10/1/2024	10/31/2024	31	$852,486.97	$16,044,944.43	$94,720.77	$1,782,771.60	52	64
20	11/1/2024	11/30/2024	30	$832,378.89	$16,877,323.32	$92,486.55	$1,875,258.15	54	67
21	12/1/2024	12/31/2024	31	$1,329,247.75	$18,206,571.07	-$917,017.57	$958,240.58	56	70
22	1/1/2025	1/31/2025	31	$988,420.59	$19,194,991.66	$52,022.14	$1,010,262.72	59	74
23	2/1/2025	2/28/2025	28	$881,839.30	$20,076,830.96	$46,412.59	$1,056,675.31	61	77
24	3/1/2025	3/31/2025	31	$1,395,534.83	$21,472,365.79	$73,449.20	$1,130,124.51	66	80
25	4/1/2025	4/30/2025	30	$760,607.50	$22,232,973.29	$40,031.98	$1,170,156.49	68	84
26	5/1/2025	5/31/2025	31	$722,818.69	$22,955,791.98	$38,043.09	$1,208,199.58	70	87
27	6/1/2025	6/30/2025	30	$895,383.45	$23,851,175.43	$47,125.44	$1,255,325.02	73	90
28	7/1/2025	7/31/2025	31	$521,288.13	$24,372,463.56	$27,436.22	$1,282,761.24	74	94

7/31/2025 Comments - Cash Construction continued testing, chlorinating, and flushing the 42-inch Round Rock waterline. Cash excavated for the concrete driveways between Walsh Ranch Boulevard and Tonkawa Trail. Cash continued storm sewer box culvert installation between the BCMUD driveway and Great Oaks Drive. Subcontractor Fencecrete completed replacing the fence at the BCMUD water treatment plant yard. Subcontractor Greater Austin placed the concrete riprap for the driveway safety end treatments west of Walsh Ranch Boulevard and began pouring the concrete driveways between Walsh Ranch Boulevard and Tonkawa Trail.

Change Order Number	Approved	Cost This CO	Total COs
01	6/27/2023	$ (2,394,078.12)	$ (2,394,078.12)

1B: Design Error or Omission. Other. This Change Order revises the earthwork quantities, BCMUD water line items and driveway quantities, per plan revisions issued after the Bid was awarded. The quantity for Item 110-6001 excavation was reduced by over 25% and the unit price is revised because it is considered a major bid item per the Contract.

Change Order Number	Approved	Cost This CO	Total COs
02	8/22/2023	$ 5,250.00	$ (2,388,828.12)

1B. Design Error or Omission. Other: This Change Order updates incorrect unit prices that were inadvertently used for two existing items in Change Order 1.

Change Order Number	Approved	Cost This CO	Total COs
03	9/11/2024	$ 56,523.26	$ (2,332,304.86)

2E-Differing Site Conditions (unforeseeable) & 2I-Additional Safety Needs : This Change Order adds various items to the Contract to address differing site conditions for the City of Round Rock (CORR) water line work. The proposed CORR water line tie-in to the existing line at RM 1431 varied from what was shown in the plans, which required the removal of a concrete thrust block and installation of a different connection type. In addition, the removal of an existing water line near Wyoming Springs was necessary to install the proposed CORR water line. The CORR also requested blue tape to identify their water line and revised a gate valve, which required revised fabrication drawings. This Change Order also adds items to enhance the safety on the roadway.

Change Order Number	Approved	Cost This CO	Total COs
04	9/11/2024	$ 70,739.02	$ (2,261,565.84)

6. Untimely ROW/Utilities. 6B. Right-of-Way not clear (County responsible for ROW): This Change Order adds revised plans sheets and adjusts plan quantities for the proposed detention pond needed due to Parcel 60 acquisition not being finalized at the time of design. This Change Order also adds a new drainage item due to this redesign.

Change Order Number	Approved	Cost This CO	Total COs
05	9/11/2024	$ 68,580.18	$ (2,192,985.66)

1A. Design Error or Omission. Incorrect PS&E. & 2G. Differing Site Conditions. Unadjusted utility (unforeseeable): This Change Order adds items to compensate the contractor for field adjustments on the BCMUD water line alignment to solve conflicts with existing utilities within the BCMUD water plant and the realignment of the proposed water line at the SW corner of Sam Bass Rd and Tonkawa Trail to remain inside the Right-Of-Way limits. This Change Order also compensates the Contractor for installing additional water services requested by BCMUD and for repairing several leaks on the existing water line to maintain service to BCMUD customers.

Change Order Number	Approved	Cost This CO	Total COs
06	2/25/2025	182,734.17	-2,010,251.49

4. Third Party Accommodation. 4B. This Change Order adds new items requested by City of Round Rock (CORR) for adding a trust block on the backside of the tie-in to an existing line and adding a 36in Gate Valve near FM 1431. Third party requested work: 6. Untimely ROW/Utilities. 6C. Utilities not clear: This Change Order adds various items to compensate the Contractor for additional work needed due to various existing AT&T, PEC, and Charter Utility conflicts with the proposed CORR water line work. These changes are necessary to keep the project moving forward in a timely manner and the CORR has agreed to compensate the Contactor for this additional work.

Change Order Number	Approved	Cost This CO	Total COs
07	2/25/2025	288,195.31	-1,722,056.18

4B. Third Party Accommodation. Third party requested work. This Change Order adds several items for the additional work requested by the City of Round Rock (CORR) to accommodate water line improvements along Sam Bass for a Wyoming Springs permanent connection solution. This Change Order also includes the necessary work and materials for a temporary bypass plan.

Change Order Number	Approved	Cost This CO	Total COs
08	2/25/2025	35,881.14	-1,686,175.04

6C. Untimely ROW/Utilities. Utilities not clear. This Change Order adds an item to compensate the Contractor for rock excavation / hammering required to construct the BCMUD 6-inch water line “A”. This was necessary, due to the AT&T lines not being relocated. Had AT&T been relocated the contractor would have been able to use a trencher instead of the larger track excavator to trench for the water line. This Change Order also adds an item to the contract to relocate conduits for the Walsh Ranch electrical service that powers the existing pond at Walsh Ranch Boulevard.

Change Order Number	Approved	Cost This CO	Total COs
09	7/2/2025	26,604.48	-1,659,570.56

1A. Design Error or Omission. Incorrect PS&E. This Change Order adds an item to locate a BCMUD water line tee that was not clearly identified in the plans. This Change Order also adds an item for additional sidewalk width to align bridge curb and gutter with roadway curb and gutter. This Change Order removes the 6ft privacy fence item and replaces it with an item for an 8ft privacy fence. Lastly, this Change Order adds an item to lower existing water vault lids to match the proposed SUP elevation. 4B. Third Party Accommodation. Third party requested work. This Change Order adds an additional Gate Valve and time and materials to locate an existing Gate Valve. The City of Round Rock will reimburse the County $10,375.57 for the additional gate valve and 8ft privacy fence.

Adjusted Price = $34,486,388.44

Project Name: CR 255 Realignment
Project No. 25IFB9

Original Contract Price = $20,847,300.93

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
12/18/2024	1/7/2025	1/17/2025	1/27/2025				601		601

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	1/27/2025	2/28/2025	33	$2,590,873.61	$2,590,873.61	$287,874.85	$287,874.85	14	5
2	3/1/2025	3/31/2025	31	$1,941,433.16	$4,532,306.77	$215,714.79	$503,589.64	24	11
3	4/1/2025	4/30/2025	30	$1,177,108.46	$5,709,415.23	$130,789.83	$634,379.47	30	16
4	5/1/2025	5/31/2025	31	$621,695.26	$6,331,110.49	$69,077.25	$703,456.72	34	21
5	6/1/2025	6/30/2025	30	$1,356,302.94	$7,687,413.43	$150,700.33	$854,157.05	41	26
6	7/1/2025	7/31/2025	31	$1,065,119.75	$8,752,533.18	$118,346.64	$972,503.69	47	31

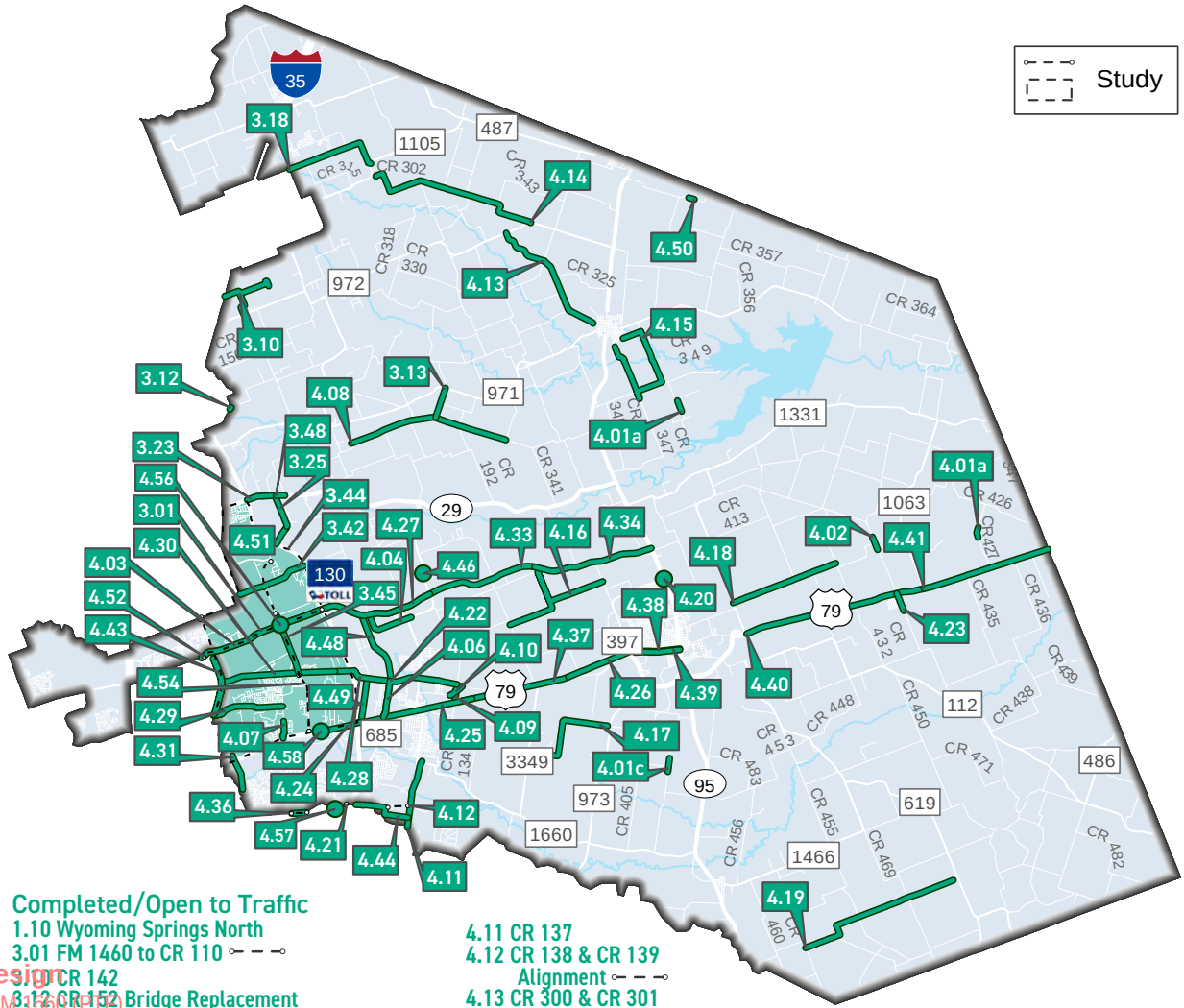
7/31/2025 Comments - Jordan Foster continued processing flexible base, installing the driveway pipe, installing the box culverts throughout the project, and continued processing the embankment. The contractor continued the closure of Daniels Mountain Road for demolition of the existing box culverts and installation of the new box culverts. Subcontractor Royal Vista continued installing the City of Georgetown 8" waterline along CR 255. Subcontractors Denbow and Mastec are on site for the relocation of electrical and communications lines.

Change Order Number	Approved	Cost This CO	Total COs
01	3/11/2025	$ (13,235.52)	$ (13,235.52)

1. Design Error or Omission 1B. Other: This Change Order revises some drainage plan sheets and adjusts quantities that were incorrect and did not match the roadway sheets. 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9). This Change Order also adds items to the Contract for abandoning a water well that was discovered while clearing the ROW and demolition of a mobile home that should have been removed prior to construction.

Adjusted Price = $20,834,065.41

2000/2006 Road Bond Program Projects
Precinct 4 - Commissioner Boles



Completed/Open to Traffic

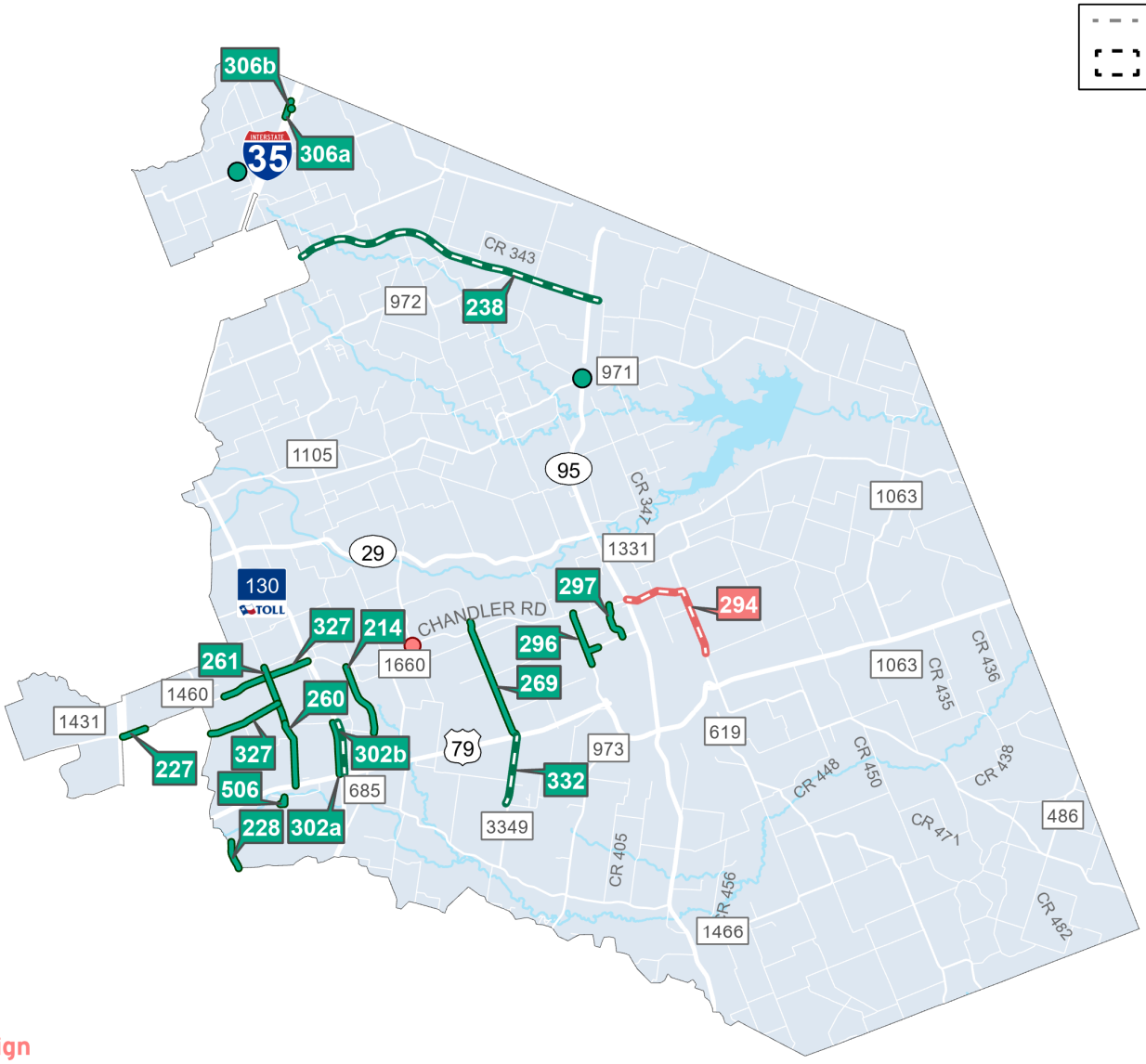
1.10 Wyoming Springs North
3.01 FM 1460 to CR 110 ⊶ – –⊸
3.02 CR 142
3.12 CR 138 Bridge Replacement
3.13 CR 157
3.18 CR 314
3.23 SH 29/CR 104 – Phase 1
3.25 CR 104 - Phase 2
3.42 CR 111 / CR 105 (Westinghouse Rd.) - FM 1460 to SH 130
3.44 CR 110 North (North of CR 107 to North of Sam Houston)
3.45 CR 110 Middle (North of Limmer Loop to CR 107) ⊶ – –⊸
3.48 SH 29 Widening - 12" Water Main Relocation
4.01a CR 427 Bridge Replacement
4.01b CR 390 Bridge Replacement
4.01c CR 406 Bridge Replacement
4.02 CR 424 Bridge Replacement
4.03 Chandler Road - Phase 1
4.04 CR 100
4.06 CR 119
4.07 CR 122 at US 79
4.08 CR 124
4.09 CR 132
4.10 CR 136
4.11 CR 137
4.12 CR 138 & CR 139 Alignment ⊶ – –⊸
4.13 CR 300 & CR 301
4.14 CR 302
4.15 CR 347 & CR 348
4.16 CR 368 & CR 369 (CR 101 to CR 366)
4.17 CR 404
4.18 CR 412
4.19 CR 466
4.20 FM 397 at SH 95 Signal
4.21 Gattis School Rd. ROW ⊶ – –⊸
4.22 Limmer Loop - Phase 1A
4.23 Thrall School Zone
4.24 US 79 - Section 1
4.25 US 79 - Section 2
4.26 US 79 - Section 3A
4.27 Chandler Rd. - Phase 2
4.28 Limmer Loop - Phase 1B
4.29 CR 113 / Old Settlers Blvd.
4.30 Limmer Loop - Phase 1C
4.31 Kenney Fort Boulevard - Phase 1
4.33 Chandler Rd. - Phase 3A
4.34 Chandler Rd. - Phase 3B
4.36 Gattis School Road ⊶ – –⊸
4.37 US 79 - Section 3 (PTF)
4.38 2nd Street Improvements
4.39 2nd Street Drainage Improvements
4.40 US 79 Section 5A (PTF)
4.41 US 79 Section 5B (PTF)
4.43 FM 1460 Section 2
4.44 CR 138
4.46 FM 1660 at Landfill Rd. (CR 128)
4.48 CR 119
4.49 CR 108
4.50 CR 351 at Donahoe Creek
4.51 CR 110 / Arterial A ⊶ – –⊸
4.52 University Blvd. (Chandler Rd.) Expansion ⊶ – –⊸
4.54 CR 110 South - (US 79 to Limmer Lp) ⊶ – –⊸
4.56 CR 110 at University Blvd. (Signal)
4.57 Gattis School Rd. at Winterfield Dr. (Signal)
4.58 Tradesman Park Crossing

In Design

4.35 FM 1460 (PTF)

2013 ROAD BOND PROGRAM PROJECTS

Precinct 4 - Commissioner Boles



In Design

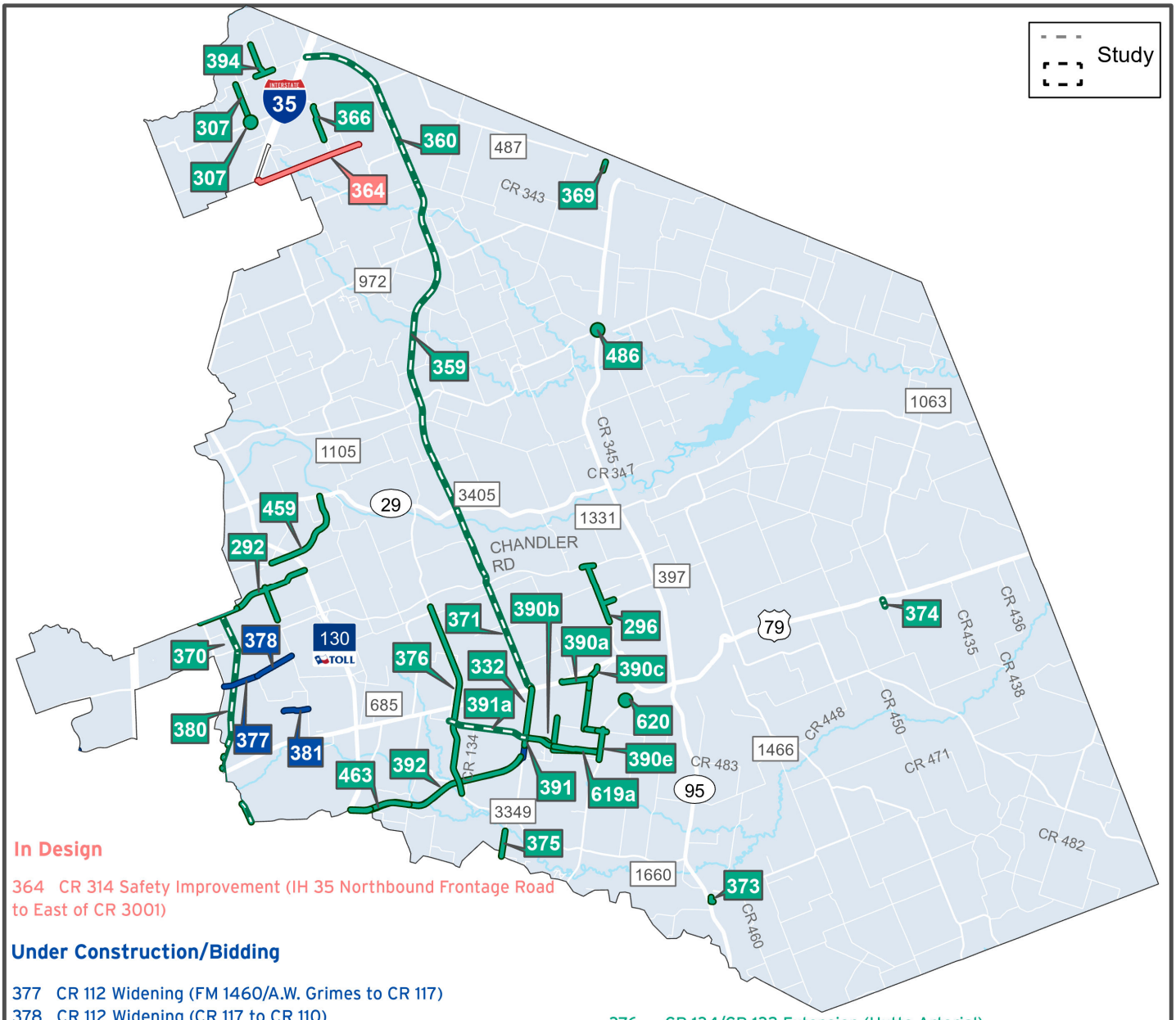
294 Chandler Road Extension Phase 1 (Planning)(SH 95 to US 79 at FM 619) ◦- - -◦

Completed/Open to Traffic

214 CR 119 (Limmer Loop to Chandler Road)
227 University Boulevard Widening (IH 35 to Sunrise Road)
228 Kenney Fort Blvd Segments 2 and 3 (Forest Creek Boulevard to SH 45)
238 Ronald Reagan Boulevard Extension Planning (IH 35 to SH 95) ◦- - -◦
260 CR 110 South (US 79 to Limmer Loop)
261 CR 110 Middle (Limmer Loop to CR 107)
269 CR 101 (US 79 to North of Chandler Road)
296 CR 366 Widening (Chandler Road to Carlos G. Parker Boulevard)
297 East Williamson County Park Road / Bill Pickett Trail (Carlos Parker Boulevard to Chandler Road)
302a SH 130 Frontage Roads Phase 3 (Southbound Frontage Road US 79 to Limmer Loop)
302b SH 130 Traffic Study ◦- - -◦
306a Relocation of 48" Williamson County Regional Raw Waterline - Line A
306b CR 305 at IH 35 Bridge Replacement
327 University Boulevard (Chandler Road) Expansion (FM 1460 to SH 130) ◦- - -◦
332 FM 3349/US 79 Interchange (US 79 to CR 404)
506 Oak Bluff and Greenfield Drainage Improvements

2019 ROAD BOND PROGRAM PROJECTS

Precinct 4 - Commissioner Boles



In Design

364 CR 314 Safety Improvement (IH 35 Northbound Frontage Road to East of CR 3001)

Under Construction/Bidding

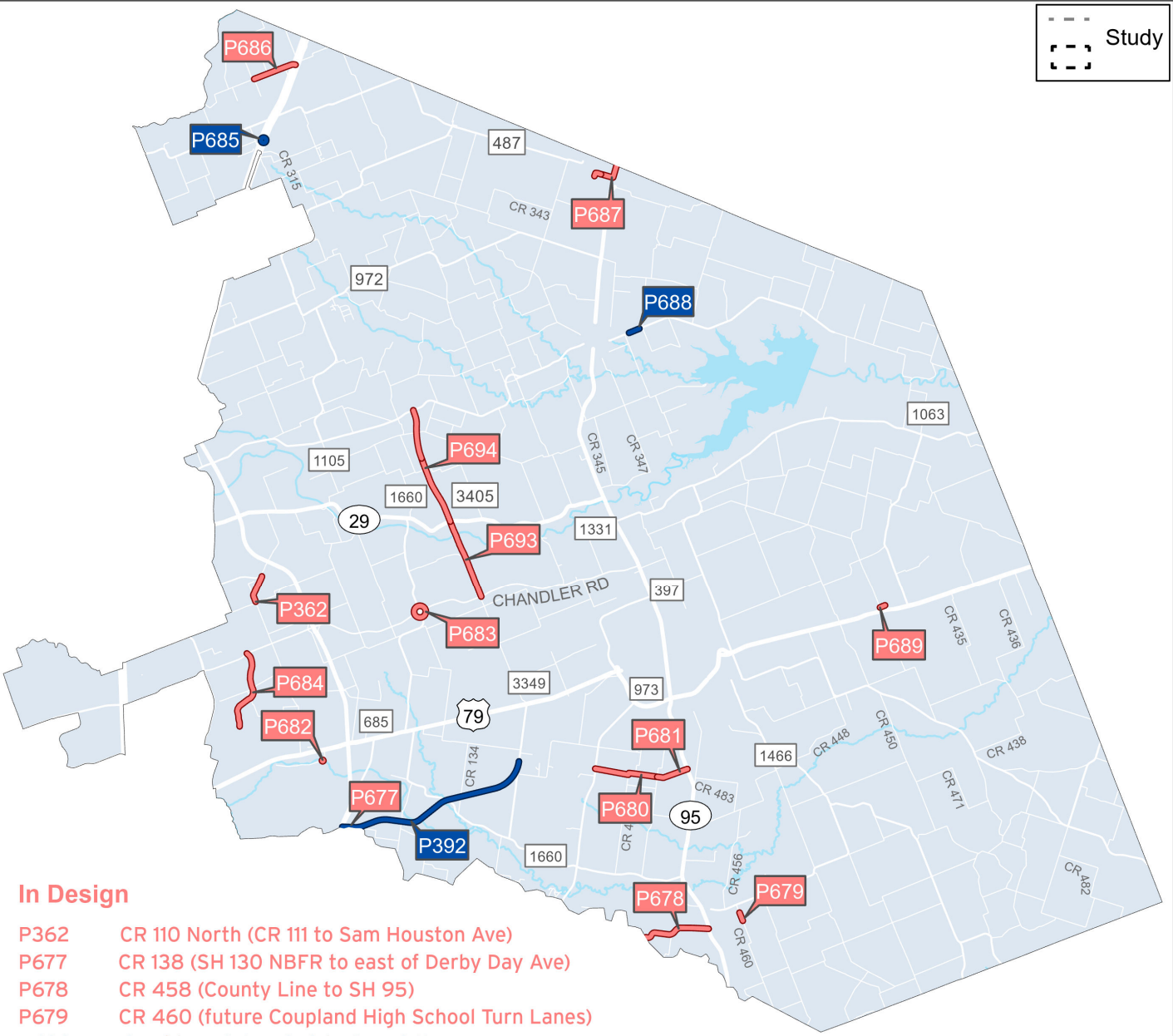
377 CR 112 Widening (FM 1460/A.W. Grimes to CR 117)
378 CR 112 Widening (CR 117 to CR 110)
381 Old Settlers Boulevard (North Red Bud Lane/CR 122 to CR 110)

Completed/Open to Traffic

292 CR111/CR105 Westinghouse (FM 1460 to SH 130)
296 CR 366 (Chandler Road to Carlos G Parker Boulevard Northwest)
307 Bud Stockton Extension (CR 305 to FM 487)
307 Bud Stockton Extension Traffic Signal at FM 487
332 East Wilco Highway (FM 3349/US 79 Interchange) (US 79 to CR 404)
359 East Wilco Highway (Future SH 29 to Ronald Reagan Extension/ Corridor D ◦- -◦
360 East Wilco Highway (Ronald Reagan Ext. / Corridor D to IH 35 / CR 305) ◦- -◦
366 CR 332 Realignment (South of FM 487 to North of CR 313)
369 Bartlett Project (Cottrell Street)
370 MoKan (Georgetown Inner Loop to University Boulevard)
371 East Wilco Highway (US 79 to Chandler Rd/Corridor B2) ◦- -◦
372 East Wilco Highway (Future SH 29 to Chandler Rd) ◦- -◦
373 Coupland Street Project (S. Broad & Muery Streets)
374 Thrall Street Project - S Bounds Street ◦- -◦
376 CR 134/CR 132 Extension (Hutto Arterial)
380 MoKan (University Boulevard to SH 45) ◦- -◦
390a CR Improvements and Paving (CR 401, CR 402, CR 404)
390b CR 404 Hutto Water Line Realignment (Along future CR 404, from CR 404 to CR 404 at FM 973)
390c CR 401/CR 404 Improvements (US 79 to CR 404)
390e CR 404 at FM 973 (CR 404)
391 Samsung Highway (CR 404 Realignment) (CR 404 to FM 3349)
391a CR 132 Realignment ◦- - -◦
392 East Wilco Highway (Southeast Loop Segment 2, Phase 1) (CR 137 to CR 404)
394 CR 307 Reconstruction (CR 307 North of CR 305 Jarrell)
459 Corridor C / SH 29 Bypass (Sam Houston Avenue at Patriot Way to SH 29)
463 East Wilco Highway (Southeast Loop Segment 1, Phase 1) (CR 138 to CR 137)
463a CR 138 Right Turn Lane at SH 130
486 Granger Project (Davilla Street Culvert) (Davilla Street to N Walton Street)
619a Samsung Highway (Future County Road) (CR 404 to FM 973)
620 FM 973 at Taylor High School Signal

2023 ROAD BOND PROGRAM PROJECTS

Precinct 4 - Commissioner Boles



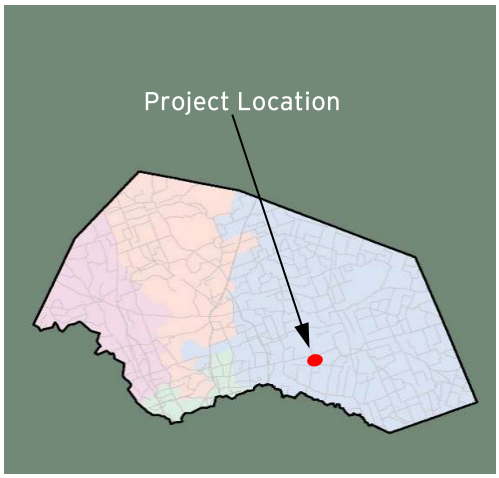
In Design

P362	CR 110 North (CR 111 to Sam Houston Ave)
P677	CR 138 (SH 130 NBFR to east of Derby Day Ave)
P678	CR 458 (County Line to SH 95)
P679	CR 460 (future Coupland High School Turn Lanes)
P680	Corridor A2 (FM 973 to CR 406)
P681	Corridor A2 (CR 406 to SH 95)
P682	CR 123 (Brushy Creek)
P683	Chandler Road (FM 1660 Overpass)
P684	Kenney Fort Boulevard - Segments 5 & 6 (Old Settlers Boulevard to North of University Boulevard)
P686	CR 305 (IH 35 to CR 307)
P687	Salt Lake, Brook, Front Street (Salt Lake Street to Clark Street)
P689	North Barker Street (CR 424 to east end of North Barker Street)
P693	East Wilco Highway (Segment 5) (Chandler Road to SH 29)
P694	East Wilco Highway (Segment 6) (Future SH 29 to FM 971)

Under Construction/Bidding

P392	East Wilco Highway (Southeast Loop - Segment 2)(Corridor E1) (Construction) (CR 137 south of Hutto and CR 404)
P685	Sonterra Boulevard (IH-35 Frontage Road and Sonterra Blvd Intersection)
P688	FM 971 (future Granger High School Turn Lanes)





East Wilco Highway (FM 3349 at US 79)
(FM 3349 from US 79 to CR 404 and new interchange on US 79 at FM 3349 and CR 101)

Project Length: 4.108 Miles
Roadway Classification: Rural Major Collector

Project Schedule: October 2022 - Summer 2025 (Roadwork)
Project Schedule: September 2025 - Spring 2027 (Rail Relocation)
Estimated Construction Cost: $84 Million





JULY 2025 IN REVIEW

7/4/2025: James Construction Group continued installing the 18-inch rock riprap in the ditch between US 79 westbound lane and the field office. Subcontractor ATS continued installing the underpass lighting for the US 79 main lanes and installing the lighting for the City of Hutto and Taylor Welcome signs over US 79.

7/11/2025: James Construction Group continued stockpiling materials and addressing the various punch list items. Subcontractor ATS continued installing the wiring for underpass lighting for the US 79 main lanes.

7/18/2025: James Construction Group continued removing concrete traffic barriers on eastbound and westbound US 79. Subcontractor ESSI continueed installing the perimeter steel barricades along eastbound and westbound US 79.

7/25/2025: James Construction Group continued grading ditches outside the southbound frontage road U-turn and hauling off spoils. Subcontractor ATS continued installing wiring for the underpass lighting and overhead sign lighting on both the northbound and southbound bridges.

Design Engineer: HDR
Contractor: James Construction
Construction Observation:
Asif Mirzazada, HNTB

Williamson County
Road Bond Program

HNTB

Project Name: East Wilco Highway (FM 3349 at US 79)
Project No. 22IFB139

Original Contract Price = $81,941,038.13

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
8/24/2022	9/26/2022	10/6/2022	10/17/2022				1394	90	1484

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	10/18/2022	11/25/2022	39	$755,690.77	$755,690.77	$0.00	$0.00	1	2
2	11/26/2022	12/25/2022	30	$5,128,955.59	$5,884,646.36	$0.00	$0.00	7	0
3	12/26/2022	1/25/2023	31	$1,448,580.10	$7,333,226.46	$0.00	$0.00	9	7
4	1/26/2023	2/25/2023	31	$1,272,882.90	$8,606,109.36	$0.00	$0.00	10	9
5	2/26/2023	3/25/2023	28	$2,922,159.15	$11,528,268.51	$0.00	$0.00	14	11
6	3/26/2023	4/25/2023	31	$1,453,458.85	$12,981,727.36	$0.00	$0.00	15	13
7	4/26/2023	5/25/2023	30	$1,672,497.88	$14,654,225.24	$0.00	$0.00	17	15
8	5/26/2023	6/25/2023	31	$3,188,150.58	$17,842,375.82	$0.00	$0.00	21	17
9	6/26/2023	7/25/2023	30	$2,251,767.13	$20,094,142.95	$0.00	$0.00	24	19
10	7/26/2023	8/25/2023	31	$2,453,925.93	$22,548,068.88	$0.00	$0.00	26	21
11	8/26/2023	9/30/2023	36	$4,580,138.95	$27,128,207.83	$0.00	$0.00	32	23
12	10/1/2023	10/25/2023	25	$3,017,528.73	$30,145,736.56	$0.00	$0.00	35	25
13	10/26/2023	11/25/2023	31	$2,172,558.80	$32,318,295.36	$0.00	$0.00	38	27
14	11/26/2023	12/25/2023	30	$1,638,115.30	$33,956,410.66	$0.00	$0.00	40	29
15	12/26/2023	1/25/2024	31	$4,633,009.82	$38,589,420.48	$0.00	$0.00	45	31
16	1/26/2024	2/25/2024	31	$4,487,381.38	$43,076,801.86	$0.00	$0.00	50	33
17	2/26/2024	3/25/2024	29	$3,973,465.64	$47,050,267.50	$0.00	$0.00	55	35
18	3/26/2024	4/25/2024	31	$1,993,459.10	$49,043,726.60	$0.00	$0.00	57	37
19	4/26/2024	5/25/2024	30	$1,414,938.37	$50,458,664.97	$0.00	$0.00	59	39
20	5/26/2024	6/25/2024	31	$3,026,457.98	$53,485,122.95	$0.00	$0.00	63	42
21	6/26/2024	7/25/2024	30	$832,712.20	$54,317,835.15	$0.00	$0.00	64	44
22	7/26/2024	8/25/2024	31	$1,793,923.46	$56,111,758.61	$0.00	$0.00	66	46
23	8/26/2024	9/25/2024	31	$940,489.83	$57,052,248.44	$0.00	$0.00	67	48
24	9/26/2024	10/25/2024	30	$1,765,660.41	$58,817,908.85	$0.00	$0.00	69	50
25	10/26/2024	11/25/2024	31	$3,097,560.74	$61,915,469.59	$0.00	$0.00	73	52
26	11/26/2024	12/25/2024	30	$1,310,506.13	$63,225,975.72	$0.00	$0.00	74	54
27	12/26/2024	1/25/2025	31	$1,093,915.48	$64,319,891.20	$0.00	$0.00	75	56
28	1/26/2025	2/25/2025	31	$1,505,889.66	$65,825,780.86	$0.00	$0.00	77	58
29	2/26/2025	3/25/2025	28	$1,043,757.97	$66,869,538.83	$0.00	$0.00	78	60
30	3/26/2025	4/25/2025	31	$1,474,607.51	$68,344,146.34	$0.00	$0.00	80	62
31	4/26/2025	5/25/2025	30	$1,062,665.00	$69,406,811.34	$0.00	$0.00	81	68
32	5/26/2025	6/25/2025	31	$2,854,810.52	$72,261,621.86	$0.00	$0.00	85	70
33	6/26/2025	7/25/2025	30	$405,763.42	$72,667,385.28	$0.00	$0.00	85	73

7/31/2025 Comments - James Construction Group continued grading ditches outside the southbound frontage road U-turn and hauling off spoils. They continued to work on punch list items. Subcontractor ATS continued installing wiring for underpass lighting and overhead sign lighting on both the northbound and southbound bridges. Subcontractor Patin continued addressing punch list items on the Jonah waterline.

Change Order Number	Approved	Cost This CO	Total COs
01	4/25/2023	925,354.41	925,354.41

3. County Convenience. 3L Revising safety work/measures desired by the County: This Change Order provides funds to compensate the contractor for installing safety improvements on US 79 until the permanent overpasses are built. By installing these traffic control measures the drivers traveling north bound on FM 3349 can no longer proceed straight or make a left turn at the US 79 intersection. The same will apply for traffic traveling south on CR 101. Drivers will need to make a right turn on US 79

Change Order Number	Approved	Cost This CO	Total COs
02	4/25/2023	82,000.00	1,007,354.41

3. County Convenience. 3L Revising safety work/measures desired by the County: The original bid item 36-inch Ductile Iron Pipe has long lead time of material procurement and is not readily available. Contractor proposed two options with shorter lead time to the City of Hutto as alternatives. City of Hutto has approved option 2, which is 36-inch PVC DR 18 pipe as an alternative with $82,000 increase in cost to the current item and allows contractor to procure material quicker. The cost of this material change is 100% reimbursable by the City of Hutto.

Change Order Number	Approved	Cost This CO	Total COs
03	7/20/2023	195,302.81	1,202,657.22

3. County Convenience. 3F Additional work desired by the County: This Change Order compensates the contractor for installing one steel utility sleeve casing 24 inches in diameter on FM 3349 at station 421+00.

Change Order Number	Approved	Cost This CO	Total COs
04	8/8/2023	-472,492.20	730,165.02

3. County Convenience. 4D Other "Deletion of work requested by the City of Hutto": This Change Order eliminates City of Hutto 16-inch water main line relocations project and 50 LF of 16-inch water line relocation under City of Hutto water line casing project from the original scope of work. The omission of work was requested by the City of Hutto. The cost for restocking of the ordered material and any other related fee is 100% reimbursable by the City of Hutto.

Change Order Number	Approved	Cost This CO	Total COs
05	0/14/23	-5,274.97	724,890.05

5. Contractor Convenience. 5E Other: This Change Order is to revise the Stone Riprap material cost due to a material substitution request from the contractor. James Construction proposed material that has a specific gravity below the Contract requirements but has been accepted by TxDOT in other projects. The EOR approved the use of this material and recommended a reduction in price. This Change Order will result in a cost savings for the proposed material. This Change Order also adds new items to the Contract to pay the Contractor for additional work that was originally paid under the Force Account Line item.

Change Order Number	Approved	Cost This CO	Total COs
06	10/20/2023	130,053.00	854,943.05

3. County Convenience. 3F Additional work desired by the County: This Change Order compensates the contractor for upsizing 562 LF of 12-inch PVC pipe and fittings to 16-inch PVC pipe for the Jonah waterline project due to increased demand. The decision to upsize the pipe was at Jonah's request and will be 100% funded by the Jonah Water Special Utility District.

Change Order Number	Approved	Cost This CO	Total COs
07	10/20/2023	661,031.30	1,515,974.35

3F. Additional work desired by the County : This Change Order compensates the contractor for installing southbound frontage road right turn lane at FM 3349 for City of Hutto Mega Site. This work was requested by the City of Hutto and is 100% reimbursable by the City of Hutto.

Change Order Number	Approved	Cost This CO	Total COs
08	10/20/2023	327,321.48	1,843,295.83

1. Design Error or Omission. 1B. Other: This Change Order compensates the contractor for installation of 280 linear feet of 36-inch Ductile Iron (DI) pipe for City of Hutto water line project, instead of the previously specified 36-inch PVC pipe. This adjustment is required for the 48-inch bored steel casing under FM 3349 and the transition to a 56-inch casing for the open cut section. This modification was requested by and is 100% reimbursable by the City of Hutto.

Change Order Number	Approved	Cost This CO	Total COs
09	1/30/2024	-368,749.53	1,474,546.30

5. Contractor Convenience. 5A Contractor exercises option to change the traffic control plan: This Change Order revises the as-bid Traffic Control Plan (TCP) and construction phasing of the FM 3349 project. The modified TCP allows the Contractor to work on both, the North Bound and South Bound Frontage Roads simultaneously. The changes to the TCP and construction phasing do not impact the project’s completion date and results in savings on several contract items.

Change Order Number	Approved	Cost This CO	Total COs
10	1/30/2024	67,965.30	1,542,511.60

4. Third Party Accommodation. 4B. Third party requested work: This Change Order compensates the Contractor for installing 390 LF of 4-inch steel casing with 1.5" HDPE water service line and fittings for the Jonah waterline project on FM 3349 at station 475+50. This work was requested by the Jonah Water Special Utility District and is 100% reimbursed by the Jonah Water Special Utility District.

Change Order Number	Approved	Cost This CO	Total COs
11	2/1/2024	271,902.72	1,814,414.32

3. County Convenience. 3F. Additional work desired by the County: This Change Order provides compensation to the Contractor for the installation of a 24-inch Steel Encasement Sleeve spanning 470 linear feet in the Jonah water line project on FM 3349 at station 426+51. The sleeve is part of the Williamson County real estate agreement executed during the ROW acquisition.

Change Order Number	Approved	Cost This CO	Total COs
12	4/16/2024	64,791.00	1,879,205.32

1. Design Error or Omission - 1A. Incorrect PS&E. 4B. Third party requested work: This Change Order provides compensation to the Contractor for modifying the length and elevation of the Jonah water line under US79 and UPRR tracks, and for abandoning the existing 2-lnch Jonah water line located within the UPRR ROW on the south side of US79.

Change Order Number	Approved	Cost This CO	Total COs
13	4/16/2024	82,301.65	1,961,506.97

2. Differing Site Conditions (unforeseeable) 2I. Additional safety needs: This Change Order provides compensation to the Contractor for performing pavement repairs, within the project limits, on the existing FM 3349 roadway. The repairs include fixing ruts and cracks and repairing a crash cushion and MBGF damaged by the public. This Change Order also adds new items to install additional small signs to improve safety on the CR 101 (Jughandle Road), pay for off duty police officers, and locating an existing utility line.

Change Order Number	Approved	Cost This CO	Total COs
14	4/16/2024	101,248.22	2,062,755.19

2C. New Development (Conditions Changing After PS&E Completed). This Change Order provides compensation to the Contractor for relocating box culvert No. 4 on the southbound frontage road, to accommodate the location of the new City of Hutto street (Spine Road). The culvert and crossover to FM 3349 were moved approximately 36ft. to the north to align with the centerline of the Spine Road.

Change Order Number	Approved	Cost This CO	Total COs
15	7/16/2024	24,513.18	2,087,268.37

2. Differing Site Conditions (unforeseeable). 2C. New development (conditions changing after PS&E completed). This Change Order provides compensation to the Contractor for additional construction surveying, traffic control management, and low production asphalt placement due to the different site conditions on driveway No. 5 of the northbound frontage road.

Change Order Number	Approved	Cost This CO	Total COs
16	7/16/2024	35,324.07	2,122,592.44

2. Differing Site Conditions (unforeseeable) 2I. Additional safety needs: This Change Order provides compensation to the Contractor for performing pavement repairs, within the project limits, on the existing US 79 eastern turnaround roadway. The repairs include removal of existing failed asphalt surface and flex base areas and replacing it with full depth hot mixed asphalt.

Change Order Number	Approved	Cost This CO	Total COs
17	7/16/2024	11,849.07	2,134,441.51

1. Design Error or Omission 1A. Incorrect PS&E: This Change Order provides compensation to the Contractor for abandoning the water well and removing the pump house, ancillary pipes and fittings, electrical power supply, concrete slab, and performing dirt work within the project right-of-way (ROW) and the Jonah SUD water line easement. The roadway plans do not show the well, and the Jonah water line plans include a note stating, "County to coordinate abandonment of structure with property owner." However, a pay item was not included in the original Contract.

Change Order Number	Approved	Cost This CO	Total COs
18	8/13/2024	18,623.43	2,153,064.94

2. Differing Site Conditions. 2G Unadjusted Utility (unforeseeable): This Change Order compensates the Contractor for modifying the jacked & bored and open trench sections of the Jonah 36-in steel encased water line on Line A. During construction, a newly installed gas line along the northside of US 79 was found to be in conflict with the proposed water line. To clear the conflict, the jacked & bored section of the water line was lowered by 5 ft. This change created the need for additional shoring and material handling, and fittings to return the water line to its original elevation before continuing with the open cut section. To mitigate the cost, Jonah SUD provided revised plan sheets reducing the length of the jacked & bore section and increasing the length of the open cut section. The unused steel casing and spacers were delivered to Jonah SUD for future use.

Change Order Number	Approved	Cost This CO	Total COs
19	8/13/2024	9,869.00	2,162,933.94

1. Design Error or Omission. 1A Incorrect PS&E : This Change Order compensates the Contractor for replacing the bridge blister anchor bolts for the illumination poles on the northbound and southbound bridges. The as-bid plan set specified the incorrect type of base plate and anchor bolts for the bridge mounted poles. The Contractor submitted an RFI proposing to use the specified base plates with the correct type of anchor bolts. The Engineer of Record (EOR) reviewed the request and agreed with the Contractor's proposal. As a result of this change, 27 previously approved and fabricated anchor bolt sets, will be replaced with the correct type for the specified illumination poles. The supplier did not give the Contractor the option to pay a re-stocking fee for the original anchor bolts. Therefore, 27 anchor bolts will be delivered to Wilco maintenance yard to be used in future projects.

Change Order Number	Approved	Cost This CO	Total COs
20	10/8/2024	167,583.65	2,330,517.59

4B. Third party requested work. This Change Order adds an item for lettering and logos with lighting on both northbound and southbound frontage road bridges over US79. The cost of this work will be split equally between the cities of Hutto and Taylor.

Change Order Number	Approved	Cost This CO	Total COs
21	12/19/2024	5,462.50	2,335,980.09

1B. Design Error or Omission. This Change Order compensates the Contractor for installing long-span metal beam guard fence in the project. At several locations on south bound frontage road (SBFR), the backless concrete inlets conflict with the location of the wooden posts supporting the metal beam guard fence (MBGF) runs. These conflicts were reviewed by the Engineer of Record, and it was recommended to utilize the TxDOT standard long-span MBGF to clear the conflicts. This solution has been agreed to by TxDOT Georgetown Area Office.

Change Order Number	Approved	Cost This CO	Total COs
22	4/1/2025	16,354.80	2,352,334.89

2I. Differing Site Conditions, Additional safety needs (unforeseeable). This Change Order compensates the Contractor for replacing a section of the existing metal beam guard fence (MBGF) on SB FM3349 to meet current TxDOT standards. This section of MBGF connects to the concrete barrier protecting the columns of the new bridge and its height needed to be adjusted to be MASH compliant. The original MBGF was installed according to an older TxDOT standard. The proposed adjustment ensures compliance with current TxDOT standards and improves safety of the traffic traveling south from existing FM 3349 to the new South Bound Frontage Road.

Change Order Number	Approved	Cost This CO	Total COs
23	7/2/2025	147,187.12	2,499,522.01

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.

Change Order Number	Approved	Cost This CO	Total COs
24	7/22/2025	$883,598.55	3,383,120.56

3G. County Convenience. Compliance requirements of new laws and/or policies.: This Change Order compensates the Contractor for constructing the UPRR shoo-fly and box culverts at US 79, per the required plan revisions. The final 100% plan set, issued after bid opening, includes the revised culvert and shoo-fly work. Quantity adjustments and new items were required, per the plan revisions.

Adjusted Price = $85,324,158.69

Project Name: Corridor C / SH 29 Bypass
Project No. 23IFB67

Original Contract Price = $30,540,848.03

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
8/15/2023	8/22/2023	9/20/2023	9/30/2023	1/6/2025	6/3/2025		973		973

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	9/30/2023	9/30/2023	1	$1,397,211.48	$1,397,211.48	$155,245.72	$155,245.72	5	0
2	10/1/2023	10/31/2023	31	$1,541,032.92	$2,938,244.40	$171,225.88	$326,471.60	11	3
3	11/1/2023	11/30/2023	30	$1,838,538.26	$4,776,782.66	$204,282.03	$530,753.63	17	6
4	12/1/2023	12/31/2023	31	$2,431,249.16	$7,208,031.82	$270,138.79	$800,892.42	26	10
5	1/1/2024	1/31/2024	31	$1,078,672.93	$8,286,704.75	$119,852.55	$920,744.97	30	13
6	2/1/2024	2/29/2024	29	$2,770,832.24	$11,057,536.99	$307,870.25	$1,228,615.22	40	16
7	3/1/2024	3/31/2024	31	$1,644,580.73	$12,702,117.72	$182,731.19	$1,411,346.41	46	19
8	4/1/2024	4/30/2024	30	$3,003,806.67	$15,705,924.39	$333,756.30	$1,745,102.71	57	22
9	5/1/2024	5/31/2024	31	$1,749,723.10	$17,455,647.49	$194,413.68	$1,939,516.39	63	25
10	6/1/2024	6/30/2024	30	$3,336,725.12	$20,792,372.61	-$845,180.99	$1,094,335.40	72	28
11	7/1/2024	7/31/2024	31	$769,078.30	$21,561,450.91	$40,477.81	$1,134,813.21	74	31
12	8/1/2024	8/31/2024	31	$1,686,094.26	$23,247,545.17	$88,741.80	$1,223,555.01	80	35
13	9/1/2024	9/30/2024	30	$1,598,196.81	$24,845,741.98	$84,115.62	$1,307,670.63	86	38
14	10/1/2024	10/31/2024	31	$1,274,170.93	$26,119,912.91	$67,061.63	$1,374,732.26	90	41
15	11/1/2024	11/30/2024	30	$642,378.80	$26,762,291.71	$33,809.41	$1,408,541.67	92	44
16	12/1/2024	12/31/2024	31	$1,108,005.79	$27,870,297.50	$58,316.09	$1,466,857.76	96	47
17	1/1/2025	1/31/2025	31	$1,015,405.81	$28,885,703.31	-$877,353.61	$589,504.15	96	50
18	2/1/2025	2/28/2025	28	$7,955.05	$28,893,658.36	$162.35	$589,666.50	96	53
19	3/1/2025	5/31/2025	0	$171,500.00	$29,065,158.36	$3,500.00	$593,166.50	97	53

7/31/2025 Comments - Project close-out is underway.

Change Order Number	Approved	Cost This CO	Total COs
01	5/2/2024	$ 6,201.00	$ 6,201.00

2. Differing Site Conditions (Unforeseeable) 2J. Other: This Change Order compensates the contractor for installing and removing a temporary 2-strand electric fence to maintain cattle while the Jonah water line is installed across private property.

Change Order Number	Approved	Cost This CO	Total COs
02	7/3/2024	$ 9,568.50	$ 15,769.50

1B. Design Error or Omission. Other.: This Change Order compensates the contractor for maintaining an existing Jonah water meter that was not accounted for in the plans.

Adjusted Price = $30,556,617.53

Project Name: Bud Stockton at FM 487 Traffic Signal
Project No. 24IFB33

Original Contract Price = $553,983.00

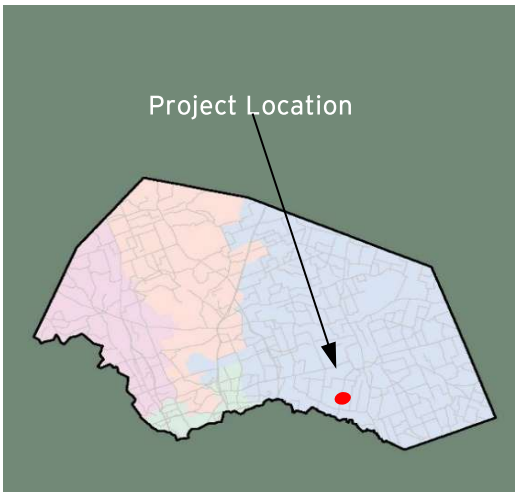
Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
3/14/2024	4/25/2024	7/12/2024	7/22/2024	3/13/2025			263		263

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	7/1/2024	9/30/2024	71	$100,800.00	$100,800.00	$11,200.00	$11,200.00	20	27
2	10/1/2024	10/31/2024	31	$51,615.00	$152,415.00	$5,735.00	$16,935.00	31	39
3	11/1/2024	1/31/2025	92	$250,246.30	$402,661.30	$4,257.70	$21,192.70	77	74
4	2/1/2025	7/31/2025	41	$106,385.00	$509,046.30	-$10,804.00	$10,388.70	94	89

7/31/2025 Comments - Austin Traffic Signal continued working on punch list items.

Adjusted Price = $553,983.00





East Wilco Highway (Southeast Loop - Segment 2)
(CR 137 south of Hutto and CR 404)

Project Length: 4.658 miles
Roadway Classification: Rural Arterial

Project Schedule: September 2024 - Summer 2028
Estimated Construction Cost: $64.4M



JULY 2025 IN REVIEW

7/4/2025: Capital Excavation continued setting coping at Wall #2 and set the bridge beams for spans #17 through #20 of the Brushy Creek bridge and spans #1 through #6 of the Cottonwood Creek bridge.

7/11/2025: Capital Excavation completed setting the coping at Wall #2 and formed and poured the concrete for the flume behind Wall #2. Subcontractor Woolery installed the metal beam guard fence at Bridge #6.

7/18/2025: Capital Excavation continued forming and pouring concrete for the flume behind Wall #2 and completed removing the forms from Bent #15 cap on the Brushy Creek bridge and formed and poured concrete for the shear keys on the Cottonwood Creek bridge.

7/25/2025: Capital Excavation began working on the CR 137 widening at the East Wilco Highway intersection. Capital Excavation continued processing flexible base from CR 137 to Abutment #1 of the Brushy Creek bridge. The mow strips for the metal beam guard fence on the eastbound lanes were poured at Bridge #3.



Design Engineer: JMT
Contractor: Capital Excavation
Construction Observation:
Kyle McCoy, HNTB

Williamson County
Road Bond Program

Project Name: East Wilco Highway (Southeast Loop, Segment 2)
Project No. 24IFB59

Original Contract Price = $64,407,606.63

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
7/17/2024	7/30/2024	8/30/2024	9/12/2024				1345		1345

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	9/12/2024	10/31/2024	50	$4,044,752.86	$4,044,752.86	$449,416.98	$449,416.98	7	4
2	11/1/2024	11/30/2024	30	$3,359,150.02	$7,403,902.88	$373,238.90	$822,655.88	13	6
3	12/1/2024	12/31/2024	31	$4,898,958.06	$12,302,860.94	$544,328.67	$1,366,984.55	22	8
4	1/1/2025	1/31/2025	31	$4,097,979.17	$16,400,840.11	$455,331.02	$1,822,315.57	29	11
5	2/1/2025	2/28/2025	28	$3,405,635.50	$19,806,475.61	$378,403.94	$2,200,719.51	35	13
6	3/1/2025	3/31/2025	31	$2,448,654.07	$22,255,129.68	$272,072.68	$2,472,792.19	40	15
7	4/1/2025	4/30/2025	30	$4,232,053.26	$26,487,182.94	$470,228.14	$2,943,020.33	47	17
8	5/1/2025	5/31/2025	31	$4,846,719.71	$31,333,902.65	-$1,293,867.56	$1,649,152.77	53	19
9	6/1/2025	6/30/2025	30	$2,418,135.32	$33,752,037.97	$127,270.28	$1,776,423.05	57	22

7/31/2025 Comments - Capital Excavation began working on the CR 137 widening at the East Wilco Highway intersection. Capital continued processing the flexible base from CR 137 to Abutment #1 of the Brushy Creek bridge. Flowable fill was poured at Abutment #1 of the Brushy Creek bridge. Capital began setting deck panels on the Cottonwood Creek bridge. The mow strips for the metal beam guard fence on the eastbound lanes were poured at Bridge #3. Curb and gutter were placed in this area. Concrete rail was slipped between Bridges #4 and #5, as well as rail on Bridge #4. Curb and gutter were placed for the eastbound lanes between Bridges #4 and 5 and west of Bridge #4.

Change Order Number	Approved	Cost This CO	Total COs
01	3/11/2025	$41,168.11	$ 41,168.11

6A. Right-of-Way not clear (third party responsibility for ROW). This Change Order compensates the Contractor for plugging and abandoning an existing water well that was discovered while clearing the right-of-way. 3F. Additional work desired by the County. The County requested an abandoned house adjacent to the project on County property to be demolished. 3I. Implementation of improved technology or better process. Added detection system for the temporary signal trailers to make CR 138 intersection safer for the traveling public.

Change Order Number	Approved	Cost This CO	Total COs
02	5/20/2025	-$261,915.65	-$220,747.54

4D. Third Party Accommodation. Other. This Change Order officially issues the "For Construction" plan set for the Jonah Water Line "B", adds new items to the contract, and adjust quantities to reflect the line being installed in the existing Jonah easement instead of in Williamson County's ROW which was shown in the bid set.

Change Order Number	Approved	Cost This CO	Total COs
03	7/2/2025	-$1,686,657.10	-1,907,404.64

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.

Adjusted Price = $62,500,201.99

Commissioners Court - Regular Session **68.**

Meeting Date: 08/19/2025

Variance request to the Williamson County Subdivision Regulations from Jeff Marsh for Lot 16 Block C of the Spears Ranch on Salado Creek Section 1 subdivision – Pct 3

Submitted For: Adam Boatright **Submitted By:** Adam Boatright, Infrastructure

Department: Infrastructure

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving a variance request to the Williamson County Subdivision Regulations from Jeff Marsh for Lot 16, Block C of the Spear's Ranch on Salado Creek Section 1 subdivision – Precinct 3.

Background

Jeff Marsh, property owner of Lot 16, Block C of the Spear's Ranch on Salado Creek Section 1 subdivision, is requesting a variance to the Williamson County Subdivision Regulations as discussed in the attached letter. Staff recommends approval.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Variance Request Letter

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	08/14/2025 11:54 AM
Form Started By: Adam Boatright		Started On: 08/14/2025 11:45 AM
Final Approval Date: 08/14/2025		

Mr. Adam D. Boatright, PE

Williamson County Engineer

3151 S.E. Inner Loop, Suite B

Georgetown, TX 78626

RE: Variance Request to Waive Ground Water Study for Replat of Spears Ranch on Salado Creek Section 1, Lot 16, Block C Replat

Mr. Boatright,

I am writing to formally request a variance to waive the requirement for a Ground Water Study in Section 5.39 of the Williamson County Subdivision Regulations for the Replat of Spears Ranch on Salado Creek Section 1, Lot 16, Block C Replat, near Jarrell.

The initial review comments on our replat application highlighted the requirement based on Title 30, Part 1, Chapter 230 of the Texas Administration Code. Under the Texas Local Government Code, Chapter 232, Subchapter A, Section 232.0032, a county must require that a plat application for a subdivision of a tract of land for which the source of the water supply intended for the subdivision is groundwater must have a Ground Water Study that certifies that adequate groundwater is available for the subdivision. A Commissioner's Court may waive this requirement if:

> (1) based on credible evidence of groundwater availability in the vicinity of the proposed subdivision, the Commissioner's Court determines that sufficient groundwater is available and will continue to be available to the subdivided tract of land; and
>
> (2) either:
>
> > (A) the entire tract proposed to be subdivided by the plat will be supplied with groundwater from the Gulf Coast Aquifer or the Carrizo-Wilcox Aquifer; or
> >
> > (B) the proposed subdivision divides the tract into not more than 10 parts.

As part of the plat review process with your staff, we have provided evidence of groundwater availability via the well-driller's report. Further, this subdivision of land is dividing the existing 30-acre lot into two smaller lots (approximately 16 and 13 acres) for

the purpose of constructing a second single family home on the property. Both lots will be owned and occupied by family members. We intend to use the existing well that is already located within the property to serve both lots.

We respectfully request you and the Williamson County Commissioners Court consider the variance request as stated herein.

Very Respectfully,



Jeff Marsh

Owner of Spears Ranch on Salado Creek Section 1, Lot 16, Block C Replat

Commissioners Court - Regular Session **69.**

Meeting Date: 08/19/2025

22IFB139 FM3349 at US79 - Change Order #25 (Cable Railing and MOW Strip on US79)

Submitted By: Julissa Vasquez, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

This Change Order compensates the Contractor for installing a cable barrier and riprap mow strip along the center median of US 79 where TxDOT eliminated it from their Contract due to ongoing construction in the median. This work was requested by TxDOT and will be paid for by TxDOT. Multiple items will be added by this Change Order. Please see attached Change Order. This Change Order results in a net increase of $248,517.11 to the Contract amount, for an adjusted Contract total of $85,572,675.80. The original Contract amount was $81,941,038.13. As a result of this and all Change Orders to-date, $3,631,637.67 has been added to the Contract, resulting in an 4.43% 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.

Background

This Change Order compensates the Contractor for installing a cable barrier and riprap mow strip along the center median of US 79 where TxDOT eliminated it from their Contract due to ongoing construction in the median. This work was requested by TxDOT and will be paid for by TxDOT. Multiple items will be added by this Change Order. Please see attached Change Order. This Change Order results in a net increase of $248,517.11 to the Contract amount, for an adjusted Contract total of $85,572,675.80. The original Contract amount was $81,941,038.13. As a result of this and all Change Orders to-date, $3,631,637.67 has been added to the Contract, resulting in an 4.43% 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 at US79 - Change Order #25 (Cable Railing and MOW Strip on US79)

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	08/14/2025 10:08 AM
Form Started By: Julissa Vasquez		Started On: 08/08/2025 01:22 PM
Final Approval Date: 08/14/2025		

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 25

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. 693+00 to Sta. 757+48

Type of Change(on federal-aid non-exempt projects): Minor (Major/Minor)

Reasons: 3F (3 Max. - In order of importance - Primary first)

Describe the work being revised:

3F. County Convenience. Additional work desired by the County.: This Change Order compensates the Contractor for installing cable barrier and riprap mow strip along the center median of US 79. This work was requested by TxDOT and will be paid for by TxDOT.

Work to be performed in accordance with Items: See attached

New or revised plan sheet(s) are attached and numbered: 4 - 36

New Special Provisions/Specifications to the contract are attached: ☐ Yes ☑ No

New Special Provisions to Item N/A No. N/A. Special Specification Item N/A are attached.

Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.

THE CONTRACTOR Date 8-4-25

By

Typed/Printed Name Joey William

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: $248,517.11

Original Contract Amount:	$81,941,038.13
Total Change Orders To-Date:	$3,631,637.67
Percent Change in Original Contract:	4.43%

RECOMMENDED FOR EXECUTION:

Senior Construction Engineer — 8/6/2025 Date

Program Manager — 8/13/2025 Date

N/A
3rd Party Signature — Date

RECOMMENDED FOR EXECUTION:

Department of Infrastructure
Williamson County — 8/14/2025 Date

APPROVED:

Presiding Officer of the
Williamson County Commissioners Court — Date

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 25 ***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/ UNDERRUN
432 6045.1	RIPRAP (MOW STRIP)(4 IN) -034	CY	$524.95	0.00	$0.00	288.00	288.00	$151,185.60	$151,185.60
500 6001.1	MOBILIZATION -034	LS	$10,074.75	0.00	$0.00	1.00	1.00	$10,074.75	$10,074.75
543 6002	CABLE BARRIER SYSTEM (TL-4) -034	LF	$11.09	0.00	$0.00	6,448.00	6,448.00	$71,508.32	$71,508.32
543 6020	CABLE BARRIER TERMINAL SECTION (TL-4) -034	EA	$5,249.48	0.00	$0.00	3.00	3.00	$15,748.44	$15,748.44
	TOTALS				$0.00			$248,517.11	$248,517.11

Williamson County Road Bond Program

FM3349 at US 79
Williamson County Project No. 22IFB139

Change Order No. 25

Reason for Change

This Change Order compensates the Contractor for installing cable barrier and riprap mow strip along the center median of US 79 where TxDOT eliminated it from their Contract due to ongoing construction in the median. This work was requested by TxDOT and will be paid for by TxDOT.

Following is summary of new items required for this Change Order.

ITEM	DESCRIPTION	QTY	UNIT
432 6045.1	RIPRAP (MOW STRIP)(4 IN)	288	CY
500 6001.1	MOBILIZATION	1	LS
543 6002	CABLE BARRIER SYSTEM (TL-4)	6448	LF
543 6020	CABLE BARRIER TERMINAL SECTION (TL-4)	3	EA

This Change Order results in a net increase of $248,517.11 to the Contract amount, for an adjusted Contract total of $85,572,675.80. The original Contract amount was $81,941,038.13. As a result of this and all Change Orders to-date, $3,631,637.67 has been added to the Contract, resulting in an 4.43% 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%	
	Change order #24	$883,598.55	1.08%	
	Change order #25	$248,517.11	0.30%	
	Total changes to date	$3,631,637.67	4.43%	(Running totals here)
	Adjusted contract amount	$85,572,675.80		

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

INVOICE

Date: 5/9/2025

Change Order #_____

Primoris Services Corporation
James Construction Group

Bill To:
HNTB - WILLIAMSON COUNTY

RE:
Wilco FM3349 @ US-79
ASIF MIRZAZADA
CSJ: 3486-01-008
PROJECT# 20221115

Qty	UM	Description	Unit Price	Total
288	CY	ESSI - Riprap Mow Strip 4" (4326045)	$524.95	**$151,185.60**
1	LS	ESSI - Mobilization (5006001)	$10,074.75	**$10,074.75**
6448	LF	ESSI - Cable Barrier TL-4 (5436002)	$11.09	**$71,508.32**
3	EA	ESSI - Terminal Section TL-4 (5436020)	$5,249.48	**$15,748.44**
			Total	**$248,517.11**

Change order pricing for the cost installing cable barrier along the center median of US-79 along with terminal ends and mow strip

James Construction Group, LLC

Contractor's Basis of Estimate

Date:	5/8/2025	**Project:**	STP 1902(281)			**County:**	Bell
CO Pricing Good For:	**30 Days (unless noted otherwise elsewhere)**	**Control:**	2133-02-014			**Highway:**	IH 14
Description:	INSTALL CABLE BARRIER	**Original Contract:**	$ 81,941,038.13	**Net CO:**	$ 248,534.62	**Revised Contract:**	$ 82,189,572.75
Estimated Qty:	1 LS $ 248,534.62	**Narrative:**	At HNTB's direction, JCG respectfully submits the following basis of estimate for the cost of installing cable barrier along US 79 (approx. 6,448 LF). Pricing only includes the following; riprap mow strip, cable barrier, terminal sections, and mobilization. JCG's cost of $6.96/LF is added to ESSI's unit cost of $3.50/LF to arrive at $10.46/LF for the cable barrier.				

JCG reserves the right to request equitable time and monetary adjustments for additional or unforeseen work resulting from this change order.

Subcontractors	**QTY**	**UM**	**Price**	**Cost + Profit**	**Cost + Bond**
ESSI - Riprap Mow Strip 4" (4326045)	288.00	CY	$ 495.00	$ 149,688.00	$ 151,184.88
ESSI - Mobilization (5006001)	1.00	LS	$ 9,500.00	$ 9,975.00	$ 10,074.75
ESSI - Cable Barrier TL-4 (5436002)	6448.00	LF	$ 10.46	$ 70,818.38	$ 71,526.57
ESSI - Terminal Section TL-4 (5436020)	3.00	EA	$ 4,950.00	$ 15,592.50	$ 15,748.43
				Subtotal	$ 248,534.62
				Total Subcontract	**$ 248,534.62**
				TOTAL COST	**$ 248,534.62**

James Construction Group, LLC

Contractor's Basis of Estimate

Date:	5/8/2025	**Project:**	STP 1902(281)			**County:**	Bell
CO Pricing Good For:	**30 Days (unless noted otherwise elsewhere)**	**Control:**	2133-02-014			**Highway:**	IH 14
Description:	INSTALL CABLE BARRIER	**Original Contract:**	$ 81,941,038.13	**Net CO:**	$ 44,877.34	**Revised Contract:**	$ 81,985,915.47
Estimated Qty:	6448 LF $ 44,877.34	**Narrative:**	At HNTB's direction, JCG respectfully submits the following basis of estimate for JCG's portion of installing cable barrier along US-79. This pricing includes survey layout, concrete testing, spoil removal, and traffic control. In total, JCG's work comes to $6.96/LF of cable barrier.				

JCG reserves the right to request equitable time and monetary adjustments for additional or unforeseen work resulting from this change order.

Labor	**Reg Hrs**	**OT Hrs**	**UM**	**Reg Rate**	**OT Rate (x1.5)**	**Extended**
Superintendent (supervision)	20.00	0.00	HR	$ 70.00	$ 105.00	$ 1,400.00
Surveyors x2 (layout)	20.00	0.00	HR	$ 40.00	$ 60.00	$ 800.00
Operator - Medium x2 (spoil removal)	40.00	0.00	HR	$ 25.00	$ 37.50	$ 1,000.00
Foreman x1 (material pickup)	10.00	0.00	HR	$ 60.00	$ 90.00	$ 600.00
Laborers x3 (material pickup)	30.00	0.00	HR	$ 25.00	$ 37.50	$ 750.00
					Subtotal	$ 4,550.00
					25% Profit	$ 1,137.50
					55% Burdens	$ 2,502.50
					Total Labor	**$ 8,190.00**

Equipment	**QTY**	**UM**	**Rate**	**Extended**
3/4 Ton Pickup Truck (material pickup)	10.00	HR	$ 29.69	$ 296.90
1/2 Ton Pickup Truck (supervision)	20.00	HR	$ 33.05	$ 661.00
1/2 Ton Pickup Truck (layout)	10.00	HR	$ 33.05	$ 330.50
Long Bed Trailer (material pickup)	10.00	HR	$ 10.75	$ 107.50
Medium Skidsteer (spoil removal)	20.00	HR	$ 82.79	$ 1,655.80
420 Backhoe (spoil removal)	20.00	HR	$ 79.62	$ 1,592.40
Survey Equipment/Software (layout)	1.00	LS	$ 250.00	$ 250.00
			Subtotal	$ 4,894.10
			15% Profit	$ 734.12
			Total Equipment	**$ 5,628.22**

Subcontractors	**QTY**	**UM**	**Price**	**Extended**
Arias - Concrete Testing	1.00	LS	$ 4,000.00	$ 4,000.00
Statewide - Spoil Trucking	6.00	LDS	$ 470.00	$ 2,820.00
AWP - Traffic Control	1.00	LS	$ 17,600.00	$ 17,600.00
ESSI - Bonding Cost	1.00	DLS	$ 4,736.95	$ 4,736.95
			Subtotal	$ 29,156.95
			5% Profit	$ 1,457.85
			Total Subcontract	**$ 30,614.80**

TOTAL OF WORK PERFORMED	**$ 44,433.01**
BOND FEE (ADD 1%)	**$ 444.33**
TOTAL COST	**$ 44,877.34**
UNIT PRICE (TOTAL COST/EST. QTY)	**$ 6.96**

Description:	Cable barrier to be installed from US-79 turnaround on east end of project to turnaround West of Jughandle intersection. Approx. 6,448 LF

Projected Value by Bid Item and Average Low Bid

Bid Item	Description	QTY's	U/M	AVG Low Bids	Total
5436002	TL4 Fence	6448	LF	$ 11.25	$ 72,540.00
5436020	TL4 Term End	3	EA	$ 2,450.00	$ 7,350.00
4326045	4" Mowstrip	288	CY	$ 676.28	$ 194,768.64
5026026	Traffic Control	20	DAY	$ 500.00	$ 10,000.00
61856002	TMA (Stationary)	20	DAY	$ 307.07	$ 6,141.40
					$ 290,800.04

Actual Value by Bid Items Priced

Bid Item	Description	QTY's	U/M	AVG Low Bids	Total
4326045	4" Mowstrip	288	CY	$ 524.95	$ 151,185.60
5006001	Mobilization	1	LS	$ 10,074.75	$ 10,074.75
5436002	TL4 Fence	6448	LF	$ 11.09	$ 71,508.32
5436020	TL4 Term End	3	EA	$ 5,249.48	$ 15,748.44
					$ 248,517.11

JCG estimates a savings of $42,282.93 to TxDOT for providing materials

ESSI
ENVIRONMENTAL SAFETY SERVICES INC.

Environmental Safety Services, Inc.
P.O. Box 54
Buda, Texas, 78610

Phone: 512-989-2259
Fax: 512-372-9375

**** CERTIFIED DBE / MBE / HUB / HABE / SBE CONTRACTOR ****

COA/TXDOT MBE/DBE #: VS0000012711, SCTRCA SBE/MBE/HABE #: 215049005, Texas HUB #: 1260203041800

Bid Date: **5.8.2025** **Proposal #:** **2130-009-R3**
Project: **FM 3349 & US 79 - Install Cable Barrier Run#21**
For: **Williamson County**

Environmental Safety Services proposes to provide all the materials, labor, equipment and supervision necessary to perform the following work at the above referenced project per plans and specifications.

ITEM #	DESCRIPTION	UNIT	QUANTITIES	BID PRICE	EXT. PRICE
432-6045	RIPRAP (MOW STRIP)(4 IN)	CY	288.00	$495.00	$142,560.00
500-6001	MOBILIZATION	LS	1.00	$9,500.00	$9,500.00
543-6002	CABLE BARRIER SYSTEM (TL-4)	LF	6,448.00	$3.50	$22,568.00
543-6020	CABLE BARRIER TERMINAL SECTION (TL-4)	EA	3.00	$4,950.00	$14,850.00
				TOTAL	**$189,478.00**

Exclusions:
All permits, lane closures, traffic control, survey, layout, testing, maintenance, engineering, utility potholing, & cable and cable barrier material(s) listed on the material inventory sheet provided to ESSI by PSC.

Notes:
General Contractor to provide staging/storage area for ESSI materials & equipment.

*** Sales tax is not included in above pricing. Please send an exemption certificate if exempt, otherwise sales tax will be added.

If bond is required, add 2.5% of contract amount.
Pricing is good for thirty (30) days.
*****All bid prices are negotiable.*****

Respectfully submitted by Joshua Ealand

Accepted by: _____ Date: _____

Commissioners Court - Regular Session **70.**

Meeting Date: 08/19/2025

East Wilco Highway, Seg 2 - Atmos Gas LONO Exhibit

Submitted By: Ragan Riggs, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on the LONO Exhibit between Williamson County and Atmos Energy Corporation in relation to the Line P(2nd) (30” Steel Gas Pipeline) and Line P (South) (20” Steel Gas Pipeline).

Background

Atmos Energy has determined that the design for the proposed roadway pavement improvements, consisting of three (3) 12’ wide travel lanes with 4’-4.5’ wide concrete shoulders and a 10’ wide concrete shared use path, will not present a significant conflict provided that this letter is executed and returned prior to the commencement of the construction and the following additional criteria are followed:
During Construction:

1. Based on previously provided construction equipment loads and stress analysis, a timber matting air-bridge per Atmos Standard 11-100-00 shall be utilized for any construction equipment crossing prior to the installation of the above-referenced road/street and protective slab. There must be an air gap over the designated crossing locations for the construction equipment to cross. At no time shall construction equipment be allowed to travel parallel with the right-of-way, directly over the top of any Atmos pipeline.
2. A minimum of 4.22 feet for Atmos Energy’s Line P(2nd) (30” Steel Gas Pipeline) and 3.38 feet for Atmos Energy’s Line P(South) (20” Steel Gas Pipeline) of existing cover shall be maintained over the existing Atmos Energy facilities where construction vehicle crossings will occur prior to the construction of the proposed roadway pavement improvements for Williamson County.
3. No medium-to-large vibratory compaction equipment is allowed within a minimum of 10 feet of the pipeline(s). Only walk-behind vibratory rollers / compactors are allowed.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

East Wilco Highway, Seg 2 - Atmos Gas LONO Exhibit

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	08/14/2025 10:15 AM
County Judge Exec Asst.	Delia Colon	08/14/2025 10:25 AM
Form Started By: Ragan Riggs		Started On: 08/12/2025 10:21 AM
Final Approval Date: 08/14/2025		

Docusign Envelope ID: D616F9B8-D210-4271-923E-C708E350812C

May 8, 2025

Steven Snell
Williamson County Judge
710 Main Street, Georgetown, TX, 78626
Steve.Snell@wilcotx.gov
(512) 943-1550

Re: Line P(2nd) (30" Steel Gas Pipeline) and Line P(South) (20" Steel Gas Pipeline), Atmos Energy Pipeline and the *SE LOOP PH2 PLAN AND PROFILE ATMOS GAS LONO EXHIBIT* for the proposed East Wilco Hwy Seg 2 Ph 1 Project, Williamson County, TX.

Dear Mr. Snell,

It is Atmos Energy Corporation's (Atmos Energy) understanding that Cobb, Fendley & Associates, Inc., on behalf of Willamson County, developed the *SE LOOP PH2 PLAN AND PROFILE ATMOS GAS LONO EXHIBIT* depicting the proposed roadway improvements, including a proposed 56.5' wide roadway that will consist of three (3) 12' wide travel lanes with 4'-4.5' wide concrete shoulders and a 10' wide concrete shared use path, that will encroach upon Atmos Energy's Line P(2nd) (30" Steel Gas Pipeline) and Line P(South) (20" Steel Gas Pipeline) easement at approximate pipeline station numbers 1411+60 and 1109+86, respectively.

The proposed design for the proposed roadway pavement improvements as shown in the *SE LOOP PH2 PLAN AND PROFILE ATMOS GAS LONO EXHIBIT*, provided by professional engineer, Derrick Horvath, on April 2, 2025, indicates that proposed roadway pavement improvements, consisting of three (3) 12' wide travel lanes with 4'-4.5' wide concrete shoulders and a 10' wide concrete shared use path, will encroach upon Atmos Energy's Line P(2nd) (30" Steel Gas Pipeline) and Line P(South) (20" Steel Gas Pipeline) at or near a thirty nine (39°) angle as approved by Atmos Energy. The existing depth from the top of Line P(2nd) (30" Steel Gas Pipeline) to the existing grade level was pothole verified as approximately **4.22 feet** and the existing depth from the top of Line P(South) (20" Steel Gas Pipeline) to the existing grade level was pothole verified as approximately **3.38 feet**. Per the proposed design, existing cover shall not be reduced within the Atmos easement. No excavation or "open-cut" method has been approved over the Atmos Energy gas pipelines and their perspective easements. **For any construction equipment crossing the Atmos Energy pipelines, a timber matting air-bridge per Atmos Standard 11-100-00 shall be utilized.**

Based on the above referenced information, Atmos Energy has determined that the design for the proposed roadway pavement improvements, consisting of three (3) 12' wide travel lanes with 4'-4.5' wide concrete shoulders and a 10' wide concrete shared use path will not present a significant conflict provided that this letter is executed and returned prior to the commencement of the construction and the following additional criteria are followed:

Docusign Envelope ID: D616F9B8-D210-4271-923E-C708E350812C

During Construction:

- Based on previously provided construction equipment loads and a stress analysis, a timber matting air-bridge per **Atmos Standard 11-100-00** shall be utilized for any construction equipment crossing prior to the installation of the above referenced road/street and protective slab. There must be an air gap over the designated crossing locations for the construction equipment to cross. *At no time shall construction equipment be allowed to travel parallel with the right-of-way, directly over the top of any Atmos pipeline*

- A minimum of **4.22 feet** for Atmos Energy's Line P(2nd) (30" Steel Gas Pipeline) and **3.38 feet** for Atmos Energy's Line P(South) (20" Steel Gas Pipeline) of existing cover shall be maintained over the existing Atmos Energy facilities where construction vehicle crossings will occur prior to the construction of the proposed roadway pavement improvements for Williamson County.

- No medium to large vibratory compaction equipment is allowed within a minimum of 10 feet from the pipeline(s). Only walk-behind vibratory rollers / compactors are allowed.

Atmos Energy will not object to the construction of this portion of the proposed project if the following additional criteria are met:

- Please contact Texas 811 for line locates 72 hours prior to excavation. Please contact **Atmos Energy Damage Prevention Representative Chris Wren at (512) 801-5824** in advance of excavation activities within the vicinity of Atmos Energy facilities.

- **Atmos Energy's facilities must be exposed, and their elevations field verified prior to starting any construction activity.** In the event that Atmos Energy's facilities were inaccurately represented in the proposed design, construction will not be allowed to continue in Atmos Energy's easement until the field-verified location(s) of Atmos Energy facilities have been incorporated into the project design and resubmitted to Atmos Energy for re-review and approval.

- Mechanical excavation (and/or compaction), with the exception of the potholing procedure mentioned above, is not allowed within five feet (5') horizontally from Atmos Energy's facilities. Excavation (and / or compaction) closer than five feet (5') horizontally from Atmos Energy's facilities must be done by hand.

- Positive drainage must be maintained within Atmos Energy's easement. Placement of any additional fill within the easement is not permitted without the prior written approval of Atmos Energy.

- Atmos Energy's easement will be protected from washing and erosion during construction and/or repairs.

- At no time may cover be removed from the easement or right-of-way without the prior written approval of Atmos Energy and in no case may cover over Atmos Energy's

Docusign Envelope ID: D616F9B8-D210-4271-923E-C708E350812C

facilities be reduced to less than existing grade depth (top of grade to top of pipe).

- Atmos Energy's easement will be protected from washing and erosion during construction and/or repairs.

- Equipment, materials, or excess dirt will not be stored on the easement during construction without the prior written approval of Atmos Energy.

- Atmos Energy will not be responsible for damage to any allowed encroachments.

- Atmos Energy reserves the right for future uses of this easement, including but not limited to, ingress and egress, reconstructing, removing, relocating, maintaining, operating, etc., of any of its facilities.

- Impact/conflict analysis was based on and is limited to drawings and documents submitted to Atmos Energy, as referenced above. ANY change in scope of work contained in these drawings must be resubmitted for re-review and approval.

You are not authorized to commence work until Atmos Energy has received a signed copy of this letter.

This letter is only for the above-described encroachment and the work associated to install said encroachment. All other crossings of Atmos pipelines, whether indicated on the referenced drawings or future crossings, will require additional letters-of-no-objection and encroachment agreements.

If you have any questions or if I may be of additional assistance, please feel free to contact Emily Pack, at 512-695-9024, or Garrett Harbert, at 512-316-8697.

Sincerely,

DocuSigned by:
Garrett R. Harbert
FCD62B0C71054A9...

Garrett Harbert, P.E.
Manager of Engineering Services
Atmos Energy Corporation
1500 W Loop 340
Waco, TX 76712

cc: Garrett Harbert (Atmos Engr Manager)
Emily Pack (Atmos Engineer)
Chris Wren (Atmos Damage Prevention)
Stewart Hill (Atmos ROW)
Josiah Torrez (Atmos Operations)

Docusign Envelope ID: D616F9B8-D210-4271-923E-C708E350812C

Acknowledged by:

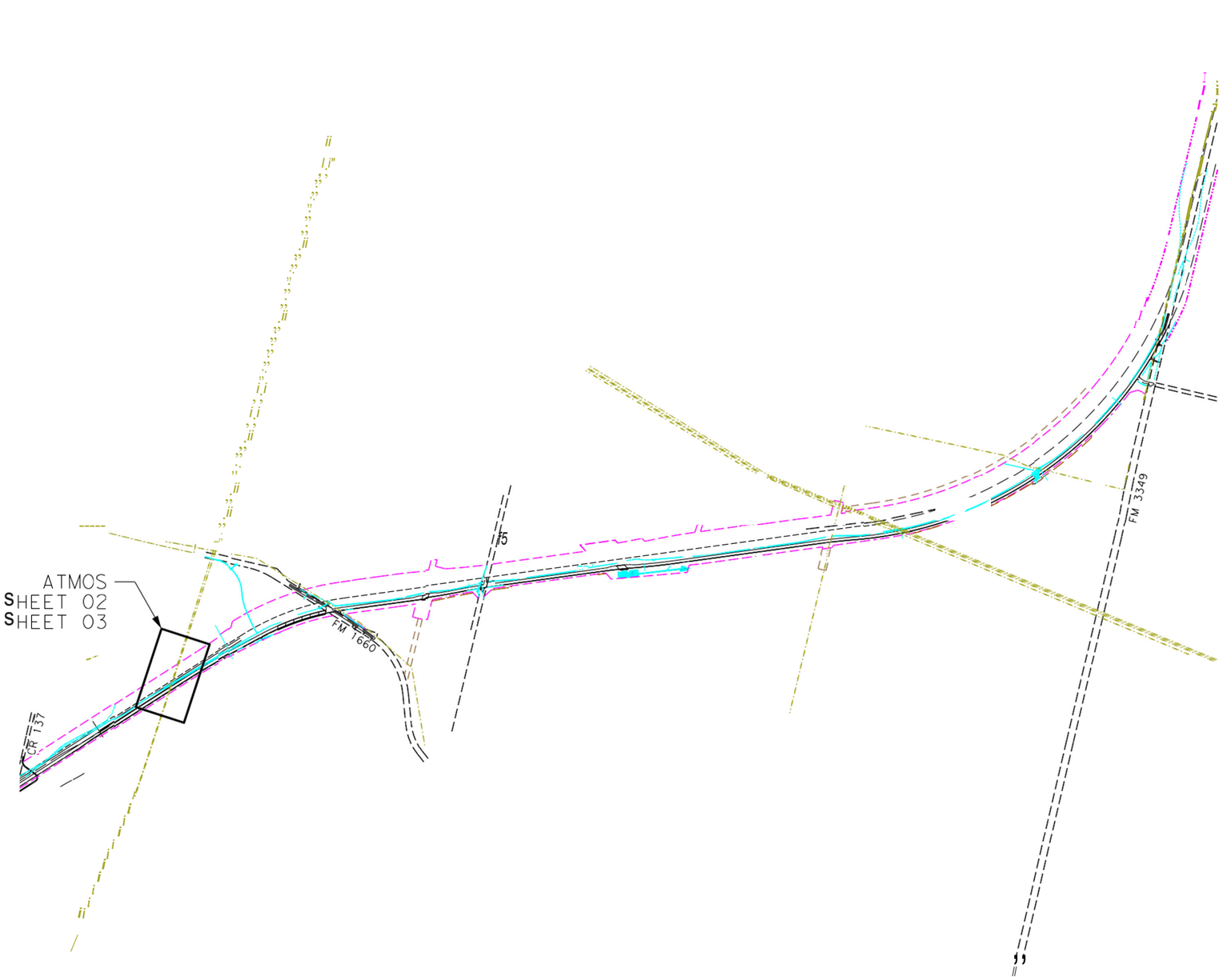
Signature: _____

Name: _____

Title: _____

Date: _____

Docusign Envelope ID: D616F9B8-D210-4271-923E-C708E350812C



STATE OF TEXAS
DERRICK A. HORVATH
140327

WILLIAMSON COUNTY
1848

CobbFendley
Texas Registration No. 274
9600 N. Mopac Expressway, Suite 800
Austin, Texas 78759
512.834.97981 fax 512.834.95531 www.cobbfendley.com

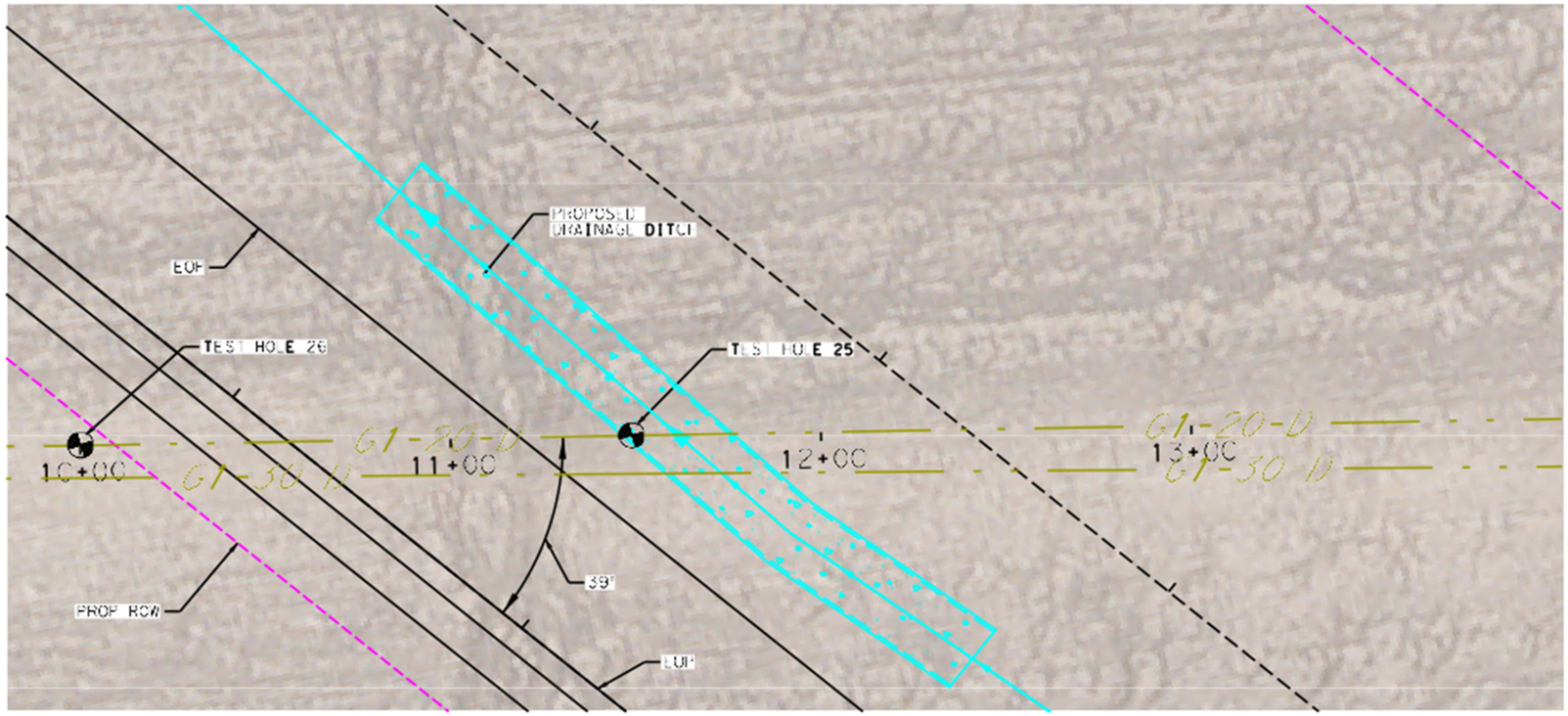
SE LOOP PH2
PROJECT LAYOUT

ATMOS GAS LONO EXHIBIT

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VERTICAL: 1"=10'
SHEET OF 3

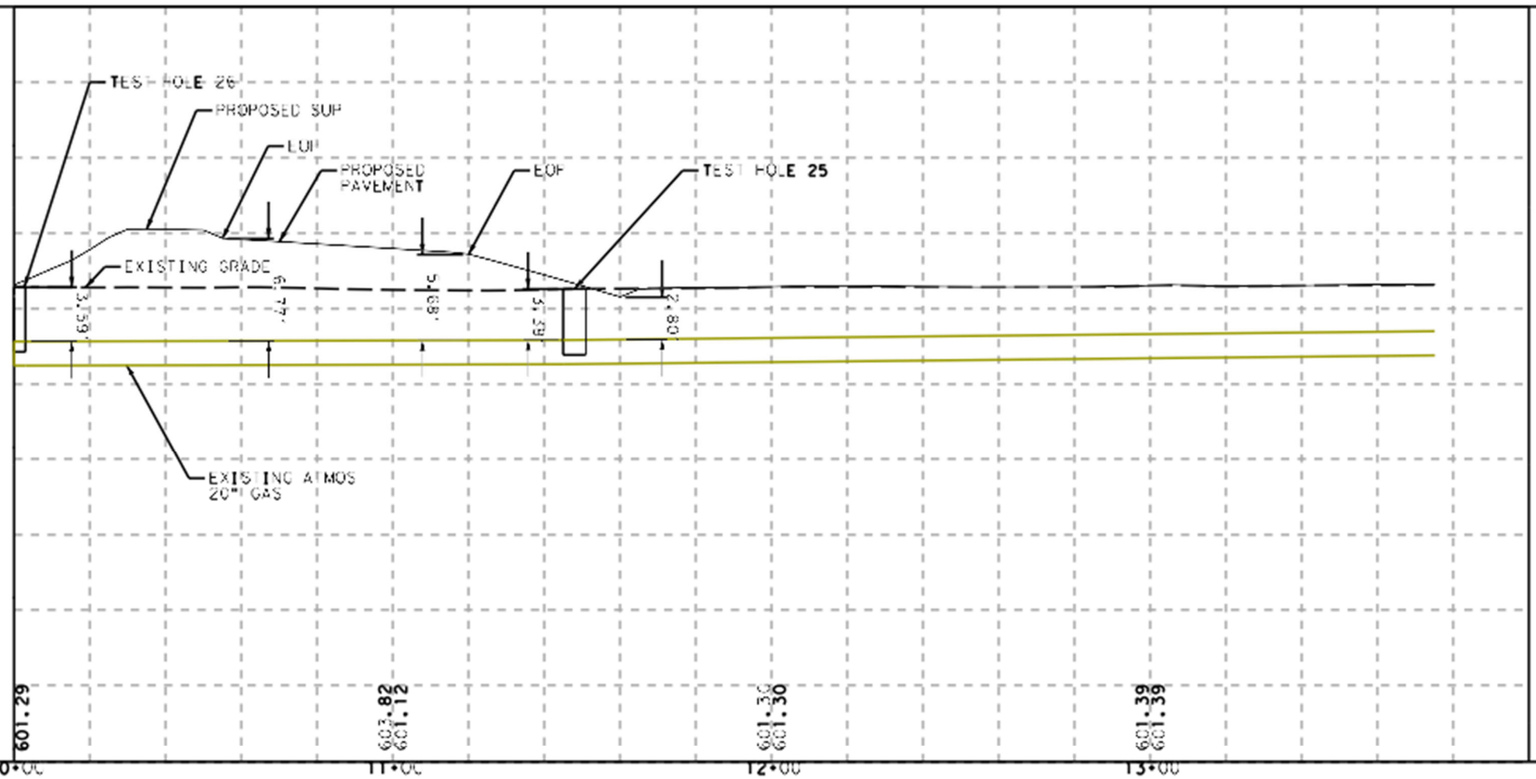
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SG			
DRAWN BY,	STATE	DIST., NO.	COUNTY
SG	TX		WILLIAMSON
CHECKED BY:	CONTROL	SECTION	JOB / HIGHWAY NO.
DH			

Docusign Envelope ID: D616F9B8-D210-4271-923E-C708E350812C



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SCALE: 1"=40'

LEGEND



STATE OF TEXAS
DERRICK A. HORVATH
140327
LICENSED
PROFESSIONAL ENGINEER

WILLIAMSON COUNTY
1848

CobbFendley
Texas Registration No. 274
9600 N. Mopac Expressway, Suite 500
Austin, Texas 78759
512.834.9788 | fax 512.834.9683 | www.cobbfendley.com

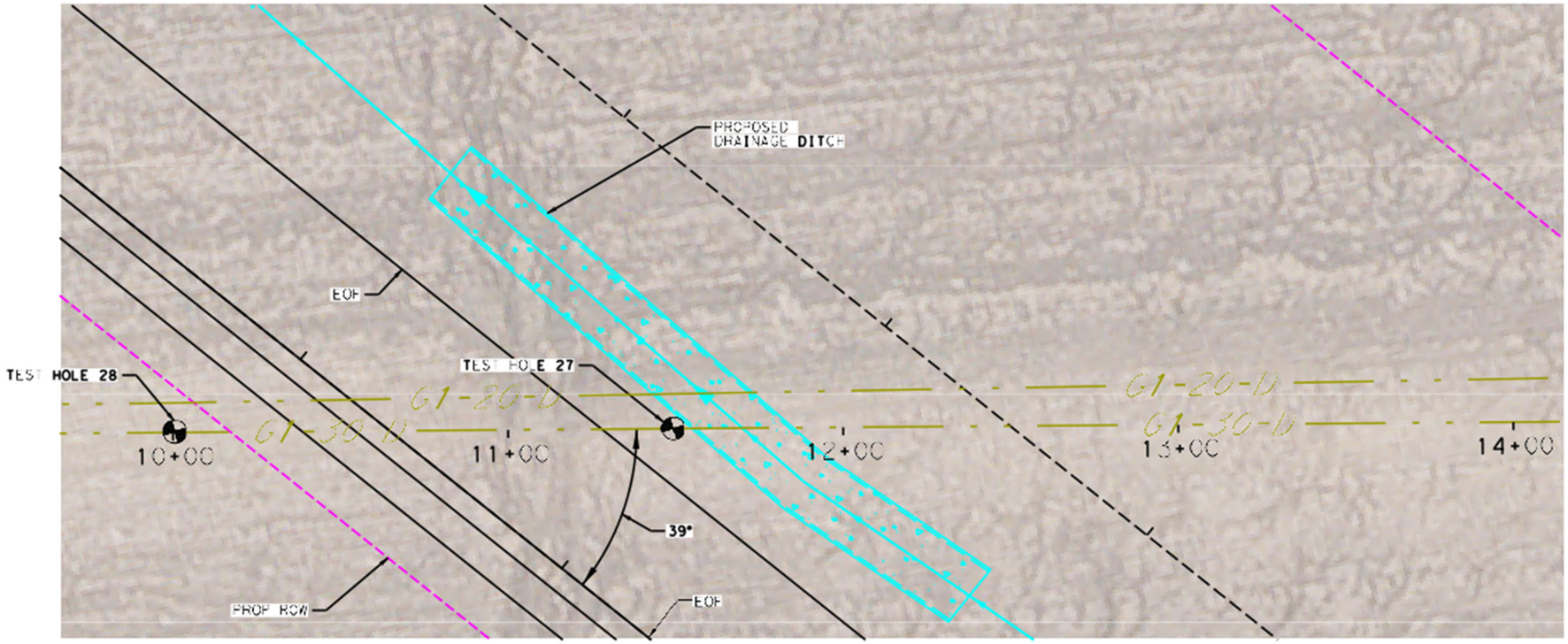
SE LOOP PH2
PLAN AND PROFILE
ATMOS GAS LONG EXHIBIT

SCALE HORIZONTAL: 1"=40'
VERTICAL: 1"=10'
SHEET 2 OF 3

DESIGN BY:	FED. NO. DIV. NO.	FEDERAL AID PROJECT NO.	SHEET NO.
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SG	TX		WILLIAMSON
CHECKED BY:	CONTROL	SECTION	JOB / HIGHWAY NO.
DH			

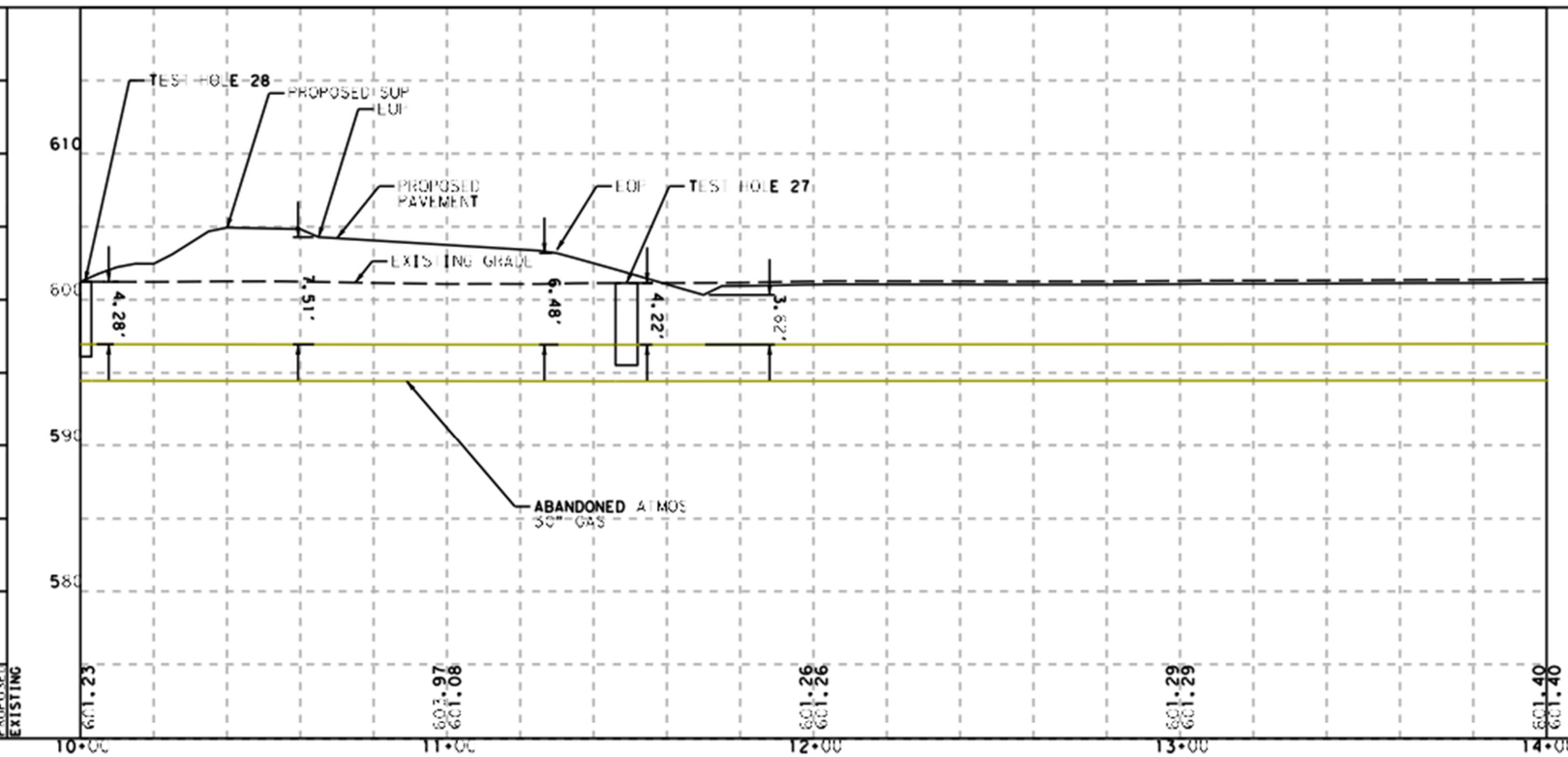
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LEGEND



STATE OF TEXAS
DERRICK A. HORVATH
140327
LICENSED
PROFESSIONAL ENGINEER

WILLIAMSON COUNTY
1848

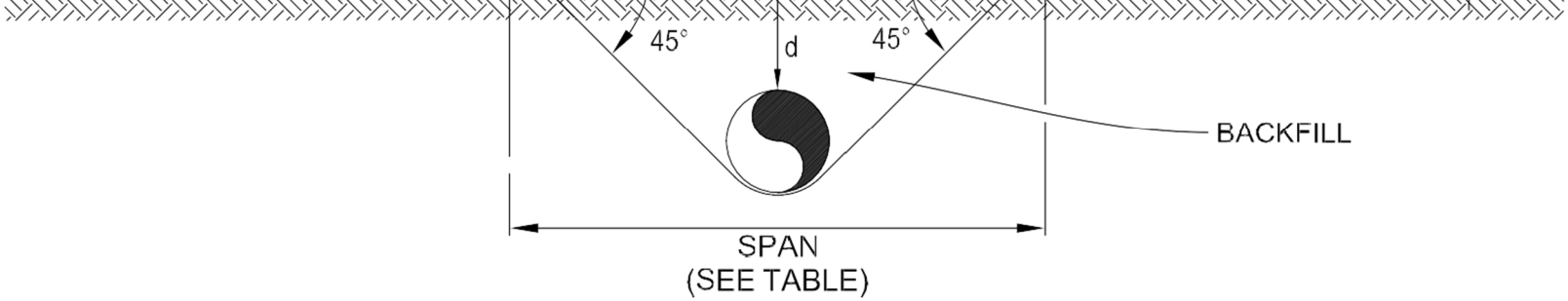
CobbFendley
Texas Registration No. 274
9600 N. Mopac Expressway, Suite 500
Austin, Texas 78759
512.834.8788 | fax 512.834.9683 | www.cobbfendley.com

SE LOOP PH2
PLAN AND PROFILE
ATMOS GAS LONG EXHIBIT

SCALE HORIZONTAL: 1"=40'
VERTICAL: 1"=10'
SHEET 3 OF 3

DESIGN BY:	FED.RD. DIV. NO.	FEDERAL AID PROJECT NO.	SHEET NO.
SG			
DRAWN BY:	STATE	DIST. NO.	COUNTY
SG	TX		WILLIAMSON
CHECKED BY:	CONTROL	SECTION	JOB / HIGHWAY NO.
DH			

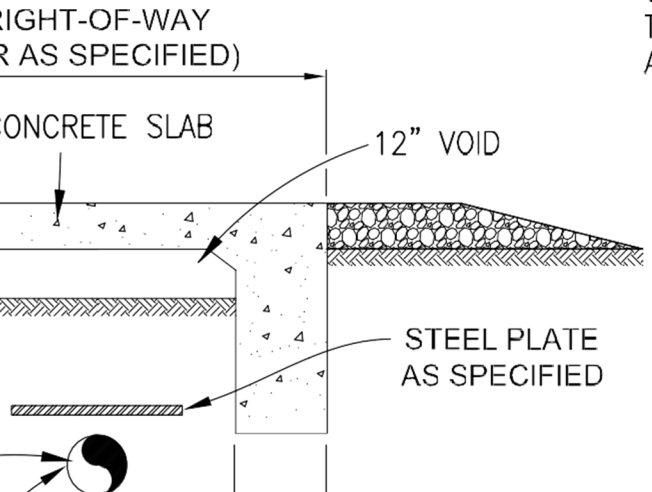
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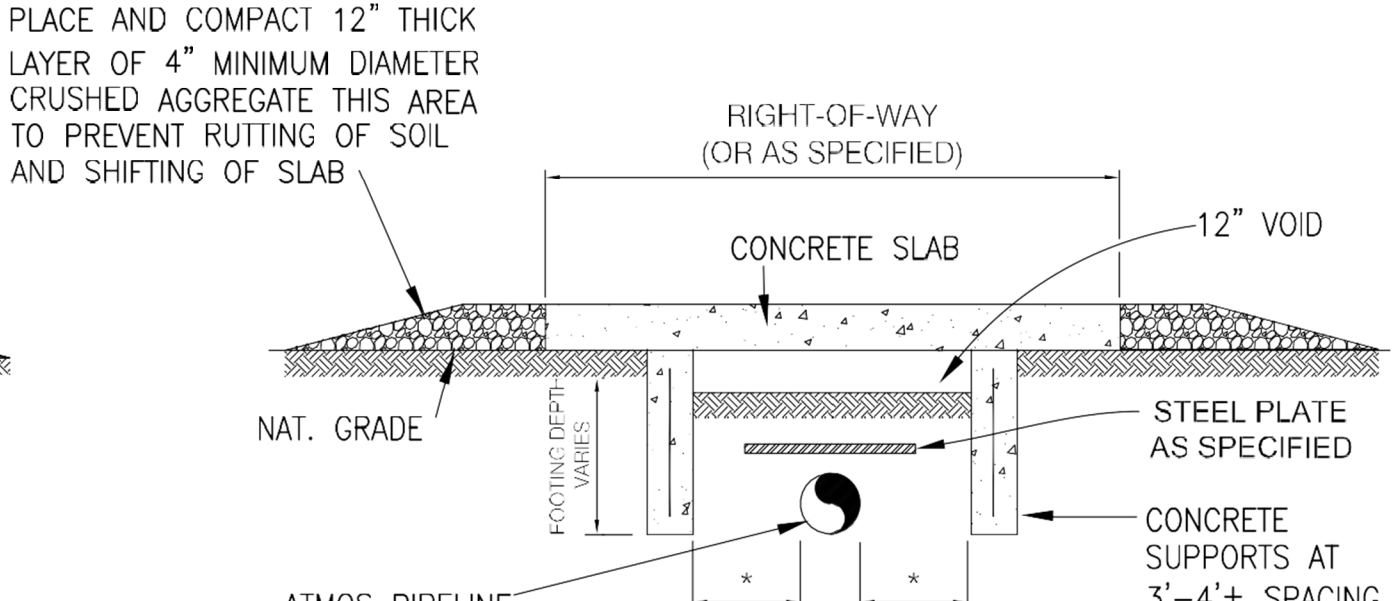
ELEVATION

DEPTH (d) (FT)	SPAN (FT)
1 OR LESS	8
2	8
3	10
4	10
5 OR MORE	N/A

OPTION 3
ERMANENT



OPTION 4
PERMANENT



Commissioners Court - Regular Session **71.**

Meeting Date: 08/19/2025

Corridor C Agreed Final Judgments

Submitted For: Don Childs **Submitted By:** Don Childs, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on (2) Agreed Final Judgments with J.A. Davidson Holdings, L.P., Pamela G. Martin, Dennis L. Davidson, and James A. Davidson, Jr. (Parcel 11 parts 1-3) to acquire a total of 71.951 acres required for the construction of Corridor C.

Background

Funding TANS P588

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Judgment

Judgment

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	08/14/2025 10:31 AM
Form Started By: Don Childs		Started On: 08/13/2025 02:05 PM
Final Approval Date: 08/14/2025		

Corridor C—Parcel 11 Part 1

CAUSE NO. 20-0999-CC2

WILLIAMSON COUNTY, TEXAS **Condemnor**	§ §	IN THE COUNTY COURT
V.	§ §	AT LAW NO. TWO
J.A. DAVIDSON HOLDINGS, L.P., Et. Al. **Condemnee**	§ §	WILLIAMSON COUNTY, TEXAS

AGREED FINAL JUDGEMENT

The parties have agreed to compromise and settle the issues in this lawsuit and request entry of this Agreed Final Judgement by the Court. It appears to the Court that it has jurisdiction of this matter, and that the parties have agreed to all provisions contained within this Agreed Final Judgement and desire to resolve this lawsuit upon the terms as follows:

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that fee title in and to approximately 41.194 acres of land in Williamson County, Texas, said property being more particularly described by metes and bounds in Exhibit "A," attached hereto and incorporated herein for all purposes (the "Property"), and as further described in Plaintiff's First Amended Petition, filed among the papers of this cause on or about August 13, 2020, and any subsequent live pleading amendments thereto; excluding all the oil, gas, and sulphur which can be removed from beneath said real property, without any right whatever remaining to the owner of such oil, gas, and sulphur of ingress or egress from the surface of said real property for the purpose of exploring, developing, or mining of the same, be vested in **WILLIAMSON COUNTY, TEXAS**, and its assigns for the purpose of constructing, reconstructing, realigning, replacing, relocating, widening, building, renewing, upgrading, removing, inspecting, cleaning, changing, modifying, and/or maintaining

improvements to the Corridor C roadway project and related appurtenances and utility adjustments, and to perform associated public uses and purposes ("Project").

It is further ORDERED that in complete satisfaction of any and all claims which have been made or which could have been made in this litigation, including the Property to be acquired and any damages (if any) to any remaining property of J.A. Davidson Holdings, L.P., Pamela G. Martin, Dennis L. Davidson, and James A. Davidson (hereinafter "Condemnees"), that Condemnees shall recover from Condemnor the total sum of TWO MILLION NINE HUNDRED THIRTEEN THOUSAND and 00/100 ($2,913,000.00), of which total amount the parties agree:

1. ONE MILLION THREE HUNDRED NINETY-ONE THOUSAND THREE HUNDRED TWENTY-ONE and No/100 Dollars ($1,391,321.00) was deposited into the Registry of the Court by Condemnor on or about February 23, 2021, pursuant to the Award filed on December 10, 2020, among the papers of this cause, leaving a balance due and owing for satisfaction of this Judgment of ONE MILLION FIVE HUNDRED TWENTY-ONE THOUSAND SIX HUNDRED SEVENTY-NINE and No/100 Dollars ($1,521,679.00).

It is further ORDERED that the Condemnor shall pay Condemnee the remaining balance of ONE MILLION FIVE HUNDRED TWENTY-ONE THOUSAND SIX HUNDRED SEVENTY-NINE and No/100 Dollars ($1,521,679.00) as full compensation for the condemnation of the Property. Post-judgment interest is tolled for a period of 60 days after the Court signs this judgment. If Condemnor fails to pay the unpaid balance within 60 days of the Court signing this judgment, Condemnee shall be entitled to post-judgment interest only on the unpaid balance at the statutory rate of 7.5% per annum, compounded annually, from the 61st day after the judgment is signed by the Court until payment is made.

Plaintiff shall make such wire transfer, check, or warrant payable to "Barron Adler Clough & Oddo, PLLC," and if applicable, deliver such payment to any attorney or employee of Barron Adler Clough & Oddo, PLLC at 808 Nueces Street, Austin, Texas 78701, and that a representative

of Condemnee or its attorneys shall sign a release of judgment within 30 days of a request by the Condemnor, which may be duly recorded in the deed records of Williamson County, Texas. In the event Condemnee is unable to provide necessary documents or payment information to effectuate payment, or be available to accept payment as directed above, Condemnor may deposit the remaining balance in the registry of the Court to satisfy this Judgment.

It is further ORDERED that upon payment by the Condemnor of the remaining balance, the Condemnor shall stand RELEASED and DISCHARGED of its constitutional obligation to pay adequate compensation for the condemnation for public use of the Property.

It is further ORDERED that this Judgment shall be subject to any of the additional agreements or obligations between the parties contained within that certain Rule 11 Settlement Agreement dated July 9, 2025, and filed on July 28, 2025, among the papers of this Court.

It is further ORDERED that all costs of Court are hereby adjudged against the party incurring said costs.

It is, finally, ORDERED that this Agreed Final Judgment fully and finally disposes of all parties and claims raised in this cause and is appealable. All relief not expressly granted is denied.

SIGNED this _____ day of _____, 2025.

_____
Judge Presiding

[signature pages follow]

PREPARED BY AND APPROVED AS TO SUBSTANCE AND FORM:

_____

John L. Kelley
State Bar No. 24089109
john@scrrlaw.com
SHEETS & CROSSFIELD, P.L.L.C.
309 East Main Street
Round Rock, Texas 78664
512.255.8877

ATTORNEY FOR CONDEMNOR
WILLIAMSON COUNTY, TEXAS

APPROVED AND AGREED AS TO SUBSTANCE AND FORM:



Christopher M. Clough
SBN: 24044802
Glorieni M. Azeredo
SBN: 24077840
Barron Adler Clough & Oddo, PLLC
808 Nueces Street,
Austin, Texas 78701
clough@barronadler.com

ATTORNEYS FOR CONDEMNEES
J.A. DAVIDSON, L.P., PAMELA G. MARTIN,
DENNIS L. DAVIDSON, AND JAMES A. DAVIDSON

AGREED AND ACCEPTED:

Williamson County, Texas

By: _____

Print/title: _____

Date: _____

EXHIBIT “A”

EXHIBIT____
PROPERTY DESCRIPTION FOR PARCEL 11, PART 1

DESCRIPTION OF A 41.194 ACRE (1,794,404 SQUARE FOOT), TRACT OF LAND SITUATED IN THE WOODRUFF STUBBLEFIELD SURVEY, ABSTRACT NO. 556 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 83.23 ACRE TRACT 4, A PORTION OF THAT CALLED 89.1 ACRE TRACT 5 (DESCRIBED IN VOLUME 401, PAGE 221 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS) AND A PORTION OF THE REMAINDER OF THAT CALLED 92.0 ACRE TRACT 6 OF LAND (DESCRIBED IN VOLUME 401, PAGE 225 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS), CITED IN WARRANTY DEED TO J. A. DAVIDSON HOLDINGS, L.P. (UNDIVIDED 1/2 INTEREST) RECORDED IN DOCUMENT NO. 2001027783 AND ALSO CITED IN EXECUTOR'S DISTRIBUTION DEED TO PAMELA G. MARTIN, DENNIS L. DAVIDSON AND JAMES A. DAVIDSON JR (UNDIVIDED 1/2 INTEREST) RECORDED IN DOCUMENT NO. 2001072772 BOTH OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 41.194 ACRE (1,794,404 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2" ID pipe found, being in the easterly boundary line of said Tract 4, same being the northwesterly corner of said Tract 5, also being the southwesterly corner of said remainder of Tract 6;

THENCE, departing said remainder of Tract 6, with the common boundary line of said Tract 4 and said Tract 5, S 34°08'29" E at a distance of 944.28 feet to an iron rod with aluminum cap stamped "ROW 4933" (Grid Coordinates determined as N=10202470.14, E=3157629.29 TxSPC Zone 4203) set 213.00 feet left of proposed Corridor C baseline station 192+40.15 in the proposed northwesterly Right-of-Way (ROW) line of Corridor C (ROW width varies), for the **POINT OF BEGINNING** of the herein described tract;

THENCE, departing said Tract 4, through the interior of said Tract 5 and said remainder of Tract 6, with said proposed northwesterly ROW line, the following eight (8) courses:

1) **N 46°39'53" E** for a distance of **287.37** feet to an iron rod with aluminum cap stamped "ROW 4933" set 213.00 feet left of proposed Corridor C baseline station 195+27.52, for an ell corner;

2) **S 43°20'07" E** for a distance of **10.00** feet to an iron rod with aluminum cap stamped "ROW 4933" set 203.00 feet left of proposed Corridor C baseline station 195+27.52, for an ell corner;

3) **N 46°39'53" E** for a distance of **486.89** feet to an iron rod with aluminum cap stamped "ROW 4933" set 203.00 feet left of proposed Corridor C baseline station 200+14.41, for the beginning of a curve to the left;

4) Along said curve to the left, having a delta angle of **01°24'32"**, a radius of **4540.00** feet, an arc length of **111.64** feet and a chord which bears **N 45°57'37" E** for a distance of **111.63** feet to an iron rod with aluminum cap stamped "ROW 4933" set 204.23 feet left of proposed Corridor C baseline station 201+27.63, for a point of non-tangency;

5) **N 44°44'39" W** for a distance of **30.00** feet to an iron rod with aluminum cap stamped "ROW 4933" set 234.22 feet left of proposed Corridor C baseline station 201+27.10, for the beginning of a non-tangent curve to the left;

6) Along said curve to the left, having a delta angle of **24°14'38"**, a radius of **4510.00** feet, an arc length of **1908.35** feet and a chord which bears **N 33°08'02" E** for a distance of **1894.14** feet to an iron rod with aluminum cap stamped "ROW 4933" set 287.08 feet left of proposed Corridor C baseline station 221+38.20, for a point of compound curvature;

7) Along said curve to the left, having a delta angle of **07°33'34"**, a radius of **1906.00** feet, an arc length of **251.47** feet and a chord which bears **N 15°14'14" E** for a distance of **251.29** feet to an iron rod with aluminum cap stamped "ROW 4933" set 315.18 feet left of proposed Corridor C baseline station 224+03.95, for a point of non-tangency;

8) **N 70°31'29" W** for a distance of **166.51** feet to an iron rod with aluminum cap stamped "ROW 4933" set 481.68 feet left of proposed Corridor C baseline station 224+01.83, for a point in the fenced existing ostensible southerly ROW line of County Road (C.R.) 106;

THENCE, with the fenced ostensible southerly and westerly existing ROW line of said C.R. 106, same being the north and easterly boundary lines of said Tracts 6 and 5 the following five (5) courses:

9) **N 76°06'06" E** for a distance of **301.04** feet to an angle point;

10) **N 75°59'17" E** for a distance of **184.07** feet to the northeasterly corner of the herein described tract;

11) **S 60°30'01" E** for a distance of **70.73** feet to an angle point;

12) **S 21°27'37" E** for a distance of **675.71** feet to the calculated approximate northeasterly corner of said Tract 5, same being the southeasterly corner of said remainder of Tract 6, for an angle point;

13) **S 21°51'32" E** for a distance of **545.06** feet to an iron rod with aluminum cap stamped "ROW 4933" set 18.70 feet left of proposed C.R. 106 baseline station 99+99.85 and 839.67 feet right of proposed Corridor C baseline station 218+44.45, for the southeasterly corner of the herein described tract, and from which a corner cedar fence post found, held as the southeasterly corner of said Tract 5, same being the northeasterly corner of that called 134.52 acre tract of land cited in Special Warranty Deed to Kathryn J. Carlton as Trustee of the Kathryn J. Carlton Revocable Living Trust recorded in Document No. 2016089829 and described in Document No. 2016027127 both of the Official Public Records of Williamson County, Texas bears, with said fenced ostensible westerly ROW line of said C.R. 106, S 21°51'32" E at a distance of 782.42 feet;

THENCE, departing said existing ostensible westerly ROW line, through the interior of said Tract 5 and said remainder of Tract 6, with said proposed southeasterly ROW line, the following eight (8) courses:

14) **S 68°37'18" W** for a distance of **61.56** feet to an iron rod with aluminum cap stamped "ROW 4933" set 80.00 feet left of proposed C.R. 106 baseline station 100+00.00 and 798.60 feet right of proposed Corridor C baseline station 218+05.05, for an ell corner;

15) **N 21°22'42" W** for a distance of **568.91** feet to an iron rod with aluminum cap stamped "ROW 4933" set 80.00 feet left of proposed C.R. 106 baseline station 105+68.91 and 386.61 feet right of proposed Corridor C baseline station 221+56.12, for an angle point;

16) **S 89°08'28" W** for a distance of **140.48** feet to an iron rod with aluminum cap stamped "ROW 4933" set 258.41 feet right of proposed Corridor C baseline station 221+02.15, for the beginning of a non-tangent curve to the right;

17) Along said curve to the right, having a delta angle of **26°41'14"**, a radius of **3350.00** feet, an arc length of **1560.36** feet and a chord which bears **S 33°00'14" W** for a distance of **1546.29** feet to an iron rod with aluminum cap stamped "ROW 4933" set 232.82 feet right of proposed Corridor C baseline station 206+23.07, for a point of non-tangency;

18) **S 43°39'09" E** for a distance of **10.05** feet to an iron rod with aluminum cap stamped "ROW 4933" set 242.82 feet right of proposed Corridor C baseline station 206+22.10, for an ell corner;

19) **S 46°39'53" W** for a distance of **900.39** feet to an iron rod with aluminum cap stamped "ROW 4933" set 213.00 feet right of proposed Corridor C baseline station 197+46.56, for an ell corner;

20) **N 43°20'07" W** for a distance of **10.00** feet to an iron rod with aluminum cap stamped "ROW 4933" set 203.00 feet right of proposed Corridor C baseline station 197+46.56, for an ell corner;

21) **S 46°39'53" W** for a distance of **396.43** feet to an iron rod with aluminum cap stamped "ROW 4933" set 203.00 feet right of proposed Corridor C baseline station 193+50.13, for a point in the southerly boundary line of said Tract 5, same being in the northerly boundary line of said 134.52 acre tract, for the southwesterly corner of the herein described tract;

THENCE, departing said proposed southeasterly ROW line, with the common boundary line of said Tract 5 and said 134.52 acre tract, the following two (2) courses:

22) **S 76°44'17" W** for a distance of **187.33** feet to the calculated southwesterly corner of said Tract 5, same being an angle point in the northerly boundary line of said 134.52 acre tract;

23) **N 34°08'29" W** for a distance of **10.61** feet to a calculated point, being the southeasterly corner of said Tract 4, same being an angle point in the northerly boundary line of said 134.52 acre tract;

24) **THENCE**, departing said Tract 5, with the common boundary line of said Tract 4 and said 134.52 acre tract, **S 78°01'31" W** for a distance of **527.69** feet to an iron rod with aluminum cap stamped "ROW 4933" set 213.00 feet left of proposed Corridor C baseline station 187+74.32 in said proposed northwesterly ROW line, for the northwesterly corner of the herein described tract, and from which, a 1/2" iron rod found 264.85 feet left of proposed Corridor C baseline station 187+22.53, being an angle point in said proposed northwesterly ROW line, same being the southwesterly corner of said Tract 4, also being the northwesterly corner of said 134.52 acre tract and also being an angle point in the easterly boundary line of that called 172.51 acre tract of land described in Warranty Deed to Richard Charles Schmickrath and Wife, Carol Jean Schmickrath recorded in Volume 959, Page 961 of the Deed Records of Williamson County, Texas, bears S 78°01'31" W at a distance of 77.35 feet;

THENCE, departing said 134.52 acre boundary line, through the interior of said Tract 4, with said proposed northwesterly ROW line, the following two (2) courses:

25) Along said non-tangent curve to the right, having a delta angle of **10°03'05"**, a radius of **2413.00** feet, an arc length of **423.31** feet and a chord which bears **N 41°38'21" E** for a distance of **422.77** feet to an iron rod with aluminum cap stamped "ROW 4933" set 213.00 feet left of proposed Corridor C baseline station 191+60.26, for a point of tangency;

26) **N 46°39'53" E** for a distance of **79.89** feet to the **POINT OF BEGINNING**, containing 41.194 acre, (1,794,404 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

That I, M. Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct and that the property described herein was determined by a survey made on the ground under my direct supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

M. Stephen Truesdale 3 DEC 2019

Date

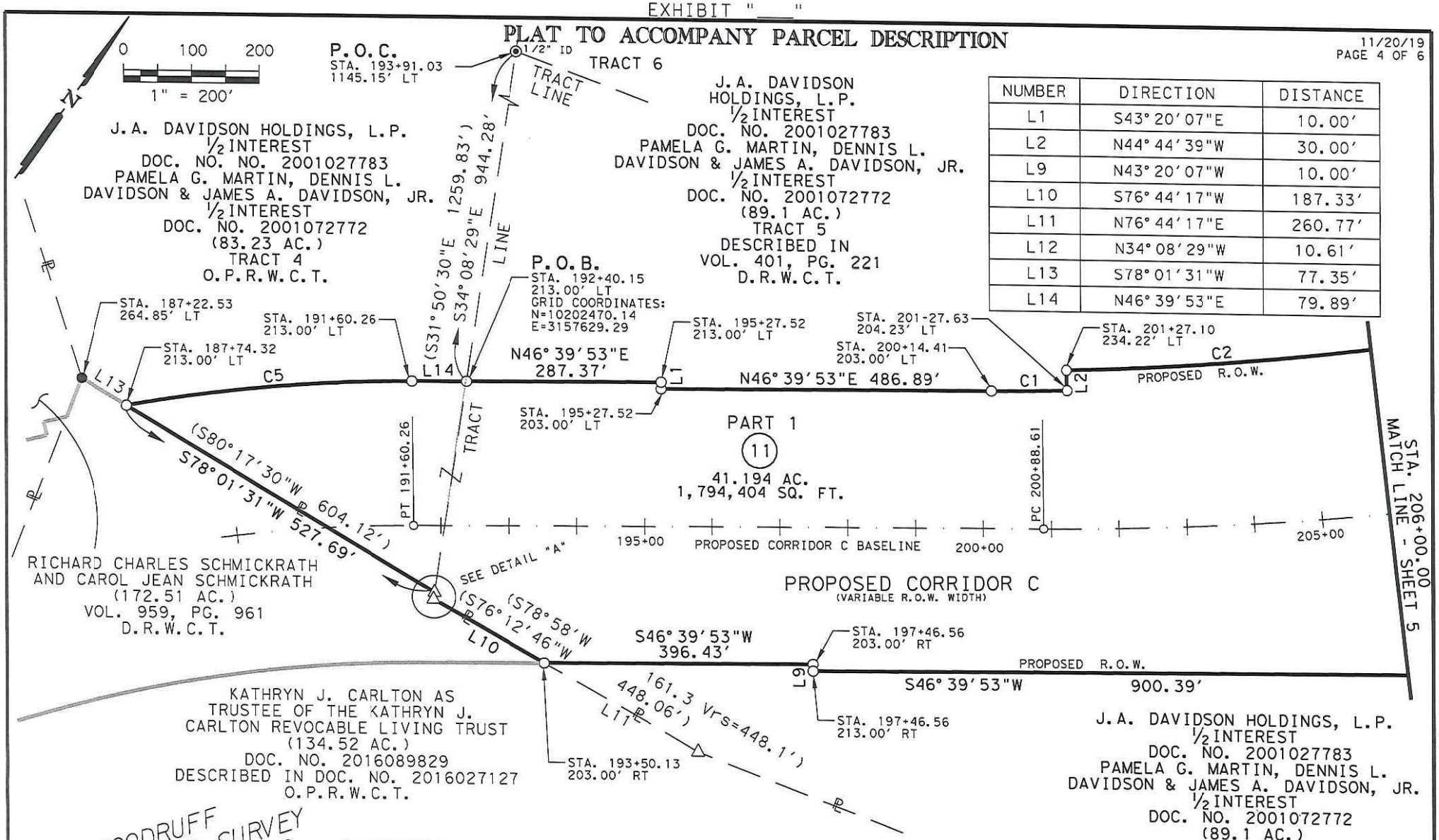
M. Stephen Truesdale
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681



EXHIBIT "___"

PLAT TO ACCOMPANY PARCEL DESCRIPTION

11/20/19
PAGE 4 OF 6



NUMBER	DIRECTION	DISTANCE
L1	S43° 20' 07"E	10.00'
L2	N44° 44' 39"W	30.00'
L9	N43° 20' 07"W	10.00'
L10	S76° 44' 17"W	187.33'
L11	N76° 44' 17"E	260.77'
L12	N34° 08' 29"W	10.61'
L13	S78° 01' 31"W	77.35'
L14	N46° 39' 53"E	79.89'

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	01° 24' 32"	4540.00'	111.64'	111.63'	N45° 57' 37"E
C2	24° 14' 38"	4510.00'	1908.35'	1894.14'	N33° 08' 02"E
C5	10° 03' 05"	2413.00'	423.31'	422.77'	N41° 38' 21"E

INLAND GEODETICS, LLC
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251

PARCEL PLAT SHOWING PROPERTY OF

J.A. DAVIDSON HOLDINGS, L.P., ET AL

SCALE	WILLIAMSON COUNTY	PROJECT
1" = 200'		CORRIDOR C

PARCEL 11
PART 1

S:*ATKINS\CORRIDOR C\PARCELS\PARCEL 11-DAVIDSON HOLDINGS-PART 1\PARCEL 11-PART 1-DAVIDSON-REV.dgn

EXHIBIT "___"

PLAT TO ACCOMPANY PARCEL DESCRIPTION

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C2	24°14'38"	4510.00'	1908.35'	1894.14'	N33°08'02"E
C3	07°33'34"	1906.00'	251.47'	251.29'	N15°14'14"E
C4	26°41'14"	3350.00'	1560.36'	1546.29'	S33°00'14"W

NUMBER	DIRECTION	DISTANCE
L3	N70°31'29"W	166.51'
L4	S60°30'01"E	70.73'
L5	S68°37'18"W	61.56'
L6	S89°08'28"W	140.48'
L7	S43°39'09"E	10.05'
L8	S46°39'53"W	900.39'

J.A. DAVIDSON HOLDINGS, L.P.
½ INTEREST
DOC. NO. 2001027783
PAMELA G. MARTIN, DENNIS L. DAVIDSON
& JAMES A. DAVIDSON, JR.
½ INTEREST
DOC. NO. 2001072772
(REMAINDER OF 92.0 AC.)
TRACT 6
DESCRIBED IN VOL. 401, PG. 225
O.P.R.W.C.T.

J.A. DAVIDSON HOLDINGS, L.P.
½ INTEREST
DOC. NO. 2001027783
PAMELA G. MARTIN, DENNIS L.
DAVIDSON & JAMES A. DAVIDSON, JR
½ INTEREST
DOC. NO. 2001072772
(89.1 AC.)
TRACT 5
DESCRIBED IN VOL. 401, PG. 221
D.R.W.C.T.

PART 1
(11)
41.194 AC.
1,794,404 SQ. FT.

PROPOSED CORRIDOR C
(VARIABLE R.O.W. WIDTH)

PROPOSED R.O.W.

PROPOSED CORRIDOR C BASELINE

TRACT LINE

OSTENSIBLE C.R. 106 R.O.W.

OSTENSIBLE SURVEY LINE

OSTENSIBLE R.O.W.

APPROXIMATE LOCATION OF CR106 BASED ON AERIAL DIGITIZED AND FIELD LOCATED FENCE LINES CONTAINING 4.9 ACRE AREA OF COUNTY ROAD DESCRIBED AS 4.2 ACRES IN VOL. 340, PG. 120, D.R.W.C.T.

STA. 224+01.83
481.68' LT

STA. 224+03.95
315.18' LT

STA. 221+38.20
287.08' LT

STA. 221+02.15
258.41' RT

CR 106
STA. 105+68.91
80.00' LT
STA. 221+56.12
386.61' RT

CR 106
STA. 100+00.00
80.00' LT
STA. 218+05.05
798.60' RT

CR 106
STA. 99+99.85
18.70' LT
STA. 218+44.45
839.67' RT

STA. 206+23.07
232.82' RT

STA. 206+22.10
242.82' RT

STA. 206+00.00
MATCH LINE - SHEET 4

N76°06'06"E 301.04'

N75°59'17"E 184.07'

S21°27'37"E 675.71'

(S18°49'E C.R. 106 442.7'Vrs=1229.7')

N21°22'42"W 568.91'

S21°51'32"E 545.06'

(S18°49'E 472.4Vrs=1312.2')

WOODRUFF STUBBLEFIELD SURVEY
ABSTRACT NO. 556

JOHN F. FERGUSON SURVEY
ABSTRACT NO. 231

0 100 200
1" = 200'

SEE DETAIL "B"

PARCEL PLAT SHOWING PROPERTY OF J.A. DAVIDSON HOLDINGS, L.P., ET AL			PARCEL 11 PART 1
SCALE 1" = 200'	WILLIAMSON COUNTY	PROJECT CORRIDOR C	

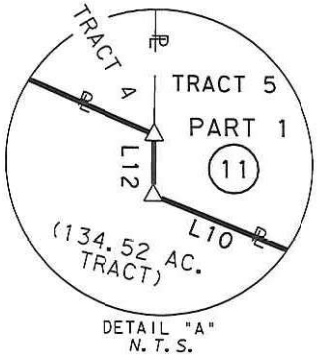
S:*ATKINS\CORRIDOR C\PARCELS\PARCEL 11-DAVIDSON HOLDINGS-PART 1\PARCEL 11-PART 1-DAVIDSON-PG2-REV.dgn

EXHIBIT "___"

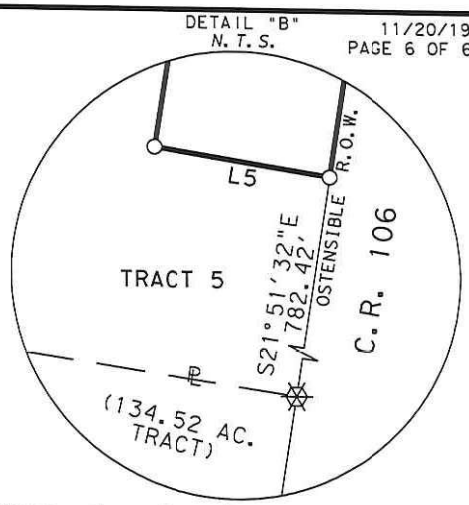
PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

■	TXDOT TYPE I CONCRETE MONUMENT FOUND
□	IRON ROD FOUND W/TXDOT ALUMINUM CAP
●	½" IRON ROD FOUND UNLESS NOTED
⊙	½" IRON ROD FOUND W/PLASTIC CAP, AS NOTED
✡	FENCE POST FOUND
△	CALCULATED POINT
○	IRON ROD W/ ALUMINUM CAP STAMPED "ROW-4933" SET (UNLESS NOTED OTHERWISE)
◉	IRON PIPE FOUND
◎	AXLE FOUND
℄	CENTER LINE
ℙ	PROPERTY LINE
( )	RECORD INFORMATION
⌐⌙	LINE BREAK
⌐	LAND HOOK
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
N.T.S.	NOT TO SCALE
D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS



DETAIL "A"
N.T.S.



DETAIL "B"
N.T.S.

1) All bearings shown hereon are based on grid bearing. All distances are surface distances. Coordinates are surface values based on the Texas State Plane Coordinate System, NAD 83, Central Zone.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO.1933226-KFO, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE AUGUST 27, 2019, ISSUE DATE SEPTEMBER 13, 2019.

10F. EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 299, PAGE 414, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT NOT BE LOCATED.

G. EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 338, PAGE 383, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT NOT BE LOCATED.

H. EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 362, PAGE 74, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT NOT BE LOCATED.

I. FLOODWATER RETARDING STRUCTURE TO DONAHOE CREEK WATERSHED AUTHORITY RECORDED IN VOLUME 485, PAGE 144, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

J. PIPE LINES EASEMENT TO JONAH WATER SUPPLY CORP. RECORDED IN VOLUME 563, PAGE 493, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

K. PIPE LINES EASEMENT TO JONAH WATER SUPPLY CORP. RECORDED IN VOLUME 563, PAGE 494, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

L. PIPE LINES EASEMENT TO JONAH WATER SUPPLY CORP. RECORDED IN VOLUME 563, PAGE 495, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

M. TERMS, CONDITIONS AND STIPULATIONS IN THE BOUNDARY LINE AGREEMENT AND RECIPROCAL EASEMENT AGREEMENT RECORDED DOC. NO. 9729468, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

M. Stephen Truesdale 3 DEC 2019

DATE:

M. STEPHEN TRUESDALE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS, LLC
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TX 78681



	ACRES	SQUARE FEET
ACQUISITION	41.194	1,794,404
CALC/DEED AREA	245.813	10,707,611
REMAINDER AREA	204.619	8,913,207

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251

PARCEL PLAT SHOWING PROPERTY OF

J.A. DAVIDSON HOLDINGS, L.P., ET AL

SCALE 1" = 200'

WILLIAMSON COUNTY

PROJECT CORRIDOR C

PARCEL 11 PART 1

S:*ATKINS\CORRIDOR C\PARCELS\PARCEL 11-DAVIDSON HOLDINGS-PART 1\PARCEL 11-PART 1-DAVIDSON-REV.dgn

Corridor C—Parcel 11 Part 2 & 3

CAUSE NO. 20-1000-CC3

WILLIAMSON COUNTY, TEXAS **Condemnor**	§ §	IN THE COUNTY COURT
V.	§ §	AT LAW NO. THREE
J.A. DAVIDSON HOLDINGS, L.P., Et. Al. **Condemnee**	§ §	WILLIAMSON COUNTY, TEXAS

AGREED FINAL JUDGEMENT

The parties have agreed to compromise and settle the issues in this lawsuit and request entry of this Agreed Final Judgement by the Court. It appears to the Court that it has jurisdiction of this matter, and that the parties have agreed to all provisions contained within this Agreed Final Judgement and desire to resolve this lawsuit upon the terms as follows:

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that fee title in and to approximately 30.757 acres of land in Williamson County, Texas, said property being more particularly described by metes and bounds in Exhibits "A" and "B," attached hereto and incorporated herein for all purposes (the "Property"), and as further described in Plaintiff's Original Petition, filed among the papers of this cause on or about August 12, 2020, and any subsequent live pleading amendments thereto; excluding all the oil, gas, and sulphur which can be removed from beneath said real property, without any right whatever remaining to the owner of such oil, gas, and sulphur of ingress or egress from the surface of said real property for the purpose of exploring, developing, or mining of the same, be vested in **WILLIAMSON COUNTY, TEXAS**, and its assigns for the purpose of constructing, reconstructing, realigning, replacing, relocating, widening, building, renewing, upgrading, removing, inspecting, cleaning, changing, modifying, and/or maintaining improvements to the Corridor C roadway project and related

appurtenances and utility adjustments, and to perform associated public uses and purposes ("Project").

It is further ORDERED that in complete satisfaction of any and all claims which have been made or which could have been made in this litigation, including the Property to be acquired and any damages (if any) to any remaining property of J.A. Davidson Holdings, L.P., Pamela G. Martin, Dennis L. Davidson, and James A. Davidson (hereinafter "Condemnees"), that Condemnees shall recover from Condemnor the total sum of FOUR MILLION FOUR HUNDRED THIRTY-SEVEN THOUSAND and 00/100 ($4,437,000.00), of which total amount the parties agree:

1. EIGHT HUNDRED THREE THOUSAND SIX HUNDRED EIGHTY-TWO and No/100 Dollar ($803,682.00) has previously been paid to Condemnees pursuant to the terms of that certain Possession and Use Agreement recorded as Document No. 2021033915, in the Official records of Travis County, Texas ("PUA"); and

2. ONE HUNDRED NINETY-SIX THOUSAND THREE HUNDRED EIGHTEEN and No/100 Dollars ($196,318.00) was deposited into the Registry of the Court by Condemnor on or about May 11, 2021, pursuant to the Award filed on April 28, 2021, among the papers of this cause, leaving a balance due and owing for satisfaction of this Judgment of THREE MILLION FOUR HUNDRED THIRTY-SEVEN THOUSAND and No/100 Dollars ($3,437,000.00).

It is further ORDERED that the Condemnor shall pay Condemnee the remaining balance of THREE MILLION FOUR HUNDRED THIRTY-SEVEN THOUSAND and No/100 Dollars ($3,437,000.00) as full compensation for the condemnation of the Property. Post-judgment interest is tolled for a period of 60 days after the Court signs this judgment. If Condemnor fails to pay the unpaid balance within 60 days of the Court signing this judgment, Condemnee shall be entitled to post-judgment interest only on the unpaid balance at the statutory rate of 7.5% per annum, compounded annually, from the 61st day after the judgment is signed by the Court until payment is made.

Plaintiff shall make such wire transfer, check, or warrant payable to "Barron Adler Clough & Oddo, PLLC," and if applicable, deliver such payment to any attorney or employee of Barron Adler Clough & Oddo, PLLC at 808 Nueces Street, Austin, Texas 78701, and that a representative of Condemnee or its attorneys shall sign a release of judgment within 30 days of a request by the Condemnor, which may be duly recorded in the deed records of Williamson County, Texas. In the event Condemnee is unable to provide necessary documents or payment information to effectuate payment, or be available to accept payment as directed above, Condemnor may deposit the remaining balance in the registry of the Court to satisfy this Judgment.

It is further ORDERED that upon payment by the Condemnor of the remaining balance, the Condemnor shall stand RELEASED and DISCHARGED of its constitutional obligation to pay adequate compensation for the condemnation for public use of the Property.

It is further ORDERED that this Judgment shall be subject to any of the additional agreements or obligations between the parties contained within that certain Rule 11 Settlement Agreement dated July 9, 2025, and filed on July 28, 2025, among the papers of this Court.

It is further ORDERED that all costs of Court are hereby adjudged against the party incurring said costs.

It is, finally, ORDERED that this Agreed Final Judgment fully and finally disposes of all parties and claims raised in this cause and is appealable. All relief not expressly granted is denied.

SIGNED this _____ day of _____, 2025.

_____
Judge Presiding

[signature pages follow]

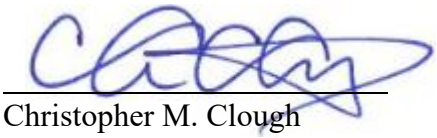
PREPARED BY AND APPROVED AS TO SUBSTANCE AND FORM:

_____

John L. Kelley
State Bar No. 24089109
john@scrrlaw.com
SHEETS & CROSSFIELD, P.L.L.C.
309 East Main Street
Round Rock, Texas 78664
512.255.8877

ATTORNEY FOR CONDEMNOR
WILLIAMSON COUNTY, TEXAS

APPROVED AND AGREED AS TO SUBSTANCE AND FORM:



Christopher M. Clough
SBN: 24044802
Glorieni M. Azeredo
SBN: 24077840
Barron Adler Clough & Oddo, PLLC
808 Nueces Street,
Austin, Texas 78701
clough@barronadler.com

ATTORNEYS FOR CONDEMNEES
J.A. DAVIDSON, L.P., PAMELA G. MARTIN,
DENNIS L. DAVIDSON, AND JAMES A. DAVIDSON

AGREED AND ACCEPTED:

Williamson County, Texas

By: _____

Print/title: _____

Date: _____

EXHIBIT “A”

EXHIBIT____
PROPERTY DESCRIPTION FOR PARCEL 11, PART 2

DESCRIPTION OF A 29.534 ACRE (1,286,502 SQUARE FOOT), TRACT OF LAND SITUATED IN THE WOODRUFF STUBBLEFIELD SURVEY, ABSTRACT NO. 556 AND THE JOHN F. FERGUSEN SURVEY, ABSTRACT NO. 231 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF THAT CALLED 92.0 ACRE TRACT 6 (DESCRIBED IN VOLUME 401, PAGE 225 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS), A PORTION OF THE REMAINDER OF THAT CALLED 134.09 ACRE TRACT 7 (DESCRIBED IN VOLUME 401, PAGE 217 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS) AND A PORTION OF THE REMAINDER OF THAT CALLED 134.4 ACRE TRACT 2 CITED AND/OR DESCRIBED IN WARRANTY DEED TO J. A. DAVIDSON HOLDINGS, L.P. (UNDIVIDED 1/2 INTEREST) RECORDED IN DOCUMENT NO. 2001027783 AND ALSO CITED AND/OR DESCRIBED IN EXECUTOR'S DISTRIBUTION DEED TO PAMELA G. MARTIN, DENNIS L. DAVIDSON AND JAMES A. DAVIDSON JR (UNDIVIDED 1/2 INTEREST) RECORDED IN DOCUMENT NO. 2001072772 BOTH OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 29.534 ACRE (1,286,502 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2" iron rod found, being an angle point in the northerly boundary line of said remainder of the 134.09 acre Tract 7, same being in the southerly boundary line of that called 80.35 acre tract of land described in Special Warranty Deed to Davidson Brothers Partnership recorded in Document No. 2011088303 of the Official Public Records of Williamson County, Texas, said boundary line established by Boundary Line and Reciprocal Easement Agreement described in Document No. 199729468 of the Official Records of Williamson County, Texas;

THENCE, with the common boundary line of said remainder of Tract 7 and said 80.35 acre tract, N 54°49'39" E for a distance of 95.50 feet to an iron rod with aluminum cap stamped "ROW 4933" (Grid Coordinates determined as N=10206705.87, E=3158779.55 TxSPC Zone 4203) set 170.05 feet left of proposed County Road (C.R.) 106 baseline station 131+30.27 in the proposed westerly Right-of-Way (ROW) line of said C.R. 106 (ROW width varies), being an angle point in the northerly boundary line of said remainder of Tract 7, same being the southeasterly corner of said 80.35 acre tract, for the northwesterly corner and **POINT OF BEGINNING** of the herein described tract;

1) **THENCE,** continuing with said common boundary line, same being said proposed westerly ROW line, **N 09°25'00" W** for a distance of **68.75** feet to a calculated point in the approximate centerline of Mankin's Branch, being an angle point in the northerly boundary of said remainder of Tract 7, same being an angle point in the easterly boundary line of said 80.35 acre tract, also being the southwesterly corner of the remainder of that called 144.83 acre (Tract I) described in Special Warranty Deed to Georgetown Independent School District recorded in Document No. 2003103794 of the Official Public Records of Williamson County, Texas;

THENCE, departing said 80.35 acre tract and said proposed westerly ROW line, with the common boundary line of said remainder of Tract 7 and said remainder of the 144.83 acre tract, being the approximate centerline of said Mankin's Branch the following five (5) courses:

2) **N 27°06'42" E** for a distance of **54.16** feet to an angle point;

3) **N 16°07'22" E** for a distance of **48.06** feet to an angle point;

4) **N 03°14'25" W** for a distance of **41.19** feet to an angle point;

5) **N 20°07'23" E** for a distance of **144.78** feet to an angle point;

6) **N 29°03'44" E** for a distance of **68.04** feet to a point in the proposed easterly ROW line of said C.R. 106 100.00 feet right of proposed C.R. 106 baseline station 134+40.65, for an angle point, and from which, the northeasterly corner of said remainder of Tract 7, same being the northwesterly corner of said remainder of Tract 2 bears, with said common boundary line, N 29°55'07" E at a distance of 70.7 feet;

7) **THENCE**, departing said remainder of the 144.83 acre boundary line, same being said approximate centerline of Mankin's Branch, through the interior of said remainder of Tract 7, with said proposed easterly ROW line, along a curve to the left, passing at an arc distance of 100.00 feet an iron rod with aluminum cap stamped "REF WITNESS ROW 4933" set 100.00 feet right of proposed C.R. 106 baseline station 133+38.61 and continuing for a total delta angle of **06°05'36"**, a radius of **4900.00** feet, an arc length of **521.10** feet and a chord which bears **S 27°01'23" E** for a distance of **520.86** feet to an iron rod with aluminum cap stamped "ROW 4933" set 100.00 feet right of proposed C.R. 106 baseline station 129+08.93 in the easterly boundary line of said remainder of Tract 7, same being the westerly boundary line of said remainder of Tract 2, also being in the ostensible survey line of said Woodruff Stubblefield and the J. F. Ferguson Survey, for a point of non-tangency;

8) **THENCE**, continuing in said proposed easterly ROW line, with the common boundary line of said remainder of Tract 7 and said remainder of Tract 2, same being said ostensible survey line, **S 20°58'46" E** for a distance of **126.74** feet to an iron rod with aluminum cap stamped "ROW 4933" set 80.00 feet right of proposed C.R. 106 baseline station 127+83.79, for an angle point;

THENCE, departing said Tract 7, same being said ostensible survey line, through the interior of said remainder of Tract 2, with in part the proposed ROW line of said C.R. 106 and in part the proposed ROW line of Corridor C (ROW width varies), the following seven (7) courses:

9) **S 30°03'33" E** for a distance of **261.74** feet to an iron rod with aluminum cap stamped "ROW 4933" set 80.00 feet right of proposed C.R. 106 baseline PT station 125+22.04, for the beginning of a curve to the right;

10) Along said curve to the right, having a delta angle of **05°56'05"**, a radius of **5080.00** feet, an arc length of **526.18** feet and a chord which bears **S 27°05'31" E** for a distance of **525.94** feet to an iron rod with aluminum cap stamped "ROW 4933" set 80.00 feet right of proposed C.R. 106 baseline station 120+04.15 and 367.49 feet left of proposed Corridor C baseline station 233+94.01, for a point of non-tangency;

11) **N 85°45'20" E** for a distance of **141.06** feet to an iron rod with aluminum cap stamped "ROW 4933" set 230.20 feet left of proposed Corridor C baseline station 234+26.40, for an angle point;

12) **N 15°38'08" E** for a distance of **95.41** feet to an iron rod with aluminum cap stamped "ROW 4933" set 219.22 feet left of proposed Corridor C baseline station 235+21.18, for the beginning of a curve to the left;

13) Along said curve to the left, having a delta angle of **06°36'21"**, a radius of **3950.00** feet, an arc length of **455.41** feet and a chord which bears **N 12°19'57" E** for a distance of **455.16** feet to an iron rod with aluminum cap stamped "ROW 4933" set 193.00 feet left of proposed Corridor C baseline station 239+75.58, for a point of tangency;

14) **N 09°01'47" E** for a distance of **453.52** feet to an iron rod with aluminum cap stamped "ROW 4933" set 193.00 feet left of proposed Corridor C baseline station 244+29.10, being the beginning of a curve to the right;

15) Along said curve to the right, having a delta angle of **01°44'33"**, a radius of **2393.00** feet, an arc length of **72.77** feet and a chord which bears **N 09°54'03" E** for a distance of **72.77** feet to a calculated point 193.00 feet left of proposed Corridor C baseline station 244+96.00 in the approximate centerline of said Mankin's Branch, same being the northerly boundary line of said remainder of Tract 2, also being the southerly boundary line of that called 33.16 acre tract of land (Exhibit "C") described in Warranty Deed to the City of Georgetown recorded in Document No. 2004004043 of the Official Public Records of Williamson County, Texas, for an angle point, and from which the calculated westerly corner of said 33.16 acre tract, in the approximate centerline of said Mankin's Branch, same being the northerly boundary line of said remainder of Tract 2, bears, with a direct tie line, N 65°05'11" W at a distance of 483.94 feet;

THENCE, departing said proposed ROW line, with the common boundary line of said remainder of Tract 2 and said 33.16 acre tract, with the record (Doc. No. 2004004043) meander lines of said Mankin's Branch, the following three (3) courses:

16) **N 76°42'03" E** for a distance of **202.77** feet to a calculated angle point;

17) **N 85°37'01" E** for a distance of **169.96** feet to a calculated angle point;

18) **S 64°45'37" E** for a distance of **43.92** feet to a calculated point 195.34 feet right of proposed Corridor C baseline station 246+23.56, in the proposed easterly ROW line of said Corridor C, for the northeasterly corner of the herein described tract;

THENCE, departing said 33.16 acre tract, same being the approximate centerline of said Mankin's Branch, through the interior of said remainder of Tract 2, with the proposed easterly ROW line, the following six (6) courses:

19) Along a curve to the left, having a delta angle of **07°59'34"**, a radius of **2007.00** feet, an arc length of **279.98** feet and a chord which bears **S 09°58'35" W** for a distance of **279.75** feet to an iron rod with aluminum cap stamped "ROW 4933" set 198.55 feet right of proposed Corridor C baseline station 243+26.35, for a point of tangency;

20) **S 05°58'48" W** for a distance of **508.98** feet to an iron rod with aluminum cap stamped "ROW 4933" set 225.62 feet right of proposed Corridor C baseline station 238+18.09, for an ell corner;

21) **S 84°01'12" E** for a distance of **30.00** feet to an iron rod with aluminum cap stamped "ROW 4933" set 255.58 feet right of proposed Corridor C baseline station 238+19.68, for an ell corner;

22) **S 05°58'48" W** for a distance of **371.11** feet to an iron rod with aluminum cap stamped "ROW 4933" set 275.32 feet right of proposed Corridor C baseline station 234+49.10, for the beginning of a curve to the right;

23) Along said curve to the right, having a delta angle of **13°00'35"**, a radius of **3080.00** feet, an arc length of **699.35** feet and a chord which bears **S 12°29'05" W** for a distance of **697.84** feet to an iron rod with aluminum cap stamped "ROW 4933" set 269.91 feet right of proposed Corridor C baseline station 227+82.93, for a point of tangency;

24) **S 18°59'23" W** for a distance of **226.98** feet to an iron rod with aluminum cap stamped "ROW 4933" set 262.12 feet right of proposed Corridor C baseline station 225+67.53, being in the northerly boundary line of that called 0.783 acre (Tract 2) described in Warranty Deed With Vendor's Lien to Dennis L. Davidson recorded in Volume 1705, Page 816 of the Official Records of Williamson County, Texas, for the southeasterly corner of the herein described tract;

25) **THENCE**, departing said proposed easterly ROW line, with the common boundary of said remainder of Tract 2 and said 0.783 acre tract, **S 73°15'41" W** for a distance of **95.91** feet to a calculated point in the ostensible easterly ROW line of C.R. 106, being the northwesterly corner of said 0.783 acre tract, same being an ell corner in the westerly boundary line of said remainder of Tract 2, for an ell corner of the herein described tract, and from which, a 1 1/4" ID pipe found, being the southwesterly corner of said remainder of Tract 2 bears S 21°19'31" E at a distance of 1098.17 feet;

THENCE, departing said 0.783 acre tract, with the existing ostensible easterly and northerly ROW lines of C.R. 106, generally along an existing fence, same being the westerly boundary line of said remainder of Tract 2, the following three (3) courses:

26) **N 21°45'33" W** for a distance of **292.83** feet to a calculated angle point;

27) **N 56°33'34" W** for a distance of **43.41** feet to a calculated angle point;

28) **S 78°24'04" W** for a distance of **22.47** feet to a large cedar fence corner post in the westerly boundary line of said remainder of Tract 2, same being the easterly boundary line of said remainder of Tract 6, for an angle point herein;

29) **THENCE**, departing said remainder of Tract 2, with the existing ostensible northerly ROW line of said C.R. 106, **S 75°43'07" W** for a distance of **326.20** feet to an iron rod with aluminum cap stamped "ROW 4933" set 347.82 feet left of proposed C.R. 106 baseline station 113+57.82 and 341.12 feet left of proposed Corridor C baseline station 225+61.07 in the proposed westerly ROW line of said C.R. 106, for the southwesterly corner of the herein described tract;

THENCE, departing said ostensible northerly ROW line of C.R. 106, through the interior of said remainder of Tract 6 and said remainder of Tract 7, with the proposed westerly ROW line of said C.R. 106, the following five (5) courses:

30) Along a non-tangent curve to the left, having a delta angle of **34°15'23"**, a radius of **1906.00** feet, an arc length of **1139.58** feet and a chord which bears **N 10°09'11" W** for a distance of **1122.68** feet to an iron rod with aluminum cap stamped "ROW 4933" set 80.00 feet left of proposed C.R. 106 baseline station 124+72.68, for a point of tangency;

31) **N 29°46'35" W** for a distance of **48.58** feet to an iron rod with aluminum cap stamped "ROW 4933" set 80.00 feet left of proposed C.R. 106 baseline PT station 125+22.04, for an angle point;

32) **N 30°03'33" W** for a distance of **387.78** feet to an iron rod with aluminum cap stamped "ROW 4933" set 80.00 feet left of proposed C.R. 106 baseline PC station 129+09.82, for the beginning of a curve to the right;

33) Along said curve to the right, having a delta angle of **02°31'34"**, a radius of **5080.00** feet, an arc length of **223.98** feet and a chord which bears **N 28°47'46" W** for a distance of **223.96** feet to an iron rod with aluminum cap stamped "ROW 4933" set 80.00 feet left of proposed C.R 106 baseline station 131+30.27, for a point of non-tangency;

34) **S 62°28'01" W** for a distance of **90.05** feet to the **POINT OF BEGINNING**, containing 29.534 acre, (1,286,502 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

That I, M. Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct and that the property described herein was determined by a survey made partially on the ground and partially from record information under my direct supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

M. Stephen Truesdale 3DEC 2019

M. Stephen Truesdale
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681

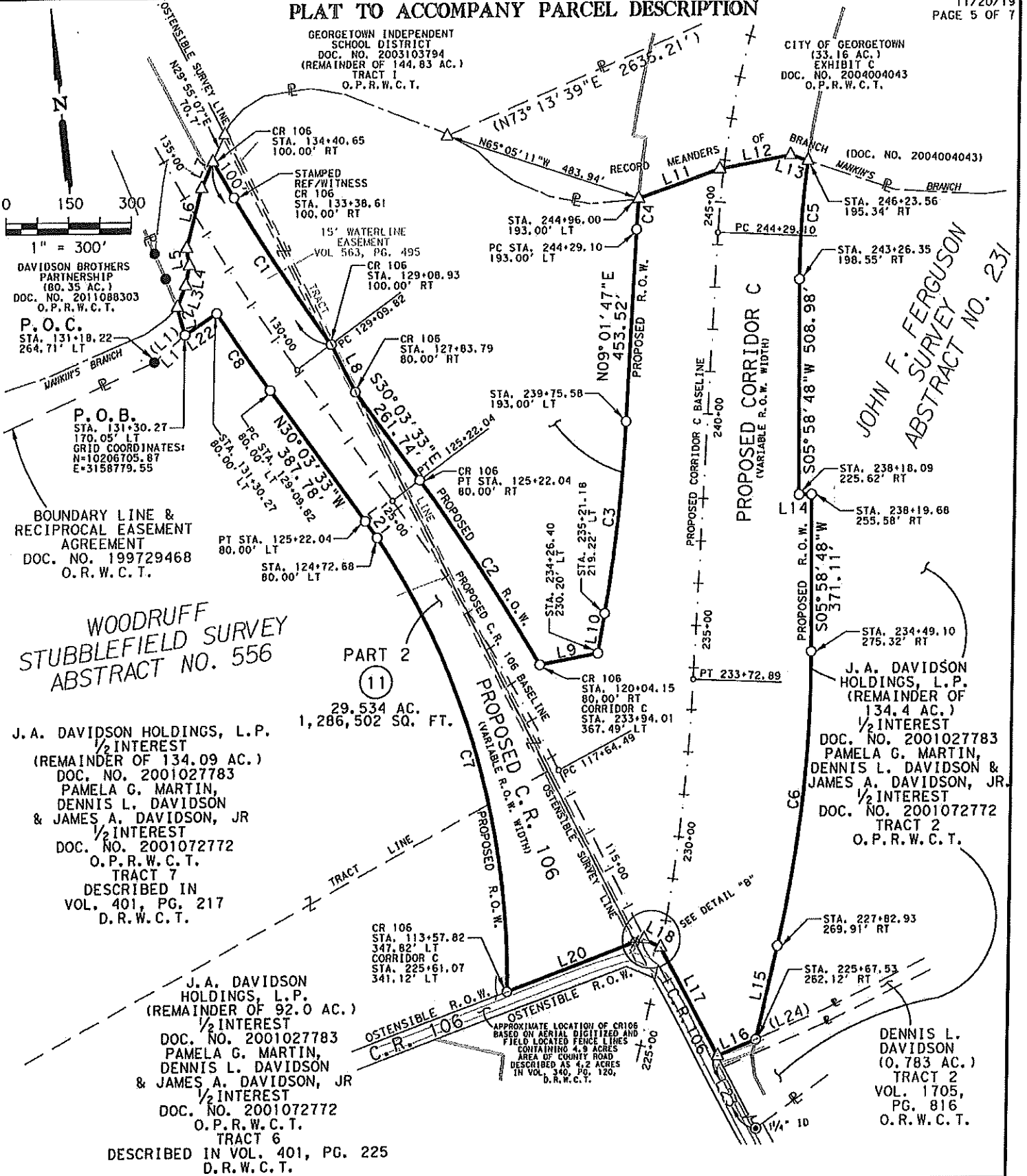
Date



EXHIBIT "___"

PLAT TO ACCOMPANY PARCEL DESCRIPTION

11/20/19
PAGE 5 OF 7



INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251

PARCEL PLAT SHOWING PROPERTY OF

J.A. DAVIDSON HOLDINGS, L.P., ET AL

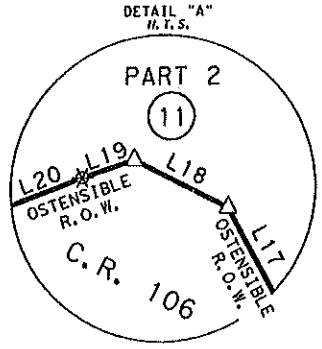
SCALE		PROJECT
1" = 300'	WILLIAMSON COUNTY	CORRIDOR C

PARCEL 11 PART 2

S:*ATKINS\CORRIDOR C\PARCELS\PARCEL 11-DAVIDSON HOLDINGS-PART 2\PARCEL 11-PART 2-DAVIDSON-REV.dgn

EXHIBIT " "

PLAT TO ACCOMPANY PARCEL DESCRIPTION



NUMBER	DIRECTION	DISTANCE
L1	N54° 49' 39"E	95.50'
(L1)	(N59° 56' E)	(95.50')
L2	N09° 25' 00"W	68.75'
L3	N27° 06' 42"E	54.16'
L4	N16° 07' 22"E	48.06'
L5	N03° 14' 25"W	41.19'
L6	N20° 07' 23"E	144.78'
L7	N29° 03' 44"E	68.04'
L8	S20° 58' 46"E	126.74'
L9	N85° 45' 20"E	141.06'
L10	N15° 38' 08"E	95.41'
L11	N76° 42' 03"E	202.77'
L12	N85° 37' 01"E	169.96'

NUMBER	DIRECTION	DISTANCE
L13	S64° 45' 37"E	43.92'
L14	S84° 01' 12"E	30.00'
L15	S18° 59' 23"W	226.98'
L16	S73° 15' 41"W	95.91'
L17	N21° 45' 33"W	292.83'
L18	N56° 33' 34"W	43.41'
L19	S78° 24' 04"W	22.47'
L20	S75° 43' 07"W	326.20'
L21	N29° 46' 35"W	48.58'
L22	S62° 28' 01"W	90.05'
L23	S21° 19' 31"E	1098.17'
(L23)	(S18° 58' 55"E)	(1098.17')
(L24)	(N75° 36' 45"E)	(269.0')

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	06° 05' 36"	4900.00'	521.10'	520.86'	S27° 01' 23"E
C2	05° 56' 05"	5080.00'	526.18'	525.94'	S27° 05' 31"E
C3	06° 36' 21"	3950.00'	455.41'	455.16'	N12° 19' 57"E
C4	01° 44' 33"	2393.00'	72.77'	72.77'	N09° 54' 03"E
C5	07° 59' 34"	2007.00'	279.98'	279.75'	S09° 58' 35"W
C6	13° 00' 35"	3080.00'	699.35'	697.84'	S12° 29' 05"W
C7	34° 15' 23"	1906.00'	1139.58'	1122.68'	N10° 09' 11"W
C8	02° 31' 34"	5080.00'	223.98'	223.96'	N28° 47' 46"W

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
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PH. (512) 238-1200, FAX (512) 238-1251

PARCEL PLAT SHOWING PROPERTY OF

J.A. DAVIDSON HOLDINGS, L.P., ET AL

SCALE		PROJECT
1" = 300'	WILLIAMSON COUNTY	CORRIDOR C

PARCEL 11
PART 2

S:*ATKINS\CORRIDOR C\PARCELS\PARCEL 11-DAVIDSON HOLDINGS-PART 2\PARCEL 11-PART 2-DAVIDSON-REV.dgn

EXHIBIT "___"

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

■	TXDOT TYPE I CONCRETE MONUMENT FOUND
□	IRON ROD FOUND W/TXDOT ALUMINUM CAP
●	½" IRON ROD FOUND UNLESS NOTED
⊙	½" IRON ROD FOUND W/PLASTIC CAP, AS NOTED
✳	FENCE POST FOUND
△	CALCULATED POINT
○	IRON ROD W/ ALUMINUM CAP STAMPED "ROW-4933" SET (UNLESS NOTED OTHERWISE)
◉	IRON PIPE FOUND
◎	AXLE FOUND
℄ ℄	PROPERTY LINE
( )	RECORD INFORMATION
	LINE BREAK
	LAND HOOK
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
N.T.S.	NOT TO SCALE
D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS

1) All bearings shown hereon are based on grid bearing. All distances are surface distances. Coordinates are surface values based on the Texas tate Plane Coordinate System, NAD 83, Central Zone.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO.1933226-KFO, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE AUGUST 27, 2019, ISSUE DATE SEPTEMBER 13, 2019.

10F. EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 299, PAGE 414, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT NOT BE LOCATED.

G. EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 338, PAGE 383, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT NOT BE LOCATED.

H. EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 362, PAGE 74, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT NOT BE LOCATED.

I. FLOODWATER RETARDING STRUCTURE TO DONAHOE CREEK WATERSHED AUTHORITY RECORDED IN VOLUME 485, PAGE 144, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

J. PIPE LINES EASEMENT TO JONAH WATER SUPPLY CORP. RECORDED IN VOLUME 563, PAGE 493, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

K. PIPE LINES EASEMENT TO JONAH WATER SUPPLY CORP. RECORDED IN VOLUME 563, PAGE 494, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

L. PIPE LINES EASEMENT TO JONAH WATER SUPPLY CORP. RECORDED IN VOLUME 563, PAGE 495, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECT AS SHOWN.

M. TERMS, CONDITIONS AND STIPULATIONS IN THE BOUNDARY LINE AGREEMENT AND RECIPROCAL EASEMENT AGREEMENT RECORDED DOC. NO. 9729468, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE PARTIALLY ON THE GROUND AND PARTIALLY FROM RECORD INFORMATION UNDER MY DIRECT SUPERVISION.

STATE OF TEXAS
REGISTERED
M. STEPHEN TRUESDALE
4933
PROFESSIONAL
LAND SURVEYOR

M. Stephen Truesdale 3DEC 2019

DATE:

M. STEPHEN TRUESDALE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS, LLC
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TX 78681

	ACRES	SQUARE FEET
ACQUISITION PART 2	29.534	1,286,502
ACQUISITION PART 3	1.223	53,291
TOTAL ACQUISITION	30.757	1,339,793
DEED AREA	238.904	10,406,642
REMAINDER AREA	208.147	9,066,849

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251

PARCEL PLAT SHOWING PROPERTY OF

J.A. DAVIDSON HOLDINGS, L.P., ET AL

SCALE		PROJECT
1" = 300'	WILLIAMSON COUNTY	CORRIDOR C

PARCEL 11 PART 2

S:*ATKINS\CORRIDOR C\PARCELS\PARCEL 11-DAVIDSON HOLDINGS-PART 2\PARCEL 11-PART 2-DAVIDSON-PG2-REV.dgn

EXHIBIT “B”

County: Williamson
Parcel: 11 Part 3
Project: Corridor C

November 20, 2019

EXHIBIT___
PROPERTY DESCRIPTION FOR PARCEL 11 PART 3

DESCRIPTION OF A 1.223 ACRE (53,291 SQUARE FOOT), TRACT OF LAND SITUATED IN THE JOHN F. FERGUSEN SURVEY, ABSTRACT NO. 231 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF THAT CALLED 134.4 ACRE TRACT 2 DESCRIBED IN WARRANTY DEED TO J. A. DAVIDSON HOLDINGS, L.P. (UNDIVIDED 1/2 INTEREST) RECORDED IN DOCUMENT NO. 2001027783 AND ALSO DESCRIBED IN EXECUTOR'S DISTRIBUTION DEED TO PAMELA G. MARTIN, DENNIS L. DAVIDSON AND JAMES A. DAVIDSON JR. (UNDIVIDED 1/2 INTEREST) RECORDED IN DOCUMENT NO. 2001072772 BOTH OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 1.223 ACRE (53,291 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1 1/4" ID iron pipe found, being the southwesterly corner of the remainder of said Tract 2, same being an angle point in the ostensible easterly Right-of-Way (ROW) line of said C.R. 106 (ROW width varies);

THENCE, with the westerly boundary line of said remainder of Tract 2, same being said ostensible easterly ROW line, N 21°19'31" W for a distance of 112.78 feet to an iron rod with aluminum cap stamped "ROW 4933" set 868.25 feet right of proposed Corridor C baseline station 218+71.34 and 24.08 feet right of C.R. 106 baseline station 100+00.00 (Grid Coordinates determined as N=10203939.66, E=3160224.62 TxSPC Zone 4203), in said ostensible easterly ROW line of C.R. 106, for the southwesterly corner and **POINT OF BEGINNING** of the herein described tract;

1) **THENCE**, departing said proposed easterly ROW line, with the westerly boundary line of said remainder of Tract 2, same being said ostensible existing easterly ROW line, **N 21°19'31" W** for a distance of **955.38** feet to a calculated ell corner in the westerly boundary line of said remainder of Tract 2, same being the southwesterly corner of that called 0.783 acre (Tract Two) tract described in Warranty Deed With Vendor's Lien to Dennis L. Davidson recorded in Volume 1705, Page 816 of the Official Records of Williamson County, Texas, for the northwesterly corner of the herein described tract;

2) **THENCE**, departing said ostensible easterly ROW line, with the common boundary line of said remainder of Tract 2 and said 0.783 acre tract, **N 73°15'41" E** for a distance of **71.99** feet to an iron rod with aluminum cap stamped "ROW 4933" set 261.78 feet right of proposed Corridor C baseline station 225+32.51, in the proposed easterly ROW line of said Corridor C, for the northeasterly corner of the herein described tract;

THENCE, departing said 0.783 acre tract, through the interior of said remainder of Tract 2, with said proposed easterly ROW line, the following three (3) courses:

3) **S 01°53'29" E** for a distance of **60.10** feet to an iron rod with aluminum cap stamped "ROW 4933" set 279.58 feet right of proposed Corridor C baseline station 224+88.09 and 80.00 feet right of proposed C.R. 106 baseline station 109+02.33, for an angle point:

4) **S 21°22'42" E** for a distance of **902.33** feet to an iron rod with aluminum cap stamped "ROW 4933" set 906.09 feet right of proposed Corridor C baseline station 219+06.31 and 80.00 feet right of proposed C.R. 106 baseline station 100+00.00, for the southeasterly corner of the herein described tract;

5) **S 68°37'18" W** for a distance of **55.92** feet to the **POINT OF BEGINNING**, containing 1.223 acre, (53,291 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

That I, M. Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct and that the property described herein was determined by a survey made on the ground under my direct supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

M. Stephen Truesdale 3 DEC 2019

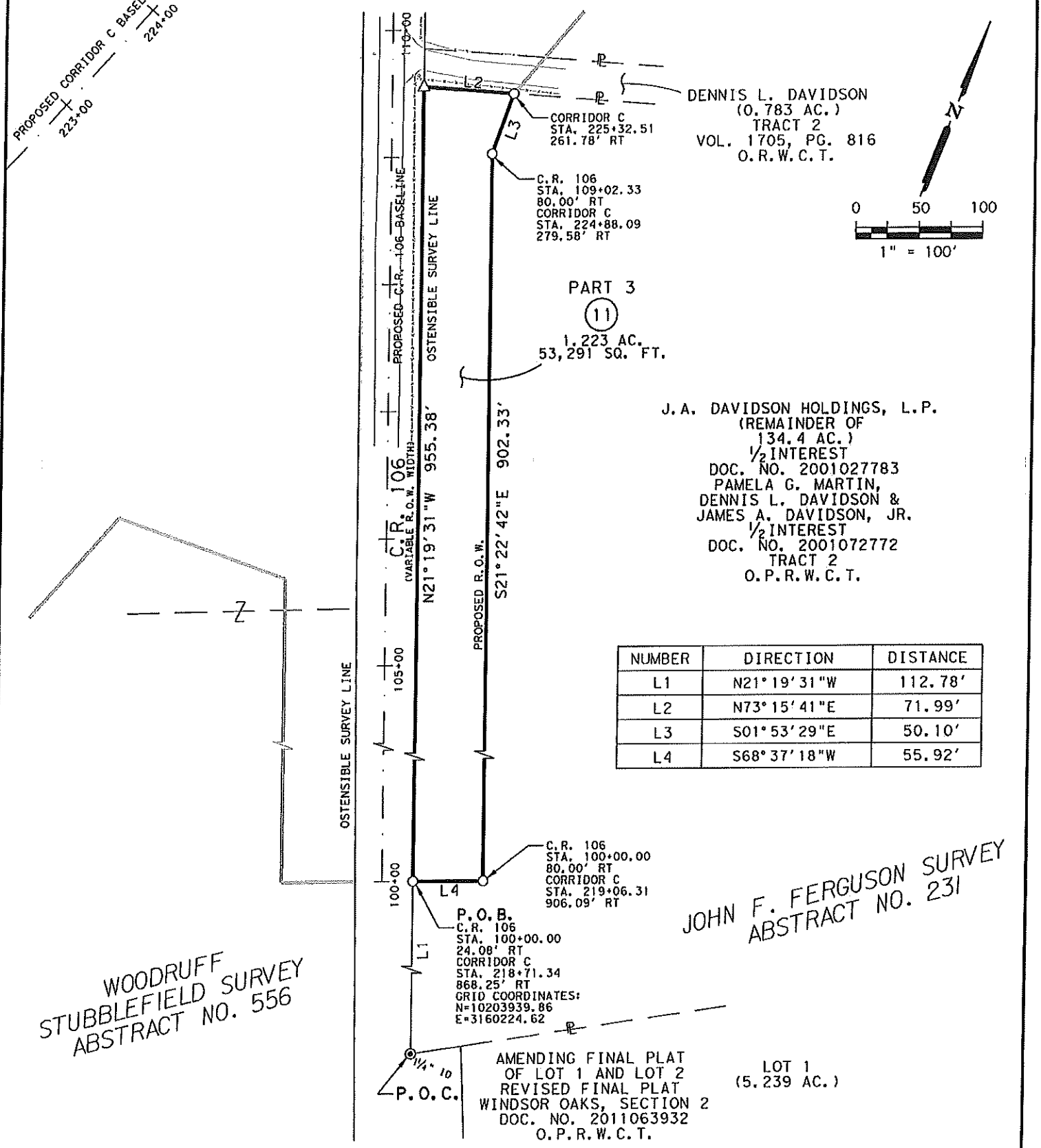
M. Stephen Truesdale
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681

Date

STATE OF TEXAS
REGISTERED
M. STEPHEN TRUESDALE
4933
PROFESSIONAL
LAND SURVEYOR

EXHIBIT "___"

PLAT TO ACCOMPANY PARCEL DESCRIPTION



NUMBER	DIRECTION	DISTANCE
L1	N21°19'31"W	112.78'
L2	N73°15'41"E	71.99'
L3	S01°53'29"E	50.10'
L4	S68°37'18"W	55.92'

INLAND GEODETICS LLC
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD, STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251

PARCEL PLAT SHOWING PROPERTY OF

J.A. DAVIDSON HOLDINGS, L.P., ET AL

SCALE		PROJECT
1" = 200'	WILLIAMSON COUNTY	CORRIDOR C

PARCEL 11 PART 3

S:*ATKINS\CORRIDOR C\PARCELS\PARCEL 11-DAVIDSON HOLDINGS-PART 3\PARCEL 11-PART 3-DAVIDSON-REV.dgn

EXHIBIT "___"

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

■	TXDOT TYPE I CONCRETE MONUMENT FOUND
□	IRON ROD FOUND W/TXDOT ALUMINUM CAP
●	½" IRON ROD FOUND UNLESS NOTED
⊙	½" IRON ROD FOUND W/PLASTIC CAP, AS NOTED
⊛	FENCE POST FOUND
△	CALCULATED POINT
○	IRON ROD W/ ALUMINUM CAP STAMPED "ROW-4933" SET (UNLESS NOTED OTHERWISE)
◉	IRON PIPE FOUND
◎	AXLE FOUND
℄	CENTER LINE
ℙ	PROPERTY LINE
( )	RECORD INFORMATION
	LINE BREAK
	LAND HOOK
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
N.T.S.	NOT TO SCALE
D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS

1) All bearings shown hereon are based on grid bearing. All distances are surface distances. Coordinates are surface values based on the Texas tate Plane Coordinate System, NAD 83, Central Zone.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. 1933226-KFO, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE AUGUST 27, 2019, ISSUE DATE SEPTEMBER 13, 2019.

10F. EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 299, PAGE 414, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT NOT BE LOCATED.

G. EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 338, PAGE 383, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT NOT BE LOCATED.

H. EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 362, PAGE 74, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT NOT BE LOCATED.

I. FLOODWATER RETARDING STRUCTURE TO DONAHOE CREEK WATERSHED AUTHORITY RECORDED IN VOLUME 485, PAGE 144, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

J. PIPE LINES EASEMENT TO JONAH WATER SUPPLY CORP. RECORDED IN VOLUME 563, PAGE 493, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

K. PIPE LINES EASEMENT TO JONAH WATER SUPPLY CORP. RECORDED IN VOLUME 563, PAGE 494, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

L. PIPE LINES EASEMENT TO JONAH WATER SUPPLY CORP. RECORDED IN VOLUME 563, PAGE 495, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

M. TERMS, CONDITIONS AND STIPULATIONS IN THE BOUNDARY LINE AGREEMENT AND RECIPROCAL EASEMENT AGREEMENT RECORDED DOC. NO. 9729468, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

STATE OF TEXAS
REGISTERED
M. STEPHEN TRUESDALE
4933
PROFESSIONAL
LAND SURVEYOR

M. Stephen Truesdale 3 DEC 2019

M. STEPHEN TRUESDALE DATE:
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS, LLC
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TX 78681

	ACRES	SQUARE FEET
ACQUISITION PART 2	29.534	1,286,502
ACQUISITION PART 3	1.223	53,291
TOTAL ACQUISITION	30.757	1,339,793
DEED AREA	238.904	10,406,642
REMAINDER AREA	208.147	9,066,849

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251

PARCEL PLAT SHOWING PROPERTY OF
J.A. DAVIDSON HOLDINGS, L.P., ET AL

SCALE 1" = 200' | WILLIAMSON COUNTY | PROJECT CORRIDOR C

PARCEL 11 PART 3

S:\WATKINS\CORRIDOR C\PARCELS\PARCEL 11-DAVIDSON HOLDINGS-PART 3\PARCEL 11-PART 3-DAVIDSON-REV.dgn

Commissioners Court - Regular Session **72.**

Meeting Date: 08/19/2025

Ronald Reagan Segment C Resolution for Condemnation

Submitted For: Don Childs **Submitted By:** Don Childs, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn (0.3886 acres) required for the construction of Ronald Reagan Segment C. (CHKR, LLC./ Parcel 5).

Background

Funding-TANS P588

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Resolution

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	08/14/2025 10:37 AM
Form Started By: Don Childs		Started On: 08/13/2025 03:44 PM
Final Approval Date: 08/14/2025		

IN THE COMMISSIONERS' COURT
OF WILLIAMSON COUNTY, TEXAS

RESOLUTION

WHEREAS, the Commissioners' Court of Williamson County, Texas, has found and determined that in order to promote the public safety, to facilitate the safety and movement of traffic, and to preserve the financial investment of the public in its roadways, public necessity requires acquisition of fee simple title to those certain tracts of land being .0.3886 acres (Parcel 5) as described by metes and bounds in Exhibit "A" owned by **CHKR, LLC,** for the purpose of constructing, reconstructing, maintaining, and operating the proposed Ronald Reagan Extension roadway improvements ("Project"), excluding all the oil, gas, and sulphur which can be removed from beneath said real property, without any right whatever remaining to the owner of such oil, gas, and sulphur of ingress to or egress from the surface of said real property for the purpose of exploring, developing, or mining of the same, as a part of the improvements to the Project, at such locations as are necessary and that such constructing, reconstructing, maintaining, and operating shall extend across and upon, and will cross, run through, and be upon the hereinafter described real properties; and

WHEREAS, the Commissioners' Court of Williamson County, Texas, has, through agents employed by the said office, entered into bona fide good faith negotiations with the owners of the hereinafter described properties and has failed to agree with the owners on the compensation and damages, if any, due to said owners. Now, therefore, the Commissioners' Court of Williamson County, Texas is authorizing the use of its power of eminent domain to condemn property.

BE IT RESOLVED BY THE COMMISSIONERS' COURT OF THE COUNTY OF WILLIAMSON, that the County Attorney or his designated agent be and he is hereby authorized and directed to file or cause to be filed against the owners of any interest in, and the holders of any lien secured by, the following described tracts of land, described in Exhibit "A" attached hereto, a suit in eminent domain to acquire the property interests for the aforesaid purposes; and

It is the intent of the Commissioners' Court that this resolution authorizes the condemnation of all property interests required to complete the construction and maintenance of the Project and associated public purposes. If it is later determined that there are any errors in the descriptions contained herein or if later surveys contain more accurate revised descriptions, the County Attorney is authorized to have such errors corrected or revisions made without the necessity of obtaining a new resolution of the Commissioners' Court authorizing the condemnation of the corrected or revised Property.

BE IT FURTHER RESOLVED the County Attorney or his designated agent be and he is hereby authorized and directed to incur such expenses and to employ such experts as he shall deem necessary to assist in the prosecution of such suit in eminent domain, including, but not limited to, appraisers, engineers, and land use planners or other required expert consultants.

Adopted this _____.

_____
Steven Snell
Williamson County Judge

County: Williamson
Parcel: 5 – CHKR LLC
Highway: Ronald Reagan Boulevard

EXHIBIT A
PROPERTY DESCRIPTION

DESCRIPTION OF A 0.3886 OF ONE ACRE (16,927 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 11.01 ACRE TRACT OF LAND DESCRIBED IN A SPECIAL WARRANTY DEED TO CHKR LLC, RECORDED IN DOCUMENT NO. 2019002710 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), SAID 0.3886 OF ONE ACRE (16,927 SQUARE FEET) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a Calculated Point in the existing West Right-of-Way (ROW) line of Ronald Reagan Boulevard (Variable Width ROW), for the Southeast corner of said 11.01 acre tract and the common Northeast corner 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 said O.P.R.W.C.T., (Grid Coordinates: N=10,231,807.93, E=3,077,212.11), 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;

1) **THENCE North 63°49'58" West** with the South line of said 11.01 acre tract and the common North line of said 10.01 acre tract, a distance of **17.61** feet to a 1/2-inch rebar with aluminum cap stamped "WILLIAMSON COUNTY" set in the proposed West ROW line of Ronald Reagan Boulevard, 159.05 feet Left of Ronald Reagan Baseline Station 697+48.41;

THENCE over and across said 11.01 acre tract with the proposed West ROW line of said Ronald Reagan Boulevard, the following two (2) course and distances:

2) Along a curve to the **Right** having a radius of **8,530.00** feet, an arc length of **580.73** feet, a delta angle of **03°54'05"**, and a chord which bears **North 27°31'47" East** a distance of **580.71** feet to a 1/2-inch rebar with aluminum cap stamped "WILLIAMSON COUNTY" set, 158.53 feet Left of Ronald Reagan Baseline Station 703+17.46; and

3) Along a curve to the **Right** having a radius of **8,140.00** feet, an arc length of **378.36** feet, a delta angle of **02°39'47"**, and a chord which bears **North 30°50'50" East** a distance of **378.33** feet to a 1/2-inch rebar with aluminum cap stamped "WILLIAMSON COUNTY" set in the North line of said 11.01 acre tract and the common South line of a called 11.69 acre tract described in a Special Warranty Deed to LAMCON 22, recorded in Document No. 2022123283 of said O.P.R.W.C.T., 159.49 feet Left of Ronald Reagan Baseline Station 706+88.12, from which a 1/2-inch rebar with cap stamped "FOREST RPLS 1847" found in the North line of said 11.01 acre tract and the common South line of said 11.69 acre tract, bears North 51°43'23" West a distance of 418.38 feet;

County: Williamson
Parcel: 5 – CHKR LLC
Highway: Ronald Reagan Boulevard

4) **THENCE South 51°43'23" East** with the North line of said 11.01 acre tract and the common South line of said 11.69 acre tract, a distance of **23.15** feet to a 1/2-inch rebar with cap stamped "FOREST RPLS 1847" found in the existing West ROW line of said Ronald Reagan Boulevard, for the Northeast corner of said 11.01 acre tract and the common Southeast corner of said 11.69 acre tract, 136.47 feet Left of Ronald Reagan Baseline Station 706+85.79, from which a 1/2-inch rebar with cap stamped "PBS&J" found in the East line of said 11.69 acre tract and the common existing West ROW line of said Ronald Reagan Boulevard, bears North 38°08'05" East a distance of 40.98 feet;

THENCE with the East line of said 11.01 acre tract and the common existing West ROW line of said Ronald Reagan Boulevard, the following four (4) courses and distances:

5) **South 38°08'05" West** a distance of **60.76** feet to a 1/2-inch rebar with cap stamped "PBS&J" found, 142.82 feet Left of Ronald Reagan Baseline Station 706+26.44;

6) Along a curve to the **Left** having a radius of **8,660.00** feet, an arc length of **430.09** feet, a delta angle of **02°50'44"**, and a chord which bears **South 30°42'58" West** a distance of **430.05** feet to a 1/2-inch rebar with cap stamped "PBS&J" found, 145.65 feet Left of Ronald Reagan Baseline Station 702+04.29;

7) **South 60°14'11" East** a distance of **9.93** feet to a 1/2-inch rebar with cap stamped "PBS&J" found, 135.72 feet Left of Ronald Reagan Baseline Station 702+04.12; and

County: Williamson
Parcel: 5 – CHKR LLC
Highway: Ronald Reagan Boulevard

8) Along a curve to the **Left** having a radius of **8,650.00** feet, an arc length of **464.24** feet, a delta angle of **03°04'30"**, and a chord which bears **South 27°45'36" West** a distance of **464.18** feet to the **POINT OF BEGINNING**, containing 0.3886 of one acre (16,927 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.

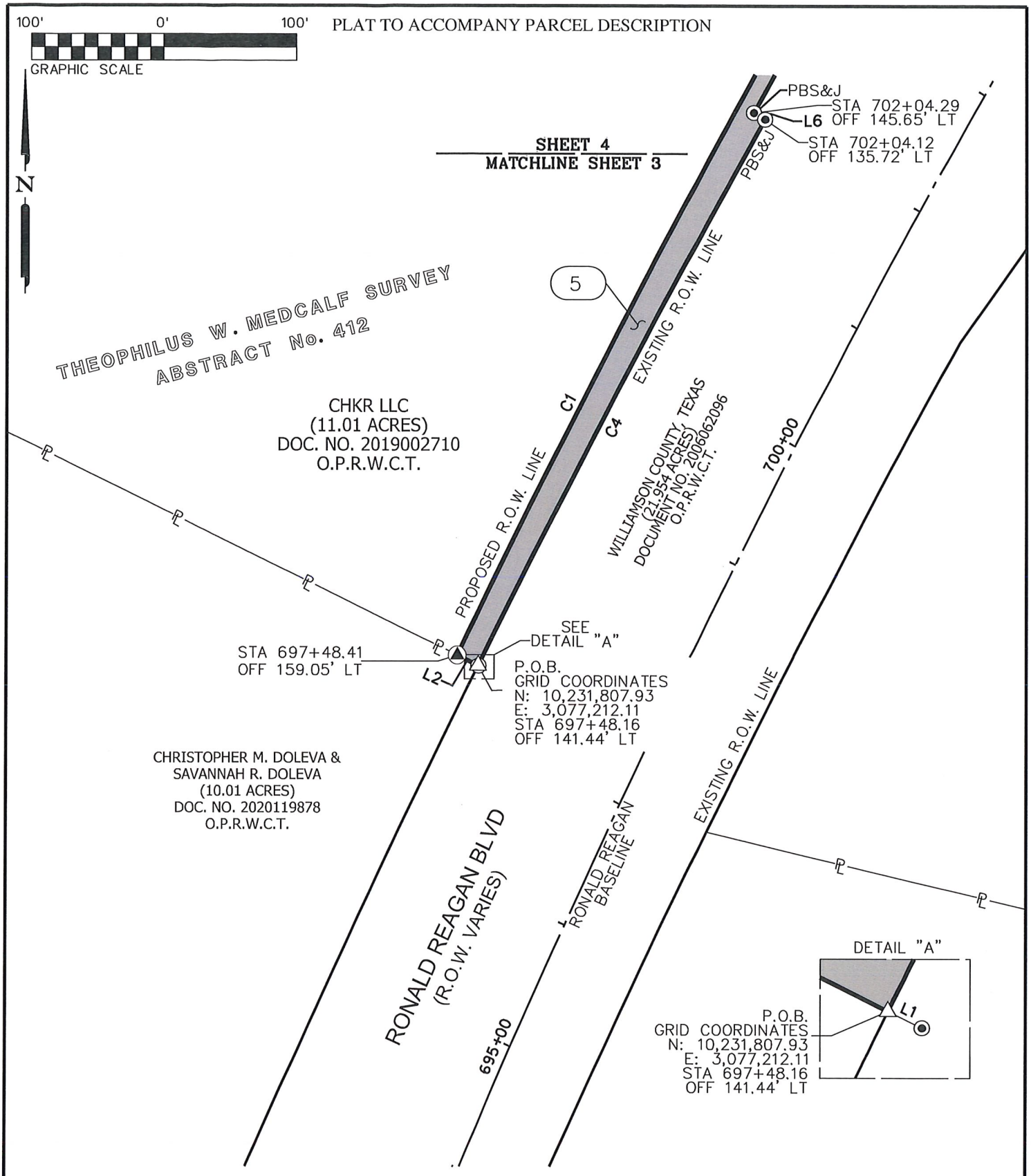
Frank W Funk 03/06/2025



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 " "

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

CHKR LLC

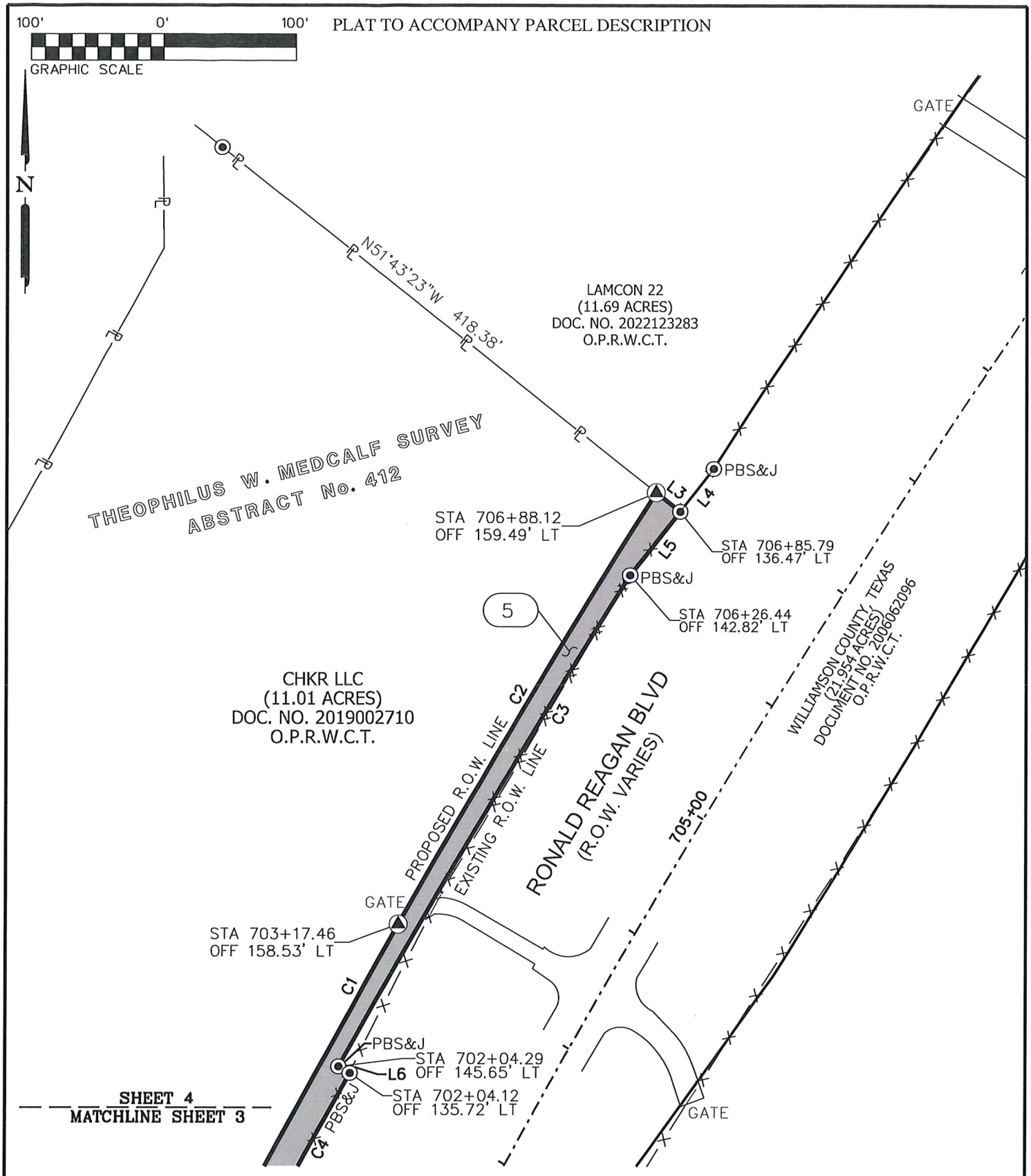
SCALE	PROJECT	COUNTY
1" = 100'	RONALD REAGAN	WILLIAMSON

03/06/2025

PARCEL 05
0.3886 ACRES
16,927 Sq. Ft.

EXHIBIT " "

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

CHKR LLC

SCALE	PROJECT	COUNTY
1" = 100'	RONALD REAGAN	WILLIAMSON

03/06/2025

PARCEL 05
0.3886 ACRES
16,927 Sq. Ft.

EXHIBIT " "

PLAT TO ACCOMPANY PARCEL DESCRIPTION

CURVE DATA				
CURVE	Δ	RADIUS	LENGTH	CHORD
C1	03° 54'05"	8530.00'	580.73'	N27° 31'47"E 580.71'
C2	02° 39' 47"	8140.00'	378.36'	N30° 50'50"E 378.33'
C3	02° 50' 44"	8660.00'	430.09'	S30° 42' 58"W 430.05'
C4	03° 04' 30"	8650.00'	464.24'	S27° 45' 36"W 464.18'

LINE DATA		
LINE	BEARING	LENGTH
L1	S63° 49'58"E	0.51'
L2	N63° 49'58"W	17.61'
L3	S51° 43'23"E	23.15'
L4	N38° 08'05"E	40.98'
L5	S38° 08'05"W	60.76'
L6	S60° 14'11"E	9.93'

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
—P—	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 11.01 ACRES 479,596 Sq. Ft.
REMAINDER 10.62 ACRES 462,669 Sq. Ft.

LSI LANDESIGN SERVICES, INC.
10090 W HIGHWAY 29 LIBERTY HILL, TX 78642
TBPELS FIRM NO. 10001800
512-238-7901

PARCEL PLAT SHOWING PROPERTY OF

CHKR LLC

SCALE	PROJECT	COUNTY
1" = 100'	RONALD REAGAN	WILLIAMSON

03/06/2025

PARCEL 05
0.3886 ACRES
16,927 Sq. Ft.

EXHIBIT " "

PLAT TO ACCOMPANY PARCEL DESCRIPTION

COMMITMENT FOR TITLE INSURANCE PROVIDED BY:

FIRST AMERICAN TITLE GUARANTY COMPANY
GF NO. T-179490
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 10.7 AND 10.10 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. 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)

8. ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN ACCESS EASEMENT AGREEMENT OF RECORD IN DOCUMENT NO. 2019002768 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.
(MAY AFFECT- UNABLE TO LOCATE BASED ON THE DESCRIPTION IN INSTRUMENT)

9. ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN UTILITY EASEMENT AGREEMENT OF RECORD IN DOCUMENT NO. 2019002769 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.
(MAY AFFECT- BLANKET IN TYPE)

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

CHKR LLC

SCALE	PROJECT	COUNTY
1" = 100'	RONALD REAGAN	WILLIAMSON

03/06/2025

PARCEL 05
0.3886 ACRES
16,927 Sq. Ft.

SHEET 7 OF 7

Commissioners Court - Regular Session **73.**

Meeting Date: 08/19/2025

FY 26 Salary Grievance for District Attorney

Submitted By: Ashlie Holladay, Budget Office

Department: Budget Office

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on the Williamson County Salary Grievance Committee's recommendation in relation to the salary of the Williamson County District Attorney.

Background

In accordance with Section 152.016(c), Texas Local Government Code, if, after a public hearing before the Salary Grievance Committee, six or more of the members vote to recommend an increase in an elected officer's salary or personal expenses, the Committee shall submit its recommendation to the Williamson County Commissioners Court in writing. If six to eight members vote to recommend the increase, the Williamson County Commissioners Court will consider the recommendation at its next meeting. If nine members vote to recommend the increase and sign the recommendation, the Williamson County Commissioners Court shall include the increase in the budget before the budget is filed, and the increase takes effect in the next budget year.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Salary Grievance Committee Recommendation

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	08/13/2025 09:14 AM
Form Started By: Ashlie Holladay		Started On: 08/13/2025 08:34 AM
Final Approval Date: 08/13/2025		

RECOMMENDATION

OF THE

WILLIAMSON COUNTY SALARY GRIEVANCE COMMITTEE

August 15, 2025

To the Honorable Members of the Williamson County Commissioners Court,

The Williamson County Salary Grievance Committee (Committee) held a hearing on August 15, 2025 at 8:00 a.m. to consider Williamson County District Attorney, Shawn Dick's request that the Commissioners Court's approved FY 2026 county supplement of $25,000.00 for the Williamson County District Attorney be increased to $79,346.82.

Mr. Dick addressed the Committee and provided information relating to his request. The Williamson County Manager, Rebecca Clemons, provided information as to the Commissioners Court's process of setting the county supplement for the Williamson County District Attorney, as well as differences between salary matters relating to county officials and employees and salary matters relating to the Williamson County District Attorney and Williamson County District Judges.

The Committee considered all comments and documentation provided to it and, thereafter, voted 8 in favor of and 1 opposed to an increase to the county supplement for the Williamson County District Attorney in the amount of $79,346.82 for FY2026.

Since at least 6 members of the Committee voted to recommend the increase, the Williamson County Commissioners Court shall consider the recommendation at its next meeting.

Thank you for your consideration and review,

Williamson County Salary Grievance Committee

By: _____

Steven Snell, Williamson County Judge
As Chairman for the Williamson County
Salary Grievance Committee

Commissioners Court - Regular Session **74.**

Meeting Date: 08/19/2025

FY 26 Salary Grievance for Constable Precinct #2

Submitted By: Ashlie Holladay, Budget Office

Department: Budget Office

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on the Williamson County Salary Grievance Committee's recommendation in relation to the salary of the Williamson County Constable Precinct No. 2.

Background

In accordance with Section 152.016(c), Texas Local Government Code, if, after a public hearing before the Salary Grievance Committee, six or more of the members vote to recommend an increase in an elected officer's salary or personal expenses, the Committee shall submit its recommendation to the Williamson County Commissioners Court in writing. If six to eight members vote to recommend the increase, the Williamson County Commissioners Court shall consider the recommendation at its next meeting. If nine members vote to recommend the increase and sign the recommendation, the Williamson County Commissioners Court shall include the increase in the budget before the budget is filed, and the increase takes effect in the next budget year.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Salary Grievance Committee Recommendation

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	08/13/2025 09:16 AM
Form Started By: Ashlie Holladay		Started On: 08/13/2025 08:36 AM
Final Approval Date: 08/13/2025		

RECOMMENDATION

OF THE

WILLIAMSON COUNTY SALARY GRIEVANCE COMMITTEE

August 15, 2025

To the Honorable Members of the Williamson County Commissioner's Court,

The Williamson County Salary Grievance Committee (Committee) held a hearing on August 15, 2025 at 8:00 a.m. to consider Williamson County Constable Precinct No. 2, Jeff Anderson's request that the Commissioners Court's approved FY 2026 county salary of $122,172.18 for the Williamson County Constable Precinct No. 2 be increased to $148,336.65.

Constable Anderson addressed the Committee and provided information relating to his request. The Williamson County Manager, Rebecca Clemons, provided information as to the Commissioners Court's process of setting the salary for the Williamson County Constable Precinct No. 2 as well as differences between salary matters relating to county officials and employees and salary matters relating to the Williamson County Constable Precinct No. 2.

The Committee considered all comments and documentation provided to it and, thereafter, voted 7 in favor of and 2 opposed to an increase to the salary for the Williamson County Constable Precinct No. 2 to the amount of $148,336.65 for FY2026.

Since at least 6 members of the Committee voted to recommend the increase, the Williamson County Commissioners Court shall consider the recommendation at its next meeting.

Thank you for your consideration and review,

Williamson County Salary Grievance Committee

By: _____

Steven Snell, Williamson County Judge
As Chairman for the Williamson County
Salary Grievance Committee

Commissioners Court - Regular Session **75.**

Meeting Date: 08/19/2025

FY26 Salary Grievance for Constable Precinct #3

Submitted By: Ashlie Holladay, Budget Office

Department: Budget Office

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on the Williamson County Salary Grievance Committee's recommendation in relation to the salary of the Williamson County Constable Precinct No. 3.

Background

In accordance with Section 152.016(c), Texas Local Government Code, if, after a public hearing before the Salary Grievance Committee, six or more of the members vote to recommend an increase in an elected officer's salary or personal expenses, the Committee shall submit its recommendation to the Williamson County Commissioners Court in writing. If six to eight members vote to recommend the increase, the Williamson County Commissioners Court shall consider the recommendation at its next meeting. If nine members vote to recommend the increase and sign the recommendation, the Williamson County Commissioners Court shall include the increase in the budget before the budget is filed, and the increase takes effect in the next budget year.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Salary Grievance Committee Recommendation

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	08/13/2025 09:21 AM
Form Started By: Ashlie Holladay		Started On: 08/13/2025 08:37 AM
Final Approval Date: 08/13/2025		

RECOMMENDATION

OF THE

WILLIAMSON COUNTY SALARY GRIEVANCE COMMITTEE

August 15, 2025

To the Honorable Members of the Williamson County Commissioner's Court,

The Williamson County Salary Grievance Committee (Committee) held a hearing on August 15, 2025 at 8:00 a.m. to consider Williamson County Constable Precinct No. 3, Kevin Wilkie's request that the Commissioners Court's approved FY 2026 county salary of $122,172.18 for the Williamson County Constable Precinct No. 3 be increased to $148,336.65.

Constable Wilkie addressed the Committee and provided information relating to his request. The Williamson County Manager, Rebecca Clemons, provided information as to the Commissioners Court's process of setting the salary for the Williamson County Constable Precinct No. 3 as well as differences between salary matters relating to county officials and employees and salary matters relating to the Williamson County Constable Precinct No. 3.

The Committee considered all comments and documentation provided to it and, thereafter, voted 7 in favor of and 2 opposed to an increase to the salary for the Williamson County Constable Precinct No. 3 to the amount of $148,336.65 for FY2026.

Since at least 6 members of the Committee voted to recommend the increase, the Williamson County Commissioners Court shall consider the recommendation at its next meeting.

Thank you for your consideration and review,

Williamson County Salary Grievance Committee

By: _____

Steven Snell, Williamson County Judge
As Chairman for the Williamson County
Salary Grievance Committee

Commissioners Court - Regular Session **76.**

Meeting Date: 08/19/2025

FY26 Salary Grievance for Constable Precinct #4

Submitted By: Ashlie Holladay, Budget Office

Department: Budget Office

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on the Williamson County Salary Grievance Committee's recommendation in relation to the salary of the Williamson County Constable Precinct No. 4.

Background

In accordance with Section 152.016(c), Texas Local Government Code, if, after a public hearing before the Salary Grievance Committee, six or more of the members vote to recommend an increase in an elected officer's salary or personal expenses, the Committee shall submit its recommendation to the Williamson County Commissioners Court in writing. If six to eight members vote to recommend the increase, the Williamson County Commissioners Court shall consider the recommendation at its next meeting. If nine members vote to recommend the increase and sign the recommendation, the Williamson County Commissioners Court shall include the increase in the budget before the budget is filed, and the increase takes effect in the next budget year.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Salary Grievance Committee Recommendation

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	08/13/2025 09:22 AM
Form Started By: Ashlie Holladay		Started On: 08/13/2025 08:39 AM
Final Approval Date: 08/13/2025		

RECOMMENDATION

OF THE

WILLIAMSON COUNTY SALARY GRIEVANCE COMMITTEE

August 15, 2025

To the Honorable Members of the Williamson County Commissioner's Court,

The Williamson County Salary Grievance Committee (Committee) held a hearing on August 15, 2025 at 8:00 a.m. to consider Williamson County Constable Precinct No. 4, Paul L. Leal's request that the Commissioners Court's approved FY 2026 county salary of $122,172.18 for the Williamson County Constable Precinct No. 4 be increased to $148,336.65.

Constable Leal addressed the Committee and provided information relating to his request. The Williamson County Manager, Rebecca Clemons, provided information as to the Commissioners Court's process of setting the salary for the Williamson County Constable Precinct No. 4 as well as differences between salary matters relating to county officials and employees and salary matters relating to the Williamson County Constable Precinct No. 4.

The Committee considered all comments and documentation provided to it and, thereafter, voted 6 in favor of and 3 opposed to an increase to the salary for the Williamson County Constable Precinct No. 4 to the amount of $148,336.65 for FY2026.

Since at least 6 members of the Committee voted to recommend the increase, the Williamson County Commissioners Court shall consider the recommendation at its next meeting.

Thank you for your consideration and review,

Williamson County Salary Grievance Committee

By: _____

Steven Snell, Williamson County Judge
As Chairman for the Williamson County
Salary Grievance Committee

Commissioners Court - Regular Session **77.**

Meeting Date: 08/19/2025

2025-2026 Budget

Submitted By: Ashlie Holladay, Budget Office

Department: Budget Office

Agenda Category: Regular Agenda Items

Information

Agenda Item

FY26 Budget - Discuss, consider and take appropriate action on the Budget Officer's 2025-2026 recommended budget.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Preliminary Proposed Budget

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	08/13/2025 09:00 AM
Form Started By: Ashlie Holladay		Started On: 08/01/2025 11:18 AM
Final Approval Date: 08/13/2025		

2025 - 2026 GENERAL FUND PRELIMINARY PROPOSED BUDGET

General Fund Budget Office Recommendations	$	375,657,616
SUBTOTAL	**$**	**375,657,616**

SPONSORED ITEMS FOR 8/12/25					SPONSOR	ACTION TAKEN
County Water Supply Study	$	350,000	$	500,000	Judge Snell	Approved - Set aside in 409 Non-Departmental
2% COLA for Civilians	$	2,200,000			Judge Snell	Tabled for 8/19
0541 Office of Emergency Management / Preparedness & Mitigation Specialist	$	152,757	$	103,757	Judge Snell	Approved
0551 Constable Pct. #1 / Deputy Constable L1.4	$	269,543	$	269,543	Commissioner Cook	Approved
Remove CDBG Asst. Community Development Administrator $92,199	$	-	$	-	Commissioner Long	Approved for PT position to start August 1st, 2026; $15,673
0503 Information Technology / C&J Analyst I	$	101,000	$	101,000	Commissioner Long	Approved
0503 Information Technology / Reduce Professional Svcs 004100	$	(101,000)	$	(101,000)	Commissioner Long	Approved
0492 Elections / Ballot by Mail Coordinator	$	67,150	$	67,150	Commissioner Covey	Approved
0440 Remove ARPA Prosecutors x 3	$	(510,648)	$	-	Commissioner Covey	No Action
Hail Repairs / Risk	$	196,000	$	196,000	Commissioner Covey	Approved
SUBTOTAL	**$**	**2,724,803**	**$**	**1,136,450**		

SPONSORED ITEMS FOR 8/19/25			SPONSOR	ACTION TAKEN
2% COLA for all County Auditor Staff in addition to already funded 2% Merit	$	62,988	Judge Snell	
County Auditor Salary set at 5% Increase (2% already funded)	$	7,108	Judge Snell	
District Court Reporter Salaries set at 3% Increase	$	1,808	Judge Snell	
2% COLA for Civilians	$	2,200,000	Judge Snell	
Law Enforcement / Corrections Charts / +2% for median plus 2%	$	1,200,000	Judge Snell	
Vehicle Rollover / Misc. parts/orders not received by 9/30/2025	$	4,004,293	Judge Snell	
Salary Grievance / Constable Precinct #2 Salary	$	32,160	Judge Snell	
Salary Grievance / Constable Precinct #3 Salary	$	32,160	Judge Snell	
Salary Grievance / Constable Precinct #4 Salary	$	32,160	Judge Snell	
Salary Grievance / District Attorney Supplement	$	66,799	Judge Snell	
0509 Facilities / Courtroom furniture not received by 9/30/2025; Rollover Funding Needed	$	47,000	Judge Snell	
0509 Facilities / Veteran Services Remodel not complete by 9/30/2025; Rollover Funding Needed	$	25,000	Judge Snell	
0475 County Attorney / Sgt. Investigator	$	221,132	Commissioner Long	
0475 Multiple Items to Include Turning in Vehicle to Re-purpose	$	(202,132)	Commissioner Long	
0503 Information Technology	$	(19,000)	Commissioner Long	
$1000 added to base pay for all Civilian Positions to include new positions	$	1,600,000	Commissioner Covey	
0541 Add back in Cubicles for Office of Emergency Management	$	49,000	Commissioner Covey	
0542 Fire Marshal / Equipment	$	-	Commissioner Covey	
0542 Fire Marshal / On Call Pay - 2 FTEs at $100 / week	$	12,865	Commissioner Boles	
0542 Fire Marshal / Fire Marshal Deputy	$	224,924	Commissioner Boles	

SUBTOTAL	**$**	**9,598,264**	**$**	**-**	
GRAND TOTAL			**$**	**376,794,066**	

2025 - 2026 ROAD AND BRIDGE FUND PRELIMINARY PROPOSED BUDGET

Road & Bridge Fund Budget Office Recommendations			$	72,734,889	
SUBTOTAL			**$**	**72,734,889**	

SPONSORED ITEMS FOR 8/12/25				**SPONSOR**	
2% COLA for Civilians	$	300,000		Judge Snell	Tabled for 8/19
Skyview Bridge Project / Carryover / Object Code 000777 P708	$	300,000	$ 300,000	Commissioner Long	Approved
Additional LRTP	$	5,000,000	$ 5,000,000	Commissioner Covey	Approved
R&B Sr. Engineer	$	185,244	$ 185,244	Commissioner Boles	Approved
~~Facility Enhancement / CMF Training Room Remodel~~	~~$~~	~~588,000~~	~~$ -~~	~~Commissioner Boles~~	Removed per Commissioner Boles
~~CIP / Personnel Muster Facility~~	~~$~~	~~4,800,000~~	~~$ -~~	~~Commissioner Boles~~	Added to General Fund CIP List to Discuss in September
Requesting $4M of the $5M of LRTP be put towards SH 95 Corridor Planning	$	-	$ -	Commissioner Boles	Approved
SUBTOTAL	**$**	**5,785,244**	**$ 5,485,244**		

SPONSORED ITEMS 8/19/2025				**SPONSOR**	**ACTION TAKEN**
2% COLA for Civilians	$	300,000		Judge Snell	
$1000 added to base pay for all Civilian Positions to include new positions	$	250,000		Commissioner Covey	
SUBTOTAL	**$**	**550,000.00**	**$ -**		
GRAND TOTAL			**$**	**78,220,133**	

2025 - 2026 DEBT SERVICE FUND PRELIMINARY PROPOSED BUDGET

Debt Service Fund Budget Office Recommendations			$	222,704,539	
TOTAL			**$**	**222,704,539**	

SPONSORED ITEMS 8/12/2025				**SPONSOR**	
SUBTOTAL			**$**	**-**	
GRAND TOTAL			**$**	**222,704,539**	
GENERAL FUND, ROAD & BRIDGE FUND and DEBT SERVICE FUND TOTAL			**$**	**677,718,738**	

Commissioners Court - Regular Session **78.**

Meeting Date: 08/19/2025

2026 Revenue Projections

Submitted For: Julie Kiley **Submitted By:** Julie Kiley, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and consider Fiscal Year 2026 Revenue Projections to include tax rates.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	08/13/2025 09:03 AM
Form Started By: Julie Kiley		Started On: 08/13/2025 07:01 AM
Final Approval Date: 08/13/2025		

Commissioners Court - Regular Session **79.**

Meeting Date: 08/19/2025

Fiscal Year 2025-2026 Salary for County Auditor

Submitted For: Julie Kiley **Submitted By:** Julie Kiley, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on the 2025-2026 salary for the County Auditor in the amount of $212,894.96.

Background

Sec. 152.032 of the Texas Local Government Code requires Commissioners Court approval of the County Auditor's salary should it exceed the "highest paid elected county officer". Currently, the highest paid county officer for FY26 is the County Attorney at $185,521.96. The FY 26 (County Auditor) salary was set by the District Court Judges during the Auditor's Office annual budget hearing on Tuesday, August 12, 2025, which is a 5% increase over current salary. 2% of this funding is already included in the proposed FY 26 budget as presented to the court by the Budget Office. An additional amount of $7,206.46 is needed if the Commissioners Court approves this item.

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	08/13/2025 09:05 AM
Form Started By: Julie Kiley		Started On: 08/13/2025 07:20 AM
Final Approval Date: 08/13/2025		

Commissioners Court - Regular Session **80.**

Meeting Date: 08/19/2025

Approval of the 2025-2026 Proposed Budget

Submitted By: Ashlie Holladay, Budget Office

Department: Budget Office

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving the 2025-2026 proposed budget and direct the Budget Officer to file the proposed budget with the County Clerk and the County Auditor.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	08/13/2025 09:01 AM
Form Started By: Ashlie Holladay		Started On: 08/11/2025 03:51 PM
Final Approval Date: 08/13/2025		