NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONERS COURT
Commissioners Courtroom
710 S. Main Street, Georgetown
October 7, 2025
9:30 A.M.

The Commissioners Court of Williamson County, Texas will meet in Regular Session at the above location, date, and time to consider the items set forth below. It is the intent of the Commissioners Court to have a quorum physically present at the meeting. Up to two (2) Commissioners Court members may participate by videoconference call in accordance with the Texas Open Meetings Act.

1. Review and approval of minutes.

2. Hear County Auditor concerning invoices, bills, Quick Check Report, wire transfers and electronic payments submitted for payment and take appropriate action including, but not limited to approval for payment provided said items are found by the County Auditor to be legal obligations of the county.

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 – 29)

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

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM:	0100.0560.003104	K9 Division	$15,600.00
TO:	0100.0560.005000	Capital Outlay > $5.000	$15,600.00

5. Discuss, consider, and take appropriate action on acknowledging the Purchasing Department's monthly report of asset dispositions through transfer, pursuant to Texas Local Government Code 263.152, for the period of 09.01.2025 through 09.26.2025.

6. Discuss, consider, and take appropriate action to acknowledge the Purchasing Department's monthly report of asset dispositions through destruction, pursuant to Texas Local Government Code 263.152, from September 01, 2025, to September 26, 2025.

7. Discuss, consider, and take appropriate action on acknowledging the purchasing department's monthly report of asset disposition through auction, pursuant to Texas Local Government Code 263-152, for the period of September 01, 2025, through September 26, 2025.

8. Discuss, consider and take appropriate action and note in the official minutes the adoption of an employer contribution rate of 15.00% to Texas County & District Retirement System (TCDRS) for Plan Year 2026.

9. Discuss, consider and take appropriate action on approving the Service Contract# 2026-023 for Consulting Actuary Services - GASB Review between Williamson County and Milliman, Inc. to provide consulting actuary services in the not-to-exceed amount of $23,000.00 for "On-Cycle" year FY26 and the not-to-exceed amount of $5,000.00 for "Off-Cycle", exempting the purchase from the competitive bidding requirements for the service established by Section 262.024 (a)(4) [a personal service] of the Texas Local Government Code Discretionary Exemptions and authorizing execution of the agreement.

10. Discuss, consider and take appropriate action on the appointment of Ausencio Trejo as Deputy Constable for Constable Precinct 1 pursuant to Texas Local Government Code 86.011.

11. Consider and take appropriate action on the appointment of David R Hogate as Deputy Constable to fill the new position in the Precinct 2 Constables office.

12. Discuss, consider and take appropriate action on a request for the Williamson County Regional Animal Shelter to accept a grant from DAFgiving360.

13. Discuss, consider and take appropriate action on participation in the Williamson County Road Bond Program under the County's Habitat Conservation Plan (HCP) for improvements to Ranch to Market Road 2243 (Leander Road) Phase 1A, Williamson County, Texas.

14. Discuss, consider and take appropriate action regarding approval and receipt of Vehicle Reimbursement Agreement with RDM for off-duty contracting of County Sheriff Deputies to be effective October 7, 2025.

15. Discuss, consider, and take appropriate action on approving the annual request to exempt from competitive bidding/proposal requirements, pursuant to Tex/Loc. Gov't Code Section 262.024(11) Vehicle and Equipment Repairs (i.e. those not covered by insurance coverage and that are paid for from County funds) for FY25/26 based on criteria and definitions provided by the Williamson County Purchasing Agent.

16. Discuss, consider, and take appropriate action on approving the Master Service Agreement #2026-018 between Williamson County and TORCH Industrial Services, LLC for Commercial Fabrication and Welding Services, in the not-to-exceed amount of $19,500.00, and authorize execution of the agreement.

17. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive competitive sealed proposals for a contractor to upgrade audiovisual systems at the Williamson County Expo Center, under RFCSP #25RFCSP87, the Funding Source is P648.

18. Discuss, consider, and take appropriate action on approving the Master Service Agreement, #2026-017, between Williamson County and Straight Arrow Striping, LLC for Parking Lot Services, in the not-to-exceed amount of $19,500.00, and authorize execution of the agreement.

19. Discuss, consider and take appropriate action on approving Addendum under contract #2026-032 with Bentley Systems, Inc. for OpenRoads Designer Select Subscription in the amount of $20,850.00, exempting this from the standard Williamson County Terms and Conditions, and authorizing execution of the agreement.

20. Discuss, consider and take appropriate action on Work Authorization No 1 in the amount of $50,000.00 to expire on December 31, 2026 under Williamson County Contract for Engineering Services between DCCM and Williamson County dated August 5, 2025 for On Call Utility Coordination and Relocation for All Williamson County Road and Bridge Non-Capital Improvement Projects. Funding source: 01.0200.0210.004100.

21. Discuss, consider and take appropriate action on Supplemental Work Authorization No 1 to Work Authorization No 2 under Williamson County Contract between Cobb, Fendley & Associates, Inc. and Williamson County dated July 16, 2019 for Utility Coordination for South San Gabriel Ranches Subdivision (Aqua Water). Funding source: P489.

22. Discuss, consider and take appropriate action on Supplemental Work Authorization No. 7 to Work Authorization No. 3 under Williamson County Contract between Cobb, Fendley & Associates, Inc. and Williamson County dated July 16, 2019, for On Call Utility Coordination and Relocation for All Williamson County Road and Bridge Non-Capital Improvement Projects. Funding source: 01.0200.0210.004100.

23. Discuss, consider and take appropriate action on Supplemental Work Authorization No. 1 to Work Authorization No. 9 under Williamson County Contract between Cobb, Fendley & Associates, Inc. and Williamson County dated July 16, 2019, for Utility Coordination for Tracy Chambers Extension. Funding source: P640.

24. Discuss, consider and take appropriate action on Supplemental Work Authorization No. 9 to Work Authorization No. 4 under Williamson County Contract between Cobb, Fendley & Associates, Inc. and Williamson County dated July 16, 2019, for On Call Utility Coordination and Relocation for All Williamson County Road and Bridge Capital Improvement Projects. Funding source: 01.0777.0200.009007.

25. Discuss, consider, and take appropriate action on approving Construction Services Contract #2026-033 with Smith Contracting Co. Inc., for CR 401 (Rock Riprap) Erosion Control Work for Road Bonds / HNTB, in the amount of $18,756.00, and authorize execution of this agreement, the funding source is P588.

26. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed responses for the RM 2243 Phase 1A for Road Bonds/HNTB, under IFB #25IFB88.

27. Discuss, consider, and take appropriate action on Supplemental No. 3 to Work Authorization No. 2 to the North Barker Street contract executed on March 19, 2024, between Williamson County and Johnson, Mirmiran & Thompson, Inc. relating to the 2023 Road and Bridge Program.

28. Discuss, consider, and take appropriate action on Supplemental No. 1 to Work Authorization No. 1 to the East Wilco Highway, Segment 6 contract executed March 19, 2024, between Williamson County and Halff Associates, Inc. relating to the 2023 Road Bond Program.

29. Discuss, consider, and take appropriate action on approval of the final plat for the Santa Rita Ranch Phase 7C Section 2 subdivision – Precincts 2 & 3.

REGULAR AGENDA

30. Discuss and take appropriate action to proclaim October 5 - 11, 2025, as National 4-H Week in Williamson County. Hear a short presentation by Williamson County 4-H members.

31. Discuss, consider, and take appropriate action on approving the interim plan for facilities space allocation presented to Commissioners Court on 9/16/2025.

32. Discuss, consider and take appropriate action regarding the engagement of the law firm of Durham, Pittard & Spalding, LLP to represent Williamson County in any appeal from a final judgment in the case of Cause No. 25-0488-C425; Williamson County, Siena Municipal Utility District No. 1, and Siena Municipal Utility District No. 2, v. The Cameron County Housing Finance Corporation or associated proceedings; and exemption of these services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Tex. Loc. Gov't Code § 262.024(a)(4).

33. Discuss, consider, and take appropriate action on authorizing the termination of the Preventative Maintenance Agreement with Schindler Elevator Corporation, to be effective on January 7, 2026, and that appropriate officials take necessary actions to provide notice of such termination of the agreement.

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

Fiscal Impact

From/To	Acct No.	Description	Amount

FROM	0100-0560-005700	Sheriff's Office/Vehicles	$531,429.54
TO	0100-0560-003008	Sheriff's Office/LE Equipment	$89,971.25
TO	0100-0409-000777	Non-Dept./Tsfr to Capital Proj	$441,458.29

35. Discuss, consider, and take appropriate action to approve a 2013 Road Bond Transfer to move the remaining amount of approximately $567,805.81 from P294 (Chandler Road Extension) to P596 (2013 ROW).

36. Discuss, consider, and take appropriate action on approving the allocation of $17,000,000 ($7,000,000 from the General Fund budget and $10,000,000 from the Road & Bridge Budget) for the Transportation Corridor Program as shown in the attached memo.

37. Discuss, consider and take appropriate action on approving a Hardware Maintenance and Software License, Maintenance and Support Services Agreement #2025363 between Williamson County and Election Systems and Software, LLC (ESS) for the period of August 1, 2025, through July 31, 2026, for the new Warranty, License Fees and Firmware License in the amount of $155,772.74 and exempting the purchase from competitive requirements per Texas Local Government Code §262.024(a)(7)(D)[captive replacement parts or components for equipment].

38. Discuss, consider, and take appropriate action on approving a Service Agreement #2025362 between Williamson County and Tyler Technologies, Inc. for the Court Analytics Software, for a total amount of $107,645.00 pursuant to Sourcewell Contract 0606924-TTI.

39. Discuss, consider and take appropriate action on approving Service Agreement #2026-010 with Gartner, Inc. for management consulting services to include Gartner Access for Technical Professionals and IT Leaders in the amount of $150,340.00 for the first year, pursuant to DIR contract to #DIR-CPO-5253, and authorizing execution of the agreement.

40. Discuss, consider and take appropriate action on approving a blanket purchase #2026-037 for fuel from Corpay Technologies Operating Company, LLC d.b.a. Fuelman, in the amount of $380,000.00 pursuant to Omnia National IPA R211101.

41. Discuss, consider and take appropriate action on a Property Use Agreement for Williamson County Sheriff's Office Training between Williamson County and Titan Leander Land Investors, LLC relating to use of property for the Williamson County Sheriff's Office's training exercises.

42. Discuss, consider, and take appropriate action on awarding RFP #25RFP66 Plumbing Services to Coppera, LLC, as the back-up contract in the amount of One Million Dollars ($1,000,000.00), and authorize execution of the agreement.

43. Discuss, consider, and take appropriate action on Amendment No. 1 to the Supplemental Agreement No. 1 to The Agreement for Design & Engineering Services between Williamson County and Levy Dykema being dated May 6, 2025, relating to the Lake Creek Annex project.

44. Discuss, consider, and take appropriate action on Amendment No. 1 to the Agreement for Design & Engineering Services between Williamson County and Levy Dykema being dated May 6, 2025 relating to the Lake Creek Annex project.

45. Discuss, consider, and take appropriate action on awarding IFB #25IFB79 Limestone Rock Asphalt to Vulcan Construction Materials, LLC based on lowest and best bid for a particular location or type of material for Road and Bridge Department with the initial 12-month term of 11/14/2025 - 11/14/2026.

46. Discuss, consider, and take appropriate action on awarding IFB #25IFB79 Limestone Rock Asphalt to Martin Marietta based on lowest and best bid for a particular location or type of material for Road and Bridge Department with the initial 12-month term of 11/14/2025 - 11/14/2026.

47. Discuss, consider, and take appropriate action on awarding #25RFSQ81 Engineering Services for SH 95 Planning to LJA Engineering, Inc., in the maximum amount payable of Nine Hundred Thousand Dollars ($900,000.00), and authorize execution of this agreement, the funding source is Road Bonds P729.

48. Discuss, consider, and take appropriate action on authorizing Renewal #1, Contract #25IFB5 between Nutrien Ag Solutions, Inc. and Williamson County for Herbicides, for the same terms and conditions as the existing contract but with a price increase for the renewal term January 7, 2026, to January 6, 2027.

49. Discuss, consider and take appropriate action on Supplemental Work Authorization No 3 to Work Authorization No 1 under Williamson County Contract between Garver and Williamson County dated March 5, 2024 for Development Review Services. Funding source: 01.0200.0210.004100.

50. Discuss, consider, and take appropriate action to ratify and approve Contract Amendment No. 2 and Supplemental No. 3 to Work Authorization No. 1 to the Ronald Reagan, Segment D2 contract executed March 19, 2024, between Williamson County and American Structurepoint, Inc. relating to the 2023 Road Bond Program.

51. Discuss, consider, and take appropriate action regarding an Antiquities Permit Application to the Texas Historical Commission (THC), required as part of the Due Diligence Environmental Investigation on the Corridor A2, Segment 1 project, a 2023 Road Bond project in Commissioner Precinct 4.

52. Discuss, consider, and take appropriate action regarding an Antiquities Permit Application to the Texas Historical Commission (THC), required as part of the Due Diligence Environmental Investigation on the Corridor A2, Segment 2 project, a 2023 Road Bond project in Commissioner Precinct 4.

53. Discuss, consider, and take appropriate action regarding an Antiquities Permit Application to the Texas Historical Commission (THC), required as part of the Due Diligence Environmental Investigation on the RM 2243 project, a 2019 Road Bond project in Commissioner Precinct 2.

54. Discuss, consider, and take appropriate action on Contract Amendment No. 1 to the On-Call Traffic Engineering Services contract executed on September 17, 2024, between Williamson County and Kimley-Horn and Associates, Inc. relating to the 2023 Road Bond Program.

55. Discuss, consider, and take appropriate action on Work Authorization No. 1 to the SH 95, Segment 2 contract executed October 7, 2025, between Williamson County and LJA Engineering relating to the LTP/Corridor Program.

56. Discuss, consider and take appropriate action on a Rule 11 Settlement Agreement and Agreed Final Judgment with Brandi Ritchie and John Frederick Schimanski Jr. to acquire 0.603 AC needed as right of way on the CR 313 project (Parcel 3).

57. Discuss, consider and take appropriate action on a letter agreement with St. Alphonsa Syro-Malabar Catholic Church, Austin, Texas regarding the conveyance of a waterline easement to approximately 3,903 SF of County-owned property located within the SW Regional Park.

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)."

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

1. Discuss potential acquisition of real property tract(s) as right of way for the RM 2243/Hero Way project.

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

a. Discuss legal matters relating to an Amended & Restated Interlocal Lease Agreement between Williamson County and the City of Georgetown for the lease of the county's property located at 8th Street and MLK Boulevard, Georgetown, Texas

b. Cause No. 22-1213-C425; Williamson County, Texas v. Ritter Botkin Prime Construction Company, Inc. and Argonaut Insurance Company; In the 425th Judicial District Court of Williamson County, Texas

c. Cause No. 23-2566-C480; Williamson County, Texas v. DM Medical Billings, LLC and Dina Mueller; In the 480th Judicial District Court; Williamson County, Texas

d. Cause No. 25-0488-C425; Williamson County, Siena Municipal Utility District No. 1, and Siena Municipal Utility District No. 2 v. The Cameron County Housing Finance Corporation, In the 425th Judicial District of Williamson County, Texas.

60. Deliberate the appointment, evaluation and employment of the Senior Director of the Williamson County Parks & Recreation Department, to include possibly conducting interviews of candidates for such position pursuant to Texas Government Code Section 551.074 - Personnel Matters.

61. Discuss, consider and take appropriate action regarding the tender of an offer of employment, hiring and appointment for the position of Senior Director of the Williamson County Parks & Recreation Department.

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

63. Comments from Commissioners.

64. **Public Comment Period for County Matters that are <u>not</u> 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 1st day of October 2025 at 5:00 P.M. and remained posted for at least three business days before the scheduled date of the meeting.

Commissioners Court - Regular Session **4.**

Meeting Date: 10/07/2025

Line Item Transfer for the County Sheriff, Law Enforcement

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

Department: Sheriff

Agenda Category: Consent

Information

Agenda Item

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

Background

A line item transfer is requested to cover the cost of replacing a K-9 that was retired on August 26, 2025. Point of Contact Commander Gripentrog.

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM:	0100.0560.003104	K9 Division	$15,600.00
TO:	0100.0560.005000	Capital Outlay > $5.000	$15,600.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	09/24/2025 04:16 PM
Budget Office	Saira Hernandez	09/30/2025 03:52 PM
Form Started By: Virginia Johnson		Started On: 09/24/2025 10:41 AM
Final Approval Date: 09/30/2025		

Commissioners Court - Regular Session **5.**

Meeting Date: 10/07/2025

Assets for Transfer

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on acknowledging the Purchasing Department's monthly report of asset dispositions through transfer, pursuant to Texas Local Government Code 263.152, for the period of 09.01.2025 through 09.26.2025.

Background

Please see the attached list for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Asset for Transfer

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	09/29/2025 04:49 PM
Form Started By: Cheryl Johnson		Started On: 09/24/2025 04:35 PM
Final Approval Date: 09/29/2025		

Asset Status Change for Commissioners Court

ID	Lookup Description	Disposal Method:	Approval Status	Workflow Stage	Report Month	Court Date:	Agenda Item:	Created	Created By	Report Type	Purchasing Final Determination	Purchasing Process Completed
134	ITS-Fleet iPads	TRANSFER between county departments	Approved	Review Completed		10/7/2025	38165	8/28/2025 11:03 AM	Sarina Gonzalez	Monthly Report	Internal Department Transfer	Yes
144	13 - conference room chairs	TRANSFER between county departments	Approved	Review Completed		10/7/2025	38165	9/3/2025 9:54 AM	August Alvarado	Monthly Report	Internal Department Transfer	Yes
146	FLEET - 5 iPads - Transfer from ITS to FLEET - Sept 2025	TRANSFER between county departments	Approved	Review Completed		10/7/2025	38165	9/8/2025 3:12 PM	Julie Schultz	Monthly Report	Internal Department Transfer	Yes

Commissioners Court - Regular Session **6.**

Meeting Date: 10/07/2025

Assets for Destruction

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action to acknowledge the Purchasing Department's monthly report of asset dispositions through destruction, pursuant to Texas Local Government Code 263.152, from September 01, 2025, to September 26, 2025.

Background

Please see the attached for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Asset for Destruction

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	09/29/2025 04:49 PM
Form Started By: Cheryl Johnson		Started On: 09/24/2025 04:35 PM
Final Approval Date: 09/29/2025		

Asset Status Change for Commissioners Court

ID	Lookup Description	Disposal Method:	Approval Status	Workflow Stage	Report Month	Court Date:	Agenda Item:	Created	Created By	Report Type	Purchasing Final Determination	Purchasing Process Completed
136	Uniforms	DESTRUCTION due to Public Health/Safety or no apparent value	Approved	Review Completed		10/7/2025	38166	8/28/2025 1:51 PM	Emsud Horozovic	Monthly Report	Destruction	Yes
137	Uniforms	DESTRUCTION due to Public Health/Safety or no apparent value	Approved	Review Completed		10/7/2025	38166	8/28/2025 1:52 PM	Emsud Horozovic	Monthly Report	Destruction	Yes
138	Uniforms	DESTRUCTION due to Public Health/Safety or no apparent value	Approved	Review Completed		10/7/2025	38166	8/28/2025 4:00 PM	Emsud Horozovic	Monthly Report	Destruction	Yes
142	Uniforms	DESTRUCTION due to Public Health/Safety or no apparent value	Approved	Review Completed		10/7/2025	38166	9/2/2025 8:26 AM	Emsud Horozovic	Monthly Report	Destruction	Yes
149	Furniture	DESTRUCTION due to Public Health/Safety or no apparent value	Approved	Review Completed		10/7/2025	38166	9/11/2025 11:46 AM	Dawn Price	Monthly Report	Destruction	Yes

Commissioners Court - Regular Session **7.**

Meeting Date: 10/07/2025

Assests for Auction

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on acknowledging the purchasing department's monthly report of asset disposition through auction, pursuant to Texas Local Government Code 263-152, for the period of September 01, 2025, through September 26, 2025.

Background

Please see the attachment.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Asset for Auction

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	09/29/2025 04:50 PM
Form Started By: Cheryl Johnson		Started On: 09/24/2025 04:37 PM
Final Approval Date: 09/29/2025		

Asset Status Change for Commissioners Court

ID	Lookup Description	Disposal Method:	Approval Status	Workflow Stage	Report Month	Court Date:	Agenda Item:	Created	Created By	Report Type	Purchasing Final Determination	Purchasing Process Completed
131	ITS Aug 2025 Auction	SALE at the earliest auction	Approved	Review Completed		10/7/2025	38167	8/26/2025 3:10 PM	Sarina Gonzalez	Monthly Report	Auction	Yes
132	File Cabinets	SALE at the earliest auction	Approved	Review Completed		10/7/2025	38167	8/28/2025 10:12 AM	Vicky Edwards	Monthly Report	Auction	Yes
133	Lateral File Cabinet	SALE at the earliest auction	Approved	Review Completed		10/7/2025	38167	8/28/2025 10:34 AM	Vicky Edwards	Monthly Report	Auction	Yes
135	Desks	SALE at the earliest auction	Approved	Review Completed		10/7/2025	38167	8/28/2025 11:12 AM	Stephanie Lloyd	Monthly Report	Auction	Yes
139	Monitors 24 inch	SALE at the earliest auction	Approved	Review Completed		10/7/2025	38167	9/1/2025 9:55 AM	Jeff Spencer	Monthly Report	Auction	Yes
140	Monitors/ Docking Stations	SALE at the earliest auction	Approved	Review Completed		10/7/2025	38167	9/1/2025 2:34 PM	Jeff Spencer	Monthly Report	Auction	Yes
141	34" Monitors	SALE at the earliest auction	Approved	Review Completed		10/7/2025	38167	9/1/2025 4:08 PM	Jeff Spencer	Monthly Report	Auction	Yes
143	Refrigerator	SALE at the earliest auction	Approved	Review Completed		10/7/2025	38167	9/2/2025 5:02 PM	Emsud Horozovic	Monthly Report	Auction	Yes
145	Office furniture	SALE at the earliest auction	Approved	Review Completed		10/7/2025	38167	9/3/2025 9:58 AM	August Alvarado	Monthly Report	Auction	Yes
148	Poster printer	SALE at the earliest auction	Approved	Review Completed		10/7/2025	38167	9/11/2025 10:17 AM	Stephanie Lloyd	Monthly Report	Auction	Yes

150	Tablets	SALE at the earliest auction	Approved	Review Completed		10/7/2025	38167	9/15/2025 8:07 AM	Gina Wrehsnig	Monthly Report	Auction	Yes
151	Refrigerator and printer	SALE at the earliest auction	Approved	Review Completed		10/7/2025	38167	9/16/2025 4:18 PM	Stephanie Lloyd	Monthly Report	Auction	Yes

ID	Lookup Description	Disposal Method:	Approval Status	Workflow Stage	Report Month	Court Date:	Agenda Item:	Created	Created By	Report Type	Purchasing Final Determination	Purchasing Process Completed
152	2 Drawer Cabinets, Mobile Filing Cabinet	SALE at the earliest auction	Approved	Review Completed		10/7/2025	38167	9/18/2025 8:37 AM	Terry Endicott	Monthly Report	Auction	Yes
153	Vehicle Cargo Box	SALE at the earliest auction	Approved	Review Completed		10/7/2025	38167	9/18/2025 8:53 AM	Patrick Youngren	Monthly Report	Auction	Yes
154	Money Counters, File Folders, non working headsets, non working docking stations, non working keyboards,	SALE at the earliest auction	Approved	Review Completed		10/7/2025	38167	9/18/2025 1:27 PM	Tammy Hudson	Monthly Report	Auction	Yes
155	Obsolete iPads & network tester	SALE at the earliest auction	Approved	Review Completed		10/7/2025	38167	9/19/2025 11:02 AM	Sarina Gonzalez	Monthly Report	Auction	Yes
156	Monitor	SALE at the earliest auction	Approved	Review Completed		10/7/2025	38167	9/19/2025 11:36 AM	Mary Johnson	Monthly Report	Auction	Yes

Commissioners Court - Regular Session **8.**

Meeting Date: 10/07/2025

TCDRS Employer Contribution

Submitted For: Allen Frederick **Submitted By:** Kayla Marek, Human Resources

Department: Human Resources

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action and note in the official minutes the adoption of an employer contribution rate of 15.00% to Texas County & District Retirement System (TCDRS) for Plan Year 2026.

Background

This rate was included in the approved budget calculations for Fiscal Year 26.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Plan Year 2026 agreement

Form Review

Inbox	Reviewed By	Date
Human Resources (Originator)	Allen Frederick	09/26/2025 03:23 PM
County Judge Exec Asst.	Andrea Schiele	09/26/2025 03:58 PM
Form Started By: Kayla Marek		Started On: 09/19/2025 11:20 AM
Final Approval Date: 09/26/2025		

Plan Agreement for Plan Year 2026
Williamson County – 345
Effective as of Jan. 1, 2026

Basic Plan Options	
Employee Deposit Rate:	7%
Employer Matching:	250%
Prior Service Credit:	175%

Retirement Eligibility	
At 60 (Vesting)	8 years of service
Rule of	75 years total age + service
At Any Age	30 years of service

Optional Benefits	
Partial Lump-sum Payment at Retirement:	No
Group Term Life:	None

Retirement Plan Funding	
Elected Rate:	15.00%

Total Contribution Rate	
Retirement Plan Rate:	15.00%
Group Term Life Rate:	N/A
Total Contribution Rate:	15.00%

Certification

I certify that the plan agreement for the participation of Williamson County in TCDRS for the 2026 plan year truly and accurately reflects the official action taken during properly posted and noticed meeting on _____ (mm/dd/yy) by the Commissioners Court and such action is recorded in the official minutes.

County Judge's Printed Name: _____

County Judge's Signature: _____ Date: _____

TCDRS ★ Barton Oaks Plaza IV. Ste. 500 ★ 901 S. MoPac Expy. ★ Austin, TX 78746 ★ 800-651-3848 ★ Fax: 512-328-8887 ★ www.tcdrs.org

Commissioners Court - Regular Session **9.**

Meeting Date: 10/07/2025

Approval of Service Contract #2026-023 for Consulting Actuary Services GASB Review with Milliman, Inc. for Benefits 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 approving the Service Contract# 2026-023 for Consulting Actuary Services - GASB Review between Williamson County and Milliman, Inc. to provide consulting actuary services in the not-to-exceed amount of $23,000.00 for "On-Cycle" year FY26 and the not-to-exceed amount of $5,000.00 for "Off-Cycle", exempting the purchase from the competitive bidding requirements for the service established by Section 262.024 (a)(4) [a personal service] of the Texas Local Government Code Discretionary Exemptions and authorizing execution of the agreement.

Background

This agreement is for the continuation of service for the consulting actuary. Milliman, Inc. is an outside auditing company that provides consulting for Government Accounting Standards Board (GASB) 75 which provides standards for accounting and financial reporting for Other Post Employment Benefits other than pensions (OPEB) that state and local governments provide to their retired employees. These benefits primarily involve health care benefits, but may include life insurance, disability. The Auditor's office is required to provide this GASB 75 Report for the separate external auditors that review their financials. Milliman, Inc. is utilized by the Texas County & District Retirement System (TCDRS) to prepare a similar report regarding the liability for the County regarding the retirement payouts. Hence, they have all the demographics of our retirees and employee group, which creates efficiency in hiring this firm. This Contract shall continue through September 30, 2026, and will automatically renew for two (2) additional one-year terms for FY27 and FY28. Both Contract Audit and General Counsel have approved Origination# 3579. The funding source is 01.0885.0886.004181 for FY26 and the department point of contact is Shelley Loughrey.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Service Contract

Form 1295

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	09/29/2025 08:17 PM
Form Started By: Fernando Ramirez		Started On: 09/22/2025 08:18 AM
Final Approval Date: 09/29/2025		

THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §

SERVICES CONTRACT FOR CONSULTING ACTUARY (Milliman, Inc.)

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 **Milliman, Inc.** with offices at 333 Clay St., Ste. 4330, Houston, TX 77002, (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 it is not an employee of The County. The services include but are not limited to actuary consulting Services.

II.

Effective Date and Term: This contract shall be in full force and effect when signed by all parties and shall continue through September 30, 2026. Unless terminated by either party pursuant to paragraph X below, the contract will automatically renew for up to two additional one-year terms for fiscal year 2027 and fiscal year 2028. After fiscal year 2028, the contract must be revisited by The County's governing body.

III.

Consideration and Compensation: Service Provider will be compensated based on a fixed sum for the specific project herein. **The not-to-exceed amount for "on-cycle" valuations under this agreement** is **$23,000.00. The not-to-exceed amount for "off-cycle" roll forward valuations under this agreement is $5,000.00. Renewals of these amounts may not exceed 5% increase from the previous year, unless amended by a change order and approved 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 performance of the service under the contract is completed; or (2) 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 licensed to do business in the State of Texas as admitted or surplus lines carriers and rated A- or better by A.M. Best Company or otherwise acceptable to The County. Service Provider's Comprehensive General Liability policies shall name The County as an additional insured.

Type of Coverage	**Limits of Liability**
a. Workers' 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 OCCURRENCE
Comprehensive General Liability *(including premises, completed operations and contractual)*	$500,000
Aggregate policy limits:	$1,000,000

Service Provider, as an independent contractor, meets the qualifications of an "Independent Contractor" under Texas Workers' Compensation Act, Texas Labor Code, Section 406.141, and must provide its employees, agents and sub-subcontractors workers' compensation coverage. Service Provider shall not be entitled to workers' 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 and 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.

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 itself 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, AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES")AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' NEGLIGENCE) FOR ANY CLAIM OR ACTION BROUGHT AGAINST THE INDEMNITEES BY ANY THIRD PARTY TO THE EXTENT ARISING OUT OF OR RESULTING FROM 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. 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, AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEYS' FEES, FOR ANY CLAIM OR ACTION BROUGHT AGAINST THE INDEMNITEES BY ANY THIRD PARTY TO THE EXTENT ARISING OUT OF OR RESULTING FROM THE GROSS NEGLIGENCE, INTENTIONAL FRAUD, OR WILLFUL MISCONDUCT IN THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN BY SERVICE PROVIDER OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM

OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE.

INDEMNIFICATION - PROCEDURES: THE COUNTY AGREES THAT IT WILL PROMPTLY NOTIFY AND TENDER THE DEFENSE TO SERVICE PROVIDER OF ANY INDEMNIFIED CLAIM, PROVIDED THAT THE COUNTY'S FAILURE TO PROVIDE PROMPT NOTICE SHALL NOT RELIEVE SERVICE PROVIDER FROM LIABILITY HEREIN EXCEPT TO THE EXTENT SERVICE PROVIDER IS PREJUDICED BY SUCH FAILURE, AND SERVICE PROVIDER SHALL, AT ITS SOLE EXPENSE, DEFEND, AND AT ITS SOLE DISCRETION, SETTLE ANY SUCH INDEMNIFIABLE CLAIM, PROVIDED THAT, SERVICE PROVIDER SHALL OBTAIN THE COUNTY'S CONSENT IN THE EVENT OF ANY SETTLEMENT, WHICH CONSENT SHALL NOT BE UNREASONABLY WITHHELD. THE COUNTY MAY PARTICIPATE IN THE DEFENSE OF ANY INDEMNIFIED CLAIM AT ITS OWN EXPENSE.

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 seven (7) days written notice thereof. In the event of termination, The County will only be liable for its pro rata share of services rendered and goods actually received.

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 a mutually acceptable authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine 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 and examinations; provided, however, that: (i) The County and Service Provider shall mutually agree in advance upon the scope, timing and location of such an audit or examination; and (ii) The County shall protect the confidentiality of all confidential and proprietary information of Service Provider to which The County has access during the course of such and audit or examination. 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 it will not use any incidental confidential information that may be obtained while working in a governmental setting for its own benefit, and agrees that it will not enter any unauthorized areas or access confidential information and it will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

XV.

No Assignment: Neither The County nor Service Provider may assign this Contract without the other parties prior written consent. Any attempted assignment without such consent shall be null and void.

XVI.

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.

XVII.

Limitation of Liability: To the extent authorized under Texas law, Service Provider will perform all services in accordance with applicable professional standards. In the event of any claim(s) arising from services provided by Service Provider at any time, the total liability of Service Provider, its officers, directors, agents and employees to The County shall not exceed, in the aggregate, five million dollars ($5,000,000). This limit applies regardless of the theory of law under which a claim is brought, including negligence, tort, contract, or otherwise. In no event shall Service Provider be liable for lost profits of The County or any other type of incidental or consequential damages. The foregoing limitations shall not apply in the event of the gross

negligence, intentional fraud, or willful misconduct of Service Provider.

XVIII.

Third Party Distribution: Service Provider's work is prepared solely for the use and benefit of The County in accordance with its statutory and regulatory requirements. Service Provider recognizes that materials it delivers to The County may be public records subject to disclosure to third parties, however, Service Provider does not intend to benefit and assumes no duty or liability to any third parties who receive Service Provider's work and may include disclaimer language on its work so stating. The County agrees not to remove any such disclaimer language from Service Provider's work. To the extent that Service Provider's work is not subject to disclosure under applicable public records laws, The County agrees that it shall not disclose Service Provider's work to third parties without Service Provider's prior written consent; provided, however, that The County may distribute Service Provider's work to (i) its professional service providers who are subject to a duty of confidentiality and who agree to not use Service Provider's work for any purpose other than to provide services to The County, or (ii) any applicable regulatory or governmental agency, as required.

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

WILLIAMSON COUNTY:	**SERVICE PROVIDER:**
_____	LF Kartchner _____
Authorized Signature	Authorized Signature
_____	Les Kartchner
Printed Name	Printed Name
_____	August 5, 2025
Date:	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:
2025-1365987

Date Filed:
09/19/2025

Date Acknowledged:
09/22/2025

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

Milliman, Inc.
South Jordan, UT 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.

2026-023
Consulting Actuary Contract - GASB Review

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

Certificate Number:
2025-1365987

Date Filed:
09/19/2025

Date Acknowledged:

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

Milliman, Inc.
South Jordan, UT 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.

2026-023
Consulting Actuary Contract - GASB Review

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 ___Les Kartchner_____, and my date of birth is [redacted].

My address is [redacted], [redacted] ___UT__, 84009 _____, USA_____.
(city) (state) (zip code) (country)

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

Executed in _____Salt Lake _____County, State of _Utah_____, on the 19th day of September, 2025___.
(month) (year)

LF Kartchner

Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **10.**

Meeting Date: 10/07/2025

Deputy Appointment Constable 1

Submitted By: Patrick Youngren, Constable Pct. #1

Department: Constable Pct. #1

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on the appointment of Ausencio Trejo as Deputy Constable for Constable Precinct 1 pursuant to Texas Local Government Code 86.011.

Background

Ausencio Trejo has been selected to fill the open position of Deputy Constable Precinct 1 after having completed an extensive background investigation. Prior to accepting the position at Pct. 1, Trejo has been a Police Officer with the Round Rock Independent School District Police Department. He is an Advanced Peace officer and resident of Leander.

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	09/24/2025 04:17 PM
Form Started By: Patrick Youngren		Started On: 09/24/2025 11:46 AM
Final Approval Date: 09/24/2025		

Commissioners Court - Regular Session **11.**

Meeting Date: 10/07/2025

Appointment of Deputy Constable for Precinct 2

Submitted For: Jeff Anderson **Submitted By:** James Thomas, Constable Pct. #2

Department: Constable Pct. #2

Agenda Category: Consent

Information

Agenda Item

Consider and take appropriate action on the appointment of David R Hogate as Deputy Constable to fill the new position in the Precinct 2 Constables office.

Background

Constable Anderson is appointing David R. Hogate to the new position of Deputy Constable in the Precinct 2 Constables office. David Hogate has been a resident of Williamson County for over 10 years. He recently retired from the Travis County Sheriffs department after 21 1/2 years of service, beginning in 2004. David has completed all background checks for employment at the Precinct 2 Constables office.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	09/26/2025 08:55 AM
Form Started By: James Thomas		Started On: 09/25/2025 10:02 AM
Final Approval Date: 09/26/2025		

Commissioners Court - Regular Session **12.**

Meeting Date: 10/07/2025

DAFgiving360 Grant for WCRAS

Submitted By: Misty Valenta, Animal Services

Department: Animal Services

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a request for the Williamson County Regional Animal Shelter to accept a grant from DAFgiving360.

Background

A DAFgiving360 donor has recommended a donation to Williamson County Regional Animal Shelter in the amount of $6,019.36 for most urgent needs.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

DAFgiving360

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	09/29/2025 04:48 PM
Form Started By: Misty Valenta		Started On: 09/29/2025 01:43 PM
Final Approval Date: 09/29/2025		

Grant Eligibility Application for Government Entities

DAFgiving360

Congratulations! You are receiving this form because one of our donors has recommended a grant to your organization. However, to process this grant recommendation, we need to update some information. Please respond within two business days of receipt of this form. If you cannot, or if you have questions or need assistance, please contact the Giving Specialist noted below.

We appreciate your help in completing this form and supplying any requested documentation.

Questions or need assistance?

Giving Specialist: _____

Email: _____

Phone: 1-800-746-6216 **ext.** _____

Please reference Grant ID: _____

Charity ID: _____

1. Organization Information

Organization Legal Name | **Federal Employer Identification Number (FEIN)**

Other names by which donors can search for your organization

2. Contact Information

Physical Address of Business Office *(P.O. box not acceptable)*

City | **State or Province** | **Zip or Postal Code**

Grant Mailing Address *(if different from above)*

City | **State or Province** | **Zip or Postal Code**

Primary Telephone | **Contact Email Address**

Web Address

3. Responses Required

A. Return this application with a copy of any letter from the Internal Revenue Service describing your organization's status for federal tax purposes.

B. Is your organization any of the following? (*Check all that apply.*)

- ☐ State government (including the District of Columbia, Puerto Rico, the Virgin Islands, and interstate instrumentalities)
- ☐ Local government and subdivisions
- ☐ Indian tribal governments
- ☐ Instrumentalities

C. Does your organization have any of the following governmental powers? (*Check all that apply.*)

- ☐ The power to levy any tax
- ☐ The power of eminent domain
- ☐ Police power over any area

For any checked boxes, please provide a supporting statement or documentation.

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AEM11584218 (0225-VSER) MKT94445-06 (02/25)

D. If your organization was formed pursuant to a statute or a constitutional provision, provide a copy of such statute or provision.

E. Provide copies of your organization's founding documents (e.g., charter or other evidence of incorporation, joint powers agreement, or any other document that created or governs the entity).

4. Certification (Please read, complete, and sign this section.)

A tax-exempt organization will jeopardize its exemption if it ceases to be operated exclusively for exempt purposes. An organization will be operated exclusively for exempt purposes only if it engages primarily in activities that accomplish the exempt purposes specified in Internal Revenue Code Section 501(c)(3). An organization will not be so regarded if more than an insubstantial part of its activities does not further an exempt purpose. A tax-exempt organization:

- must absolutely refrain from participating in the **political campaigns** of candidates for local, state, or federal office
- must restrict its **lobbying activities** to an insubstantial part of its total activities
- must ensure that its earnings do not **inure** to the benefit of any private shareholder or individual; In addition to loss of the organization's tax-exempt status, activities constituting inurement may result in the imposition of **penalty excise taxes** on individuals benefiting from excess benefit transactions.
- must not operate for the **benefit of private interests** such as those of its founder, the founder's family, its shareholders, or persons controlled by such interests
- must not operate for the primary purpose of conducting a trade or business that is not related to its exempt purpose, such as a school's operation of a factory
- may not provide **commercial-type insurance** as a substantial part of its activities
- may not have purposes or activities that are **illegal** or violate fundamental public policy
- must satisfy **annual filing requirements**

A tax-exempt organization that does not file a required annual return or notice for three consecutive years **automatically loses** its tax-exempt status.

By completing and returning this Grant Eligibility Application, I certify that:

- This organization is a governmental entity as described in Section 170(c)(1) of the Internal Revenue Code and that I am not aware of any revocation or challenge to the organization's tax-exempt status.
- The organization acknowledges that the grant funds from DAFgiving360™ will be used solely for public purposes as that term is used in Section 170(c)(1) of the Internal Revenue Code.
- No donor or related individual or entity will receive any quid pro quo or other benefit as a result of grants from DAFgiving360.
- The information contained in this application is correct, complete, and accurate.

✘ _____ _____

Signature (Please sign in blue or black ink.) **Today's Date** *(mm/dd/yyyy)*

_____ _____

Print Name **Title**

5. Delivery Instructions

Completion and return of this form does not guarantee your organization will receive a grant from DAFgiving360.

STOP! For faster processing, please be sure to deliver any requested documentation with this form.

- **Email:** **Recommended** for fastest processing, scan all pages of this form and attach in an email to the Giving Specialist identified at the beginning of this form.
- **Fax:** 1-877-535-3852
- **Mail:** DAFgiving360, P.O. Box 2430, Omaha, NE 68103

DAFgiving360™ is the name used for the combined programs and services of Donor Advised Charitable Giving, Inc., an independent nonprofit organization which has entered into service agreements with certain subsidiaries of The Charles Schwab Corporation. DAFgiving360 is a tax-exempt public charity as described in Sections 501(c)(3), 509(a)(1), and 170(b)(1)(A)(vi) of the Internal Revenue Code.

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AEM11584218 (0225-VSER) MKT94445-06 (02/25)

Commissioners Court - Regular Session **13.**

Meeting Date: 10/07/2025

Participation in Regional Habitat Conservation Plan for Road Bond Project RM2243 1A

Submitted By: Josh Renner, Parks

Department: Parks

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on participation in the Williamson County Road Bond Program under the County's Habitat Conservation Plan (HCP) for improvements to Ranch to Market Road 2243 (Leander Road) Phase 1A, Williamson County, Texas.

Background

The Leander Road project area is a 7.8-mile-long linear corridor southwest of the City of Georgetown, extending east from US Highway (US) 183A to Southwest Bypass. The project has been broken into phases. Phase 1A consists of the western project area segment and is the only portion of the project currently seeking incidental coverage via participation in the Habitat Conservation Plan (HCP). Karst and other species impacts will be covered under Endangered Species Act section 7 consultation 2024-0020457; participation in the HCP will provide mitigation for impacts to the Golden-cheeked warbler (GCWA). The original biological opinion rendered under consultation 2024-0020457 indicated the need for mitigation impacts to 2.0 acres of direct and 21.7 acres of indirect impacts to GCWA habitat. The project footprint was altered following the conclusion of the consultation and therefore underwent reinitiation. The new project footprint indicated the need for additional mitigation for 4.4 acres of direct impacts and -0.5 acres of indirect impacts to GCWA habitat. This agreement accommodates the request of the 2024 Conference and Biological Opinion. (attached)

Staff recommends the authorization of the County Judge (or designee) to acknowledge/sign the Determination Letter and Participation Agreement (attached) to enroll the project under the Williamson County Regional Habitat Conservation Plan WCCF File #20250909 and to sign any related documents as may be required.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Determination Letter

Biological Opinion

Participation Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	09/29/2025 09:26 AM
Form Started By: Josh Renner		Started On: 09/26/2025 04:36 PM
Final Approval Date: 09/29/2025		

WILLIAMSON COUNTY CONSERVATION FOUNDATION

Board of Directors

Pct. 3 Commissioner
Valerie Covey
Board President
Williamson County, TX

Pct. 2 Commissioner
Cynthia Long
Board Vice-president
Williamson County, TX

Brent A. Baker
Round Rock, TX

Paul Barron
Cedar Park, TX

Allen Bowersox
Georgetown, TX

Ben Thompson
Hutto, TX

Josh Schroeder
Georgetown, TX

Joshua D. Renner
Secretary
Env. Program Director

September 26, 2025

Williamson County Road Bond Program
c/o The Honorable Steven Snell, County Judge
710 Main Street, Suite 101
Georgetown, TX 78626

Re: The Leander Road Phase 1A project area, a 7.8-mile-long linear corridor (project area) southwest of the City of Georgetown, extending east from US Highway (US) 183A to Southwest Bypass. Phase 1A consists of the western project area, a 3.3-mile segment. (Figure 1)

Dear Judge Snell,

Thank you for your participation in the Williamson County Regional Habitat Conservation Plan (RHCP). The following determination of fees relates to the referenced project area as a condition of participation under the Plan. A review of the application and supporting documents has been conducted in accordance with the RHCP. Accordingly, the Williamson County Conservation Foundation (WCCF) makes the following determination as to this application:

1. The fee for participation under the RHCP for the referenced project will be $62,250.00 (Sixty-Two Thousand Two Hundred Fifty and No Hundredths Dollars) representing the approximate additional 4.4 acres of direct impacts to Golden-cheeked warbler habitat assessed at $15,000/acre and -0.50 acres of indirect impacts to Golden-cheeked warbler habitat assessed at $7,500/acre from the original enrollment (Figure 1). Other impacts to listed species are covered by the incidental take statement issued under reinitiated consultation with the US Fish & Wildlife Service under project 2024-0020457.

2. A Participation Agreement based on the terms outlined in this letter and following the Williamson County Regional Habitat Conservation Plan will be delivered to you for execution upon receipt of the participation fee.

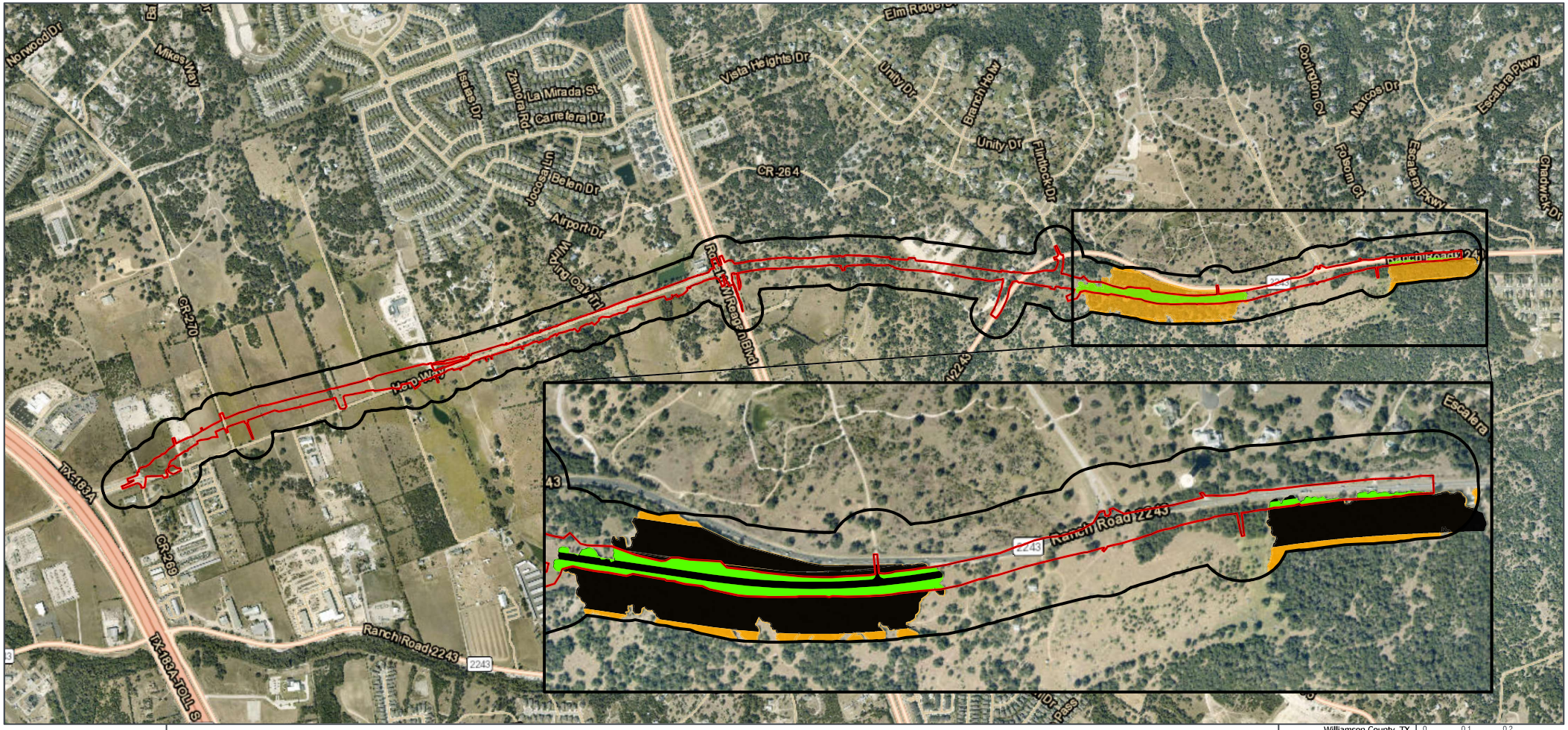
Should you have any questions about this letter, or questions concerning participation under the Williamson County Habitat Conservation Plan, please contact the WCCF.

Williamson County
Conservation Foundation
219 Perry Mayfield
Leander, TX 78641
512/943-1921

Sincerely,

Joshua D. Renner
Environmental Program Director
Williamson County Conservation Foundation

**~~~



RM 2243 183A TO SW BYPASS

Aerial Map

- 250-ft Buffer
- Phase 1A Grading Footprint
- SWCA-delineated Golden-cheeked Warbler Habitat Direct Impact
- SWCA-delineated Golden-cheeked Warbler Habitat Indirect Imapct
- Previously Enrolled

Williamson County, TX
USGS 7.5' Quadrangle:
Leander, TX, 30097-E7
Round Rock, TX, 30097-E6
NAD 1983 UTM Zone 14N
30.5919°N 97.8107°W

Base Map: ESRI ArcGIS Online, accessed September 2025
Updated: 9/5/2025
Project No. 61197
Layout: 61197 BA_all Delineated GCWA Habitat11x17
Aprx: 80902_rm2243Mitigation

0 0.1 0.2 Miles
0 0.1 0.2 Kilometers

N

1:16,000

SWCA
ENVIRONMENTAL CONSULTANTS

United States Department of the Interior

FISH AND WILDLIFE SERVICE
1505 Ferguson Ln,
Austin TX, 78754

September 4, 2025

In reply refer to:
2024-0020457

Ms. Clover Clamons
Natural Resource Management Section Director
Environmental Affairs Division
Texas Department of Transportation
Environmental Affairs Division
125 East 11th Street
Austin, TX 78701-2483

Subject: RM 2243, CSJ: 2103-01-038, Williamson County, Texas; Amendment to 2024 Conference and Biological Opinion

Dear Ms. Clamons:

This amends the December 12, 2024, Conference and Biological Opinion (CBO) to improve Hero Way and a section of Ranch to Market Road (RM) 2243 for 7.7 miles (mi) between Highway 183A near Leander to Southwest Bypass near Georgetown in Williamson County, Texas. On August 21, 2025, the U. S. Fish and Wildlife Service (Service) received a request for reinitiation of formal consultation from the Texas Department of Transportation (TxDOT) for Phase 1A due to changed construction locations that were not considered in the CBO. This amendment concerns effects to the golden-cheeked warbler (*Setophaga chrysoparia*) pursuant to section 7(a)(2) of the Endangered Species Act of 1973, as amended (16 U.S.C. 1531 et seq.; Act). We reinitiated consultation on August 29, 2025.

Section 7 of the Act requires that all Federal agencies consult with the Service to ensure actions authorized, funded, or carried out by such agencies are not likely to jeopardize the continued existence of any threatened or endangered species, or adversely modify or destroy critical habitat of such species. The Federal Highway Administration (FHWA) assigned responsibility for compliance with the National Environmental Policy Act and all Federal resources agency consultations, including section 7 formal consultations, to TxDOT in a Memorandum of Understanding (MOU) dated July 17, 2025. This project is partially funded by the FHWA and therefore constitutes a Federal action with which TxDOT has section 7 authority as designated by the MOU.

This CBO amendment is based on information in the December 2024 CBO, email, site visits, and other sources of information. A complete administrative record of this consultation is on file at the Austin Ecological Services Office.

CONSULTATION HISTORY

December 12, 2024 Service delivered a CBO to TxDOT.

August 21, 2025 TxDOT requested reinitiation to construct Phase 1A on new alignment.

Description of the Proposed Activity

Plans are to realign and widen RM 2243, a rural undivided highway, in phases to make a divided controlled access freeway with two lanes and a frontage road in either direction. The project will extend along Hero Way for approximately 1.6 mi (between 183A and Ronald Reagan Boulevard), continue for approximately 0.7 mi on new alignment crossing RM 2243, and continuing south for about 0.5 mi. The project alignment connects with RM 2243 approximately 1.2 mi east of Ronald Reagan Boulevard and along RM 2243 for approximately 5.0 mi, to SW Bypass.

Phase 1A plans included constructing 3.9 mi of westbound frontage road along Hero Way from the 183A northbound frontage road east to Ronald Reagan Boulevard. The proposed Phase 1A alignment was to follow the westbound frontage road to a point east of the Garey Park entrance and tie into the existing RM 2243 roadway. The footprint of the proposed Phase 1A alignment was approximately 19.1 acres (ac). Construction of Phase 1A has not begun and is scheduled for the last quarter of 2025 or the first quarter of 2026 and will last about 9 months. This reinitiation considers a new alignment for Phase 1A road construction north of and parallel to Hero Way, and accounts for a wider footprint. The new alignment is in Karst Zone 4b and mostly oak (*Quercus* sp.) and juniper (*Juniperus asheii*) woodlands and savanna grasslands. The new Phase 1A footprint will be wider than previous plans to include grading outside of paved areas. In total, 1A will now encompass 55.1 ac, removing 6.4 ac of golden-cheeked warbler habitat and 21.2 ac of potential golden-cheeked warbler habitat within 250 feet (ft) of project limits. Compared to the 2024 CBO, 4.4 additional ac of habitat removal are anticipated and impacts within 250 ft of project imits are 0.5 ac less than was considered in the CBO. See Table 1 below for impact differences between the 2024 CBO and this amendment.

Table 1. Changes to Golden-cheeked Warbler Impacts

	Acres in Project Area	Acres within 250 Feet
CBO ImpactCalculation	2.0	21.7
Updated Project Footprint	6.4	21.2
Difference	**4.4**	**-0.5**

TxDOT does not anticipate any additional effects will occur to listed species in this location because effects would be similar to those already analyzed.

CONSERVATION MEASURES

TxDOT has committed to implement best management practices and conservation measures (CMs) listed in the 2024 CBO and those apply to the amended project as well. TxDOT and Williamson County will also implement a voluntary credit purchase for additional golden cheeked-warbler habitat to be impacted by the project changes.

The Action Area remains the same as in the 2024 CBO. The Status of the Species is also the same.

The Environmental Baseline in the Action Area and for the species remains essentially the same as the 2024 CBO.

EFFECTS OF THE ACTION

Only the surface footprint of the road has changed slightly and there are no changes to other listed species habitat considered in the 2024 CBO. The project is not expected to affect recovery of the warbler because while the proposed activities may result in effects to golden-cheeked warbler, we expect these effects will be limited to habitat impacts described in the 2024 CBO that are reasonably certain to occur. These effects continue to be localized, and we do not anticipate the Action would appreciably reduce the likelihood of both the survival and recovery of this species and we do not anticipate range-wide impacts from the proposed action.

The proposed project's Cumulative Effects remain the same as the 2024 CBO.

CONCLUSION

After reviewing the current status of the golden-cheeked warbler, the environmental baseline for the action area; the effects of the proposed action; and the cumulative effects, it is our biological opinion that the action, as proposed, is not likely to jeopardize the continued existence of the species because:

Effects to the warbler addressed in this amendment will be localized and the project is not expected to negatively affect recovery of the golden-cheeked warbler, and

TxDOT will minimize, to the maximum extent practicable, adverse effects from authorized activities through the implementation of conservation measures during and after construction.

The conclusions of this CBO amendment are based on full implementation of the project as described in the 2024 CBO and changes and conservation measures described in the August 21, 2025 letter from TxDOT requesting reinitiation.

AMENDED INCIDENTAL TAKE STATEMENT

Section 9 of the Act and Federal regulations pursuant to section 4(d) of the Act prohibit the take of endangered and threatened species, respectively, without special exemption. “Take” is defined as to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture or collect, or to attempt to engage in any such conduct. “Harm” is further defined (50 CFR § 17.3) to include significant habitat modification or degradation that results in death or injury to listed species by significantly impairing essential behavioral patterns, including breeding, feeding, or sheltering. “Harass” is defined (50 CFR § 17.3) as intentional or negligent actions that create the likelihood of injury to listed species to such an extent as to significantly disrupt normal behavior patterns which include, but are not limited to, breeding, feeding, or sheltering. “Incidental take” is defined as take that is incidental to, and not the purpose of, the carrying out of an otherwise lawful activity. Under the terms of section 7(b)(4) and section 7(o)(2), taking that is incidental to and not intended as part of the agency action is not considered to be prohibited taking under the Act provided that such taking follows the terms and conditions of this Incidental Take Statement.

The measures described below are non-discretionary, and must be undertaken by TxDOT as appropriate, for the exemption in section 7(o)(2) to apply. There is a continuing duty by TxDOT to regulate the activity covered by this incidental take statement. If TxDOT (1) fails to assume and implement the terms and conditions or (2) fails to adhere to the terms and conditions of the incidental take statement through enforceable terms that are added to the permit or grant document, the protective coverage of section 7(o)(2) may lapse. To monitor the impact of incidental take, TxDOT must report the progress of the action and its impact on the species as specified in the incidental take statement [50 CFR §402.14(i)(3)].

Amount or Extent of Anticipated Take

Because quantifying take of individual warblers is difficult, the CBO amendment evaluates habitat affected as a surrogate for the level of incidental take. The following amounts of incidental take in the form of harm (lethal and sublethal effects) are reasonably certain to occur from the new action for Phase 1A:

> 6.4 ac of golden-cheeked warbler habitat will be removed, an increase of 4.4 ac more than authorized in the previous CBO. Additionally, 21.2 ac of habitat within 250 ft of the project is anticipated to be removed which is 0.5 ac less than the 21.7 ac previously calculated for the 2024 CBO.

Amount or Effect of the Take

In the 2024 CBO and in this amendment, we determined that the level of anticipated take is not likely to jeopardize the continued existence of the golden-cheeked warbler based on the anticipated effects of the proposed action described in the Effects of the Action section. Although we anticipate some incidental take will occur where the activities intersect the subject

species, the implementation of the conservation measures proposed should ultimately result in avoidance and minimization of adverse effects.

EFFECT OF THE TAKE

In the previous CBO and this amendment, we determined that the level of anticipated take is not likely to jeopardize the continued existence of the golden-cheeked warbler based on the anticipated effects of the proposed action. Although we anticipate some incidental take will occur where construction activities intersect the subject species, the implementation of the conservation measures from the 2024 CBO extended to this project and the measures in the 2025 request for reinitiation should result in avoidance and minimization of adverse effects.

The Reasonable and Prudent Measure and Terms and Conditions remain the same as in the 2024 CBO. The Conference Report, Disposition of Dead or Injured Species, and Conservation Recommendations sections also remain the same as in the 2024 CBO.

This concludes reinitiation of formal consultation on the proposed expansion of RM 2243. As provided in 50 CFR §402.16, reinitiation of consultation is required where discretionary Federal agency involvement or control over the action has been retained (or is authorized by law) and if: (1) the amount or extent of incidental take is exceeded; (2) new information reveals effects of the agency action that may affect listed species or critical habitat in a manner or to an extent not considered in this BO amendment; (3) the agency action is subsequently modified in a manner that causes an effect to the listed species or critical habitat not considered in this BO amendment or written concurrence; or (4) a new species is listed or critical habitat designated that may be affected by the action. In instances where the amount or extent of incidental take is exceeded, any operations causing such take must cease pending reinitiation.

Please refer to the consultation number, 2024-0020457, in future correspondence concerning this project. Should you require further assistance or if you have any questions, please contact Dawn Gardiner at dawn_gardiner@fws.gov.

Sincerely,

Michael Warriner
Acting Project Leader
Austin Ecological Services Field Office

cc: Andrea Montalvo, TxDOT Environmental Affairs Division
Lauren Young, TxDOT Environmental Affairs Division
Andrew Blair, TxDOT Austin District
Tracy R. White, TxDOT Austin District

WILLIAMSON COUNTY REGIONAL HABITAT CONSERVATION PLAN

PARTICIPATION AGREEMENT

This **WILLIAMSON COUNTY REGIONAL HABITAT CONSERVATION PLAN PARTICIPATION AGREEMENT** (this "Participation Agreement") dated September 26, 2025, is entered into by **WILLIAMSON COUNTY ROAD BOND PROGRAM** (the "Participant"), and the **WILLIAMSON COUNTY CONSERVATION FOUNDATION**, a Texas non-profit corporation (the "Foundation").

BACKGROUND

Williamson County, Texas, and the Foundation are the permittees under federal Endangered Species Act incidental take permit number TE-181840-1 dated October 21, 2008 (as amended August 30, 2013, hereinafter the "Permit"). The Permit authorizes "take" of certain listed species of wildlife occurring in Williamson County in exchange for implementation of the Williamson County Regional Habitat Conservation Plan (the "Plan"). The Foundation/Williamson County administers the Plan, which includes granting participation rights to applicants who enter into participation agreements. Through participation in the Plan, a participant receives authority for incidental "take" of listed species covered by the Permit, in accordance with the terms and conditions of the Permit and this Participation Agreement. Incidental take means take that results from, but is not the purpose of, carrying out an otherwise lawful activity. Participant is the owner (or, if under tract is under contract, the reputed owner) of a tract or tracts of land (the "Property") located in Williamson County, Texas, and described on Exhibit "A" to this Participation Agreement.

AGREEMENT

1. **Grant Of Participation Rights And Obligations Of Participant.** The Foundation hereby grants to the Participant the right to participate in the Plan with respect to the Participant's proposed activities on the Property. Exhibit "B" to this Participation Agreement describes the Participant's proposed activities and the species to be covered under this Participation Agreement. The Participant represents and warrants that the activities proposed to be covered under this Participation Agreement will be carried out in full compliance with all applicable laws and regulations. This Participation Agreement covers only those activities described on Exhibit "B". The Participant shall consult with the Foundation before deviating in any material respect from the described activities. This Participation Agreement is entered into subject to all terms and conditions of the Permit, the Plan, and applicable law and regulations, and the Participant assumes and agrees to be bound by all of such terms and conditions, including without limitation those described on Exhibit "C" to this Participation Agreement.

2. **Participation Fee**. The Participant has paid to the Foundation the total sum of $62,250.00 (Sixty-Two Thousand Two Hundred Fifty and No Hundredths Dollars) as calculated in accordance with the Plan with respect to the Participant's proposed activities on the Property.

3. **Right To Inspect**. The Foundation, the County, and the U.S. Fish and Wildlife Service shall have the right to inspect the Property in order to ensure compliance with the terms of this Participation Agreement.

4. **Breach By Participant**. The Foundation shall provide Participant written notice specifying any breach of the terms of this Participation Agreement, and Participant shall have seven (7) days thereafter, or such other length of time the Foundation agrees in writing, to cure said breach. The Foundation, at its sole discretion and for good cause, including without limitation Participant's failure to cure any breach within the applicable timeframe, may terminate this Participation Agreement. Notification of breach and termination of participation rights shall be made by the Foundation to the Participant in writing at the address provided in Section 11.

5. **Participant's Sole Recourse**. In the event that this Participation Agreement is (i) ineffective or deficient with respect to the Property or Participant's proposed activities for any reason, or (ii) terminated in accordance with the terms and provisions of this Participation Agreement, Participant's sole recourse shall be to recover from the Foundation an amount not to exceed the total sum referenced in Section 2 of this Participation Agreement, upon surrender and termination of this Participation Agreement by Participant in writing to the Foundation; provided, Participant shall not be entitled to recover administrative fees from the Foundation.

6. **Covenants Run With The Land; Recordation**. Participant agrees that the covenants provided herein are intended to be binding upon any heirs, successors, and assigns in interest to the Property. Upon any transfer of any ownership interests to all or part of the Property, this Participation Agreement shall not terminate as to the Property, but rather shall continue in full force and effect and shall be fully binding upon any heirs, successors, and assigns in interest to the Property, or any portion thereof. Upon execution of this Participation Agreement by the Foundation and Participant, a Memorandum of Participation Agreement in form substantially the same as attached hereto and incorporated herein for all purposes, shall be signed, acknowledged, and recorded by the Participant in the Official Public Records of Williamson County, Texas. The Participant shall promptly provide a copy of the recorded Memorandum of Participation Agreement to the Foundation.

7. **Venue And Choice Of Law**. The obligations and undertakings of each of the parties to this Participation Agreement shall be performable in Williamson County, Texas, and this Participation Agreement shall be governed by and construed in accordance with the laws of the United States and the State of Texas.

8. **Entirety Of Agreement And Modification.** This instrument constitutes the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Participation Agreement are of no force of effect. Any oral representations or modifications concerning this Participation Agreement shall be of no force or effect, excepting a subsequent modification in writing signed by the party to be charged and expressly approved by an authorized representative of such party.

9. **Non-Assignment**. Participant shall not sell, transfer, or assign all or any part of this Participation Agreement to a party other than a successive owner of all or a portion of the Property without prior written consent of the Foundation.

10. **Successors And Assigns**. This Participation Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto, as and where authorized pursuant to this Participation Agreement.

11. **Notice**. All notices under this Participation Agreement shall be in writing and shall be deemed to have been properly given, delivered and received (a) as of the date of delivery if personally delivered, or (b) as of the date of deposit in the mail system if sent by United States certified mail, return receipt requested, postage prepaid. For purposes of notices, the addresses of the parties are as follows

PARTICIPANT:

Williamson County, Texas Road Bond Program
c/o Hon. Steven Snell, County Judge
710 Main Street, Suite 101
Georgetown, TX 78626
Attn: Foundation Application File No. **20250909**
Phone: (512) 943-1665

FOUNDATION:

Williamson County Regional Habitat Conservation Plan
c/o Plan Administrator
219 Perry Mayfield
Leander, Texas 78641
Attn: Foundation Application File No. **20250909**
Phone: (512) 943-1921

or to such other address as hereafter shall be designated in writing by the applicable party.

12. **Term Of Participation Agreement**. This Participation Agreement shall terminate upon the expiration or termination of the Permit.

13. **Headings**. The headings at the beginning of the various provisions of this Participation Agreement have been included only in order to make it easier to locate the subject covered by each provision and are not to be used in construing this Participation Agreement.

14. **Number And Gender Defined**. As used in this Participation Agreement, whenever the context so indicates, the masculine, feminine, or neuter gender and the singular or plural number shall each be deemed to include the others.

EXECUTED AS OF THE LAST DAY SET FORTH BELOW.

PARTICIPANT:

By: _____

Print Name: _____

Title: _____

Date: _____

FOUNDATION:

By: Cynthia Long

Print Name: Cynthia Long

Title: Vice President

Date: 9-30-25

Exhibit List:

Exhibit "A" – Description of Participant's Property, including GPS coordinates/points (if available)

Exhibit "B" – Covered Species and Participant's Proposed Activities Relative to Participation Agreement

Exhibit "C" – Special Terms and Conditions in Connection with 10(a) Permit #TE – 181840-1

Exhibit "D" – Williamson County Regional Habitat Conservation Plan Memorandum of Participation Agreement Relative to U.S. Fish and Wildlife Service Permit

EXHIBIT "A"
TO PARTICIPATION AGREEMENT

Description of Participant's Property, including GPS coordinates/points, if available:

The Leander Road Phase 1A project area, a 7.8-mile-long linear corridor (project area) southwest of the City of Georgetown, extending east from US Highway (US) 183A to Southwest Bypass. Phase 1A consists of the western project area 3.3-mile segment.

A project area graphic showing is attached making a total of two (2) pages for this Exhibit (including this page).



RM 2243 183A TO SW BYPASS

Aerial Map

- 250-ft Buffer
- Phase 1A Grading Footprint
- SWCA-delineated Golden-cheeked Warbler Habitat Direct Impact
- SWCA-delineated Golden-cheeked Warbler Habitat Indirect Imapct
- Previously Enrolled

Williamson County, TX
USGS 7.5' Quadrangle:
Leander, TX, 30097-E7
Round Rock, TX, 30097-E6
NAD 1983 UTM Zone 14N
30.5919°N 97.8107°W

Base Map: ESRI ArcGIS Online
accessed September 2025
Updated: 9/5/2025
Project No. 61197
Layout: 61197 EA_all Delineated GCWA
Habitat11x17
Apm: 60302_rm2243Milsjabs

0 0.1 0.2 Miles
0 0.1 0.2 Kilometers

N

1:16,000

SWCA
ENVIRONMENTAL CONSULTANTS

EXHIBIT "B"
TO PARTICIPATION AGREEMENT

Covered Species and Participant's Proposed Activities Relative to Participation Agreement

Below is a summary describing the scope and nature of the proposed activities and uses of the Property:

Williamson County and the Texas Department of Transportation (TxDOT) propose improvements along Hero Way and Leander Road, roughly from Garey Park to U.S. Highway 183A in the cities of Leander and Georgetown, Williamson County, Texas (project). The anticipated project is approximately 3.9 miles long and Phase 1A occupies approximately 19.1 acres. The proposed project will include the reconstruction of Hero Way and Leander Road along the existing roadway and within new locations, improved intersection with Ronald Reagan Boulevard, the addition and modification of ramps, realignment of collector-distributor roads, and construction of a shared-use path.

Identify which of the following species are covered by this Participation Agreement.

☒ Yes ☐ No	Golden-cheeked warbler
☐ Yes ☒ No	Black-capped vireo
☐ Yes ☒ No	Bone Cave harvestman
☐ Yes ☒ No	Coffin Cave mold beetle

The project area is potentially within ranges of listed species not covered by this agreement or the Williamson County Regional Habitat Conservation Plan; other species impacts are addressed by USFWS section 7 consultation 2024-0020457.

EXHIBIT "C"
TO PARTICIPATION AGREEMENT

Special Terms and Conditions in Connection with 10(a) Permit #TE – 181840-1

1. On property covered by this Participation Agreement, vegetation clearing activities within 300 feet of habitat will be conducted outside the GCWA or BCVI breeding seasons, as applicable, unless breeding season surveys performed by an Endangered Species Act section 10(a)(1)(A)-permitted biologist indicate that no GCWA or BCVI are present within 300 feet of the desired activity, or as otherwise approved on a case-by-case basis by the Service. The breeding season for the GCWA is March 1 to August 1. The breeding season for the BCVI is March 15 to September 1.

2. Construction activities within, or within 300 feet of, GCWA or BCVI habitat may be conducted year round as long as such construction follows permitted clearing, as referenced above, in a reasonably prompt and expeditious manner indicating continuous activity.

3. Clearing and construction activities authorized under the Permit shall be consistent with the current practices recommended by the Texas Forest Service to prevent the spread of oak wilt.

4. Upon locating a dead, injured, or sick GCWA or BCVI or any other endangered or threatened species in connection with road construction and other activities conducted by Participant that are covered by the Permit, Participant is required to contact the U.S. Fish and Wildlife Service's Law Enforcement Office, in Georgetown, Texas, (512) 863-5972, for care and disposition instructions. Extreme care should be taken in handling sick or injured individuals to ensure effective and proper treatment. Care should also be taken in handling dead specimens to preserve biological materials in the best possible state for analysis of cause of death. In conjunction with the care of sick or injured endangered/threatened species, or preservation of biological materials from a dead specimen, Participant and their contractor/subcontractor have the responsibility to ensure that evidence intrinsic to the specimen is not unnecessarily disturbed.

WILLIAMSON COUNTY REGIONAL HABITAT CONSERVATION PLAN

MEMORANDUM OF PARTICIPATION AGREEMENT RELATIVE TO U.S. FISH AND WILDLIFE SERVICE PERMIT (Permit No. TE-181840-1)

STATE OF TEXAS	§	
	§	
	§	KNOW ALL PERSONS BY THESE PRESENTS
	§	
COUNTY OF WILLIAMSON	§	

This WILLIAMSON COUNTY REGIONAL HABITAT CONSERVATION PLAN MEMORANDUM OF PARTICIPATION AGREEMENT RELATIVE TO U.S. FISH AND WILDLIFE SERVICE PERMIT (Permit No. TE-181840-1) (this "Memorandum") is made and executed by **WILLIAMSON COUNTY ROAD BOND PROGRAM** ("Participant"), effective as of the 26th day of September 2025.

W I T N E S S E T H:

1. **Permit.** Williamson County, Texas, and the Foundation are the permittees under federal Endangered Species Act incidental take permit number TE-181840-1 dated October 21, 2008 (as amended August 30, 2013, hereinafter the "Permit"). The Permit authorizes "take" of certain listed species of wildlife occurring in Williamson County in exchange for implementation of the Williamson County Regional Habitat Conservation Plan (the "Plan"). The Foundation/Williamson County administers the Plan, which includes granting participation rights to applicants who enter into participation agreements. Through participation in the Plan, a participant receives authority for incidental "take" of listed species covered by the Permit, in accordance with the terms and conditions of the Permit and the participation agreement entered into by the participant.

2. **Participation Agreement; Grant of Participation Rights and Obligations of Participant**. Participant is the owner or easement holder of a tract or tracts of land or is otherwise in public right-of-way (the "Property") located in Williamson County, Texas, and described on Exhibit "B" to this Memorandum. Participant and the Foundation entered into the Williamson County Regional Habitat Conservation Plan Participation Agreement dated September 26, 2025 ("Participation Agreement," Foundation Application File No. 20250909). Under the Participation Agreement, the Foundation granted to the Participant the right to participate in the Plan with respect to the Participant's proposed activities on the Property. The Participation Agreement describes the Participant's proposed activities and the species to be covered under the Participation Agreement. The Participant also agreed under the Participation Agreement to assume and agree to be bound by all terms and conditions of the Permit, the Plan, and all applicable laws and regulations, including without limitation those terms and conditions specifically set forth as an exhibit to the Participation Agreement.

3. **Notice.** Participant desires to execute this Memorandum and to have it filed of record in the Official Public Records of Williamson County, Texas, providing public and record notice to all persons as to the existence of the Participation Agreement. Further information regarding the Participation Agreement may be obtained by contacting the following:

PARTICIPANT:

Williamson County, Texas Road Bond Program
c/o Hon. Steven Snell, County Judge
710 Main Street, Suite 101
Georgetown, TX 78626
Attn: Foundation Application File No. **20250909**
Phone: (512) 943-1665

FOUNDATION:

Williamson County Regional Habitat Conservation Plan
c/o Plan Administrator
219 Perry Mayfield
Leander, Texas 78641
Attn: Foundation Application File No. **20250909**
Phone: (512) 943-1921

EXECUTED AS OF THE LAST DAY SET FORTH BELOW.

PARTICIPANT:

By: _____

Print Name: _____

Title: _____

Date: _____

Exhibits:
"A" -- U.S. Fish and Wildlife Service Permit No. TE-181840-1
"B" -- Description of Participant's Property

After Recording, Return To:

Williamson County Regional Habitat Conservation Plan
Plan Administrator
219 Perry Mayfield
Leander, TX 78641

EXHIBIT A
TO MEMORANDUM OF PARTICIPATION AGREEMENT

U.S. Fish and Wildlife Service Permit No. TE-181840-1

Consisting of Four (4) pages following

DEPARTMENT OF THE INTERIOR
U.S. FISH AND WILDLIFE SERVICE

FEDERAL FISH AND WILDLIFE PERMIT

3-201
(1/97)

2. AUTHORITY-STATUTES
16 USC 1539(a)(1)(B)

REGULATIONS (Attached)
50 CFR §§ 13 & 17

1. PERMITTEE

The County of Williamson
301 SE Inner Loop
Georgetown, Texas 78626
Phone: 512/943-1550
e-mail: dgattis@wilco.org

Williamson County Conservation Foundation
350 Discovery Boulevard
Cedar Park, Texas 78613
Phone: 512/733-5380
Email: lbirkman@wilco.org

3. NUMBER
TE-181840-1

4. RENEWABLE	5. MAY COPY
[X] YES	[X] YES
[ ] NO	[ ] NO

6. EFFECTIVE	7.EXPIRES
8/30/2013	10/16/2038

8. NAME AND TITLE OF PRINCIPAL OFFICER: (if #1 is a business)
Mr. Daniel A. Gattis, County Judge (County)
Lisa Birkman, President, Williamson County Conservation Foundation, Williamson County Commissioner (Foundation)

9. TYPE OF PERMIT:
Endangered Species – Incidental Take

10. LOCATION WHERE AUTHORIZED ACTIVITY MAY BE CONDUCTED: Williamson County, Texas.

11. CONDITIONS AND AUTHORIZATIONS:

A. GENERAL CONDITIONS SET OUT IN SUBPART D OF 50 CFR 13, AND SPECIFIC CONDITIONS CONTAINED IN FEDERAL REGULATIONS CITED IN BLOCK #2, ABOVE, ARE HEREBY MADE A PART OF THIS PERMIT. ALL ACTIVITIES AUTHORIZED HEREIN MUST BE CARRIED OUT IN ACCORDANCE WITH AND FOR THE PURPOSES DESCRIBED IN THE APPLICATION SUBMITTED. CONTINUED VALIDITY, OR RENEWAL, OF THIS PERMIT IS SUBJECT TO COMPLETE AND TIMELY COMPLIANCE WITH ALL APPLICABLE CONDITIONS, INCLUDING THE FILING OF ALL REQUIRED INFORMATION AND REPORTS.

B. THE VALIDITY OF THIS PERMIT IS ALSO CONDITIONED UPON STRICT OBSERVANCE OF ALL APPLICABLE FOREIGN, STATE, LOCAL OR OTHER FEDERAL LAW. THIS PERMIT DOES NOT WAIVE THE OBLIGATION TO ABIDE BY OTHER FOREIGN, STATE, LOCAL OR FEDERAL LAW IN CARRYING OUT AUTHORIZED ACTIVITIES.

C. VALID FOR USE BY PERMITTEES NAMED ABOVE.

D. ACCEPTANCE OF THIS PERMIT SERVES AS EVIDENCE THAT THE PERMITTEE UNDERSTANDS AND AGREES TO ABIDE BY THE **"GENERAL CONDITIONS FOR NATIVE ENDANGERED AND THREATENED WILDLIFE SPECIES PERMITS"** **(copy enclosed)**.

12. REPORTING REQUIREMENTS
Annual report due each June 1 throughout the life of the permit.

ISSUED BY:	TITLE	DATE
Joy E Nicholopoulos	Deputy Regional Director	8/30/2013

E. Permittee(s) are authorized to "Take" the following species: Bone Cave harvestman, Coffin Cave mold beetle, golden-cheeked warbler (GCWA), and black-capped vireo (BCVI) in Williamson County, Texas; incidental to activities including, but not limited to, road construction, maintenance, and improvement projects; utility construction and maintenance; school development and construction; public or private construction and development; and land clearing.

F. For GCWA, 6,000 acres of direct and indirect take are authorized over the life of the Permit. These impacts will be mitigated by a combination of purchasing mitigation credits from Hickory Pass Conservation Bank and/or other nearby conservation banks or by creating GCWA preserves.

G. For BCVI, up to 4,267 acres of take are authorized over the life of the Permit. These impacts are mitigated primarily through habitat restoration, habitat management, enhancement of existing protected BCVI habitat, or an alternate, Service-approved mitigation program.

H. On parcels covered by Participation Agreements, vegetation clearing activities within 300 feet of habitat will be conducted outside the GCWA or BCVI breeding seasons, as applicable, unless breeding season surveys performed by an Endangered Species Act section 10(a)(1)(A)-permitted biologist indicate that no GCWA or BCVI are present within 300 feet of the desired activity, or as otherwise approved on a case-by-case basis by the Service. The breeding season for the GCWA is March 1 to August 1. The breeding season for the BCVI is March 15 to September 1.

I. Construction activities within, or within 300 feet of, GCWA or BCVI habitat may be conducted year round as long as such construction follows permitted clearing, as referenced above, in a reasonably prompt and expeditious manner indicating continuous activity.

J. For Bone Cave harvestman and Coffin Cave mold beetle, up to 210 caves occupied by one or both species are authorized to be impacted. These impacts will be mitigated by acquiring and managing 9 to 15 karst fauna areas (KFAs), a minimum of three KFAs in each of the karst fauna regions occupied by the covered species.

K. Clearing and construction activities authorized under this Permit shall be consistent with the current practices recommended by the Texas Forest Service to prevent the spread of oak wilt.

L. The Service agrees that Williamson County or the Foundation may issue "Participation Agreements" covering land within the Permit area. Participation Agreements will stipulate that Participant will be bound by and comply with those terms and conditions of this Permit applicable to the Participant's land and the Participant shall benefit from the

authorization granted in this Permit. So long as this Permit remains in effect and a Participant is in compliance with the Participation Agreement, that Participant shall be deemed, with respect to that Participant's property covered by the Participation Agreement, to have the full benefits and authorities of this Permit with respect to that Participant's property. The Service agrees that a breach by a Participant of its obligations under a Participation Agreement will not be considered a violation by the Permittee, or any other Participant, of this Permit. In the event a Participant has materially breached its Participation Agreement and, after reasonable notice and opportunity to cure, such Participant fails to cure, remedy, rectify, or adequately mitigate the effects of such breach, then the Service, Williamson County, or the Foundation may terminate that Participation Agreement.

M. Upon locating a dead, injured, or sick GCWA or BCVI or any other endangered or threatened species in connection with road construction and other activities conducted by Williamson County that are covered by this Permit, Williamson County or the Foundation is required to contact the U.S. Fish and Wildlife Service's Law Enforcement Office, in Georgetown, Texas, (512) 863-5972, for care and disposition instructions. Extreme care should be taken in handling sick or injured individuals to ensure effective and proper treatment. Care should also be taken in handling dead specimens to preserve biological materials in the best possible state for analysis of cause of death. In conjunction with the care of sick or injured endangered/threatened species, or preservation of biological materials from a dead specimen, Williamson County, the Foundation, and their contractor/subcontractor have the responsibility to ensure that evidence intrinsic to the specimen is not unnecessarily disturbed.

N. Conditions of this Permit shall be binding on, and for the benefit of Williamson County and the Foundation.

O. If during the tenure of this Permit the take described in the habitat conservation plan is altered such that there may be an increase in the anticipated take of any covered species, Williamson County or the Foundation is required to contact the Service and obtain authorization and/or amendment of the Permit before entering into participation agreements or commencing any other activities which might result in take beyond that described in the RHCP.

P. Williamson County or the Foundation shall submit on June 1 of each year the Permit is in effect an Annual Report describing participation agreements entered into; funds collected and spent; and conservation and management actions undertaken in the previous calendar year. The report will summarize the results of the biological monitoring and adaptive management process and findings. This required information includes the locations of surveys, a description of any deviations from required survey protocols, personnel used, and documentation of all survey results as required in the protocols for the particular

endangered species. In addition, the annual report will review existing management and highlight areas where change in management approach may be needed and where prioritized research needs are reviewed. A copy of the annual report shall be submitted to the U.S. Fish and Wildlife Service Field Office 10711 Burnet, Suite 200, Austin, Texas 78758; and to the U.S. Fish and Wildlife Service, P.O. Box 1306, Room 4102, Albuquerque, New Mexico 87103.

Q. The current "No Surprises" policy of the U.S. Fish and Wildlife Service provides that additional mitigation requirements for land, water, or financial obligations shall not be required of Williamson County or the Foundation beyond the level of mitigation provided for in the Permit and the habitat conservation plan if fully and completely complied with and implemented. With respect to the Permit, the habitat conservation plan and supporting documents adequately addressed the federally-listed covered species.

R. Acceptance of the Permit serves as evidence that Williamson County and the Foundation understand and agree to abide by the terms of the Permit and all applicable sections of Title 50 CFR Parts 13 and 17 pertinent to issued permits.

***** END OF PERMIT # TE-181840-1 *****

EXHIBIT B
TO MEMORANDUM OF PARTICIPATION AGREEMENT

Description of Participant's Property, including GPS coordinates/points, if available:

The Leander Road Phase 1A project area, a 7.8-mile-long linear corridor (project area) southwest of the City of Georgetown, extending east from US Highway (US) 183A to Southwest Bypass. Phase 1A consists of the western project area 3.3-mile segment.

A project area graphic showing is attached making a total of two (2) pages for this Exhibit (including this page).



RM 2243 183A TO SW BYPASS

Aerial Map

- 250-ft Buffer
- Phase 1A Grading Footprint
- SWCA-delineated Golden-cheeked Warbler Habitat Direct Impact
- SWCA-delineated Golden-cheeked Warbler Habitat Indirect Imapct
- Previously Enrolled

Williamson County, TX
USGS 7.5' Quadrangle:
Leander, TX, 30097-E7
Round Rock, TX, 30097-E6
NAD 1983 UTM Zone 14N
30.5919°N 97.8107°W

Base Map: ESRI ArcGIS Online
accessed September 2025
Updated: 8/8/2025
Project No. 61197
Layout: 61197 EA_dl Delineated SGWA Habitat11x17
Apn: 80302_rm2243Mitigation

0 0.1 0.2 0.4 Miles
0 0.1 0.2 Kilometers

N

1:16,000

SWCA
ENVIRONMENTAL CONSULTANTS

Commissioners Court - Regular Session **14.**

Meeting Date: 10/07/2025

RDM Vehicle Reimbursement Agreement for County Sheriff

Submitted For: Matthew Lindemann **Submitted By:** Starla Hall, Sheriff

Department: Sheriff

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action regarding approval and receipt of Vehicle Reimbursement Agreement with RDM for off-duty contracting of County Sheriff Deputies to be effective October 7, 2025.

Background

This agreement gives permission for RDM to contract County Sheriff Deputies in a private capacity and the County to invoice them for deputies vehicle usage. (Traffic Control/Safety while filming a Ford Commercial on 183 & 130 toll roads on October 10th).

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

RDM

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	10/01/2025 09:49 AM
Form Started By: Starla Hall		Started On: 09/30/2025 03:43 PM
Final Approval Date: 10/01/2025		

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

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

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

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

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

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

M. L.
October 7, 2025

4. The term of this AGREEMENT shall begin on ~~October 1, 2025~~ and shall terminate on September 30, 2026. Any extension of this AGREEMENT must be set forth in writing and signed by both parties. Either party may terminate this Agreement, for convenience and without cause, by providing thirty (30) days' notice to the other party.

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

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

7. COUNTY agrees to invoice NON-GOVERNMENTAL ORGANIZATION for the reimbursement amounts for deputy vehicle usage at the rate of **$ 15.00 per hour per vehicle** (to cover NON-GOVERNMENTAL ORGANIZATION's fair share of costs for fuel, maintenance, and yearly premiums on automobile insurance).

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

   LEA: At the address set forth on signature page below

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

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

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

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

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

NON-GOVERNMENTAL ORGANIZATION:

Name of Organization: RDM

Signature: Chelsea Henak

Printed Name: Chelsea Henak

Title: Location Manager

Date: 9/30/25 _____, 20____

WILLIAMSON COUNTY LAW ENFORCEMENT AGENCY:

Name of Office: Williamson County Sheriff's Office

Printed Name of Official: Matthew Lindemann

Signature of Official: Matthew Lindemann

Date: September 30, 2025

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

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

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

WILLIAMSON COUNTY COMMISSIONERS COURT:

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

Date: _____ _____, 20____

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

Commissioners Court - Regular Session **15.**

Meeting Date: 10/07/2025

Approval of Annual Request to Exempt Vehicle and Equipment Repairs from Bidding for Countywide Departments

Submitted For: Joy Simonton **Submitted By:** Kerstin Hancock, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the annual request to exempt from competitive bidding/proposal requirements, pursuant to Tex/Loc. Gov't Code Section 262.024(11) Vehicle and Equipment Repairs (i.e. those not covered by insurance coverage and that are paid for from County funds) for FY25/26 based on criteria and definitions provided by the Williamson County Purchasing Agent.

Background

The Purchasing Department seeks an annual exemption of these services as allowable per the code. Approving this exemption brings the County compliant with the approval requirement of the Commissioners Court for said exemption. Summary memo with category definitions is attached. Department point of contact is Joy Simonton, Purchasing Agent.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Vehicle Exemption

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	09/30/2025 02:11 PM
Form Started By: Kerstin Hancock		Started On: 09/26/2025 12:15 PM
Final Approval Date: 09/30/2025		

DATE: September 26, 2025
TO: Williamson County Commissioners Court
FROM: Joy Simonton, Purchasing Agent
RE: Annual Exemption for Vehicle Equipment and Repairs

The Texas Local Government Code provides for the following exemption from normal bidding requirements for the purchase of vehicle and equipment repairs.

Sec. 262.024. DISCRETIONARY EXEMPTIONS: (a) A contract for the purchase of any of the following items is exempt from the requirement established by Section 262.023 if the Commissioners Court by order grants the exemption:

(11) vehicle and equipment repairs.

The Purchasing Department seeks an annual exemption of these services as allowable per the code. Approving this exemption brings the county compliant with the approval requirement of the Commissioners Court for said exemption.

If approved in Commissioners Court, this exemption will be administered using the following definitions to better clarify which items may be excluded as part of the exemption.

1. Definitions related to the maintenance and repair of Williamson County vehicles and equipment:
    a. "PARTS" – A replacement item required to return a County vehicle or mobile industrial equipment to fully operable status.

    b. "REPAIR SERVICES" – Any service, other than those paid for under automobile insurance policies, required to return a County vehicle or mobile Industrial equipment to fully operational status.

    c. "VEHICLES" – Motorized equipment not operating on rails to include cars, trucks, motorcycles, ATVs. etc.

    d. "EQUIPMENT" – An instrument that is typically mobile and not stationary, needed for undertaking or to perform a particular service to include Heavy Machinery Equipment, Generators, Portable Water Pumps, Mowers, Chain Saws, etc. The basic intent of this definition would include items that could be daily rented from a local industrial equipment rental center.

These items will not be included in commodity totals and will be exempted from the $100K bidding threshold. However, this does not negate the responsibility of the County to ensure that high dollar and high usage items and repairs are sourced primarily using Cooperative and Interlocal Agreements or

competitively sourced to ensure best value is achieved.

In addition, any contracts required for the procurement of either goods or services covered under this exemption must still be reviewed by the following departments: (1) Purchasing, (2) Contract Audit and (3) General Counsel; before being submitted to Commissioners Court for approval.

2. Clarifications: What about these items? Do they qualify under the exemption?

   a. The purchase of vehicles and equipment:

      No. This exemption is only for the *maintenance and repair* of county vehicles and equipment and does not include the original purchase or installation of accessories.

   b. Brand specific items such as Caterpillar, Vermeer, Ford, Chevrolet, etc.:

      Yes. These repairs would be included under this exemption as they are parts required to return vehicles and equipment to fully operable status.

   c. Oils, grease, other lubricants, and fluids:

      Yes. These repairs would be included under this exemption as they are parts required to return vehicles and equipment to fully operable status.

   d. Tires and tubes:

      Yes. These repairs would be included under this exemption as they are parts required to return vehicles and equipment to fully operable status.

   e. Towing of vehicles and equipment back to Williamson County Fleet Department or another repair yard:

      Yes. This would qualify as a repair service under this exemption as the service is needed to return inoperable vehicles or equipment back to the Fleet Department for repair to its fully operational status.

      Towing does not include the tow of a car to be impounded by the Sheriff's Office since it is not property owned by the County or being returned to fully operational status.

   f. Facility related parts or repairs to include HVAC, Elevators, Appliances, etc.:

      No. These repairs would not qualify for this exemption. The spirit of the exemption provided in the code does not indicate that it intended for items that are facility related.

Commissioners Court - Regular Session **16.**

Meeting Date: 10/07/2025

Approval of Master Service Agreement #2026-018 with TORCH Industrial Services LLC for Commercial Fabrication and Welding 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 approving the Master Service Agreement #2026-018 between Williamson County and TORCH Industrial Services, LLC for Commercial Fabrication and Welding Services, in the not-to-exceed amount of $19,500.00, and authorize execution of the agreement.

Background

This Master Service Agreement for full-service commercial fabrication and welding services on mild steel, stainless, aluminum, brass and copper equipment as needed between Williamson County and TORCH Industrial Services, LLC. This company has previously been used by Williamson County Facilities Management department on a similar scope of work as it arose. This MSA will be valid as of the date of execution through September 30, 2026. The funding source is 01.0100.0509.004510, Origination ID #3610, and the department contact is Christi Stromberg, Facilities Management.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Master Service Agreement

Form 1295 Torch Industrial Services Complete

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	09/29/2025 08:27 PM
Form Started By: Michelle McKinney		Started On: 09/22/2025 03:27 PM
Final Approval Date: 09/29/2025		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

MASTER SERVICES AGREEMENT
WITH
Torch Industrial Services, LLC
FY26

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

THIS MASTER SERVICES AGREEMENT is made and entered into by and between **Williamson County, Texas** ("County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Torch Industrial Services, 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: 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 are not an employee of the County. The services to be provided include full service commercial fabrication and welding services on mild steel, stainless, aluminum, brass and copper equipment as needed throughout Williamson County facilities. Each project will be outlined in a Statement of Work ("SOW") to be provided by Service Provider and agreed upon by the County. Once approved by the County, the SOW shall be incorporated into this MSA and shall be subject to all terms and conditions herein. The prices for services will be based upon the attached **Price Sheet for FY26** marked as **Exhibit "A,"** which is incorporated herein to the extent the Price Sheet 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: Service Provider shall supply the County the goods described in each SOW provided to the extent it meets or exceeds the County's solicitation, if applicable.

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

III.

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

IV.

On-Site Representative for Work Monitoring: The County may appoint an on-site project representative to observe the work being performed. The County may conduct inspections to determine the date or dates of substantial completion and the date of final completion. If the County so desires, it may seek written adequate assurance that the work is progressing on-time and pursuant to terms and conditions of this agreement and all related contract documents.

V.

Labor, Materials, Tools & Misc. Items: Service Provider shall provide or cause to be provided and shall pay for labor, materials, equipment, tools, construction equipment and machinery, utilities, transportation and other facilities and services necessary for proper execution and completion of the work, whether temporary or permanent and whether or not incorporated or to be incorporated in the work. Service Provider shall enforce strict discipline and good order among their respective employees and other persons carrying out the Agreement. Service Provider shall not permit employees of unfit persons or persons not skilled in tasks assigned to them.

VI.

Compliance With All Laws: Service Provider agrees, in connection with the services or any related items to the subject matter of this Agreement, to comply with any and all local, state, or federal requirements, including but not limited to compliance with regulations of the Texas Commission of Environmental Quality and the Occupational Safety and Health Administration. Additionally, Service Provider shall obtain from the appropriate City, Williamson County, or State

of Texas the necessary permit(s) required by the ordinances of the City of Georgetown, Williamson County, or State of Texas, for performance of the work.

VII.

Duty To Report Problems: Service Provider agrees to advise the County and its representative(s) within 24 hours of any errors, mistakes, potential problems or any other problematic issue(s) coming under observation during the progress of the work and will make good faith efforts to correct any errors that come to light in a timely and reasonable manner.

VIII.

Cleaning Up: Service Provider shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under this Agreement. At completion of the work, Service Provider shall remove from and about the project: waste materials, rubbish, tools, construction equipment, machinery and surplus materials. If Service Provider fails to clean up as provided, the cost thereof shall be charged to Service Provider by deducting from final fee or as necessary.

IX.

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

TO THE FULLEST EXTENT PERMITETED BY APPLICABLE LAW, SERVICE PROVIDER AND ITS AGENTS, PARTNERS, EMPLOYEES, AND CONSULTANTS (COLLECTIVELY "INDEMNITORS") SHALL AND DO AGREE TO INDEMNIFY, PROTECT, DEFENT WITH COUNSEL APPROVED BY COUNTY, AND HOLD HARMLESS THE COUNTY, REPRESENTATIVES OF THE COUNTY AND THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, ITS VARIOUS DEPARTMENTS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS (COLLECTIVELY "INDEMNITEES") FROM AND AGAINST ALL CLAIMS IN RELATION TO SERVICE PROVIDER'S PERFORMANCE OF THE WORK DESCRIBED HEREIN. DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGEMENT, AND EXPENSES, INCLUDING ATTORNEY FEES, OF ANY NATURE, KIND OR DESCRIPTION (COLLECTIVELY "LIABILITIES") OF ANY PERSON OR ENTITY WHOMSOEVER, ARISING OUT OF, CAUSED BY, OR RESULTING FROM THE PERFORMANCE OF THE SERVICES OR ANY PART THEROF WHICH ARE CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT OR OMISSION OF SERVICE PROVIDER, ANYONE DIRECTLY EMPLOYED BY IT OR ANYONE WHOSE

ACTS IT MAY BE LIABLE, EVEN IF IT IS CAUSE IN PART BY THE NEGLIGENCE OR OMISSON OF ANY INDEMNITEE, SO LONG AS IT IS NOT CAUSED BY THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNITEE. IN THE EVENT MORE THAN ONE OF THE INDEMNITORS ARE CONNECTED WITH AN ACCIDENT OR OCCURRENCE COVERED BY THIS INDEMNIFICATION, THEN EACH OF SUCH INDEMNITORS SHALL BE JOINTLY AND SEVERALLY RESPONSIBLE TO THE INDEMNITEES FOR INDEMNIFICATION AND THE ULTIMATE RESPONSIBILITY AMONG SUCH INDEMNITORS FOR THE LOSS AND EXPENSE OF ANY SUCH INDEMNIFICATION SHALL BE SETTLED BY SEPARATE PROCEEDINGS AND WITHOUT JEAPORDY TO ANY INDEMNITEE. THE PROVISIONS OF THIS ARTICLE SHALL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATIONS OR RIGHT WHICH COUNTY OR ANY OTHER INDEMNITEES HAS BY LAW. THE INDEMNITIES CONTAINED HEREIN SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT FOR ANY REASON WHATSOEVER.

X.

Service Provider's Employees: Service Provider covenants and agrees that all personnel engaged shall be employees of Service Provider, and Service Provider shall pay all salaries, and all Social Security taxes, Federal and State Unemployment Insurance, Workers' Compensation Insurance and any similar taxes or expenses related to such employees, including but not limited to, license fees, insurance premiums and outfitting expenses. Service Provider shall be responsible for complying with all Federal, State and Local laws, ordinances and regulations regarding its employees, including all Occupational Safety and Health Administration regulations. Service Provider shall be responsible for the supervision, control and direction of the day-to-day activities of the personnel provided hereunder and shall provide close supervision on a continual basis.

XI.

Consideration and Compensation: Service Provider will be compensated based on a fixed sum for specific projects as defined in the SOW's presented to the County and in accordance with the prices listed in the Price Sheet for FY26 marked as Exhibit "A," hereto. The not-to-exceed amount under this Agreement is **Nineteen Thousand Five Hundred Dollars ($19,500.00)** per fiscal year.

Pursuant to State Law ("Texas Prompt Payment Act") the payment terms are governed as follows:

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

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

As a minimum, invoices shall include:

a) Name, address, and telephone number of Service Provider and similar information in the event the payment is to be made to a different address
b) County Agreement, Purchase Order, and/or delivery order number
c) Identification of items or services as outlined in the Agreement
d) Quantity or quantities, applicable unit prices, total prices and total amounts
e) Any additional payment information which may be called for by the Agreement

Payment inquiries should be directed to the Williamson County Auditor's Office, Accounts Payable Department: accountspayable@wilco.org 512-943-1500

XII.

The County's Decision to Withhold Payment: The County may withhold a payment in whole or in part to the extent reasonably necessary to protect The County due to The County's determination that the work has not progressed to the point indicated in the Agreement documents or that the quality of work is not in accordance with the Agreement documents. The County may also withhold a payment or, because of subsequently discovered evidence, may nullify the whole or a part of any request for payment to such extent as may be necessary to protect The County from loss for which Service Provider is responsible, including loss resulting from acts and omissions, because of the following:

1. defective work not remedied;
2. reasonable evidence that the work cannot be completed for the unpaid balance of the Agreement sum;
3. damage to The County;
4. reasonable evidence that the work will not be completed within the Agreement time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
5. persistent failure to carry out the work in accordance with the Agreement documents.

XIII.

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

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

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

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

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

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

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

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

XIV.

No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to The County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. The County does not waive, modify, or alter to any extent whatsoever the availability of the defense of

governmental immunity or any other immunity under the laws of the State of Texas or of the United States.

XV.

Warranty: Service Provider warrants to The County that materials, workmanship and equipment furnished under this agreement will be of good quality and new unless otherwise required or permitted by The County, that the work will be free from defects not inherent in the quality required or permitted by law or otherwise, and that the work will conform to the requirements of the Agreement documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective.

XVI.

Taxes: Service Provider shall pay all sales, consumer, use and similar taxes for the work provided by Service Provider which had been legally enacted on the date of the Agreement, whether or not yet effective or merely scheduled to go into effect.

XVII.

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

XVIII.

No Assignment: Service Provider may not assign this Agreement.

IXX.

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

XX.

Confidentiality: Service Provider expressly agrees that they will not use any incidental confidential information they may obtain while being on governmental property for their own benefit and agrees that is will not enter unauthorized areas or access confidential information and will not disclose any information to unauthorized third parties and will take care to guard the security of the information at all times.

XXI.

Termination: This agreement may be terminated at any time at the option of The County, without further or prospective liability for performance upon giving upon thirty (30) calendar day's written notice to thereof. In the event Williamson County exercises its right to terminate without cause, it is understood and agreed that only amounts due to Service Provider for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due

and payable. No penalty will be assessed for Williamson County's termination for convenience.

XXII.

Right of Funds: Despite the agreed upon method of payment set forth above, Service Provider agrees to return to Williamson County pro-rata portion of unearned funds distributed to Service Provider if (a) Service Provider's project progress is insufficient; (b) this Agreement is terminated for any reason; or (c) Service Provider fails in any other respect under this Agreement.

XXIII.

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

XXIV.

Notice: Any notice required to be given under the terms of this AGREEMENT shall be effective if and when given in writing and mailed by certified mail to the addresses listed below or subsequently provided in writing:

WILLIAMSON COUNTY:
Williamson County Judge
710 Main Street, Suite 101
Georgetown, TX 78626

SERVICE PROVIDER
Torch Industrial Services, LLC
1101 County Rd. 427
Thrall, TX 76578

XXV.

Mediation: The parties agree to use non-binding mediation for dispute resolution prior to and formal legal action being taken on this Agreement.

XXVI.

Appropriation of Funds by County: County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. Service Provider understands and agrees that the County's payment of amounts under this Agreement is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement.

Non-Appropriation and Fiscal Funding: The obligations of the Parties under this Agreement do not constitute a general obligation or indebtedness of either Party for which such Party is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that County shall have the right to terminate this Agreement at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination at the end of its then-current fiscal year.

XXVII.

Authorized Expenses: In the event County authorizes, in advance and in writing, reimbursement of non-labor expenses related to the services subject of this Agreement, County will pay such actual non-labor expenses in strict accordance with the Williamson County Vendor Reimbursement Policy (as amended), which is incorporated into and made a part of this Agreement by reference. The Williamson County Vendor Reimbursement Policy can be found at: Williamson County Vendor Reimbursement Policy.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.

XXVIII.

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

A. Torch Industrial Services, LLC Price Sheet dated 14 Mar 2025, marked as Exhibit "A,";
B. Insurance certificates evidencing coverages required herein above and
C. Any Amendments agreed to by both parties.

IXXX.

Signature for the County: The presiding officer of Williamson County's governing body who is authorized to execute this instrument by order duly recorded may execute this Agreement on behalf of the County.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, that this Agreement shall be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:

_____
Authorized Signature

_____
County Judge/Presiding Officer

Dated: _____ _____, 20___

TORCH INDUSTRIAL SERVICES, LLC:

_____
Authorized Signature

TONY BONKOWSKI
Printed Name

Dated: SEPTEMBER 19, 2025

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Sep 19 2025 Time: 3:59 pm

Reviewed by Contract Audit
Joel Brophy
Internal Audit Director
Williamson County Auditor's Office
Date: Sep 19 2025 Time: 3:11 pm

Exhibit "A"
Torch Industrial Services, LLC Price Sheet for FY26

Technician Service Rates

This attachment shall be completed and returned with the Service Agreement 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, 2026 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 26 Hourly Rate (10/1/2025 – 9/30/2026) Hourly Rate
1. Technician	
a. Regular Hours – 7:00 am – 5:00 pm	$ 125.00
b. After Regular Hours – 5:01 pm – 6:59 am	$ 187.50
c. Weekends or County approved Holidays	Weekends (Saturday) - $ 187.50
2. Service Vehicle Fee – per call	$ 85.00 per vehicle, per call

Emergency Contact Personnel:	Tony Bonkowski
Business Hours Phone Number:	512-826-5875 or 512-296-7640
After Hours/Emergency Phone Number:	512-826-5878
Email Address:	tbonkowski@torchindustrialservices.com

Materials - Remedial Repairs	
Materials not covered under scheduled service:	
*	Contractor may invoice for parts and materials on a cost-plus basis. The contactor may invoice at 25% markup.
**	Contractor may invoice for equipment rental on a cost-plus basis. The contactor may invoice at 25% markup.
***	Invoice(s) for work performed shall require a copy of the parts and materials receipt to be included when the total, including mark-up, exceeds $500.00.
****	Williamson County reserves the right to request from Contractor any documentation that reflects price for verification purposes.

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

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CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1365800

Date Filed:
09/19/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
TORCH Industrial Services, LLC
Thrall, TX United States

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
2026-018
welding, fabrication and machine work

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
TORCH Industrial Services, LLC	Thrall, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is TOPH BONKOWSKI / TORCH INDUSTRIAL SERVICES, and my date of birth is [redacted]

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

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

Executed in WILLIAMSON County, State of TEXAS, on the 19 day of SEPTEMBER, 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:
2025-1365800

Date Filed:
09/19/2025

Date Acknowledged:
09/22/2025

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

TORCH Industrial Services, LLC
Thrall, TX United States

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

Williamson County Facilities

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

2026-018
welding, fabrication and machine work

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
TORCH Industrial Services, LLC	Thrall, 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 **17.**

Meeting Date: 10/07/2025

Authorize Issuing RFCSP # 25RFCSP87 Expo AV Upgrade 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 competitive sealed proposals for a contractor to upgrade audiovisual systems at the Williamson County Expo Center, under RFCSP #25RFCSP87, the Funding Source is P648.

Background

Pursuant to Chapter 2269 Subchapter D of the Texas Government Code, Williamson County (County) is seeking written proposals from qualified contractors to provide Competitive Sealed Proposals for the Williamson County Expo Events Center in Taylor, Tx located at 5350 Bill Pickett Trail Taylor, Tx 76574. The estimated budget for this is Six Hundred Seventy Two Thousand Dollars ($672,000.00). The funding source is P648, Origination ID #3587 and the point of contact is Gretchen Glenn.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	09/29/2025 08:31 PM
Form Started By: Michelle McKinney		Started On: 09/24/2025 04:21 PM
Final Approval Date: 09/29/2025		

Commissioners Court - Regular Session **18.**

Meeting Date: 10/07/2025

Approval of Master Service Agreement #2026-017 with Straight Arrow Striping, LLC for Parking Lot 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 approving the Master Service Agreement, #2026-017, between Williamson County and Straight Arrow Striping, LLC for Parking Lot Services, in the not-to-exceed amount of $19,500.00, and authorize execution of the agreement.

Background

This Master Service Agreement for Parking Lot Services between Williamson County and Straight Arrow Striping, LLC is to be able to utilize the vendor for services as they arise. This company provides Parking Lot Services, including but not limited to striping, signage, pressure washing, seal coating, and asphalt/concrete repairs. This MSA will be valid as of the date of execution through September 30, 2026. The funding source is 01.0100.0509.004510, Origination ID #3609, and the department contact is Christi Stromberg, Facilities Management.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Master Service Agreement

Form 1295 Straight Arrow Striping, LLC Complete

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	09/29/2025 08:29 PM
Form Started By: Michelle McKinney		Started On: 09/22/2025 03:52 PM
Final Approval Date: 09/29/2025		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

MASTER SERVICES AGREEMENT
WITH
Straight Arrow Striping, LLC
FY26

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

THIS MASTER SERVICES AGREEMENT is made and entered into by and between **Williamson County, Texas** ("County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Straight Arrow Striping, 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: 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 to be provided include, parking lot maintenance and services including but not limited to striping, signage, pressure washing, seal coating, and asphalt/concrete repairs as needed throughout Williamson County facilities. The services include but are not limited to the services and work described in the attached **Price Sheet for FY26** being marked as **Exhibit "A,"** which is incorporated herein to the extent the Price Sheet 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: Service Provider shall supply the County the goods described in each SOW provided to the extent it meets or exceeds the County's solicitation, if applicable.

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

III.

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

IV.

On-Site Representative for Work Monitoring: The County may appoint an on-site project representative to observe the work being performed. The County may conduct inspections to determine the date or dates of substantial completion and the date of final completion. If the County so desires, it may seek written adequate assurance that the work is progressing on-time and pursuant to terms and conditions of this agreement and all related contract documents.

V.

Labor, Materials, Tools & Misc. Items: Service Provider shall provide or cause to be provided and shall pay for labor, materials, equipment, tools, construction equipment and machinery, utilities, transportation and other facilities and services necessary for proper execution and completion of the work, whether temporary or permanent and whether or not incorporated or to be incorporated in the work. Service Provider shall enforce strict discipline and good order among their respective employees and other persons carrying out the Agreement. Service Provider shall not permit employees of unfit persons or persons not skilled in tasks assigned to them.

VI.

Compliance With All Laws: Service Provider agrees, in connection with the services or any related items to the subject matter of this Agreement, to comply with any and all local, state, or federal requirements, including but not limited to compliance with regulations of the Texas Commission of Environmental Quality and the Occupational Safety and Health Administration. Additionally, Service Provider shall obtain from the appropriate City, Williamson County, or State of Texas the necessary permit(s) required by the ordinances of the City of Georgetown, Williamson County, or State of Texas, for performance of the work.

VII.

Duty To Report Problems: Service Provider agrees to advise the County and its representative(s) within 24 hours of any errors, mistakes, potential problems or any other problematic issue(s) coming under observation during the progress of the work and will make good faith efforts to correct any errors that come to light in a timely and reasonable manner.

VIII.

Cleaning Up: Service Provider shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under this Agreement. At completion of the work, Service Provider shall remove from and about the project: waste materials, rubbish, tools, construction equipment, machinery and surplus materials. If Service Provider fails to clean up as provided, the cost thereof shall be charged to Service Provider by deducting from final fee or as necessary.

IX.

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

TO THE FULLEST EXTENT PERMITETED BY APPLICABLE LAW, SERVICE PROVIDER AND ITS AGENTS, PARTNERS, EMPLOYEES, AND CONSULTANTS (COLLECTIVELY "INDEMNITORS") SHALL AND DO AGREE TO INDEMNIFY, PROTECT, DEFENT WITH COUNSEL APPROVED BY COUNTY, AND HOLD HARMLESS THE COUNTY, REPRESENTATIVES OF THE COUNTY AND THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, ITS VARIOUS DEPARTMENTS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS (COLLECTIVELY "INDEMNITEES") FROM AND AGAINST ALL CLAIMS IN RELATION TO SERVICE PROVIDER'S PERFORMANCE OF THE WORK DESCRIBED HEREIN. DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGEMENT, AND EXPENSES, INCLUDING ATTORNEY FEES, OF ANY NATURE, KIND OR DESCRIPTION (COLLECTIVELY "LIABILITIES") OF ANY PERSON OR ENTITY WHOMSOEVER, ARISING OUT OF, CAUSED BY, OR RESULTING FROM THE PERFORMANCE OF THE SERVICES OR ANY PART THEROF WHICH ARE CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT OR OMISSION OF SERVICE PROVIDER, ANYONE DIRECTLY EMPLOYED BY IT OR ANYONE WHOSE ACTS IT MAY BE LIABLE, EVEN IF IT IS CAUSE IN PART BY THE NEGLIGENCE OR OMISSON OF ANY INDEMNITEE, SO LONG AS IT IS NOT CAUSED BY THE SOLE

NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNITEE. IN THE EVENT MORE THAN ONE OF THE INDEMNITORS ARE CONNECTED WITH AN ACCIDENT OR OCCURRENCE COVERED BY THIS INDEMNIFICATION, THEN EACH OF SUCH INDEMNITORS SHALL BE JOINTLY AND SEVERALLY RESPONSIBLE TO THE INDEMNITEES FOR INDEMNIFICATION AND THE ULTIMATE RESPONSIBILITY AMONG SUCH INDEMNITORS FOR THE LOSS AND EXPENSE OF ANY SUCH INDEMNIFICATION SHALL BE SETTLED BY SEPARATE PROCEEDINGS AND WITHOUT JEAPORDY TO ANY INDEMNITEE. THE PROVISIONS OF THIS ARTICLE SHALL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATIONS OR RIGHT WHICH COUNTY OR ANY OTHER INDEMNITEES HAS BY LAW. THE INDEMNITIES CONTAINED HEREIN SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT FOR ANY REASON WHATSOEVER.

X.

Service Provider's Employees: Service Provider covenants and agrees that all personnel engaged shall be employees of Service Provider, and Service Provider shall pay all salaries, and all Social Security taxes, Federal and State Unemployment Insurance, Workers' Compensation Insurance and any similar taxes or expenses related to such employees, including but not limited to, license fees, insurance premiums and outfitting expenses. Service Provider shall be responsible for complying with all Federal, State and Local laws, ordinances and regulations regarding its employees, including all Occupational Safety and Health Administration regulations. Service Provider shall be responsible for the supervision, control and direction of the day-to-day activities of the personnel provided hereunder and shall provide close supervision on a continual basis.

XI.

Consideration and Compensation: Service Provider will be compensated based on a fixed sum for specific projects as defined in the SOW's and in accordance with the prices listed in the Price Sheet for FY26 marked as Exhibit "A," hereto. The not-to-exceed amount under this Agreement is **Nineteen Thousand Five Hundred Dollars ($19,500.00)** per fiscal year.

Pursuant to State Law ("Texas Prompt Payment Act") the payment terms are governed as follows:

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

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

As a minimum, invoices shall include:

a) Name, address, and telephone number of Service Provider and similar information in the event the payment is to be made to a different address
b) County Agreement, Purchase Order, and/or delivery order number
c) Identification of items or services as outlined in the Agreement
d) Quantity or quantities, applicable unit prices, total prices and total amounts
e) Any additional payment information which may be called for by the Agreement

Payment inquiries should be directed to the Williamson County Auditor's Office, Accounts Payable Department: accountspayable@wilco.org 512-943-1500

XII.

The County's Decision to Withhold Payment: The County may withhold a payment in whole or in part to the extent reasonably necessary to protect The County due to The County's determination that the work has not progressed to the point indicated in the Agreement documents or that the quality of work is not in accordance with the Agreement documents. The County may also withhold a payment or, because of subsequently discovered evidence, may nullify the whole or a part of any request for payment to such extent as may be necessary to protect The County from loss for which Service Provider is responsible, including loss resulting from acts and omissions, because of the following:

1. defective work not remedied;
2. reasonable evidence that the work cannot be completed for the unpaid balance of the Agreement sum;
3. damage to The County;
4. reasonable evidence that the work will not be completed within the Agreement time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
5. persistent failure to carry out the work in accordance with the Agreement documents.

XIII.

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

Company or otherwise acceptable to the County and name the County as an additional insured.

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

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

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

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

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

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

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

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 Texas or of the United States.

XIV.

Warranty: Service Provider warrants to The County that materials, workmanship and equipment furnished under this agreement will be of good quality and new unless otherwise required or permitted by The County, that the work will be free from defects not inherent in the quality required or permitted by law or otherwise, and that the work will conform to the requirements of the Agreement documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective.

XV.

Taxes: Service Provider shall pay all sales, consumer, use and similar taxes for the work provided by Service Provider which had been legally enacted on the date of the Agreement, whether or not yet effective or merely scheduled to go into effect.

XVI.

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

XVII.

No Assignment: Service Provider may not assign this Agreement.

XVIII.

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

IXX.

Confidentiality: Service Provider expressly agrees that they will not use any incidental confidential information they may obtain while being on governmental property for their own benefit and agrees that is will not enter unauthorized areas or access confidential information and will not disclose any information to unauthorized third parties and will take care to guard the security of the information at all times.

XX.

Termination: This agreement may be terminated at any time at the option of The County, without further or prospective liability for performance upon giving upon thirty (30) calendar day's written notice to thereof. In the event Williamson County exercises its right to terminate without cause, it is understood and agreed that only amounts due to Service Provider for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Williamson County's termination for convenience.

XXI.

Right of Funds: Despite the agreed upon method of payment set forth above, Service Provider agrees to return to Williamson County pro-rata portion of unearned funds distributed to Service Provider if (a) Service Provider's project progress is insufficient; (b) this Agreement is terminated for any reason; or (c) Service Provider fails in any other respect under this Agreement.

XXII.

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

XXIII.

Notice: Any notice required to be given under the terms of this AGREEMENT shall be effective if and when given in writing and mailed by certified mail to the addresses listed below or subsequently provided in writing:

WILLIAMSON COUNTY:
Williamson County Judge
710 Main Street, Suite 101
Georgetown, TX 78626

SERVICE PROVIDER
Straight Arrow Striping, LLC
530 River Down Road
Georgetown, TX 78628

XXIV.

Mediation: The parties agree to use non-binding mediation for dispute resolution prior to and formal legal action being taken on this Agreement.

XXV.

Appropriation of Funds by County: County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. Service Provider understands and agrees that the County's payment of amounts under this Agreement is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement.

Non-Appropriation and Fiscal Funding: The obligations of the Parties under this Agreement do not constitute a general obligation or indebtedness of either Party for which such Party is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that County shall have the

right to terminate this Agreement at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination at the end of its then-current fiscal year.

XXVI.

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

XXVII.

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

A. Straight Arrow Striping, LLC Price Sheet for FY26 marked as Exhibit "A,";
B. Insurance certificates evidencing coverages required herein above and
C. Any Amendments agreed to by both parties.

XXVIII.

Signature for the County: The presiding officer of Williamson County's governing body who is authorized to execute this instrument by order duly recorded may execute this Agreement on behalf of the County.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, that this Agreement shall be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:

_____
Authorized Signature

_____
County Judge/Presiding Officer

Dated: _____ _____, 20___

STRAIGHT ARROW STRIPING, LLC:

Mark Lee
Authorized Signature

Mark Hawkins
Printed Name

Dated: 09 18th, 20 25

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Sep 18 2025 Time: 4:57 pm

Reviewed by Contract Audit
Joel Brophy
Internal Audit Director
Williamson County Auditor's Office
Date: Sep 18 2025 Time: 3:42 pm

Exhibit "A"
Straight Arrow Striping, LLC Price Sheet for FY26

Straight Arrow Striping – Contract # 2026-017

Service Rates

This attachment shall be completed and returned with the Service Agreement 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, 2026 and with subsequent years' renewals.

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

Provided Services	FY 26 Service Rate (10/1/2025 – 9/30/2026)
1. Parking Stalls	
a. Re-striping	$10.00 per stall
a. New	$12.00 per stall
2. Fire Lane	$0.95 per linear foot
3. Hatch/Drive Lanes/ Misc Striping	$0.65 per linear foot
4. Arrows	$50 per unit
5. Wheel Stops	$150.00 per installed unit
6. Signage	
a. Small landscape sign	$400 per unit
b. TxDot	$950 per unit
7. Stencils	
a. Small	$15.00 per unit
b. Medium	$40.00 per unit
c. Large	$60.00 - $250.00 depending on stencil
8. Pressure Washing	$300.00 per hour
9. Seal Coating	$0.26 per square foot
10. Asphalt / Concrete Repair	N/A – price quoted on scope of work repairs
11. Thermoplastic Striping	$5,500 minimum – price varies based on scope of work repairs

Emergency Contact Personnel:	Matt
Business Hours Phone Number:	512-923-7223
After Hours/Emergency Phone Number:	512-923-7223
Email Address:	matt@straightarrowstriping.com

Materials - Remedial Repairs	
Materials not covered under scheduled service:	
*	Contractor may invoice for parts and materials on a cost-plus basis. The contactor may invoice at 25% markup.
**	Contractor may invoice for equipment rental on a cost-plus basis. The contactor may invoice at 25% markup.
***	Invoice(s) for work performed shall require a copy of the parts and materials receipt to be included when the total, including mark-up, exceeds $500.00.
****	Williamson County reserves the right to request from Contractor any documentation that reflects price for verification purposes.

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

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CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1365237

Date Filed:
09/18/2025

Date Acknowledged:

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

Straight Arrow Striping Texas
Georgetown, TX United States

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

Williamson County

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

2026-017
Parking lot/road striping and pressure washing

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

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

My addre[redacted]

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

Executed in Williamson County, State of Texas, on the 19th day of September, 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:
2025-1365237

Date Filed:
09/18/2025

Date Acknowledged:
09/22/2025

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

Straight Arrow Striping Texas
Georgetown, TX United States

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

Williamson County

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

2026-017
Parking lot/road striping and pressure washing

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Williamson County	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 **19.**

Meeting Date: 10/07/2025

Approval of County Addendum #2026-032 for OpenRoads Designer Subscription with Bentley System, Inc. 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 approving Addendum under contract #2026-032 with Bentley Systems, Inc. for OpenRoads Designer Select Subscription in the amount of $20,850.00, exempting this from the standard Williamson County Terms and Conditions, and authorizing execution of the agreement.

Background

OpenRoads Designer platform introduces a new 3D parametric modeling design environment providing capabilities for surveying, drainage, subsurface utilities, roadway design and site design. TxDOT has created the design templates and standards to be used for ORD software program, used by R&B. Both Contract Audit and General Counsel have reviewed Origination ticket# 3080. Funding source is 01.0200.0210.004505 and Departments point of contact is Jenifer Favreau. The vendor is publicly traded, therefore a Form 1295 is not required.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

County Addendum - Redacted

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	09/29/2025 08:21 PM
Form Started By: Fernando Ramirez		Started On: 09/22/2025 10:35 AM
Final Approval Date: 09/29/2025		

COUNTY ADDENDUM
FOR
BENTLEY SYSTEMS, INCORPORATED

(RQ Number: [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 COUNTY ADDENDUM FOR BENTLEY SYSTEMS, INCORPORATED (hereinafter, "Addendum") is made and entered into by and between **Williamson County, Texas** (hereinafter "County" or "Subscriber), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Bentley Systems, Incorporated** (hereinafter "Service Provider" or "Bentley"), both of which are referred to herein as the parties. Subject to the changes herein, the Parties have accepted the Service Provider Agreement referenced in Section I.A below ("Agreement"), and the following changes shall be incorporated as if part of the Agreement:

I.

Incorporated Documents: The Agreement, as modified by this Addendum, constitutes the entire agreement between the parties with respect to the subject matter of each Offering Document referencing such modified Agreement and may not be modified or amended other than by a written instrument executed by both parties. Offering Documents are agreed to in accordance with the terms of the SELECT Agreement. Documents expressly incorporated include the following:

A. Bentley's SELECT Program Agreement at https://www.bentley.com/legal/select-program-agreement/ (the "SELECT Agreement"); and
B. This Addendum.

II.

Prompt Payment Act: Payment for goods and services shall be governed by the SELECT Agreement. Section 8.7, Severability, of the General Terms of the SELECT Agreement shall apply to the extent of conflicts between the SELECT Agreement and Chapter 2251 of the Texas Government Code. Notwithstanding Section 2251.021 of such Code (which provides that an invoice shall be deemed overdue the 31st day after the later of (1) the date the 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), given the nature of the services to be provided under this Agreement, payment due dates shall be in accordance with the terms of the SELECT Agreement, including payment in advance where required by such terms, consistent with applicable published guidelines of the State of Texas Comptroller. 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 as of September 1, 2024 is 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.

III.

Tax Exemption: The Parties acknowledge that 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 represents it 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 Addendum shall be deemed to constitute a waiver of sovereign immunity or powers of the County, the Williamson County Commissioners Court, or the Williamson County Judge. Nothing in this Section IV shall be read to limit or override Bentley's rights and remedies available under applicable Texas law, including without limitation those provided by the Texas Tort Claims Act and Chapter 114 of the Texas Civil Practice and Remedies Code for breach of contract and exclusions to sovereign immunity.

V.

Right to Audit: This Section V shall be enforced only to the extent required by applicable Texas law. Service Provider agrees that the County or its duly authorized representatives, up to one (1) time per year until the expiration of three (3) years after final payment under this Addendum, may request by written notice, access to and the right to examine and photocopy any and all specified books, documents, papers and records of Service Provider (collectively, "materials") which are directly pertinent to the services performed under this Addendum for Subscriber, for the purposes of Subscriber making audits, examinations, excerpts, and transcriptions (collectively, "audits"). Audits shall be designed and carried out in a manner that is as narrow in scope and as minimally disruptive as possible to the normal business operation of Service Provider, and shall be conducted remotely unless otherwise required by applicable law. Audits shall exclude materials already in Service Provider's possession, that are publicly available, or that were previously provided by Service Provider to Subscriber in the course of ordinary business, in connection with a prior audit, or otherwise. Where an on-premise audit is mandated by applicable law, Service Provider agrees that the County shall have access only during normal working hours and only to Service Provider facilities which the applicable law requires the County to have access to. The County's written request shall give Service Provider at least ninety (90) days reasonable advance notice of intended audits. All materials provided or made available by Service Provider and audit reports and results are and shall remain Bentley Proprietary Information.

VI.

Texas Law Applicable: The Agreement shall be governed by and construed in accordance with the laws of the State of Texas. The state and federal courts in and for Williamson County, Texas shall be the exclusive venue for any dispute, controversy or claim between the parties arising under the Agreement.

VII.

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 Addendum on behalf of the County.

WITNESS the signatures of all parties in duplicate originals to be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:

_____
Authorized Signature

_____
County Judge/Presiding Officer

Date: _____, 20_____

BENTLEY SYSTEMS, INCORPORATED:

Ken MacArthur
Ken MacArthur (Sep 16, 2025 07:47:22 MDT)
Authorized Signature

Ken MacArthur
Printed Name and Title

Date: 09/16/2025

Renewal Quote

SELECT Agreement: [redacted]
RQ Number:
Customer ID:
Expiration Date:
Pages: 1 / 3

30 April 2025

Williamson County Road and Bridge
Unified Road System
Attn: Accounts Payable
3151 S. E. Inner Loop, Suite B
GEORGETOWN TX 78626-6343
USA
Tel No: +1 (512) 943-3330-3330-3330

Dear Sir/Madam,

Our records show that your current Bentley SELECT Agreement is due for renewal on 01 October 2025. We are very pleased that you have chosen Bentley as your technology partner and trust you have enjoyed the benefits of the program. We look forward to strengthening our relationship with your organization and continuing to sustain the productivity of your people, software and information.

Subscription Period: 01 October 2025 - 30 September 2026
Billing Frequency: Annual
Payment Terms: Net 30 Days

By signing this Renewal Advice Summary, you agree that your SELECT Program subscription shall be governed by the SELECT Program Agreement, the terms and conditions of which can be found at https://www.bentley.com/legal/select-program-agreement.

Renewal Total Value: 20,850.00**
Currency: USD

☐ Please bill against PO #_____

NOTE: If you have not specified that you would like to be billed against a PO by ticking the box above and providing a PO#, you agree to be invoiced based on this signed quote.

If you would like us to bill this quote against a Purchase Order, please indicate the purchase order number above and attach a copy with your acceptance of this quote. Any additional or different terms or conditions appearing on your purchase order, even if Bentley acknowledges such terms and conditions, shall not be binding on the parties unless both parties agree in a separate written agreement.

_____
(Subscriber's Signature)

_____
(Subscriber's Name)

_____
(Title)

_____
(Date)

**Prices shown on this quotation are excluding taxes. Applicable taxes will be included on invoices.

Bentley Systems, Incorporated 685 Stockton Drive, Exton, PA 19341
Phone: 1-800-Bentley (1-800-236-8539) Fax: +1 (610) 458 2779
Website: www.bentley.com E-mail: bac@bentley.com

Renewal Quote

SELECT Agreement: [redacted]
RQ Number:
Customer ID:
Expiration Date:
Pages: 2 / 3

Bill-to: Williamson County Road and Bridge
Unified Road System
Attn: Accounts Payable
3151 S. E. Inner Loop, Suite B
GEORGETOWN TX 78626-6343
USA

Tel No: +1 (512) 943-3330-3330-3330
Fax No:

Site: Williamson County Road and Bridge , 3151 S. E. Inner Loop, Suite B GEORGETOWN , TX 78626-6343 , USA

Part No	Description	Quantity	Unit Pricing	Discount/ Surcharge	Total
12662	OpenRoads Designer SELECT Subscription	6	3,475.00		20,850.00
10381	Open Access License Subscription	1	0.00		0.00
				Amount Due:	**20,850.00**
				Currency	**USD**

Renewal Quote

SELECT Agreement: [redacted]
RQ Number:
Customer ID:
Expiration Date:
Pages: 3 / 3

By continuing your SELECT subscription, you benefit from a comprehensive program for the support of your Bentley applications. Your Bentley SELECT agreement is our commitment to continue to provide you and your organization with the highest levels of service. SELECT provides you with the flexibility you need to adapt to changing project requirements while keeping expenditures under control. Renewal of Bentley SELECT will ensure continuity of your following benefits:

- Flexible Licensing Options, including annual portfolio balancing, pooled licensing and Term Licenses To learn more about term licenses and how your usage is calculated,please visit our Term License information.
- 24/7/365 Support
- Anytime Software Upgrades
- Adaptive Learning Services: Users master use of Bentley applications through personalized, contextual learning delivered in application via CONNECTION Client.

Please do not hesitate to contact your Bentley representative Rhonda Buck or file a Service request here if you have any inquiries or require any assistance.

Sincerely,

Rhonda Buck
Tel: +1 (610) 458-5000
Fax:
E-mail: RHONDA.BUCK@BENTLEY.COM

Export Control:

You acknowledge that these commodities, technology or software are subject to the export control laws, rules, regulations, restrictions and national security controls of the United States and other agencies or authorities based outside of the United States (the "Export Controls").

You must not export, re-export or transfer, whether directly or indirectly, the commodities, technology or software, or any portion thereof, or any system containing such commodities, technology or software or portion thereof, without first complying strictly and fully with all Export Controls that may be imposed on them.

The countries subject to restriction by action of the United States Government or any other governmental agency or authority based outside of the United States, are subject to change, and it is your responsibility to comply with the applicable United States Government requirements, or those of any other governmental agency or authority based outside of the United States, as they may be amended from time to time. For additional information, see http://www.bis.doc.gov

WILCO Addendum referencing Quote number

Final Audit Report 2025-09-16

Created:	2025-09-16
By:	Rhonda Buck (rhonda.buck@bentley.com)
Status:	Signed
Transaction ID:	[redacted]

"WILCO Addendum referencing Quote number" History

Document created by Rhonda Buck (rhonda.buck@bentley.com)
2025-09-16 - 1:24:11 PM GMT- IP address: [redacted]

Document emailed to ken.macarthur@bentley.com for signature
2025-09-16 - 1:25:38 PM GMT

Email viewed by ken.macarthur@bentley.com
2025-09-16 - 1:46:45 PM GMT- IP address: [redacted]

Signer ken.macarthur@bentley.com entered name at signing as Ken MacArthur
2025-09-16 - 1:47:20 PM GMT- IP address: [redacted]

Document e-signed by Ken MacArthur (ken.macarthur@bentley.com)
Signature Date: 2025-09-16 - 1:47:22 PM GMT - Time Source: server- IP address: [redacted]

Agreement completed.
2025-09-16 - 1:47:22 PM GMT

Commissioners Court - Regular Session **20.**

Meeting Date: 10/07/2025

DCCM 25RFSQ35 WA1 Utility for Non-Capital Improv Projects

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

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Work Authorization No 1 in the amount of $50,000.00 to expire on December 31, 2026 under Williamson County Contract for Engineering Services between DCCM and Williamson County dated August 5, 2025 for On Call Utility Coordination and Relocation for All Williamson County Road and Bridge Non-Capital Improvement Projects. Funding source: 01.0200.0210.004100.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

DCCM 25RFSQ35 WA1 Utility for Non-Capital Improv Projects

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	09/26/2025 02:34 PM
County Judge Exec Asst.	Andrea Schiele	09/26/2025 03:59 PM
Form Started By: Vicky Edwards		Started On: 09/26/2025 01:38 PM
Final Approval Date: 09/26/2025		

WORK AUTHORIZATION NO. 1

PROJECT: On Call Utility Coordination and Relocation for All Williamson County Road and Bridge Non- Capital Improvement Projects

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated **August 5, 2025** and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **DCCM** (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 **$50,000.00.**

Part 3. Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on **December 31, 2026**. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Engineer understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

Part 7. This Work Authorization is hereby accepted and acknowledged below.

EXECUTED this _____ day of _____, 2025.

ENGINEER:	COUNTY:
DCCM	Williamson County, Texas
By: Youssef	By:
Signature	Signature
Youssef Laham	Steve Snell
Printed Name	Printed Name
President	Williamson County Judge
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

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 coordination and engineering services for the Williamson County Road and Bridge, On Call Non-Capital Improvement 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

Scope of Services provided by DCCM (the ***Utility Coordinator***), involves utility coordination and engineering services in Williamson County, Texas, (the County) for Williamson County Road and Bridge as described below:

This scope includes the following major tasks:

1. UTILITY PROGRAM MANAGEMENT
2. PROJECT MANAGEMENT AND COORDINATION
3. UTILITY ADJUSTMENT COORDINATION
4. SUBSURFACE UTILITY ENGINEERING (SUE)
5. UTILITY ENGINEERING
6. UTILITY DESIGN – Not to be used
7. UTILITY PLANNING & RESEARCH
8. FIELD SURVEYING – Not to be used
9. RIGHT-OF-WAY (ROW) COORDINATION

1. UTILITY PROGRAM MANAGEMENT.

1.1. The ***Utility Coordinator***, in association with the County and its Designated Representatives, will be responsible for the Utility Program Management for all assigned County Projects.

1.2. The ***Utility Coordinator*** will provide Utility Program Management services during any one, or combination, of the following phases of a project: Planning, Design, and/or Construction.

1.3. Annual Utility Meeting. The ***Utility Coordinator***, in association with the County and its Designated Representative, will conduct an annual Utility Meeting with all Utility Representatives within the County to outline the projects anticipated for design and/or construction during that Fiscal Year, upon request. The ***Utility Coordinator*** will send out a quarterly email update to all Utility Representatives that reflect any changes that have occurred in the project list since the Annual Utility Meeting.

1.4. Utility Agreements. The ***Utility Coordinator***, in association with the County and its Designated Representatives, will review and update all Utility Agreements of the County's Road and Bridge and associated attachments on an annual basis, or as needed.

2. PROJECT MANAGEMENT AND COORDINATION.

2.1. The ***Utility Coordinator***, in association with the County and its Designated

Representatives, will be responsible for managing, directing, and/or coordinating all activities associated with utility coordination for all assigned projects.

The ***Utility Coordinator***'s Project Manager is:
Ms. Erica Keltner, P.E.
DCCM
2401 Double Creek Drive, Suite 200
Round Rock, Texas 78664
Telephone: 512-661-8875

The ***Utility Coordinator***'s Managing Director of Utility Engineering & Coordination is:
Ms. Raven Payour
DCCM
2401 Double Creek Drive, Suite 200
Round Rock, Texas 78664
Telephone: 832-286-3963

2.2. Project Quality Assurance / Quality Control (QA/QC). The ***Utility Coordinator*** will provide internal and comprehensive quality assurance/quality control reviews throughout the Project development to appraise design, technical and business performance and provide real-time direction and objective solutions. All reports, agreements, and supporting documents, ("utility coordination work products") submitted to the County shall undergo QC reviews prior to submittal. A project manager/engineer will perform the QA/QC function. All QA/QC support documents will be provided with each submittal and uploaded to design project folder in ProjectWise. A copy of the ***Utility Coordinator***'s QA/QC Manual will be provided to the County and its Designated Representative.

2.3. Utility Status Report. The ***Utility Coordinator*** will create and maintain a utility status report on all assigned projects and submit on a weekly basis. The status report will include, at a minimum:

2.3.1. Project with Limits
2.3.2. Roadway Design Engineer
2.3.3. Roadway Design Status
2.3.4. Roadway Construction Advertisement Date
2.3.5. Utility Owners within Project
2.3.6. Utility Design Status
2.3.7. Utility Agreement or Permit Status
2.3.8. Utility Relocation Status (color coded)
2.3.9 Parcel Status
2.3.10 Williamson County Utility Cost
2.3.11 Utility Billing Status

2.4. Weekly Project Status Meetings. The ***Utility Coordinator*** will participate in weekly project status meetings with the County and its Designated Representatives.

2.5. Project Documentation. The ***Utility Coordinator*** will document all attachments and files sent to utilities and will upload all project related documents including, but not limited to, utility as-builts, utility conflict tracker spreadsheets, utility conflict strip maps at design milestone (i.e., schematic, 30%, 60%, 90%, etc.), utility agreement packages, meeting minutes, phone call records, Utility Certifications, etc. in designated project folders in ProjectWise, or other approved County documentation system.

3. UTILITY ADJUSTMENT COORDINATION

Utility Adjustment Coordination activities include, but are not limited to, meeting and contact with utilities on the project, initial project notifications, providing progress reports, preparation of contact lists, preparation of master utility agreements, assistance with permits, reviewing conflicts between the utilities and the Project, resolutions of utility conflicts, creating a utility tracking report, review of the proposed utility adjustments, and recommending the proposed locations of the utility adjustments. The above list of services is general in nature and should not be considered inclusive to the ***Utility Coordinator****'s* responsibilities, as listed in the following scope.

3.1. ***Utility Coordinator*** shall perform utility coordination and liaison activities with involved utility owners, their consultants, Designated Representative, and the County to achieve timely project notifications, formal coordination meetings, conflict analysis and resolution.

3.2. ***Utility Coordinator*** shall coordinate all activities with the County and/or Designated Representative to facilitate the orderly progress and timely completion of the utility coordination phase. The ***Utility Coordinator*** will be responsible for the following:

3.2.1. Initial Project Meeting Attend an initial meeting with county or designated representative, after on-site inspection (when appropriate), to ensure familiarity with existing conditions, governing utility criteria for the project, project requirements or concerns and/or critical deadlines. The ***Utility Coordinator*** will prepare a written report of the meeting.

3.2.2 Project Notifications: Prepare written notification letters at each design milestone, (i.e., schematic, 30%, 60%, 90%, etc.) with associated project information and files, and send to Utility Representatives.

3.2.3. Group & Individual Meetings with Utility Companies, as required, to facilitate utility conflict identification and resolution.

3.2.3.1. Establish contact with existing Utility Companies within and adjacent to the Project and set up utility coordination meetings to discuss concepts and options for conflict mitigation or relocation construction.

3.2.3.2. Schedule and conduct design milestone utility meetings and include the roadway designer (Kick-Off and 60% Design Milestone group meetings, at a minimum).

3.2.4. External Communications: The ***Utility Coordinator*** will coordinate all activities with the County, Designated Representative, County contracted design firms, County utility providers, or other contractors or representatives, asauthorized by the County or Designated Representative. The ***Utility Coordinator*** will also provide

copies of reports, correspondence and other documentation of work-related communications between the ***Utility Coordinator***, utility owners and other outside entities when requested by the County.

3.3. The ***Utility Coordinator*** shall determine which utilities will conflict with proposed construction and make the utility company aware of these conflicts based on governing utility criteria established in Initial Project Meeting. The ***Utility Coordinator*** shall assist the utility companies in the preparation of required agreements associated with the funding of adjustments and the occupation of public right of way.

3.4. Utility Agreement Assemblies: A packaged agreement consisting of (if Applicable) a Standard Utility Adjustment Agreement along with the following attachments, Attachment "A" Plans, Specifications, and Estimated Cost, Attachment "B" Utility's Schedule of Work and Estimated Date of Completion, Attachment "C" Eligibility Ratio, Attachment "D" Betterment Calculation and Estimates, Attachment "E" Proof of Property Interest, Quitclaim, Joint-Use Agreement and/or Permit, and Field Notes for quitclaim portion of easement.

3.4.1. The ***Utility Coordinator***, in coordination with the County and its Designated Representative, shall determine the appropriate forms to be used on each assigned project and which utilities will be installed by "Agreement", by "Permit", or by "ILA". The ***Utility Coordinator*** shall review and process all agreement and permit requests and forward to the County or its Designated Representative or TxDOT if the project is on-system project for final approval.

3.4.2. Utility Agreements: If a utility is located within an easement, the ***Utility Coordinator*** shall determine whether a compensable interest exists and the owner's degree of eligibility. The ***Utility Coordinator*** shall assist the utility company with adjustment plans and cost estimate for these adjustments. The ***Utility Coordinator*** shall review plans to ensure compliance with the County Utility Design Criteria Guidelines or governing agency utility criteria, if applicable, and to ensure that the proposed adjustments will not conflict with roadway construction. The ***Utility Coordinator*** will submit 4 original Standard Utility Agreement packages along with attachments to the County or its Designated Representative by letter recommending approval.

3.4.3. Non-Reimbursable Utility Adjustments. The ***Utility Coordinator*** will furnish the appropriate Utility Installation Permit form to the utility company and assist them with adjustment plan preparation. The ***Utility Coordinator*** shall review plans to ensure compliance with the County Utility Design Criteria Guidelines or the governing agency utility criteria, if applicable, and to ensure thatthe proposal will not conflict with roadway construction. The ***Utility Coordinator*** will submit the permit to the County or its Designated Representative by letter recommending approval.

3.4.4. Interlocal Agreements (ILA): If it is determined that the utility will be adjusted as part of the roadway contract, the County or its Designated Representative shall be notified immediately. The ***Utility Coordinator*** shall determine what funding amount is required based upon the applicable betterment or eligibility ratio and

provide that information to the County and its Designated Representative. The County or its designated representative will negotiate and secure the ILA with each respective Utility Owner. A copy of the final ILA will be provided to the ***Utility Coordinator*** upon execution.

3.5. Utility Tracking Reports. The ***Utility Coordinator*** will prepare and maintain a utility tracking report for each assigned project. The tracking report must be in an Excel spreadsheet format and will be updated monthly. The utility tracking report will include the following:

3.5.1. Utility Owner and Contact Information
3.5.2. Meetings and Written Notifications
3.5.3. Agreement Information
3.5.4. Utility Billings

3.6. Utility Billings. The ***Utility Coordinator*** will receive and review all invoices sent by reimbursable utilities for accuracy and compliance with the executed utility agreements and as per Williamson County Vendor Policy. If needed, the ***Utility Coordinator*** will request any missing documentation required to support the invoice from the Utility Owner. After five (5) business days, the ***Utility Coordinator*** will process the invoice with the documentation provided, even as a short pay, until all support documentation is secured. The invoice submittal will include all supporting documentation received to date, recommendation for payment, partial payment form and a payment summary and will be forwarded to the County or its Designated Representative for approval and payment.

3.7. Utility Certification/Special Provisions: The ***Utility Coordinator****'s* Project Manager or P.E. shall submit upon request from the County, a Utility Clearance Certification. Utility Clearance Certification will certify that utilities are clear for roadway construction. However, if the utility adjustments are not complete prior to roadway project letting, a letter will be required outlining all outstanding utility conflicts and their effects on roadway construction.

4. SUBSURFACE UTILITY ENGINEERING.

Utility Engineering Investigation

Utility engineering investigation includes utility investigations subsurface and above ground prepared in accordance with ASCE/CI Standard 38- 02 and AASHTO Standards.

[(http://www.fhwa.dot.gov/programadmin/asce.cfm)] and Utility Quality Levels.

A. Utility Quality Levels (QL) Utility Quality Levels are defined in cumulative order (least to greatest) as follows:

1. Quality Level D - Quality level value assigned to a utility segment or utility feature after a review and compilation of data sources such as existing records, oral recollections, One-Call markings, and data repositories.

2. Quality Level C - Quality level value assigned to a utility segment or utility feature after surveying aboveground (i.e., visible) utility features and using professional judgement to

correlate the surveyed locations of these features with those from existing utility records.

3. Quality Level B - Designate: Quality level value assigned to a utility segment or subsurface utility feature whose existence and position is based upon appropriate surface geophysical methods combined with professional judgment and whose location is tied to the project survey datum. Horizontal accuracy of Designated Utilities is 18" (including survey tolerances) unless otherwise indicated for a specific segment of the deliverable. Quality Level B incorporates quality levels C and D information. A composite plot is created.

4. Quality Level A – Quality level value assigned to a portion (x, y, and z geometry) of a point of a subsurface utility feature that is directly exposed, measured, and whose location and dimensions are tied to the project survey datum. Other measurable, observable, and judged utility attributes are also recorded (per District Best Practices). The utility location must be tied to the project survey datum with an accuracy of 0.1 feet (30-mm) vertical and to 0.2 feet (60-mm) horizontal. As test holes may be requested up front or during the project, test holes done prior to completion of QL D, C, or B deliverables must be symbolized on the QL B deliverable with a call out indicating test holes number. This is in addition to and not in lieu of the test hole.

B. Utility Investigations Methodology

1. Utility Investigation Quality Level D The Engineer shall:
    a. Perform records research from all available resources. Sources include, but are not limited to: Texas811, Railroad Commission of Texas (Texas RRC), verbal recollection, as- built information from plans, plats, permits and any other applicable information provided by the utility owners or other stakeholders.
    b. Document utility owners and contact information.
    c. Create a utility drawing of information gathered.

2. Utility Investigation Quality Level C The Engineer shall:

    a. In combination with existing Quality Level D information, utilize surveyed above-ground utility features and professional judgement to upgrade Quality Level D information to Quality Level C. For those utilities unable to be upgraded, retain as Quality Level D.
    b. Overhead utilities information must be gathered and depicted. Sag elevations of lowest utility must be documented at road crossings, per best practices document.
    c. Storm and sanitary sewer information must be gathered from Level D and upgraded to Level C as possible, unless otherwise directed by the county.
    d. Mapping of underground vaults may be requested by the county.
    e. Create composite utility drawing of information gathered.

Based on the review of existing utilities and proposed roadway design, bridge design, drainage design, and other potential conflicts for utilities, the ***Utility Coordinator*** will recommend required test holes after completion of 60% conflict assessment. The ***Utility Coordinator*** will coordinate with the appropriate Utility Owner to utilize internal work forces

to perform required test holes for verification of its facilities.

If requested, the ***Utility Coordinator*** will coordinate with the County and/or its Designated Representative to provide the required test holes. A sketch of the area to be included for the proposed test hole locations "Level A" will be provided prior to the start of the work and must

be approved by the County and/or its Designated Representative. The County or its Designated Representative will provide comments or approval of test hole plan within five (5) business days.

4.1. Subsurface Utility Designate Service (Quality Level B). Designate means to indicate the horizontal location of underground utilities by the application and interpretation of appropriate non-destructive surface geophysical techniques and reference to established survey control. Designate (Quality Level B) Services are inclusive of Quality Levels C and D. The ***Utility Coordinator*** shall:

4.1.1. As requested by the County, compile "As Built" information from plans, plats and other location data as provided by the utility owners.

4.1.2. Coordinate with utility owner when utility owner's policy is to designate their own facilities at no cost for preliminary survey purposes. The ***Utility Coordinator*** will examine utility owner's work toensure accuracy and completeness.

4.1.3. Designate, record and mark the horizontal location of the existing utility facilities and their service laterals to existing buildings using non-destructive surface geophysical techniques. No storm sewer facilities are to be designated unless authorized by the County. Anon-water base paint, utilizing the APWA color code scheme, must be used on all surface markings of underground utilities.

4.1.4. Correlate utility owner records with designating data and resolve discrepancies using professional judgment. A color-coded composite utility facility plan with utility owner names, quality levels, line sizes and subsurface utility locate(test hole) locations, if applicable will be prepared and delivered to the County or its Designated Representative. It is understood by both the ***Utility Coordinator*** and the County that the line sizes of designated utility facilities detailed on the deliverable are from the best available records and that an actual line size is normally determined from a test hole vacuum excavation. A note must be placed on the designate deliverable only that states "lines sizes are from best available records". All above ground appurtenance locations must be included in the deliverable to the County. This information will be provided in Microstation, Geopak or other applicable County/County's Design Consultant CADD system. The electronic file will be uploaded to Project Wise. A hard copy is required and must be sealed and dated by the ***Utility Coordinator***. When requested by the County or its Designated Representative, the designated utility information must be over laid onthe County design plans.

4.1.5. Determine and inform the County of the approximate utility depths at critical locations as determined by the County or its Designated Representative. This depth indication is understood by both the ***Utility Coordinator*** and the County and its Designated Representative to be approximate only.

4.1.6. Clearly identify all utilities that were discovered from quality levels C and D investigation but cannot be depicted in quality level B standards. These utilities must have a unique line style and symbology in the designate (Quality Level B) deliverable.

4.2. Subsurface Utility Locate (Test Hole) Service (Quality Level A). Locate means to obtain precise horizontal and vertical position, material type, condition, size and other data that may be obtainable about the utility facility and its surrounding environment through exposure by nondestructive excavation techniques that ensures the integrity of the utility facility. All

test holes will be tied to project survey control provided by the County or its Designated Representative.

Subsurface Utility Locate (Test Hole) Services (Quality Level A) are inclusive of Quality Levels B, C, and D. The ***Utility Coordinator*** shall:

4.2.1. Review requested test hole locations and advise the County and/or its Designated Representative in the development of an appropriate locate (test hole) work plan relative to the existing utility infrastructure and proposed highway design elements.

4.2.2. Coordinate with utility owner inspectors as may be required by law or utility owner policy

4.2.3. Neatly cut and remove existing pavement material, such that the cut not exceed 1 square foot unless unusual circumstances exist.

4.2.4. Measure and record the following data, as required, on an appropriately formatted test hole data sheet and upload to design project folder in ProjectWise.

4.2.4.1. Elevation of top and/or bottom of utility tied to the datum of the furnished plan.

4.2.4.2 Identify a minimum of two benchmarks utilized. Elevations shall be within an accuracy of 0.05 feet of utilized benchmarks.

4.2.4.3. Elevation of existing grade over utility at test hole location.

4.2.4.4. Horizontal location referenced to project coordinate datum.

4.2.4.5. Outside diameter of pipe or width of duct banks and configuration of non-encased multi-conduit systems.

4.2.4.6. Utility facility material(s).

4.2.4.7. Utility facility condition.

4.2.4.8. Pavement thickness and type.

4.2.4.9. Coating/Wrapping information and condition.

4.2.4.10. Unusual circumstances or field conditions.

4.2.4.11. Excavate test holes in such a manner as to prevent any damage to wrappings, coatings, cathodic protection or other protective coverings and features.

4.2.5. Be responsible for any damage to the utility during the locating process. In the event of damage, the ***Utility Coordinator*** shall stop work, notify the appropriate utility facility owner, the County, Designated Representative and appropriate regulatory agencies. The regulatory agencies include but are not limited to the Texas Railroad Commission and the Texas Commission on Environmental Quality. The ***Utility Coordinator*** will not resume work until the utility facility owner has determined the corrective action to be taken. The ***Utility Coordinator*** shall be liable for all costs involved in the repair or replacement of the utility facility.

4.2.5.1. Backfill all excavations with appropriate material, compact backfill by mechanical means and restore pavement and surface material. The ***Utility Coordinator*** shall be responsible for the integrity of the backfill and surface restoration for a period of three (3) years.

4.2.5.2 Provide complete restoration of work site and landscape to equal or better condition than before excavation. If a work site and landscape is not

appropriately restored, the ***Utility Coordinator*** shall return to correct the condition at no extra charge to the County.

4.2.5.3. Plot utility location position information to scale and provide an updated Utility Layout. This information will be provided in PDF, Microstation or other CADD System format used by the County.

4.3. Ground Penetrating Radar. Subsurface utility investigation using Ground Penetrating Radar (GPR) can be provided in locations where conventional electromagnetic pipe and cable locators are not successful, dependent on soil conditions. A typical example of this would be when non-conductive utility features require investigation (i.e., PVC water line without trace wires). Soil conditions in Williamson County are not ideal for GPR use, but it has been used successfully in certain areas to assist with utility designating.

4.3.1. GPR services include providing physical designation of horizontal locations of the subject utility line that is then surveyed to project control.

4.3.2. GPR data does not provide vertical locations to the standard required for design purposes.

4.3.3. Post processing of GPR data and submittal of GPR image files are not included in this scope.

5. UTILITY ENGINEERING.

Utility Engineering includes the identificationof utility conflicts, coordination and resolution of utility conflicts, preparation of utility layouts and exhibits, review of utility relocation plans and estimates, and assisting in the utility adjustment coordination effort. The ***Utility Coordinator*** shall coordinate all activities with the County and/or Designated Representative to facilitate the orderly progress and timely completion of the utility coordination phase. Coordination of utility engineering activities includes:

5.1. Utility Layout: The ***Utility Coordinator*** shall maintain a utility layout in the latest version of Microstation V8 or AutoCAD. This layout shall include all existing utilities which are to remain in place, be relocated, or be abandoned. This layout will be utilized to confirm and evaluate alternatives. The ***Utility Coordinator's*** Project Manager or registered

Professional Engineer (P.E.) will utilize the layout of existing utilities and determine the following:

5.1.1. Facilities in conflict with the proposed project that are to berelocated.

5.1.2. Facilities to be abandoned inplace.

5.1.3. Facilities to remain in service and in place.

5.1.4. As partof the QA/QC process, the ***Utility Coordinator's*** Project Manager or P.E. shall make reasonable effort, per industry standards, for identifying all utilities and conflicts within the project corridor. In the event there are any unidentified utilities discovered during the project which will require relocation, the ***Utility Coordinator*** shall notify the County and/or its Designated Representative immediately upon discovery.

5.2. Conflict Assessment. The ***Utility Coordinator*** will utilize the Utility Layout and prepare a Utility Conflict Matrix that summarizes the list of utility conflicts by owner, conflict type and station limits. This conflict assessment will be forwarded to the utility owners within the

project limits, along with the Utility Layout, within a two (2) week turnaround from received design milestone submittal. The utility layout and conflict matrix will be sent with written notification to all utility owners and uploaded to ProjectWise.

5.2.1. The ***Utility Coordinator*** will secure the latest version of the Road and Bridge's electronic file release waiver from each utility requesting electronic design files. Upon approval of release form by the County or its Designated Representative, the ***Utility Coordinator*** will provide therequested files tothe utility and upload a*.zip file of the submittal to ProjectWise.

5.3. Group & Individual Meetings with Utility Companies, as required, to facilitate utility conflict identification and resolution.

5.3.1. Establish contact with existing Utility Companies within and adjacent to the Project and set up utility coordination meetings to discuss concepts and options for construction.

5.3.2. Set agenda and sign-in sheet for all coordination meetings.

5.3.3. Evaluate alternatives in the adjustment of utilities balancing the needs of both the County and the Utility.

5.3.4. Establish and promote the desired agenda and methodologies for utility construction within theproject.

5.3.3 Provide meeting minutes within five (5) business days to all attendees.

5.4. Proposed Utility Corridor Typical Section. The ***Utility Coordinator*** will prepare a Proposed Utility Corridor Typical Section in the latest version of Microstation or AutoCAD, as needed, when cross sections are made available by the design engineer. The Proposed Utility Corridor Typical Section will be presented at the 60% Design Milestone Meeting for review and concurrence by utility owners. The section will help identify and establish sequence of construction for all utility relocation work, whether it is included as a part of the Project construction or not. The section will incorporate the following information:

5.4.1. Existing and proposed utility alignments in cross-sectionalview

5.4.2. Existing and proposed roadway features in cross-sectional view

5.4.3. Identify which utilities will be built as part of the contract

5.4.4. Identify which facilities will be relocated prior to construction

5.5. Review of Utility's Proposed Adjustments

5.5.1. Evaluate Alternatives: The ***Utility Coordinator*** will evaluate relocation plans and consider alternatives in the adjustment of utilities that balances the needs of both the County and the Utility.

5.5.2. Review Estimates and Schedules: The ***Utility Coordinator*** will review the utility adjustment estimates for reasonableness of cost and the timely scheduling of the adjustment.

5.5.3. Review Plans to confirm all conflict locations have been addressed and relocations comply with County Utility Design Criteria Guidelines or governing agency utility criteria, ifapplicable. Theresponsibilityforquality andaccuracy of Utility adjustment plans will remain with the Utility Company.

5.5.4. Review Traffic Control Plans. The ***Utility Coordinator*** shall ensure traffic control

plans meet with the regulations of the most recent edition of the "Texas Manual on Uniform Traffic Control Devices". The ***Utility Coordinator*** must coordinate approval from the County or its Designated Representative concerning the proposed method of handling traffic prior to allowing commencement of work.

6. UTILITY DESIGN. – NOT TO BE USED

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.

6.1. The ***Engineer*** shall develop PS&E and special details to accommodate or adjust utilities, including but not limited to fiber optic, communications, gas, water or wastewater. Prior to developing any special utility detail or PS&E set, the ***Engineer*** shall notify the County and its Designated Representative in writing regarding each utility conflict that may require an accommodation. As directed by the County or its Designated Representative, the ***Engineer*** shall coordinate with each utility to develop each PS&E package and special details. The ***Engineer*** shall develop each utility detail or PS&E package in compliance with the County or governing agency guidelines.

6.2. The ***Engineer*** shall prepare General Notes and shall provide a list of governing specifications and special provisions. The ***Engineer*** shall prepare each plan sheet, detail sheet, special specification, special provision, and special note required to incorporate the utility designs into the County's plans. If necessary, the ***Engineer*** shall provide any required Utility Certifications. The ***Engineer*** shall prepare a Construction Time Determination schedule for each utility relocation design required to incorporate into the County's construction schedule.

6.3. The ***Engineer*** shall provide quantities for construction bid items, as well as estimate of probable costs, starting at the 60% design submittal.

6.4. The *Engineer* should submit plans at each respective design milestone to the Utility Owner, the ***Utility Coordinator*** and the County or Designated Representative for review. The ***Utility Coordinator*** and the County or Designated Representative shall provide written comments on the plan submittal within five (5) business days from receipt.

6.5. The ***Engineer*** cannot perform utility design if that individual had a role in utility coordination on the project.

7. UTILITY PLANNING AND RESEARCH.

Planning services consist of performing research, identifying potential conflicts and preparing estimates of the costs of utility avoidance, protection, and/or relocation toassist with the development of the County's Road and Bridge. Utility data collection will be based on information provided on proposed projects, from schematic or conceptual-level design drawings to project location with scope of proposed improvements. Research — Utility Data Collection

(Planning) services include:

7.1. Initial Project Meeting. The ***Utility Coordinator*** will meet with the County or its Designated Representative to obtain project information and establish communication and documentation requirements.

7.2. Utility Data Collection. The ***Utility Coordinator*** will research records of properties and utilities within the estimated limits of the project area and:
- 7.2.1. Identify all utility service providers within the project area
- 7.2.2. Determine the existence and approximate location of utilities and easement.
- 7.2.3. Perform a visual inspection of the project area on-site and/or using available GIS map, aerial photography, and utility records to identify conflicts.

7.3. Evaluation of Utility Data. The ***Utility Coordinator*** will summarize utility conflicts and relocation responsibilities, cost estimates, and alternatives for the proposed project
- 7.3.1. Utilities within easement (compensable interest):
  - 7.3.1.1. Present and discuss alternatives with the County and its Designated Representative for redesign options to avoid utility relocations or to minimize utility relocation costs.
  - 7.3.1.2. Provide utility relocation cost estimates for those utilities that will have to be relocated or require additional protection measures to remain in place.
- 7.3.2. Utilities within existing right-of-way:
  - 7.3.2.1. Present and discuss alternatives with the County and its Designated Representative for utility relocation options, including redesign.
  - 7.3.2.2. Obtain utility service providers' relocation policies and procedures and estimated duration for completing relocation design and construction.

7.4. Summary Report. The ***Utility Coordinator*** will prepare a summary report of all utility documentation and findings obtained and developed and provide copies to the County and its Designated Representative upon completion of the research.

8. FIELD SURVEYING. – NOT TO BE USED

The ***Utility Coordinator*** will provide field surveying, at the request of the County or its Designated Representative, to assist in utility coordination during any phase of a County Project —planning, design, and/or construction. The ***Utility Coordinator*** will only provide such services to the County when requested and authorized in writing. Field surveying services include, but are not limited to:

8.1. Metes and Bounds Descriptions. The ***Surveyor*** will prepare metes and bounds descriptions and exhibits for utility easements, as requested and authorized by the County and/or its Designated Representatives.

8.2. Right-of-Way (ROW) Staking. The ***Surveyor*** will provide ROW staking services for Utility Relocations, as requested and authorized by the County and/or its Designated Representatives.

8.3. Utility Relocation Verification. The ***Surveyor*** can provide survey of utility relocations at critical locations, as requested and authorized by the County and/or its Designated Representatives.

9. RIGHT-OF-WAY (ROW) COORDINATION.

The ***Utility Coordinator*** will coordinate with the County or its Designated Representative regarding right-of-way and easement acquisitions for each project assigned. This coordination will include, but is not limited to:

9.1. Status of utility easement acquisitions

9.2. Clearance of structures for utility relocations as a part of ROW acquisition

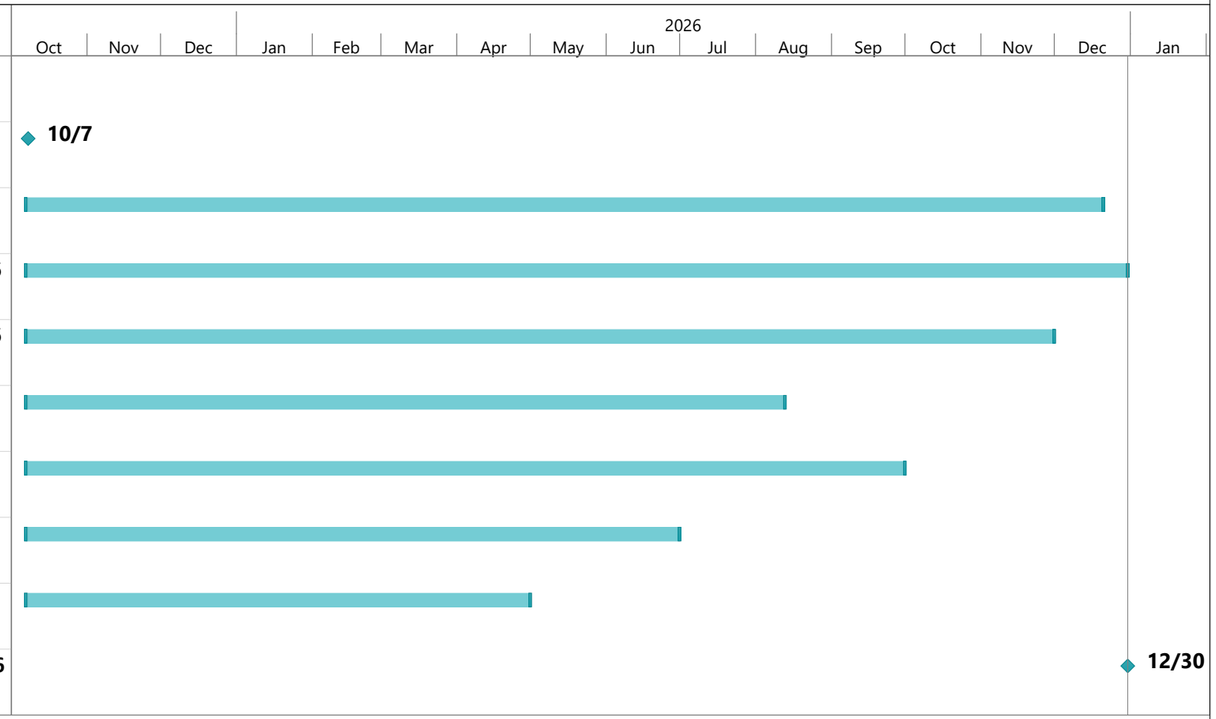
9.3. ROW acquisition schedule and priorities for utility relocations

9.4. Preparation of exhibits to assist in ROW or easement acquisition process

9.5. Meetings with the County of its Designated Representative, as needed, to review ROW Acquisition and utility status

9.6. Right-of-way or easement acquisition services, as needed

ID	Task Name	Duration	Start	Finish
1	**Williamson County Rd and Bridge Non-Capital Improvement Project**			
2	**Start Date = Date of Execution**	**1 day**	**Tue 10/7/25**	**Tue 10/7/25**
3	**Utility Program Management**	315 days	Tue 10/7/25	Sun 12/20/26
4	**Project Management and Coordination**	322 days	Tue 10/7/25	Wed 12/30/26
5	**Utility Adjustment Coordination**	300 days	Tue 10/7/25	Mon 11/30/26
6	**Subsurface Utility Engineering (SUE)**	222 days	Tue 10/7/25	Wed 8/12/26
7	**Utility Engineering**	257 days	Tue 10/7/25	Wed 9/30/26
8	**Utility Planning and Research**	191 days	Tue 10/7/25	Tue 6/30/26
9	**Right of Way (ROW) Coordination**	148 days	Tue 10/7/25	Thu 4/30/26
10	**Termination Date For WA# 1**	**1 day**	**Wed 12/30/26**	**Wed 12/30/26**



Project: Larkspur Park Blvd
Date: Wed 9/24/25

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

Contract 25RFSQ35 - WA-1
SUBPROVIDER NAME: DCCM
PROJECT NAME - Williamson County Road and Bridge, Non- Capital Improvement Projects

TASK DESCRIPTION	Prime Provider DCCM				Total Labor Cost
1. Utility Program Management	$1,536.00				$ 1,536.00
2. Project Management and Coordination	$6,975.00				$ 6,975.00
3. Utility Adjustment Coordination	$2,914.00				$ 2,914.00
4. Subsurface Utility Engineering (SUE)	$10,940.16				$ 10,940.16
5. Utility Engineering	$21,928.00				$ 21,928.00
6. Utility Design	$0.00				$0.00
7. Utility Planning and Research	$3,630.00				$3,630.00
8. Field Survey	$0.00				$0.00
9. Right-of-Way (ROW) Coordination	$1,919.00				$1,919.00
					$ -
LABOR SUBTOTALS	**$49,842.16**				**$ 49,842.16**

FC 130 (130) - Other Direct Expenses					$ -
FC 160 (150) - Other Direct Expenses					$ -
FC 160 (163) - Other Direct Expenses (Bill F	$157.84				$ 157.84
OTHER DIRECT EXPENSES SUBTOTALS	**$157.84**				**$ 157.84**

PROVIDER SUBTOTALS	$50,000.00				$ 50,000.00
PERCENT OF CONTRACT	100.00%				100.00%
HUB%	**0.00%**				**0.00%**

TOTAL WORK AUTHORIZATION

Specifed Rate, Unit Rate and ODE Total $ 50,000.00

Contract 25RFSQ35 - WA-1

SUBPROVIDER NAME: DCCM

PROJECT NAME - Williamson County Road and Bridge, Non- Capital Improvement Projects

TASK DESCRIPTION **1. Utility Program Management**	**PROJECT MANAGER**	**PROJECT ENGINEER**	**ENGINEER-IN-TRAINING I**	**SENIOR UTILITY COORDINATOR**	**UTILITY COORDINATOR**	**SR. CADD / DESIGNER**	**CADD / DESIGNER**	**CADD TECHNICIAN**	**ADMIN/ CLERICAL**	**TOTAL LABOR HRS. & COSTS**
Utility Program Management	4	2							1	7
HOURS SUB-TOTALS	4	2	0	0	0	0	0	0	1	7
CONTRACT RATE PER HOUR	$263.00	$188.00	$170.00	$207.00	$181.00	$184.00	$167.00	$138.00	$108.00	
TOTAL LABOR COSTS	$1,052.00	$376.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$108.00	$1,536.00
SUBTOTAL FC 145										**$1,536.00**

TASK DESCRIPTION **2. Project Management and Coordination**	**PROJECT MANAGER**	**PROJECT ENGINEER**	**ENGINEER-IN-TRAINING I**	**SENIOR UTILITY COORDINATOR**	**UTILITY COORDINATOR**	**SR. CADD / DESIGNER**	**CADD / DESIGNER**	**CADD TECHNICIAN**	**ADMIN/ CLERICAL**	**TOTAL LABOR HRS. & COSTS**
Project Management and Coordination	9			16					12	37
										0
HOURS SUB-TOTALS	9	0	0	16	0	0	0	0	12	37
CONTRACT RATE PER HOUR	$263.00	$188.00	$170.00	$207.00	$181.00	$184.00	$167.00	$138.00	$108.00	
TOTAL LABOR COSTS	$2,367.00	$0.00	$0.00	$3,312.00	$0.00	$0.00	$0.00	$0.00	$1,296.00	$6,975.00
SUBTOTAL FC 145										**$6,975.00**

TASK DESCRIPTION **3. Utility Adjustment Coordination**	**PROJECT MANAGER**	**PROJECT ENGINEER**	**ENGINEER-IN-TRAINING I**	**SENIOR UTILITY COORDINATOR**	**UTILITY COORDINATOR**	**SR. CADD / DESIGNER**	**CADD / DESIGNER**	**CADD TECHNICIAN**	**ADMIN/ CLERICAL**	**TOTAL LABOR HRS. & COSTS**
Utility Adjustment Coordination	2	1		4	4				6	17
HOURS SUB-TOTALS	2	1	0	4	4	0	0	0	6	17
CONTRACT RATE PER HOUR	$263.00	$188.00	$170.00	$207.00	$181.00	$184.00	$167.00	$138.00	$108.00	
TOTAL LABOR COSTS	$526.00	$188.00	$0.00	$828.00	$724.00	$0.00	$0.00	$0.00	$648.00	$2,914.00
SUBTOTAL FC 130										**$2,914.00**

SUBPROVIDER NAME: DCCM

PROJECT NAME - Williamson County Road and Bridge, Non- Capital Improvement Projects

TASK DESCRIPTION **4. SUBSURFACE UTILITY ENGINEERING (SUE)**					
	# OF UNITS	**COST**	**UNIT**		**TOTAL**
SUE (Quality Level D) Includes labor and equipment for records research, CADD, Mapping , Per LF of Owner	14,784	$0.74	LF		$10,940.16
SUE (Quality Level C) Includes labor and equipment for records research, CADD, and surveying (including overhead utilities) per utility owner.		$0.71	LF		$0.00
SUE (Quality Level B) Includes labor and equipment for records research, designating, engineering, surveying, CADD mapping, and limited traffic control		$2.09	LF		$0.00
SUE (Quality Level A-Utility Locate, Test Holes) Includes labor and equipment for vacuum excavation, engineering, surveying, CADD, and limited traffic control. These prices reflect that a Quality Level B service has been provided.					
Level A: 0 to 5 ft	0	$1,150.00	each		$0.00
Level A: >5 to 8 ft	0	$1,900.00	each		$0.00
Level A:>8 to 13 ft	0	$2,570.00	each		$0.00
Level A:>13 to 20 ft	0	$3,370.00	each		$0.00
Level A:.>20 ft	0	$267.00	VF		$0.00
SUE Field Services One (1) Designating Person with equipment	0	$171.00	hour		$0.00
SUE Field Services Two (2) Designating Person with equipment	0	$268.00	hour		$0.00
SUE Mobilization/Demobilization-	0	$5.00	mile		$0.00
SUBTOTAL UNIT COSTS					**$10,940.16**

TASK DESCRIPTION **5. Utility Engineering**	**PROJECT MANAGER**	**PROJECT ENGINEER**	**ENGINEER-IN-TRAINING I**	**SENIOR UTILITY COORDINATOR**	**UTILITY COORDINATOR**	**SR. CADD / DESIGNER**	**CADD / DESIGNER**	**CADD TECHNICIAN**	**ADMIN/ CLERICAL**	**TOTAL LABOR HRS. & COSTS**
Utility Engineering	8	16		20	16	35	20			115
										0
HOURS SUB-TOTALS	8	16	0	20	16	35	20	0	0	115
CONTRACT RATE PER HOUR	$263.00	$188.00	$170.00	$207.00	$181.00	$184.00	$167.00	$138.00	$108.00	
TOTAL LABOR COSTS	$2,104.00	$3,008.00	$0.00	$4,140.00	$2,896.00	$6,440.00	$3,340.00	$0.00	$0.00	$21,928.00
SUBTOTAL 160										**$21,928.00**

SUBPROVIDER NAME: DCCM

PROJECT NAME - Williamson County Road and Bridge, Non- Capital Improvement Projects

TASK DESCRIPTION **6. Utility Design - Not to be used under this WA**	**PROJECT MANAGER**	**PROJECT ENGINEER**	**ENGINEER-IN-TRAINING I**	**SENIOR UTILITY COORDINATOR**	**UTILITY COORDINATOR**	**SR. CADD / DESIGNER**	**CADD / DESIGNER**	**CADD TECHNICIAN**	**ADMIN/ CLERICAL**	**TOTAL LABOR HRS. & COSTS**
										0
										0
HOURS SUB-TOTALS	0	0	0	0	0	0	0	0	0	0
CONTRACT RATE PER HOUR	$263.00	$188.00	$170.00	$207.00	$181.00	$184.00	$167.00	$138.00	$108.00	
TOTAL LABOR COSTS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
SUBTOTAL 160										**$0.00**

TASK DESCRIPTION **7. Utility Planning and Research**	**PROJECT MANAGER**	**PROJECT ENGINEER**	**ENGINEER-IN-TRAINING I**	**SENIOR UTILITY COORDINATOR**	**UTILITY COORDINATOR**	**SR. CADD / DESIGNER**	**CADD / DESIGNER**	**CADD TECHNICIAN**	**ADMIN/ CLERICAL**	**TOTAL LABOR HRS. & COSTS**
Utility Planning and Research	2			8	8					18
HOURS SUB-TOTALS	2	0	0	8	8	0	0	0	0	18
CONTRACT RATE PER HOUR	$263.00	$188.00	$170.00	$207.00	$181.00	$184.00	$167.00	$138.00	$108.00	
TOTAL LABOR COSTS	$526.00	$0.00	$0.00	$1,656.00	$1,448.00	$0.00	$0.00	$0.00	$0.00	$3,630.00
SUBTOTAL 160										**$3,630.00**

TASK DESCRIPTION **8. Field Surveying - Not included in this WA**	**SURVEYOR SENIOR RPLS**	**SURVEY TECHNICIAN**	**2 PERSON SURVEY CREW**	**TOTAL LABOR HRS. & COSTS**	**ADMIN CLERICAL**	**TOTAL LABOR HRS. & COSTS**
FC 160 (150) - ROADWAY DESIGN						
Field Surveying						0
						0
HOURS SUB-TOTALS	0	0	0	0	0	0
CONTRACT RATE PER HOUR	$152.80	$83.64	$167.00	$83.64	$83.64	
TOTAL LABOR COSTS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
SUBTOTAL FC 160 (150)						**$0.00**

SUBPROVIDER NAME: DCCM

PROJECT NAME - Williamson County Road and Bridge, Non- Capital Improvement Projects

TASK DESCRIPTION **9. Right-of-Way (ROW) Coordination**	**PROJECT MANAGER**	**PROJECT ENGINEER**	**ENGINEER-IN-TRAINING I**	**SENIOR UTILITY COORDINATOR**	**UTILITY COORDINATOR**	**SR. CADD / DESIGNER**	**CADD / DESIGNER**	**CADD TECHNICIAN**	**ADMIN/ CLERICAL**	**TOTAL LABOR HRS. & COSTS**
Coordinate with County for ROW Status Update	1			8	2					11
HOURS SUB-TOTALS	1	0	0	8	2	0	0	0	0	11
CONTRACT RATE PER HOUR	$263.00	$188.00	$170.00	$207.00	$181.00	$184.00	$167.00	$138.00	$108.00	
TOTAL LABOR COSTS	$263.00	$0.00	$0.00	$1,656.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,919.00
SUBTOTAL 160										**$1,919.00**

OTHER DIRECT EXPENSES	**# OF UNITS**	**COST**	**UNIT**		**TOTAL**
Lodging/Hotel (Taxes/fees not included)		$122.00	day/person		$0.00
Lodging/Hotel - Taxes and Fees		$45.00	day/person		$0.00
Meals (Excluding alcohol & tips) (Overnight stay required)		$69.00	day/person		$0.00
Mileage	236	$0.67	mile		$157.84
Rental Car (includes taxes and fees; insurance costs will not be reimbursed)			day		$0.00
Rental Car Fuel			gallon		$0.00
Air Travel			Rd Trip/person		$0.00
Traffic Control Services, Arrow Boards and Attenuator trucks - Medium Project (Includes labo		$5,100.00	day		$0.00
Flashing Arrow Board		$600.00	day		$0.00
Portable Message Board		$500.00	day		$0.00
Law Enforcement/Uniform Officer (including vehicle)		$150.00	hour		$0.00
SUBTOTAL DIRECT EXPENSES					**$157.84**

SUMMARY	
1. Utility Program Management	$1,536.00
2. Project Management and Coordination	$6,975.00
3. Utility Adjustment Coordination	$2,914.00
4. Subsurface Utility Engineering (SUE)	$10,940.16
5. Utility Engineering	$21,928.00
6. Utility Design	$0.00
7. Utility Planning and Research	$3,630.00
8. Field Survey	$0.00
9. Right-of-Way (ROW) Coordination	$1,919.00
ODE	$157.84
GRAND TOTAL	**$50,000.00**

Commissioners Court - Regular Session **21.**

Meeting Date: 10/07/2025

Cobb Fendley 1811-273 WA2 SA1 Utility Coordination for S San Gabriel Ranches Subdivision (Aqua Water)

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

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Supplemental Work Authorization No 1 to Work Authorization No 2 under Williamson County Contract between Cobb, Fendley & Associates, Inc. and Williamson County dated July 16, 2019 for Utility Coordination for South San Gabriel Ranches Subdivision (Aqua Water). Funding source: P489.

Background

This supplemental is to decrease the maximum amount payable to $51,188.26.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Cobb Fendley 1811-273 WA2 SA1 Utility Coordination for S San Gabriel Ranches Subdivision (Aqua Water)

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	09/24/2025 04:08 PM
County Judge Exec Asst.	Andrea Schiele	09/26/2025 08:49 AM
Form Started By: Vicky Edwards		Started On: 09/24/2025 12:37 PM
Final Approval Date: 09/26/2025		

SUPPLEMENTAL WORK AUTHORIZATION NO. _1__
TO
WORK AUTHORIZATION NO. _2___

WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT:
Utility Coordination for South San Gabriel Ranches Subdivision (Aqua Water)

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 July 16, 2019 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Cobb, Fendley & Associates, Inc.** (the "Firm").

WHEREAS, the County and the Firm executed Work Authorization No. _2___ dated effective October 20, 2020 (the "Work Authorization");

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

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

AGREEMENT

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

I. The maximum amount payable for services under the Work Authorization is hereby decreased from **$62,287.40** to **$51,188.26**.

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

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

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

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

FIRM

By: Sandra G Khoury

Sandra G. Khoury, P.E.
Printed Name

Executive Vice President
Title

September 23, 2025
Date

COUNTY:

By: _____
Signature

Steven Snell
Printed Name

Williamson County Judge
Title

_____
Date

Commissioners Court - Regular Session **22.**

Meeting Date: 10/07/2025

Cobb Fendley 1811-273 WA3 SA7 Utility All Non-Capital Improvement Projects

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

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Supplemental Work Authorization No. 7 to Work Authorization No. 3 under Williamson County Contract between Cobb, Fendley & Associates, Inc. and Williamson County dated July 16, 2019, for On Call Utility Coordination and Relocation for All Williamson County Road and Bridge Non-Capital Improvement Projects. Funding source: 01.0200.0210.004100.

Background

This supplemental is to decrease the maximum amount payable to $184,583.71.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Cobb Fendley 1811-273 WA3 SA7 Utility All Non-Capital Improvement Projects

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	09/24/2025 04:08 PM
County Judge Exec Asst.	Andrea Schiele	09/26/2025 08:52 AM
Form Started By: Vicky Edwards		Started On: 09/24/2025 12:38 PM
Final Approval Date: 09/26/2025		

SUPPLEMENTAL WORK AUTHORIZATION NO. _7__
TO
WORK AUTHORIZATION NO. _3___

WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT:
On Call Utility Coordination and Relocation for All Williamson County Road and Bridge Non-Capital Improvement Projects

This Supplemental Work Authorization No. _7__ to Work Authorization No. _3___ is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated July 16, 2019 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Cobb, Fendley & Associates, Inc.** (the "Firm").

WHEREAS, the County and the Firm executed Work Authorization No. _3___ dated effective November 3, 2021 (the "Work Authorization");

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

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

AGREEMENT

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

I. The maximum amount payable for services under the Work Authorization is hereby decreased from **$240,000.00** to **$184,583.71**.

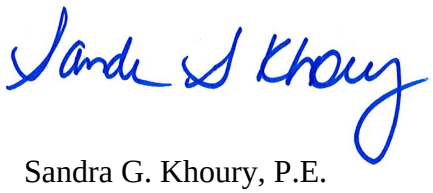
County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Supplemental Work Authorization. Firm understands and agrees that County's payment of amounts under this Supplemental Work Authorization is contingent on the County receiving appropriations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

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

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

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

FIRM:

By: 

Sandra G. Khoury, P.E.
Printed Name

Executive Vice President
Title

September 23, 2025
Date

COUNTY:

By: _____
Signature

Steven Snell
Printed Name

Williamson County Judge
Title

_____
Date

Commissioners Court - Regular Session **23.**

Meeting Date: 10/07/2025

Cobb Fendley 1811-273 WA9 SA1 Utility Coordination for Tracy Chambers Extension

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

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Supplemental Work Authorization No. 1 to Work Authorization No. 9 under Williamson County Contract between Cobb, Fendley & Associates, Inc. and Williamson County dated July 16, 2019, for Utility Coordination for Tracy Chambers Extension. Funding source: P640.

Background

This supplemental is to decrease the maximum amount payable to $7,124.64.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Cobb Fendley 1811-273 WA9 SA1 Utility Coordination for Tracy Chambers Extension

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	09/24/2025 04:08 PM
County Judge Exec Asst.	Andrea Schiele	09/26/2025 08:53 AM
Form Started By: Vicky Edwards		Started On: 09/24/2025 12:38 PM
Final Approval Date: 09/26/2025		

SUPPLEMENTAL WORK AUTHORIZATION NO. _1__
TO
WORK AUTHORIZATION NO. _9___

WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT:
Utility Coordination for Tracy Chambers Extension

This Supplemental Work Authorization No. _1__ to Work Authorization No. _9___ is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated July 16, 2019 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Cobb, Fendley & Associates, Inc.** (the "Firm").

WHEREAS, the County and the Firm executed Work Authorization No. _9___ dated effective April 15, 2025 (the "Work Authorization");

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

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

AGREEMENT

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

I. The maximum amount payable for services under the Work Authorization is hereby decreased from **$18,677.00** to **$7,124.64**.

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

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

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

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

FIR	**COUNTY:**
By: Sandra G Khoury	By: _____
	Signature
Sandra G. Khoury, P.E.	Steven Snell
Printed Name	Printed Name
Executive Vice President	Williamson County Judge
Title	Title
September 23, 2025	_____
Date	Date

Commissioners Court - Regular Session **24.**

Meeting Date: 10/07/2025

Cobb Fendley 1811-273 WA4 SA9 Utility for Capital Improvement Projects

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

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Supplemental Work Authorization No. 9 to Work Authorization No. 4 under Williamson County Contract between Cobb, Fendley & Associates, Inc. and Williamson County dated July 16, 2019, for On Call Utility Coordination and Relocation for All Williamson County Road and Bridge Capital Improvement Projects. Funding source: 01.0777.0200.009007.

Background

This supplemental is to increase the maximum amount payable to $828,067.79 and extend the expiration date to September 30, 2026.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Cobb Fendley 1811-273 WA4 SA9 Utility for Capital Improvement Projects

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	09/24/2025 04:08 PM
County Judge Exec Asst.	Andrea Schiele	09/26/2025 08:54 AM
Form Started By: Vicky Edwards		Started On: 09/24/2025 12:38 PM
Final Approval Date: 09/26/2025		

SUPPLEMENTAL WORK AUTHORIZATION NO. _9__
TO
WORK AUTHORIZATION NO. __4__

WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT:
On Call Utility Coordination and Relocation for All Williamson County Road and Bridge Capital Improvement Projects

This Supplemental Work Authorization No. __9_ to Work Authorization No. __4__ is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated **July, 16, 2019** ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Cobb Fendley & Associates, Inc.** (the "Firm").

WHEREAS, the County and the Firm executed Work Authorization No. __4__ dated effective **November 3, 2021** (the "Work Authorization");

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

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

AGREEMENT

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

I. The maximum amount payable for services under the Work Authorization is hereby increased from **$750,000.00** to **$828,067.79**.

II. The above referenced Work Authorization termination date shall be modified to **September 30, 2026**. The Services to be Provided by the Firm shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The revised Work Schedule is attached hereto as Attachment "C" (must be attached).

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

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

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

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

FIRM	**COUNTY:**
By: Sandra G Khoury	By: _____
	Signature
Sandra G. Khoury, P.E.	Steven Snell
Printed Name	Printed Name
Executive Vice President	Williamson County Judge
Title	Title
September 23, 2025	_____
Date	Date

Attachment C - Work Schedule

Cobb Fendley & Associates, Inc. will provide a work schedule for the assigned tasks.

Commissioners Court - Regular Session **25.**

Meeting Date: 10/07/2025

Approval of Construction Services Contract #2026-033 for CR 401 (Rock Riprap) Erosion Control Work with Smith Contracting Co. Inc. for Road Bonds / HNTB

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving Construction Services Contract #2026-033 with Smith Contracting Co. Inc., for CR 401 (Rock Riprap) Erosion Control Work for Road Bonds / HNTB, in the amount of $18,756.00, and authorize execution of this agreement, the funding source is P588.

Background

This Construction Services Contract #2026-033, CR 401 (Rock Riprap) Erosion Control Work attached between Williamson County and Smith Contracting Co. Inc. at the downstream end of existing Culvert 2 along CR 401. Quote was obtained. Funding Source is P588, and the Point of Contact is Keith Taylor (HNTB).

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Construction Services Contract Smith Contracting Co Inc

Form 1295 Smith Contracting Co Inc

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	09/29/2025 08:33 PM
Form Started By: Vickie Johnson		Started On: 09/25/2025 07:28 AM
Final Approval Date: 09/29/2025		

Agreement for Construction Services

This Agreement ("Agreement") between Williamson County, Texas, a political subdivision of the State of Texas ("Owner") and Smith Contracting Co., Inc. ("Contractor") is entered into in accordance with the following terms and conditions:

ARTICLE 1 SCOPE OF WORK: The Owner desires to retain Contractor for the construction of CR 401 (Rock Riprap) Erosion Control Work (hereinafter called the "Project"). The Contractor shall have the overall responsibility for and shall provide complete construction services and furnish all materials, equipment, tools and labor as necessary or reasonably inferable to complete the Project, or any phase of the Project, in accordance with the Owner's requirements and the terms of this Agreement (hereinafter collectively referred to as the "Work").

ARTICLE 2 CONTRACT PRICE: Owner agrees to pay to the Contractor, for the satisfactory performance of the Work, the sum of **Eighteen Thousand Seven Hundred Fifty-Six Dollars ($18,756.00)** in accordance with the terms and conditions of this Agreement.

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

ARTICLE 4 CONTRACT TIME:

4.1 Contractor shall commence the Work upon instruction to do so from the Owner and shall achieve Substantial Completion within **Ten (10) calendar days** from the date the Work is commenced; provided, however, Owner may extend said time period in the event bad weather affects the progress of the Work. Unless otherwise specified in writing, Contractor shall achieve Final Completion within **Ten (10) calendar days of Substantial Completion**. Owner shall determine when the Project has been fully and finally completed to its satisfaction. The time set forth for completion of the work is an essential element of the Agreement.

4.2 Liquidated Damages.

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

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

4.2.1 Subject to the other terms and conditions herein, if Substantial Completion is not achieved by the date specified above or by such date to which the Contract Time may be extended, the Contract Price shall be reduced by **Five Hundred Dollars ($500.00) per calendar day** as liquidated damages and not as a penalty, until the date of Substantial Completion. Force majeure shall apply relative to both rain/snow delays (acts of nature) and/or supply delays over which Contractor has no control, and such force majeure delays shall not be subject to such reduction of the Contract Price.

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

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

ARTICLE 5 PAYMENT:

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

ARTICLE 6 CONTRACTOR'S GENERAL RESPONSIBILITIES AND COVENANTS:

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

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

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

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

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

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

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

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

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

completed operations
and contractual)

Aggregate policy limits: $2,000,000

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

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

.5 Damage to Rented Property/Premises (Ea. Occurrence): $100,000

.6 Builder's Risk Insurance (all-risks)

An all-risk policy, in the amount equal at all times to 100% of the Contract Price. The policy shall include coverage for loss or damage caused by certified acts of terrorism as defined in the Terrorism Risk Insurance Act. The policy shall be issued in the name of the Contractor and shall name its Subcontractors as additional insureds. The Owner shall be named as a loss payee on the policy. The builders risk policy shall have endorsements as follow:

a. This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises. If off-site storage is permitted, coverage shall include transit and storage in an amount sufficient to protect property being transported or stored.

b. For renovation projects and or portions of work contained within an existing structure, the Owner waives subrogation for damage by fire to existing building structure(s), if the Builder's Risk Policy has been endorsed to include coverage for existing building structure(s) in the amount described in the Special Conditions. However, Contractor shall not be required to obtain such an endorsement unless specifically required by the Special Conditions if any. The aforementioned waiver of subrogation shall not be effective unless such endorsement is obtained.

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

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

6.5.2 Workers' Compensation Insurance Coverage:

1. Definitions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 7 INDEMNITY:

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

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

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

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

ARTICLE 8 WARRANTY:

8.1 Contractor hereby warrants that the materials and equipment provided for the Work will be of good quality and new unless otherwise required or permitted by the Owner; that the construction will be free from faults and defects; and that the construction will conform with the requirements of the plans, specifications, drawings and the terms of this Agreement.

8.2 Contractor shall provide warranty services for the Work for a **full twelve (12) months** following Final Completion and final payment. Just before the warranty period expires, Contractor shall attend an on-site meeting with the Owner to ensure that all warranty issues have been identified and properly remedied.

ARTICLE 9 PREVAILING WAGE RATE:

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 10 INTENTIONALLY DELETED

ARTICLE 11 TERMINATION OR SUSPENSION OF THE AGREEMENT

11.1 Termination by Contractor

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

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

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

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

11.2 Termination by the Owner for Cause

11.2.1 The Owner may terminate the Agreement if the Contractor:

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

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

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

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

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

11.3 Suspension by the Owner for Convenience

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

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

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

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

11.4 Termination by the Owner for Convenience

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

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

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

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

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

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

ARTICLE 12 MISCELLANEOUS PROVISIONS:

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

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

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

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

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

12.4 Governing Law and Venue. This Agreement and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without reference to its conflicts of law provisions. Williamson County, Texas where the Project is located shall be the sole place of venue for any legal action arising from or related to this Agreement or the Project in which the Owner is a party.

12.5 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

12.6 Notices. All notices, consents, approvals, demands, requests or other communications relied on by the parties shall be in writing. Written notice shall be deemed to have been given when delivered in person to the designated representative of the Contractor or Owner for whom it is intended; or sent by U. S. Mail to the last known business address of the designated representative; or transmitted by fax machine to the last know business fax number of the designated representative. Mail notices are deemed effective upon receipt or on the third business day after the date of mailing, whichever is sooner. Fax notices are deemed effective the next business day after faxing.

12.7 Severability. Should any term or provision of this Agreement be held invalid or unenforceable in any respect, the remaining terms and provisions shall not be affected and this Agreement shall be construed as if the invalid or unenforceable term or provision had never been included.

12.8 Relationship of the Parties. Contractor shall be an independent contractor under this agreement and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions in this agreement which may appear to give Owner the right to direct Contractor as to details of doing the Work herein covered or to exercise a measure of control over the Work shall be deemed to mean that Contractor shall follow the desires of Owner in the results of the Work only. Owner shall not retain or have the right to control the Contractor's means, methods or details pertaining to the Contractor's performance of the Work described herein, nor shall Owner have the power to direct the order in which Contractor's Work is performed under this agreement. Owner and Contractor hereby agree and declare that Contractor is an Independent Contractor and as such meets the qualifications of an Independent Contractor under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, that the Contractor is not an employee of Owner for purposes of this Agreement, and that the Contractor and its employees, agents and sub-subcontractors shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by Owner.

12.9 Force Majeure. If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance of this Agreement. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

12.10 No Waiver of Sovereign Immunity. Nothing herein shall be construed as a waiver of sovereign immunity by Owner.

12.11 Current Revenues. Under Texas law, a contract with a governmental entity that contains a claim against future revenues is void; therefore, each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

12.12 Compliance with Laws. Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, Contractor shall furnish the Owner with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

12.13 Entire Agreement & Incorporated Documents; Conflicting Terms. This Agreement constitutes the entire agreement between the parties and may not be modified or amended other than by a written instrument executed by both parties.

The following documents shall comprise the Contract Documents:

1. This Agreement between Owner and Contractor;
2. Exhibit "A" – Plans and Specifications;
3. Addenda issued prior to the Effective Date of this Agreement; and
4. All Change Orders and any other Modifications issued after the Effective Date of this Agreement.

In the event of a dispute or conflict relating to the terms and conditions of the Contract Documents, applicable documents will be referred to for the purpose of clarification, conflict resolution or for additional detail in the following order of precedence:

1. This Agreement between Owner and Contractor;
2. Exhibit "A" – Plans and Specifications;
3. Addenda issued prior to the Effective Date of this Agreement; and
4. All Change Orders and any other Modifications issued after the Effective Date of this Agreement.

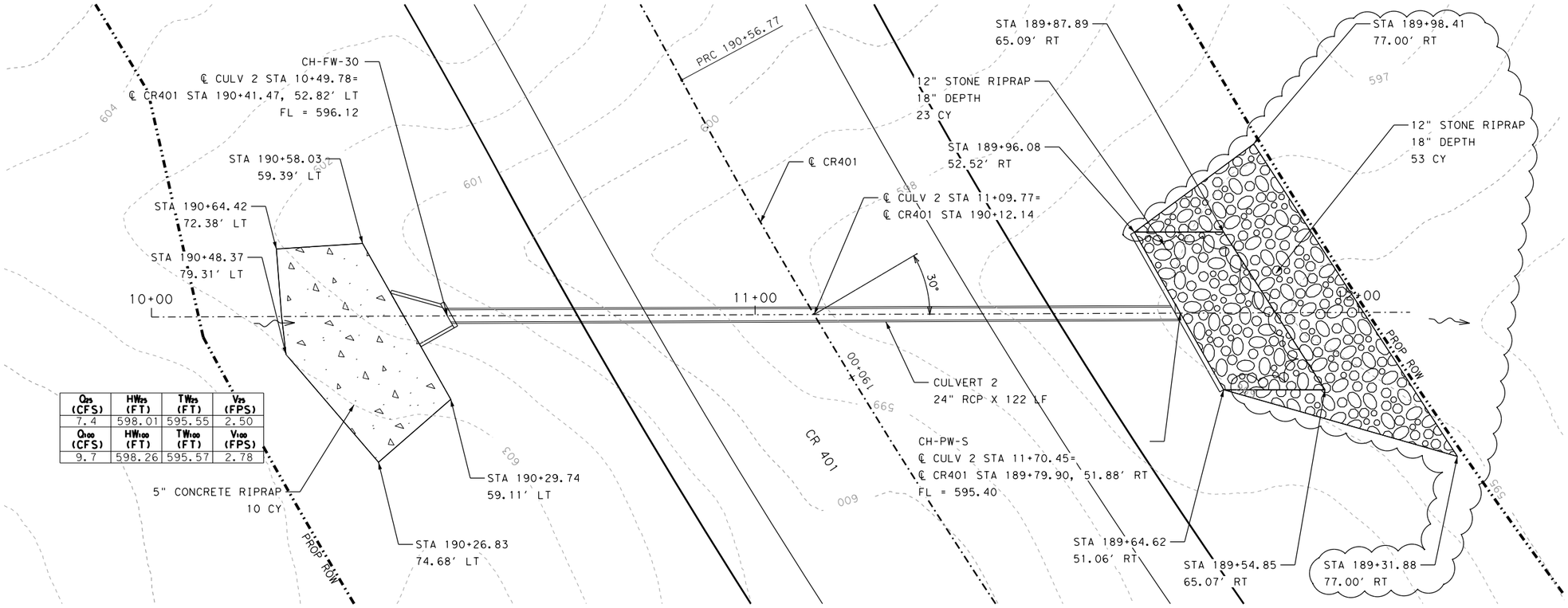
BY SIGNING BELOW, the Parties have executed and bound themselves to this Agreement to be effective as of the date of the last party's execution hereof.

OWNER:	**CONTRACTOR:**
WILLIAMSON COUNTY, TEXAS, a political subdivision of the state of Texas	SMITH CONTRACTING CO., INC.
By: _____	By: Chris Lopez
Printed Name: _____	Printed Name: Christopher R. Lopez
Title: _____	Title: Project Manager
Date: _____	Date: 9/19/2025

Exhibit “A”

Plans and Specifications

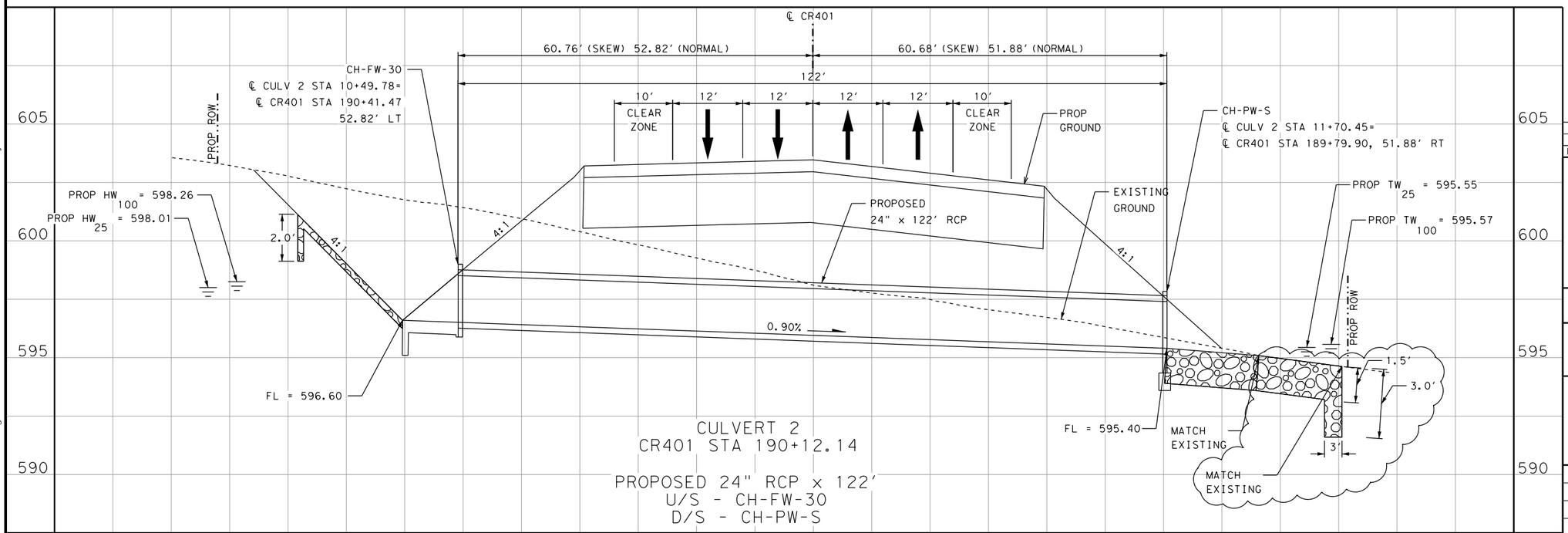
Contractor to install ±53CY of 12" rock riprap, to include the typical filter fabric underlayment, on the downstream end of existing Culvert 2 along CR401. The Project includes protecting existing storm features from construction sediment runoff, and restoring disturbed areas within the right-of-way to pre-existing conditions.



Q_{25} (CFS)	HW_{25} (FT)	TW_{25} (FT)	V_{25} (FPS)
7.4	598.01	595.55	2.50
Q_{100} (CFS)	HW_{100} (FT)	TW_{100} (FT)	V_{100} (FPS)
9.7	598.26	595.57	2.78

NOTE:

1. CONTRACTOR SHALL VERIFY THE LOCATION OF EXISTING UTILITIES PRIOR TO CONSTRUCTION.



CULVERT 2
CR401 STA 190+12.14

PROPOSED 24" RCP x 122'
U/S - CH-FW-30
D/S - CH-PW-S

NO.	REVISIONS	BY	DATE

WILLIAMSON COUNTY
1848

HNTB
HNTB Corporation
The HNTB Companies
Engineers Architects Planners
Firm Registration Number F-420

Texas Department of Transportation

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COUNTY ROAD 401
CULVERT LAYOUT
CULVERT 2

SHEET 2 OF 4

FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.		SHEET NO.
6			151
STATE	DISTRICT	COUNTY	
TEXAS		WILLIAMSON	
CONTROL	SECTION	JOB	HIGHWAY NO.
0204	03	044	CR 401

11:45:08 AM
3/18/2025
pw:\\pw-int.hntb.org:PWCentralDiv\Documents\Dallas Projects\77139 - WilCo CR\CAD\Sheets\Drainage\CR401_P2\CR401_P2-DRNG_CULVERT-02_riprap.dgn

...\CR401_P2-DRNG_CULVERT-02_riprap.dgn

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:
2025-1366472

Date Filed:
09/22/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
MA Smith Contracting Co., 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, Texas Purchasing Dept

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.
CR 401
CR 401 Erosion Control Work

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 Travis Ryland, and my date of birth is [redacted].

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

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

Executed in Travis County, State of Texas, on the 22 day of September (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:
2025-1366472

Date Filed:
09/22/2025

Date Acknowledged:
09/22/2025

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

MA Smith Contracting Co., 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, Texas Purchasing Dept

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.

CR 401
CR 401 Erosion Control Work

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 **26.**

Meeting Date: 10/07/2025

Authorize Issuing IFB #25IFB88 for RM 2243 Phase 1 A for Road Bonds/HNTB

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed responses for the RM 2243 Phase 1A for Road Bonds/HNTB, under IFB #25IFB88.

Background

Williamson County is seeking responses for the RM 2243 Phase 1A Project for Road Bonds/HNTB. Estimated Budget is $37,000,000.00, the funding source is P326, the Origination ID No. is 3686 and the point of contact is Loretta Schietinger, P.E.

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	09/29/2025 08:35 PM
Form Started By: Vickie Johnson		Started On: 09/25/2025 08:23 AM
Final Approval Date: 09/29/2025		

Commissioners Court - Regular Session **27.**

Meeting Date: 10/07/2025

North Barker Street – JMT – SWA#3 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. 3 to Work Authorization No. 2 to the North Barker Street contract executed on March 19, 2024, between Williamson County and Johnson, Mirmiran & Thompson, Inc. relating to the 2023 Road and Bridge Program.

Background

The Johnson, Mirmiran & Thompson, Inc. Supplemental No. 3 to Work Authorization No. 2 extends the termination date to April 30, 2026. Project: P689 Fund Source: Road Bond

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Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

North Barker Street – JMT – SWA#3 to WA#2

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	10/01/2025 09:49 AM
Form Started By: Ragan Riggs		Started On: 09/30/2025 10:45 AM
Final Approval Date: 10/01/2025		

Docusign Envelope ID: 36B940E8-3C59-4D70-9A49-7BF3844E258E

SUPPLEMENTAL WORK AUTHORIZATION NO. 3
TO
WORK AUTHORIZATION NO. 2

WILLIAMSON COUNTY ROAD BOND PROJECT:
North Barker Street ("Project")

This Supplemental Work Authorization No. _3_ to Work Authorization No. _2_ is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated **March 19, 2024** and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Johnson, Mirmiran & Thompson (the "Engineer").

WHEREAS, the County and the Engineer executed Work Authorization No. 2 dated effective **September 24, 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 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 "C2-3" (must be attached).

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

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

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

Docusign Envelope ID: 36B940E8-3C59-4D70-9A49-7BF3844E258E

ENGINEER:

By: Signed by: Kristi Flagg 940984768AB7473... _____
Signature

Kristi Flagg
Printed Name

Senior Vice President
Title

9/23/2025 | 2:35:01 PM EDT
Date

COUNTY:

By: _____
Signature

_____
Printed Name

_____
Title

_____
Date

LIST OF ATTACHMENTS

Attachment C2-3 - Work Schedule

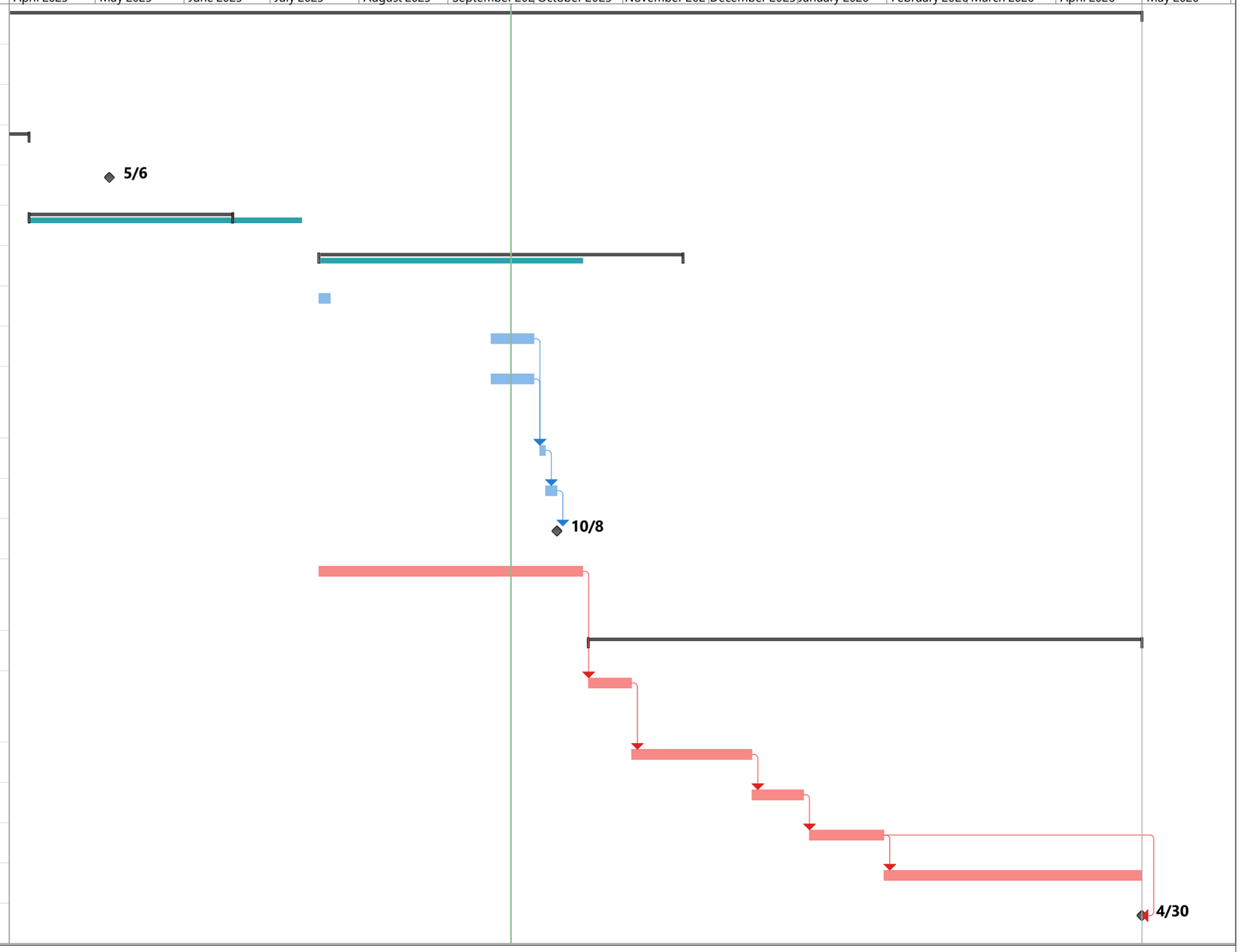
APPROVED
By Christen Eschberger at 3:49 pm, Sep 29, 2025

Docusign Envelope ID: 36B940E8-3C59-4D70-9A49-7BF3844E258E

SWA#3 TO WA#2 - North Barker Street

Attachment C2-3 - Work Schedule

Task Name	Duration	Start	Finish
North Barker Street Design Schedule	**584 days**	**Tue 9/24/24**	**Thu 4/30/26**
Start Date	0 days	Tue 9/24/24	Tue 9/24/24
NTP & Data Collection	**121 days**	**Tue 9/24/24**	**Wed 1/22/25**
60% Submittal (PS&E)	**75 days**	**Thu 1/23/25**	**Mon 4/7/25**
Execute SWA#2 to WA#2	0 days	Tue 5/6/25	Tue 5/6/25
100% Submittal (PS&E)	**71 days**	**Tue 4/8/25**	**Tue 6/17/25**
Final Submittal (PS&E)	**127 days**	**Fri 7/18/25**	**Fri 11/21/25**
Review and Respond to Comments	4 days	Fri 7/18/25	Mon 7/21/25
Finalize PS&E (Plans and Estimate)	15 days	Tue 9/16/25	Tue 9/30/25
Finalize Supporting Documents (GN and CONST Schedule)	15 days	Tue 9/16/25	Tue 9/30/25
Final PS&E QAQC	2 days	Fri 10/3/25	Sat 10/4/25
Final PS&E Design Revisions	4 days	Sun 10/5/25	Wed 10/8/25
Final PS&E Submittal	0 days	Wed 10/8/25	Wed 10/8/25
Prepare documets for USACE review & Approval	92 days	Fri 7/18/25	Fri 10/17/25
Bid Phase Services	**193 days**	**Mon 10/20/25**	**Thu 4/30/26**
Develop Project Manual & Approval to Advertise	15 days	Mon 10/20/25	Mon 11/3/25
Advertisment	30 days	Tue 11/4/25	Mon 12/15/25
Bid Opening	18 days	Tue 12/16/25	Fri 1/2/26
Bid Recommendation	26 days	Mon 1/5/26	Fri 1/30/26
Project Closeout	90 days	Sat 1/31/26	Thu 4/30/26
WA Completion	0 days	Thu 4/30/26	Thu 4/30/26



Project: North Barker Street
Williamson County
Date: Tue 9/23/25

Commissioners Court - Regular Session **28.**

Meeting Date: 10/07/2025

EWH, Seg 6 – Halff – SWA# 1 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. 1 to Work Authorization No. 1 to the East Wilco Highway, Segment 6 contract executed March 19, 2024, between Williamson County and Halff Associates, Inc. relating to the 2023 Road Bond Program.

Background

This Supplemental No. 1 to Work Authorization No. 1 is for engineering services and reduces the amount by $849,891.15 from $5,282,651.04 to $4,432,759.89. Project: P694. Fund Source: Road Bonds

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Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

EWH, Seg 6 – Halff – SWA# 1 to WA#1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	10/01/2025 09:49 AM
Form Started By: Ragan Riggs		Started On: 09/30/2025 01:48 PM
Final Approval Date: 10/01/2025		

SUPPLEMENTAL WORK AUTHORIZATION NO. 1
TO
WORK AUTHORIZATION NO. 1

WILLIAMSON COUNTY ROAD BOND PROJECT:
East Wilco Highway Segment 6

This Supplemental Work Authorization No. 1 to Work Authorization No. 1 is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated March 19, 2024 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Halff 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 Services to be Provided by the Engineer that were set out in the original Attachment "B" of the Work Authorization are hereby amended, changed and modified as shown in the attached revised Attachment "B" (must be attached).

II. The Work Authorization shall terminate on March 23, 2029. The Services to be Provided by the Engineer shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The revised Work Schedule is attached hereto as Attachment "C" (must be attached).

III. The maximum amount payable for services under this Work Authorization without modification decreased by $849,891.15 from $5,282,651.04 to $4,432,759.89. The Fee Schedule is attached hereto as Attachment "D" (must be attached).

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

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

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

ENGINEER: **Halff Associates, Inc**	**COUNTY:** **Williamson County, Texas**
By: _____ Signature	By: _____ Signature
Jonathan Bean Printed Name	_____ Printed Name
Vice President Title	_____ Title
9/30/2025 Date	_____ Date

LIST OF ATTACHMENTS

Attachment B – Services to be Provided by the Engineer

Attachment C - Work Schedule

Attachment D – Fee Schedule

APPROVED
By Christen Eschberger at 1:12 pm, Sep 30, 2025

ATTACHMENT B
SERVICES TO BE PROVIDED BY THE ENGINEER FOR
EAST WILCO HIGHWAY SEGMENT 6 (SH 29 TO FM 971)

PROJECT DESCRIPTION

Project Limits

The project limits are from 1000 feet north of SH 29 to north of FM 971 (Sta. 220+00), an approximate length of 4 miles. The project limits will be lengthened to terminate at CR 327 (Sta. 260+00) with a single lane roundabout. The revised project limits represent an increase of approximately 0.6 miles for a total length of 4.6 miles.
For PS&E#1 the project limits will be from 1000 feet north of SH 29 to 100 feet north of CR 127 for an approximate length of 1.65. This will shorten the project by 2.35 miles with the remaining part of the project from CR 127 to FM 971 to be executed in future PS&E projects.

Existing Facility

This new location road will tie into existing FM 971 at the north end of the project. For PS&E #1 the project will tie into existing CR 127 on both east and west leg. Existing FM 971 is a two-lane asphalt road with shoulders and CR 127 is a 20-foot wide, two-lane asphalt road with no shoulders. Georgetown Railroad is adjacent to the south FM 971 ROW. There is no existing ROW for the new location road.

Proposed Facility

The proposed facility is a new 2-lane road with 2-12' lanes and 10' shoulders that will serve as a future northbound frontage road of the East Wilco Highway corridor. The project includes two bridges spanning Pecan Branch, measuring 1040' and 220' in length respectively, a 2000' long bridge over FM 971, the adjacent Georgetown Railroad and a 375' bridge spanning the intermittent stream Big House Branch. On the south end, the new roadway will match proposed northbound E. Wilco Highway Segment 5 project at approximately Station 1445+00 north of SH 29. The new road will tie into existing CR 127. The proposed facility will have approximately 7 culverts, with 4 culverts on the frontage roads and 3 culverts on CR 127. The proposed ROW width is generally 350'.

Design Criteria

The project will be designed in accordance with the Williamson County Design Criteria Manual and relevant TxDOT Criteria. TxDOT criteria only applies to portion of the project within TxDOT ROW.

- PROJECT MANAGEMENT

  - COMMUNICATION:

    - Engineer shall designate one Licensed Professional Engineer (Texas) to be responsible for the project management, and all communications with the County and its representatives.

  - MONTHLY PROGRESS REPORTS, INVOICES, AND BILLINGS (26 months assumed for PS&E#1):

    - Submit monthly progress status reports to the GEC. Progress reports will include: deliverable table, tasks completed, tasks/objectives that are planned for the upcoming periods, lists or descriptions of items or decisions needed from the County and its representatives. Subconsultant progress will be incorporated into the monthly progress report. A copy of the monthly progress report will be uploaded to ProjectWise.

    - Prepare correspondence, invoices, and progress reports on a monthly basis in accordance with current County requirements.

  - QUALITY ASSURANCE AND QUALITY CONTROL (QA/QC) PLAN:

    - Prepare a project specific QA/QC plan and submit to the County within thirty (30) days of notice to proceed.

    - For each deliverable submittal, provide evidence of their internal review and mark-up of that deliverable as preparation for submittal and in accordance with submitted project specific QA/QC plan.

    - Provide continuous QA/QC throughout the duration of the scheduled services included herein to appraise both technical and business performance and provide direction for project activities.

  - PROJECT COORDINATION & ADMINISTRATION:

    - Prepare and maintain routine project record keeping including records of meetings and minutes.
    - Correspondence and coordination will be handled through & with the concurrence of the GEC.

- Manage Project activities (including documenting emails, phone and conference calls, maintain project files for the length of the project, meeting agendas, meeting minutes, and schedule meetings), direct Engineer's team/staff, coordinate and review sub-consultant work, correspond with the County and its representatives, and assist the County and its representatives in preparing responses to Project-related inquiries.

- PROGRESS/COORDINATION MEETINGS (**52** external meetings assumed for PS&E#1):
  - Attend a kickoff meeting and coordination/progress meeting with the County and its representatives and stakeholders, as necessary to communicate development of the project and design issues.
  - Prepare agenda and sign-in sheets for external coordination/progress meetings.
  - Prepare meeting minutes for review via email within three (3) business days of the external coordination/progress meeting.
  - Conduct internal coordination meetings as required to advance the development of the project.

- PROJECT DESIGN SCHEDULE:
  - Baseline Schedule - Submit a CPM Baseline Schedule in calendar day (CD) format to the County for approval, using P6 Primavera or Microsoft Project in both pdf and native formats within 14 calendar days of the Work Authorization execution. This schedule should detail all work activities, including those by the County affecting the critical path. It shall outline the execution strategy, critical path, milestones, deliverables, and for each activity, its predecessors, successors, start and end dates, and float. Changes to schedule activities, durations, and dates require County consent, except for adjustments due to approved supplements or County-sanctioned project duration changes.

  - Progress Schedule – Submit an updated Progress Schedule with each significant milestone and/or deliverable identified by the County, detailing actual work completion percentages and incorporating all approved supplements. If the schedule deviates from the baseline, a recovery schedule approved by the County is required.

- PROJECT DOCUMENTS/FILES:
    - All contract documents, including native files, shall be turned over to the County at each milestone and at the completion of the project or as requested. Documents shall be posted to the County's project management database.
- DELIVERABLES:
    - Monthly Invoices and Progress Reports including Deliverable Table
    - Project Specific QA/QC Plan
    - Meeting Minutes, Sign-In Sheets, and Agendas
    - Project Schedule and Updates
    - Project Files
    - QA/QC Documentation with Deliverable

- <u>PUBLIC INVOLVEMENT</u>
    - PUBLIC INVOLVEMENT SUPPORT
        - Review the project's Public Involvement plan prepared by others.
        - Provide information or data for fact sheets and FAQs.
        - Provide exhibits for website and other project information sites (up to 1 exhibit assumed).
    - PROPERTY OWNER MEETING SUPPORT

      As this is a Road Bond Project, public involvement activities will be conducted through the County's existing public involvement contract with Rifeline. The engineer will provide support for the Public Involvement plans for the following activities:
        - Prepare materials and provide support and exhibits for meetings with Individual Property Owners (up to 5 meetings assumed).
        - Provide property owner exhibits identifying parent tract (including area) and right-of-way acquisition (including parcel acquisition and remainder areas).
        - One person will attend meetings as requested (up to 5 meetings assumed).
    - STAKEHOLDER MEETINGS
        - Coordinate with affected state and local agencies and County's consultants.

- Prepare agendas, sign in sheets, meeting minutes, discussion topics, presentations, overall exhibits, and maps of the project limits for stakeholder coordination meetings. (up to 2 meetings assumed).

- Railroad Coordination and Exhibits

- DELIVERABLES:
  - Input on fact sheets, FAQs, and exhibits for website.
  - Property owner exhibits (native file, pdf, and hardcopies).
  - Stakeholder meeting agendas, exhibits, and meeting minutes.

- UTILITY COORDINATION SUPPORT

As this is a Road Bond Project, direct coordination with utilities will be conducted through the County's existing utility coordination contract with Cobb Fendley and Associates. The Engineer will provide support as described below:

- INCORPORATE UTILITY INFORMATION INTO ENGINEERING DRAWINGS
  - Incorporate utility information provided by others into design files.
  - Add utility notes to plans and exhibits as necessary.
  - Consider/incorporate utility work into traffic control phasing plans as necessary.

- UTILITY MEETINGS
  - Meet with utility coordinator and review utility impacts and potential relocations to identify appropriate approach to reducing/mitigating impacts up to 4 meetings.
  - Attend meetings with utilities as requested up to 5 meetings.

- DELIVERABLES:
  - Utility information incorporated into plans and design files.
  - Reviews of utility relocation plans.

- RIGHT OF WAY (ROW) AND MAPPING
    - PARCEL ACQUISITION DOCUMENTS (0 parcel documents assumed, 0 staking assumed, 2 exhibits assumed):
        - 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.
    - DELIVERABLES:
        - Property owner exhibits (drawing file, pdf, and hardcopies)
- CONDEMNATION SUPPORT
    - CONDEMNATION HEARING EXHIBITS
        - Prepare preliminary and final condemnation hearing exhibits for 0 ROW Parcels.
        - Exhibits (each exhibit should include high-resolution aerial imagery) including the following information:
            - A vicinity map with an overall project layout and limits (beginning and end)
            - Existing and proposed typical road sections.
            - Parent tract (including area)
            - Right-of-way acquisition (including parcel acquisition and remainder areas),
            - Proposed improvements adjacent to the property.
    - CONDEMNATION HEARINGS
        - Engineer will attend meetings with the attorney to prepare for the hearings.

- Engineer will attend up to **4** condemnation hearings in-person and testify as an expert witness on the Project to discuss matters related to drainage, grading, environmental compliance, basic hydrologic, hydraulic and geotechnical information.

- DELIVERABLES

  - Preliminary and Final Condemnation Hearing Exhibits in pdf format.

- <u>SURVEYING</u>

  - RIGHT OF ENTRY (**13** letters assumed):

    - Review existing ROE entry letters obtained as part of the on-call survey underway for the Corridor E2 / E3 / E4. Issue additional ROE requests if needed to complete field exploration.

    - Upon receiving approval from GEC, Prepare and mail right of entry letters per the County's standard for the project team including geotechnical and environmental. Send a second follow up letter to non-responsive property owners.

  - FIELD SURVEYING:

    - Prepare Control Point Sheet showing alignment, property lines, roads in relation to control points, including (n,e,z,desc) of control points.

    - Survey the corridor area at approximately 50-foot intervals and to include 250 feet on either side of the proposed roadway centerline (500 feet wide total) as necessary to produce one-foot interval contours. Information collected will typically include as follows: visible improvements and visible utilities including driveways, water wells, storage tanks, drainage structures (size, material, flowline elevations), edge of pavement/shoulder, physical centerline, roadway striping, guardrail, fences, signs, mailboxes, top and bottom of drainage ditches, sidewalk, and trees 8" inch diameter and greater.

    - Establish horizontal and vertical control (primary and secondary control) and set temporary benchmarks as needed. The survey control points shall be set in locations that will likely be undisturbed by construction or County maintenance. Control points will be leveled.

- Survey hydraulic cross sections of seven (7) creeks along proposed roadway plus one (1) additional creek along the additional project length for a total of eight (8) creekswith a total of thirty-two (32) cross sections in to be used in HEC-RAS software.

- Survey Georgetown Railroad right-of-way. Information will include tops/toes of ballast, top of rail elevations, drainage structures (size, material, flowline elevations, signs, and any railroad signaling.

- Survey three (3) intersecting road plus one (1) additional intersecting road for a total of four (4) rights-of-way 200 feet outside of the survey corridor area. Information collected will typically include as follows: visible improvements and visible utilities including drainage structures (size, material, flowline elevations), edge of pavement/shoulder, physical centerline, roadway striping, guardrail, fences, signs, mailboxes, top and bottom of drainage ditches, sidewalk, and hardwood trees 8-inch diameter and greater.

- Plot borehole location provided by geotechnical engineer. No field survey of boreholes are part of this task.DELIVERABLES:
  - Right of Entry Letters, Follow Up Letters, and Executed Right of Entry Documents.
  - Mapping in 2-D and 3-D MicroStation Files (Grid or Datum)
  - PDF of each Surveyor Project Notebook
  - DTM of Proposed Corridor
  - Survey Control Sheets

- <u>DRAINAGE STUDY</u>
  - HYDROLOGIC/HYDRAULIC MODELING (3 major channel crossings, 4 cross culverts assumed):
    - Prepare hydrologic and hydraulic models or modify existing models (FEMA, drainage districts, river authorities, cities, etc.) if available, to define the drainage infrastructure required for the project. Detail the methodologies employed and recommendations. The analysis will include: preparation of a preliminary design of the right of way drainage system, cross drainage structures, major channel crossings to reflect the existing and proposed conditions, recommended minimum pavement elevations based on cross

drainage flood elevations, right of way requirements, identify potential needs for FEMA Coordination. HEC-RAS shall be utilized for all stream modeling. HY-8 will be utilized for all culverts. Atlas 14 impacts will be reviewed and incorporated. The analysis will also include a **bridge spanning the intermittent stream Big House Branch.**

- Develop existing channel cross sections based on data collection. Additional existing channel cross sections to be developed for **bridge spanning the intermittent stream Big House Branch.**

- Exhibits and analysis will be prepared in the GIS environment to the extent practical.

- Provide preliminary and final Drainage Report.

- FEMA COORDINATION:

  - Coordinate with Local Floodplain Administrator as necessary throughout the project.

  - Prepare and submit Conditional Letter of Map Revision (CLOMR) (1 submittal package for project assumed).

    - Efforts and documentation for Endangered Species Act compliance are not included in this scope of services.

  - Prepare and submit Letter of Map Revision (LOMR). (1 submittal package for project assumed)

  - Pay Application Fee(s). (1 online submittal application fee each for CLOMR and LOMR)

- IMPACT AND MITIGATION ANALYSIS:

  - Prepare an impact analysis to determine increases in peak flow rates for the 100-year storm including: existing and proposed peak flow rates, mitigation analysis, conceptual and design detention basin layouts, design of control structures, routing of storm hydrographs through basins, calculate the volume of fill to be placed in the 100-year floodplain, and recommend locations for compensatory storage. Additional impact analysis will be required for **bridge spanning the intermittent stream Big House Branch.**

- SCOUR ANALYSIS (3 crossings assumed plus 1 additional crossing for 4 total):
    - Prepare a scour analysis for stream crossing(s) based on the design, results of boring data, and HEC-RAS hydraulic modeling of proposed bridge crossing per *Evaluating Scour at Bridges (HEC 18)*. Scour analysis to also include an additional proposed bridge crossing the intermittent stream to **Big House Branch**.
- DELIVERABLES:
    - Preliminary & Final Drainage Report.
    - Preliminary & Final CLOMR.
    - Preliminary & Final LOMR.
    - Draft & Final Scour Analysis.

- ENVIRONMENTAL SERVICES
    - COUNTY DUE DILIGENCE:
        - The Environmental Services will include studies and documentation as described below in items b – h, per the Williamson County Environmental Protocol, for the various regulating authorities, including the Texas Historical Commission (THC), U.S. Army Corp of Engineers (USACE), U.S. Fish and Wildlife Service (USFWS), Williamson County Conservation Foundation (WCCF), and TCEQ. The intention of the Environmental Services is to attain necessary clearance letters and approvals in order to proceed with the proposed project.
    - TXDOT ENVIRONMENTAL CLEARANCE:
        - Coordinate with GEC and TxDOT District staff to access and update the TxDOT Environmental Compliance Oversight System (ECOS). Documentation needed for TxDOT clearance is anticipated to be required for the project segments that would connect to on-system roadways (i.e., at FM 971 and at SH 29), which would require a Local On-system Agreement (LOSA).
        - Prepare environmental documentation utilizing the most current guidance located in TxDOT's online Environmental Compliance Toolkits, which will include the following technical analyses and reports:

1. Species Analysis Documentation
2. Archeological Background Study
3. Community Impacts Assessment
4. Surface Water Analysis and Section 404/10 Impacts Table
5. Hazardous Materials Initial Site Assessment
6. Historic Resources Project Coordination Request (PCR)
7. Traffic Noise Analysis
8. It is assumed that a Section 4(f) evaluation will not be required for the project.

- Provide support to conduct one Public Meeting as described under Public Involvement. This includes assisting Williamson County and TxDOT if required in preparing discussions and exhibits of the purpose and need, existing and proposed design, and affected environment and environmental consequences including: historical and archeological, wildlife, vegetation, and endangered species, ROW, displacements, land use analysis, socioeconomic and environmental justice impacts, jurisdictional waters, water quality, wetlands, permits, floodplains, parkland, hazardous materials, aesthetics, construction impacts, air and noise, secondary and cumulative impacts, and items of special nature and conclusions. Provide staff to attend the public meeting and assist the County in preparing responses to comments. It is assumed the County will be responsible for securing a suitable venue for the public meeting, developing a mailing list of property owners, stakeholders and elected officials, preparing and mailing notices, and publishing notices in local newspapers.

- Coordinate and correspond with the local county historic chairperson, Texas Historical Commission, Texas Parks and Wildlife Department, and the U.S. Fish & Wildlife Service.

- DATA COLLECTION & FIELD RECONNAISSANCE:

  - Obtain and update periodically publicly available information including but not limited to: locations of public buildings (schools, churches, parks), aerial

photography, National Wetland Inventory maps, County Soil Survey maps, TCEQ & EPA Hazardous Materials Database information, FEMA floodplain information, vegetation information, environmental information from the appropriate local, state, or federal agencies, including for state and federally-listed species, Edwards Aquifer information.

- Conduct a regulatory records review to identify listed hazardous waste generators, treatment, storage and disposal facilities; solid waste landfills, unauthorized sites; documented spills; oil and gas exploration and production sites; and underground storage tank sites within the proposed site location. The review will also identify other environmental risks along the project corridor.

- Conduct field reconnaissance to visually inspect the project site for additional risks and field verify environmental risks identified by the regulatory records review.

- HAZARDOUS MATERIALS ASSESSMENT:

  - Complete a Hazardous Materials assessment based on the data collection and field reconnaissance conducted and identify potential hazardous material sites that may be impacted by the proposed project. It is assumed the Hazardous Materials ISA prepared for TxDOT environmental review will be sufficient. A Phase I or Phase II Environmental Site Assessment in accordance with ASTM standards is not included in this scope of services.

- SECTION 404 CLEAN WATER ACT COMPLIANCE:

  - Conduct a site visit that will determine if water resources are present. If no water resources are identified in the project area, document these findings in the water resources section of the due diligence report.

  - If water resources are present, delineate wetland boundaries and ordinary high-water marks of jurisdictional waters within the project ROW. Prepare a Waters of the U.S. Delineation Report identifying: specific impacts of the project on the Waters of the U.S., measures to minimize the impacts, and applicable Section 404 permitting options in accordance with current permits and conditions based on data collection and field reconnaissance. It is anticipated that this project will be covered under a Nationwide Permit (NWP 14) and may require a pre-construction notification (PCN).

If it is determined, after the Waters of the U.S. Delineation Report and evaluation of impacts, that a PCN is required; a NWP with PCN will be prepared for submittal to the U.S. Army Corps of Engineers Fort Worth District for review and issuance of a permit. One PCN application is included in this scope of services.

- USACE Approved Jurisdictional Determination (AJD)

  a. Based on observations made during the onsite delineation of aquatic resources and the results of the streamflow duration assessment, it is Halff's professional opinion that ephemeral flow is present within this feature greater than 50% of the assessment reach. Under current U.S. Army Corps of Engineers (USACE) guidance and Clean Water Act (Section 404) regulations, this feature would not typically be considered to be a relatively permanent water or jurisdictional waters of the U.S. (WOTUS).

  b. In order to exclude Big House Branch from USACE jurisdiction as regulated by WOTUS, Halff will prepare and submit an Approved Jurisdictional Determination (AJD) request to the USACE Fort Worth District through their online Regulatory Request System. Halff will conduct up to 2 site visits to collect additional field observations (if needed) and coordinate with USACE to the extent necessary to obtain the AJD.

  c. Exclusions

     i. Right of entry coordination. It is assumed that the Client will provide right of entry to the project area at notice to proceed.\

     ii. Preparation a USACE Section 404 Nationwide Permit Pre-Construction Notification Application, Individual Permit Application, or a mitigation plan.

     iii. Threatened and endangered species habitat assessments, presence/absence surveys, or formal/informal coordination with Texas Parks and Wildlife Department or USFWS (not an anticipated requirement).

- ENDANGERED SPECIES ACT COMPLIANCE:

- Omitted
- Provided by WilCo

- HISTORICAL SITE COMPLIANCE:
  - Prepare a historic building survey that will follow the Secretary of the Interior's Standards and guidelines for Archeology and Historic Preservation and document historic buildings and structures within the Area of Potential Effect based on data collection and field reconnaissance.
  - This scope is removed from this contract. Provided by Wilco on separate environmental contract with others.

- TEXAS ANTIQUITIES CODE (TAC) COMPLIANCE:
  - Prepare a Project Initiation Letter, Texas Antiquities Permit Application, and Associated Scope of Work based on data collection and field reconnaissance.
  - Conduct a pedestrian survey and report to determine the nature, extent, and potential significance of cultural resources located within the Area of Potential Effect in accordance with full report guidelines as outlined by the Texas Historical Commission's Rules of Practice and Procedures.
  - Coordinate with Texas Historical Commission including submittals to Texas Historical Commission and project records to the appropriate curation facility per Texas Historical Commission requirements.

- DELIVERABLES:
  - Draft & Final County Environmental Due Diligence Report
    - The County will provide Consultant with Endangered Species Act compliance documentation/information for Consultant to incorporate into the report.
  - Draft & Final Regulatory Records Review
  - Draft & Final Hazardous Materials Assessment Report (assume a Hazardous Materials ISA in TxDOT format will suffice)

- Draft & Final Waters of the U.S. Delineation Report
- Draft & Final Historic Building Survey
    - The County will provide Consultant with Historic Building Survey compliance documentation/information for Consultant to incorporate into the report.
- Draft & Final Texas Antiquities Permit Application, Associated Scope of Work and Survey Report
- Draft & Final NWP with PCN
- TxDOT Environmental Clearance Documentation (Draft and Final)
    - Project Coordination Request, Research Design, and Survey Report for Historic Resources
    - Archeological Background Study, Antiquities Permit Application and Scope of Work, and Survey Report
    - TxDOT Species Analysis Spreadsheet and Form, TPWD BMPs Form
    - Surface Water Analysis, Section 404 Impacts Table, Waters of the U.S. Delineation Report
    - Hazardous Materials Initial Site Assessment
    - Community Impact Analysis (if required)
    - Traffic Noise Analysis (if required)
- Provide Final Acceptance Correspondence of Approval of Permits

- <u>GEOTECHNICAL SERVICES</u>
    - BORINGS:
        - The specified rate boring fee was inadvertently omitted from the original Work Authorization. These boring rates are being added to the Supplemental Work

Authorization and do not require an increase based on the original project limits.

- The maximum spacing and minimum depth of borings for retaining walls, bridges, slopes and embankments per the latest TxDOT Geotechnical Manual. Minimum depth for retaining wall borings shall be to a depth of at least where stress increase due to estimated foundation load is less than ten percent of the existing effective overburden stress at that depth and between one and two times the wall height as well as penetrate soft highly compressible soils. Borings are to be performed for each significant culvert to a depth of 10 feet below bottom of foundation. Groundwater elevations shall be taken 15 minutes after initial encounter with groundwater. Additional groundwater elevations shall be taken where clay soils are encountered to obtain a static water level. Field testing shall consist of either the Texas Cone Penetrometer (TCP) or the Standard Penetration Test (SPT) at a minimum of 5-foot intervals. In between the TCP/SPT interval obtain Shelby Tube samples and bag samples appropriate for laboratory testing. Pavement boring spacing shall be performed at intervals per the TxDOT Pavement Design Manual and should be to a depth of 15 feet. Dynamic Cone Penetrations (DCP) shall be performed to a maximum depth of 24 inches below ground surface at the pavement boring locations. Additional borings are to be acquired for the increased roadway length including bores for a new bridge and retaining walls.
- The Engineer shall be responsible for Soil Core Hole Drilling required for bridges, retaining walls, embankment, culvert, and pavement borings. The Engineer shall follow the procedures in the TxDOT Geotechnical Manual and will contact the appropriate utility location services to have underground utilities located prior to drilling in an area.
- The soil borings will be properly backfilled with bentonite chips and a single lift of cold patch asphalt where applicable. The soil samples will be obtained using Shelby tubes and/or split-spoon samplers. Field-testing of soil samples will include pocket penetrometer in the cohesive soils and Standard Penetration Test (SPT) in the cohesionless soils. Texas Cone Penetrations will be performed in the bridge, retaining wall, and culvert borings at five-foot intervals.
- The Geotechnical Engineer shall obtain a copy of the plans to be used in authoring the Geotechnical and Pavement Report. The purpose is to provide accurate plan information in these reports.

- GEOTECHNICAL REPORTS:
    - Perform appropriate laboratory tests on soil samples recovered from the borings. Laboratory testing will include but not limited to: moisture content, liquid limit, plastic limit, unconfined compression, Texas Triaxial, resilient modulus determined from DCP testing, free swell, particle size analysis tests, visual classification, dry density, sulfate content tests, and lime series analyses. Laboratory testing shall also include particle size analysis tests for D50 determinations for the evaluation of scour at water crossings. Appropriate laboratory testing to also include the roadway extension to CR 327 and for the roadway realignment shift.

    - Provide a Geotechnical Investigation for the project evaluated by a professional geotechnical engineer Licensed in the State of Texas. The following items will be included in the geotechnical report: soil boring locations, boring logs (TxDOT Wincore output graphs/format), and plan of borings, subsurface exploration procedures, encountered subsurface conditions, field and laboratory test results, description of surface and subsurface conditions, groundwater conditions/readings, analysis and recommendations for fill induced settlement and slope stability of the earthen embankments; and culvert bedding, analysis and recommendations for wingwalls, headwalls, and retaining walls, general earthwork recommendations, wall backfill limits, Swell potential evaluations, Pavement thickness design alternatives with subgrade stabilization, PVR calculations.

    - Provide geotechnical analysis needed for pavement design, foundation design, and slope stability, as required. For retaining walls, Engineer will provide calculations including global stability, sliding, bearing capacity, and overturning and recommendations for minimum footing depth. Where retaining walls will be inundated due to water, a drawdown analysis is required. In addition, retaining wall backfill type shall be specified. A sketch is required showing the backfill type and limits. Show the limits of the foundation material, aggregate backfill material, and retained fill. Provide the information to include in an RW(MSE)DD plan sheet. For bridge foundation design, the capacity curves shall be adjusted for the upper moisture change zone (5 to 10 feet) and scour. Geotechnical analysis to also include the additional pavement and retaining walls for extending roadway limits to CR 327 and realignment shift at FM 971/GTownRR.

- The pavement design will include consideration of traffic loads to be estimated by the Engineer. Pavement design shall follow the latest Williamson County Design Manual. The traffic data required includes current and projected traffic counts and truck percentages. The Engineer will prepare four (4) flexible pavement design alternatives and one (1) rigid pavement design alternative. Flexible pavement design alternatives shall include: subgrade stabilization utilizing lime and flexible base layer (if lime is not recommended, an explanation shall be provided for approval by the County Engineer); full depth asphalt section; driveway section; temporary full depth asphalt pavement section. Rigid design alternative shall include flexible base, HMAC Bond Breaker, and continuous reinforced concrete pavement. Geogrid reinforcement will also be considered in these designs. Identify areas of possible sulfates in subgrade. Pavement thickness options are to use the latest version of **TxDOT FPS-21**.

- DELIVERABLES:

  - Draft & Final Pavement Design Report

  - Draft & Final Bridge Design Report

  - Draft & Final Retaining Wall Report

- <u>PLAN PREPARATION</u>

  - Plans shall be prepared per **Williamson County and TxDOT** criteria including applicable submittal requirements per PS&E Development Plan Submittal Checklist including: cost estimate, checklists, hardcopies, CAD files, comment responses, design waivers/exceptions, general notes, quantities, updated design schedule, construction time determination.

  - DESIGN CRITERIA & CONCEPTUAL LAYOUT (Pre-30% Submittal):

    - Review design criteria utilized for the existing approved schematic.

    - Submit an updated Design Summary Form (DSF) **and Design Summary Report (DSR)** and note any recommend changes to the previously approved design criteria.

- Prepare a conceptual layout of the Project based on the existing approved schematic showing the proposed project limits, typical sections, ROW, edge of pavement, sidewalk/SUP, bridge limits, existing utilities, and preliminary drainage (pipe, ditch, & pond locations).

- ROADWAY:

  - **Refine** horizontal and vertical alignment of the roadway and cross streets, existing and proposed typical sections, cross sections created at appropriate increments and at cross drainage structures.

  - Revise to include the following modifications:

    1. Design horizontal and vertical alignment to for the added roadway length up to CR 327 for an approximate 0.6 miles, including a single lane roundabout design.

    2. Redesign horizontal and vertical alignment for an alignment shift at FM 971/GtownRR crossing, approximate length of 1.2 miles.

    3. Update Corridor E4 Schematic to incorporate the modified horizontal and vertical geometry for the southbound frontage roadway shift due to gas line conflict, main lane alignment shift over GtownRR/FM971 and new entrance and exit ramp configurations, approximate 1.1 and 1.2 miles respectfully.

  - Prepare project layout sheets that identify the project area and limits of work.

  - Prepare Survey Data Sheets that clearly indicate benchmark locations and associated control information.

  - Design and detail bridge including layout, beam layout, abutment and span details, and standards per TxDOT's Bridge Project Development Manual, Load and Resistance Factor Design (LRFD) Bridge Design Manual, and Bridge Detailing Manual Bridge Design Manual. Custom bridge details **are not** anticipated, however may be required in special locations circumstances (RR crossing, SUP rails, scour protection, etc.). **Bridges will be designed to accommodate by the interim two-lane configuration as well as the ultimate 3 lane configuration and will include a shared us path. The proposed facility**

will include 3 bridges with 1 additional bridge for the increased length for a total of 4:

- Bridge No. 0 – Future NBFR over Big House Branch: 57 ft wide x 360 ft long bridge capable of carrying three 12 ft (ultimate) lanes and barrier protected shared use path. Bridge is comprised of 3 span PCG superstructure, cast-in-place concrete abutments and bents founded on concentrically placed concrete drilled shafts.

- Bridge No. 1 - Future NBFR over Pecan Branch Stream: 57 ft wide x 1010 ft long bridge capable of carrying three 12 ft (ultimate) lanes and barrier protected shared use path. Bridge is comprised of 8 span PCG superstructure, cast-in-place concrete abutments and bents founded on concentrically placed concrete drilled shafts. The bridge design will be modified to include 2 additional bents. Additionally, the beam type will be modified to a TX46 to increase freeboard. The revised bridge will be 57 ft wide x 1040 ft long.

- Bridge No. 2 - Future NBFR over Pecan Branch: 57 ft wide x 633 ft long bridge capable of carrying three 12 ft (ultimate) lanes and barrier protected shared use path. Bridge is comprised of 5 span PCG superstructure, cast-in-place concrete abutments and bents founded on concentrically placed concrete drilled shafts. The bridge design will be modified to reduce the bridge to a 2 span PCG and will be 57’ wide x 240’ long.

- Bridge No. 3 - Future NBML over Georgetown Railroad and FM 971: 46 ft wide x 2400 ft long bridge capable of carrying two 12 ft (ultimate) lanes, two 10 ft shoulders. Bridge is comprised of 16 span PCG superstructure, cast-in-place concrete abutments and bents founded on concentrically placed concrete drilled shafts. It is anticipated that a railroad exhibit will be required at this location.

- The bridge design is being revised for add 6 additional bents and will now be on a horizontal curve. Additionally, the full bridge width will be design to accommodate the future Auxiliary Lane and future SUP to eliminate the requirement for future GRRR coordination. The bridge design will be modified to a 22 span bridge and will be 71’ wide x 2400’ long.

- DRAINAGE:
    - Prepare hydraulic calculations for the design of drainage structures and detention structures on the project and inclusion in the plans. Hydraulic calculations to include added drainage structure as part of extending the project limits to CR327 and the modified drainage structure associated with alignment shift at GtownRR/ FM 971.
    - Develop drainage area maps delineating drainage area boundaries based on USGS topographic maps, local contour maps, and/or field survey data. Include additional drainage areas for the areas associated with extending the project limits to CR 327.
    - Design and detail storm sewer system, drainage outfalls, cross drainage structures, culverts, channels, roadside ditches, minimum side slopes, and erosion and sedimentation control. Design to also include cross drainage structures, channels and roadside ditches for extending the project limits to CR 327 and for the alignment shift at GtownRR/ FM 971.
    - Design and detail on-site stormwater detention measures or provide documentation along with supporting calculations justifying that the project is exempt from the on-site detention requirements stated in the Williamson County Design Criteria Manual.
- SIGNING, MARKINGS, ILLUMINATION & SIGNALIZATION:
    - Prepare signing and marking layout per current version of Texas Manual of Uniform Traffic Control Devices (TMUTCD). Detail all non-standard signs or marking details as required for the project. Prepare additional signing and marking layouts to include the added length for extending project limits to CR 327 and for the single lane roundabout.
    - Meet with TxDOT/County staff to discuss signal design requirements. The mast arms and traffic signals will be designed based on TxDOT Standards.
    - Acquire roadway files for the intersections and shall include, at minimum, proposed curb lines, pavement markings, pedestrian ramps, all aboveground and underground utilities, and right-of-way around the study intersection.
    - Design will include pedestrian signalization and ADA ramps for the entire intersection.

- Provide PDF and CAD files of final plans and one set of original signed and sealed plans.

- Prepare a quantities summary, bid item spreadsheet, and estimate of construction cost for the traffic signal design.

- A traffic signal design has been assumed at the following locations:

    1. Proposed Corridor E and SH 29

    2. Proposed Corridor E and FM 971

- Illumination Engineering Services

    - All illumination engineering analysis will be based on TxDOT illumination standards and Williamson County Design Manual. The following is a list of basic illumination scope of services.

- Illumination Photometric Analysis.

    - Perform photometric analysis of under bridge illumination. The analysis will be performed for four under bridge locations.

    - Perform photometric analysis for one intersection between Hwy 29 and FM 121.

    - Perform photometric analysis for intersection at FM 124.

    - Perform photometric analysis for intersection at FM 127.

    - Perform photometric analysis for intersection at FM 971.

    - Perform photometric analysis for one end of road turnaround.

- Illumination PS&E

    - Develop 60%, 90% and 100% lighting plan sheets and specifications for illumination design. Plan sheets will be developed as per TxDOT standards.

    - Sheets are to incorporate conduit and cabling schedules.

    - Sheets will incorporate circuiting requirements such as overcurrent protection, grounding, and current carrying conductor requirements.

- Plan sheets are to incorporate TxDOT electrical service entrance details.

- Electrical Engineering Services

  - Electrical Utility Coordination

  - Electrical utility coordination for utility service extension to new illumination luminaires scope is included. In this task, engineer will frequently communicate with the electrical utility so that utility service drop requirements are adequately agreed upon. The final electrical service drop location will be identified on plans as per electrical utilities agreement.

- Power System Design:

  - Develop power system design with electrical service rack, circuiting, and load analysis for two signal controller cabinet.

  - Develop illumination circuiting voltage drop analysis.

- TRAFFIC CONTROL:

  - Prepare traffic control plan sequence of construction narrative, phase layout sheets, and detour layout as needed to direct traffic around construction activities per Texas Manual of Uniform Traffic Control Devices (TMUTCD). Prepare traffic control plans for the added roadway length that terminates at CR 327. Prepare phasing layout for roundabout tie in at CR 327

- WATER QUALITY:

  - Prepare water quality temporary and permanent Best Management Practices (BMPs) to comply with Texas Commission on Environmental Quality (TCEQ) regulations.

  - Prepare Stormwater Pollution Prevention Plan (SWPPP) and EPIC Sheet.

- DELIVERABLES:

  - Pre-30% Submittal: DSF, Typical Sections, and Conceptual Layout

  - 30% PS&E Submittal: per 30% Plan Submittal Checklist

  - 60% PS&E Submittal: per 60% Plan Submittal Checklist

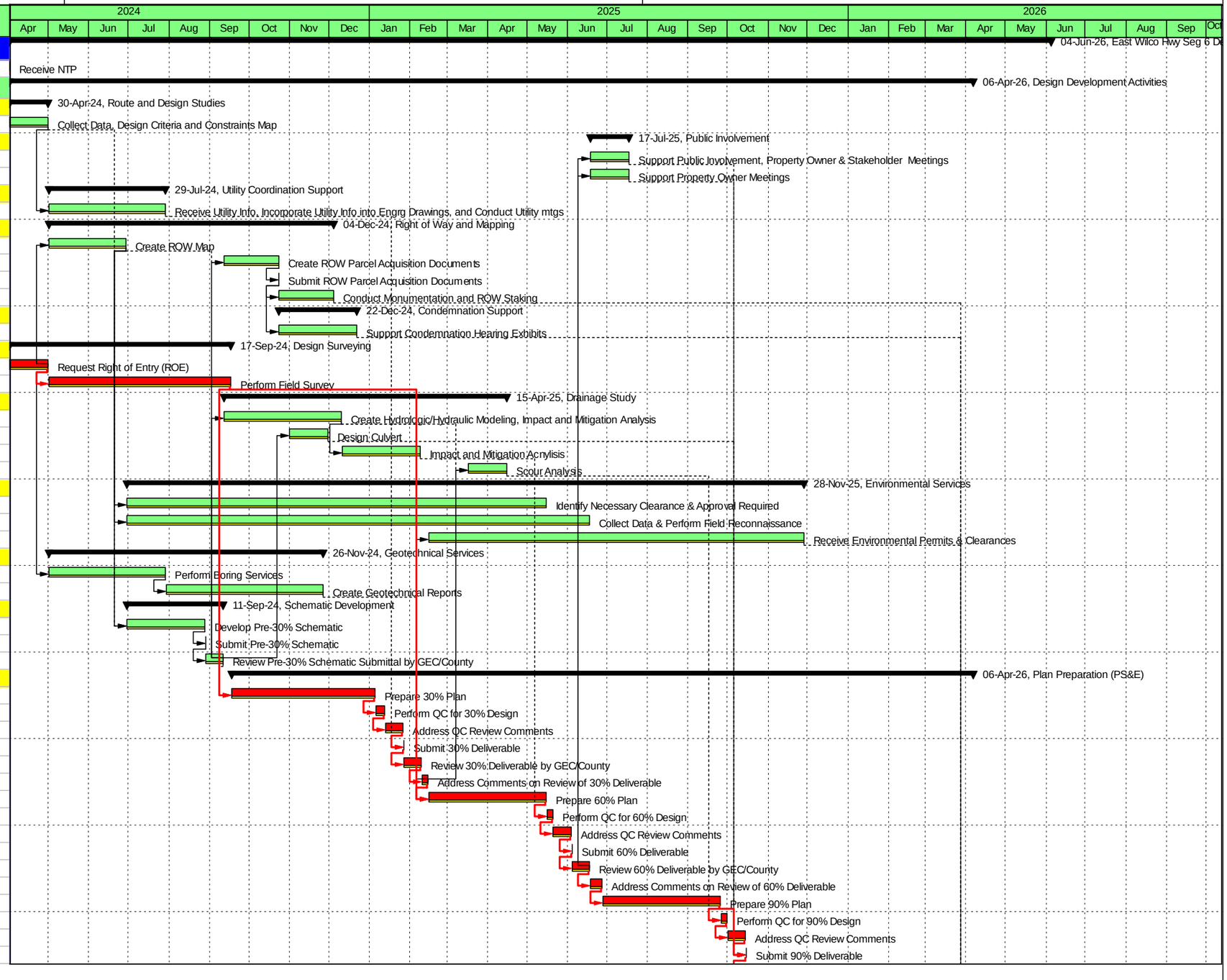
- 90% PS&E Submittal: per 90% Plan Submittal Checklist
- 100% PS&E Submittal; per 100%/Final Plan Submittal Checklist
- Final PS&E Submittal; see 100%/Final Plan Submittal Checklist
- Draft & Final Drainage Report and Drainage Models

- PERMITS
  - Pay Application Fee(s).
- BIDDING PHASE SERVICES
  - BIDDING PHASE SERVICES:
    - Prepare all applicable construction documents for bidding including final signed and sealed plans with any joint bid utility plans incorporated; final general notes, specification list, special specifications and signed & sealed cover for project construction manual. Final construction time determination which also includes any joint bid utilities.
    - Attend the pre-bid meeting. Respond to bidder's questions during the bid period. Prepare project addenda during bid period. Analyze contractor bids, prepare bid tabulation, and make recommendation for award to the apparent low bidder. Attend the pre-construction conference.
  - DELIVERABLES:
    - Signed and sealed final bid documents
    - Addenda as necessary
    - Bid analysis and recommendation for award
- EXCLUSIONS
  - Route and Design Studies
  - Schematic Design
  - Construction Phase Services
  - Noise Walls

Attachment C: Schedule
East Wilco Hwy Segment 6

15-Sep-25

Activity ID	Activity Name	Original Duration	Start	Finish
East Wilco Hwy Seg 6 Design Schedule		795	01-Apr-24	04-Jun-26
A1000	Receive NTP	0	01-Apr-24	01-Apr-24
Design Development Activities		735	01-Apr-24	06-Apr-26
Route and Design Studies		30	01-Apr-24	30-Apr-24
A1080	Collect Data, Design Criteria and Constraints	30	01-Apr-24	30-Apr-24
Public Involvement		30	18-Jun-25	17-Jul-25
A1090	Support Public Involvement, Property Owner	30	18-Jun-25	17-Jul-25
A1100	Support Property Owner Meetings	30	18-Jun-25	17-Jul-25
Utility Coordination Support		90	01-May-24	29-Jul-24
A1110	Receive Utility Info, Incorporate Utility Info intc	90	01-May-24	29-Jul-24
Right of Way and Mapping		218	01-May-24	04-Dec-24
A1120	Create ROW Map	60	01-May-24	29-Jun-24
A1122	Create ROW Parcel Acquisition Documents	42	12-Sep-24	23-Oct-24
A1130	Submit ROW Parcel Acquisition Documents	0	24-Oct-24	24-Oct-24
A1140	Conduct Monumentation and ROW Staking	42	24-Oct-24	04-Dec-24
Condemnation Support		60	24-Oct-24	22-Dec-24
A1150	Support Condemnation Hearing Exhibits	60	24-Oct-24	22-Dec-24
Design Surveying		170	01-Apr-24	17-Sep-24
A1160	Request Right of Entry (ROE)	30	01-Apr-24	30-Apr-24
A1170	Perform Field Survey	140	01-May-24	17-Sep-24
Drainage Study		216	12-Sep-24	15-Apr-25
A1210	Create Hydrologic/Hydraulic Modeling, Impac	90	12-Sep-24	10-Dec-24
A1220	Design Culvert	30	01-Nov-24	30-Nov-24
A1215	Impact and Mitigation Acnylisis	60	11-Dec-24	08-Feb-25
A1225	Scour Analysis	30	17-Mar-25	15-Apr-25
Environmental Services		517	30-Jun-24	28-Nov-25
A1230	Identify Necessary Clearance & Approval Rec	320	30-Jun-24	15-May-25
A1240	Collect Data & Perform Field Reconnaissanc	353	30-Jun-24	17-Jun-25
A1250	Receive Environmental Permits & Clearances	287	15-Feb-25	28-Nov-25
Geotechnical Services		210	01-May-24	26-Nov-24
A1270	Perform Boring Services	90	01-May-24	29-Jul-24
A1280	Create Geotechnical Reports	120	30-Jul-24	26-Nov-24
Schematic Development		74	30-Jun-24	11-Sep-24
A1180	Develop Pre-30% Schematic	60	30-Jun-24	28-Aug-24
A1190	Submit Pre-30% Schematic	0	29-Aug-24	29-Aug-24
A1200	Review Pre-30% Schematic Submittal by GE	14	29-Aug-24	11-Sep-24
Plan Preparation (PS&E)		565	18-Sep-24	06-Apr-26
A1290	Prepare 30% Plan	110	18-Sep-24	05-Jan-25
A1295	Perform QC for 30% Design	7	06-Jan-25	12-Jan-25
A1298	Address QC Review Comments	14	13-Jan-25	26-Jan-25
A1300	Submit 30% Deliverable	0	27-Jan-25	27-Jan-25
A1310	Review 30% Deliverable by GEC/County	14	27-Jan-25	09-Feb-25
A1315	Address Comments on Review of 30% Delive	5	10-Feb-25	14-Feb-25
A1320	Prepare 60% Plan	90	15-Feb-25	15-May-25
A1325	Perform QC for 60% Design	5	16-May-25	20-May-25
A1327	Address QC Review Comments	14	21-May-25	03-Jun-25
A1330	Submit 60% Deliverable	0	04-Jun-25	04-Jun-25
A1340	Review 60% Deliverable by GEC/County	14	04-Jun-25	17-Jun-25
A1345	Address Comments on Review of 60% Delive	10	18-Jun-25	27-Jun-25
A1350	Prepare 90% Plan	90	28-Jun-25	25-Sep-25
A1355	Perform QC for 90% Design	5	26-Sep-25	30-Sep-25
A1357	Address QC Review Comments	14	01-Oct-25	14-Oct-25
A1360	Submit 90% Deliverable	0	15-Oct-25	15-Oct-25

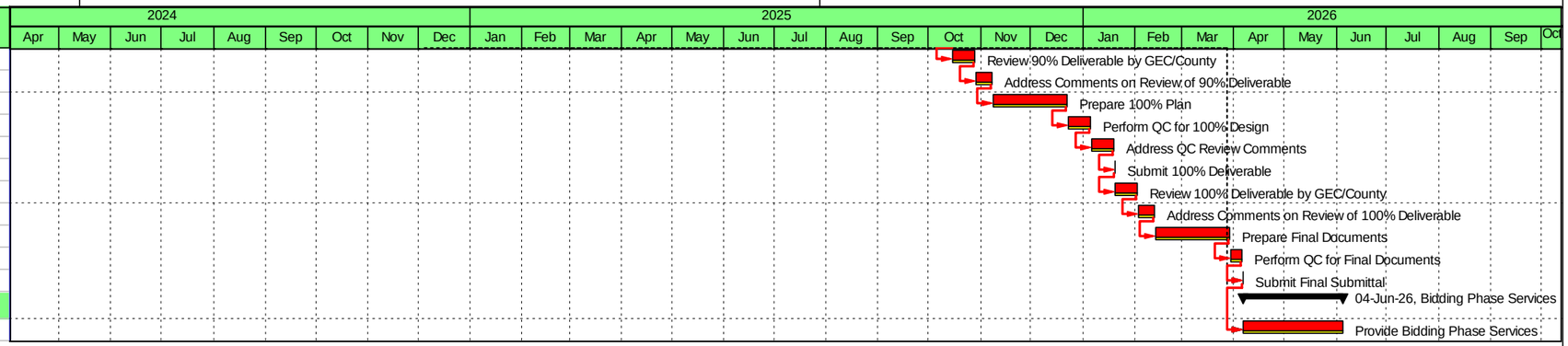


Primary Baseline
Actual Work
Remaining Work
Critical Remaining Work
Milestone
Summary

Attachment C: Schedule
East Wilco Hwy Segment 6

15-Sep-25

Activity ID	Activity Name	Original Duration	Start	Finish
A1370	Review 90% Deliverable by GEC/County	14	15-Oct-25	28-Oct-25
A1375	Address Comments on Review of 90% Delive	10	29-Oct-25	07-Nov-25
A1380	Prepare 100% Plan	45	08-Nov-25	22-Dec-25
A1385	Perform QC for 100% Design	14	23-Dec-25	05-Jan-26
A1387	Address QC Review Comments	14	06-Jan-26	19-Jan-26
A1390	Submit 100% Deliverable	0	20-Jan-26	20-Jan-26
A1400	Review 100% Deliverable by GEC/County	14	20-Jan-26	02-Feb-26
A1405	Address Comments on Review of 100% Deli	10	03-Feb-26	12-Feb-26
A1410	Prepare Final Documents	45	13-Feb-26	29-Mar-26
A1415	Perform QC for Final Documents	7	30-Mar-26	05-Apr-26
A1430	Submit Final Submittal	0	06-Apr-26	06-Apr-26
Bidding Phase Services		60	06-Apr-26	04-Jun-26
A1420	Provide Bidding Phase Services	60	06-Apr-26	04-Jun-26



Primary Baseline
Actual Work
Remaining Work
Critical Remaining Work
Milestone
Summary

ATTACHMENT "D" FEE SCHEDULE

SUMMARY

East Wilco Hwy Seg. 6

Task	Description	Halff Associates, Inc.				Raba Kistner, Inc.			BGE, Inc.			Aguirre & Fields, L.P.			Inland Geodetics				TOTALS
		WA #1 Total	SWA #1 Revision	SWA #1 Total	TOTAL	WA #1	SWA #1 Total	TOTAL	WA #1	SWA #1 Total	TOTAL	WA #1	SWA #1 Total	TOTAL	WA #1	SWA#1 Revision	SWA #1 Total	TOTAL	
Task 1	PROJECT MANAGEMENT	$ 448,580.00	$ (157,430.00)	$ (157,430.00)	$ 291,150.00	$ 28,425.50	$ (2,255.20)	$ 26,170.30	$ 44,555.00	$ -	$ 44,555.00	$ 30,552.00	$ (3,540.00)	$ 27,012.00	$ 32,325.00	$ (2,725.00)	$ (2,725.00)	$ 29,600.00	$ 418,487.30
Task 2	PUBLIC INVOLVEMENT	$ 99,450.00	$ (62,540.00)	$ (62,540.00)	$ 36,910.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 36,910.00
Task 3	UTILITY COORDINATION SUPPORT	$ 69,965.00	$ (39,685.00)	$ (39,685.00)	$ 30,280.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 30,280.00
Task 4	RIGHT OF WAY (ROW) AND MAPPING	$ 4,400.00	$ (2,750.00)	$ (2,750.00)	$ 1,650.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 20,900.00	$ (8,460.00)	$ (8,460.00)	$ 12,440.00	$ 14,090.00
Task 5	CONDEMNATION SUPPORTY	$ 35,440.00	$ (21,940.00)	$ (21,940.00)	$ 13,500.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 10,120.00	$ (6,405.00)	$ (6,405.00)	$ 3,715.00	$ 17,215.00
Task 6	SURVEYING	$ 38,070.00	$ (16,920.00)	$ (16,920.00)	$ 21,150.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 211,100.00	$ (13,525.00)	$ (13,525.00)	$ 197,575.00	$ 218,725.00
Task 7	DRAINAGE STUDY	$ 323,260.00	$ (80,535.00)	$ (4,160.00)	$ 319,100.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 319,100.00
Task 8	ENVIRONMENTAL SERVICES	$ 578,990.00	$ (191,280.00)	$ (191,280.00)	$ 387,710.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 387,710.00
Task 9	GEOTECHNICAL SERVICES	$ -	$ -	$ -	$ -	$ 61,101.04	$ 6,039.24	$ 67,140.28	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 67,140.28
Task 10	PLAN PREPARATION	$ 2,297,795.00	$ (1,015,070.00)	$ (810,825.00)	$ 1,486,970.00	$ -	$ -	$ -	$ -	$ -	$ -	$ 845,298.00	$ 202,835.00	$ 1,048,133.00	$ -	$ -	$ -	$ -	$ 2,535,103.00
Task 11	PERMITS	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Task 12	BIDDING PHASE SERVICES	$ 52,520.00	$ -	$ -	$ 52,520.00	$ -	$ -	$ -	$ -	$ -	$ -	$ 6,552.00	$ -	$ 6,552.00	$ -	$ -	$ -	$ -	$ 59,072.00
Direct Expenses		$ 28,392.50	$ -	$ -	$ 28,392.50	$ 9,850.00	$ 285,674.81	$ 295,524.81	$ -	$ -	$ -	$ 135.00	$ -	$ 135.00	$ 4,875.00	$ -	$ -	$ 4,875.00	$ 328,927.31
SUB TOTALS		**$ 3,976,862.50**	**$ (1,588,150.00)**	**$ (1,307,530.00)**	**$ 2,669,332.50**	**$ 99,376.54**	**$ 289,458.85**	**$ 388,835.39**	**$ 44,555.00**	**$ -**	**$ 44,555.00**	**$ 882,537.00**	**$ 199,295.00**	**$ 1,081,832.00**	**$ 279,320.00**	**$ (31,115.00)**	**$ (31,115.00)**	**$ 248,205.00**	**$ 4,432,759.89**
Percentage		75.3%			60.2%	1.9%		8.8%	0.8%		1.0%	16.7%		24.4%	5.3%			5.6%	100.0%
TOTAL WORK																			**$ 4,432,759.89**

ATTACHMENT "D" FEE SCHEDULE

HALFF ASSOCIATES

East WilCo Highway Segment 6

TASK / DESCRIPTION	PRINCIPAL IN CHARGE $400.00	PROJECT MANAGER $340.00	SR TECHNICAL MANAGER $340.00	SR QC REVIEWER $340.00	SR PROJECT ENGINEER $265.00	PROJECT ENGINEER $210.00	DESIGN ENGINEER $160.00	EIT $135.00	SR GIS TECH $140.00	GIS TECH $105.00	SR CADD OPERATOR $125.00	CADD OPERATOR $100.00	SR STRUCTURAL ENGINEER $330.00	STRUCTURAL ENGINEER $200.00	SR DRAINAGE ENGINEER $320.00	SR TRAFFIC ENGINEER $265.00	SR ENV SCIENTIST $315.00	ENV SCIENTIST IV $235.00	ENV SCIENTIST III $190.00	ENV SCIENTIST II $130.00	ENV SCIENTIST I $95.00	SR PI SPECIALIST $220.00	PI SPECIALIST $160.00	CLERICAL / ADMIN $130.00	TOTAL MAN-HOURS	SUB ID.	TOTAL LABOR FOR TASK
TASK 1 PROJECT MANAGEMENT																											
A COMMUNICATION	15	35			35	35	35																		155		$ 40,125
B PROGRESS REPORTS/INVOICING (35 MONTHS)		24															9							32	65		$ 15,155
C QA/QC																											$ -
PREPARE PLAN				10																					10		$ 3,400
QC DELIVERABLES				60																					60		$ 20,400
CONTINUOUS QC					98																				98		$ 25,970
D PROJECT COORDINATION/ADMIN																											$ -
PREPARE AND MAINTAIN RECORDKEEPING																											$ -
CORRESPONDENCE AND COORDINATION WITH GEC																											$ -
MANAGE ACTIVITIES																											$ -
E PROGRESS/COORDINATION MEETINGS (52 EXTERNAL MEETINGS)		52				52													52						156		$ 38,480
KICKOFF MEETING		2			2	2	2	2					2		2	2			2						18		$ 4,430
PREPARE AGENDA/SIGN-IN SHEETS (ALL EXTERNAL MEETINGS)		27				52																			79		$ 20,100
PREPARE MEETING MINUTES		27				52		52											27						158		$ 32,250
INTERNAL COORDINATION MEETINGS		52			52	52	52	52											52	52					364		$ 74,360
F PROJECT SCHEDULE AND UPDATE		16																							16		$ 5,440
G PROJECT DOCUMENT/FILES						32		32																	64		$ 11,040
H DELIVERABLES																											$ -
MONTHLY INVOICES AND PROGRESS PREPORTS																											$ -
PROJECT SPECIFIC QA/QC PLAN																											$ -
MEETING MINUTES, SIGN-IN SHEETS, AND AGENDAS																											$ -
PROJECT SCHEDULE AND UPDATE																											$ -
PROJECT FILES																											$ -
QA/QC DOCUMENTATION																											$ -
																											$ -
SUBTOTAL HOURS/COSTS	15	235		70	187	277	89	138					2		2	2	9		133	52				32	1243		$ 291,150.00
TASK 2 PUBLIC INVOLVEMENT																											
A PUBLIC INVOLEMENT SUPPORT																											$ -
REVIEW PROJECT PUBLIC INVOLEMENT PLAN PREPARED BY OTHERS	1																	1	5		1	2			10		$ 2,125
PROVIDE INFORMATION OR DATA FOR FACT SHEETS/FAQS	1					3												1	3	2	8			1	19		$ 2,985
PROVIDE EXHIBITS FOR PROJECT INFORMATION SITE (1 ASSUMED)					1		2	8											2	1	6				20		$ 2,745
B PROPERTY OWNER MEETING SUPPORT																											$ -
PREPARE MATERIALS FOR MEETINGS WITH INDIVIDUAL PROPERTY OWNERS (5 MEETINGS ASSUMED)						2	4											1	6	2	8			2	25		$ 3,715
PROVIDE PROPERTY OWNER EXHIBITS					2	4		18																	24		$ 3,800
ATTEND MEETINGS (ONE PERSON MINIMUM FOR 5 MEETINGS)		2																	4		4				10		$ 1,820
C STAKEHOLDER MEETINGS																											$ -
COORDINATE WITH AFFECTED STATE AND LOCAL AGENCIES AND COUNTY'S CONSULTANTS		2																1	2		2				7		$ 1,485
PREPARE MEETING MATERIALS (2 MEETINGS ASSUMED)					1	2		3										1	6		8			2	23		$ 3,485
RAILROAD COORDINATION AND EXHIBITS		10				14		25																	49		$ 9,715
D DELIVERABLES																											$ -
INPUT ON FACT SHEETS, FAQS AND EXHIBITS FOR WEBSITE		1																1	8	2	3			1	16		$ 2,770
PROPERTY OWNER EXHIBITS (NATIVE FILE, PDF, AND HARDCOPY)																											$ -
STAKEHOLDER MEETING AGENDAS, EXHIBITS, AND MEETING MINUTES																		1	6	1	8				16		$ 2,265
																											$ -
SUBTOTAL HOURS/COSTS	2	15			4	25	6	54										7	42	8	47	1	2	6	219		$ 36,910.00
TASK 3 UTILITY COORDINATION SUPPORT																											
A INCORPORATE UTILITY INFORMATION																											$ -
INCORPORATE UTILITY INFORMATION INTO DESIGN FILES						8	18	18			18														62		$ 9,240
ADD UTILITY NOTES AS NECESSARY						8	18	34																	60		$ 9,150
CONSIDER/INCORPORATE UTILITY WORK IN TCP						8	18	34																	60		$ 9,150
B UTILITY MEETINGS																											$ -
MEET W/ UTILITY COORDINATOR (UP TO 4 MEETINGS)		2				2		2																	6		$ 1,370
ATTEND MEETING WITH UTILITIES (UP TO 5 MEETINGS)		2				2		2																	6		$ 1,370
C DELIVERABLES																											$ -
UTILITY INFORMATION INCORPORATED INTO PLANS AND DESIGN FILES																											$ -
REVIEW OF UTILITY RELOCATION PLANS																											$ -
																											$ -
SUBTOTAL HOURS/COSTS		4				28	54	90			18														194		$ 30,280.00
TASK 4 RIGHT OF WAY (ROW) AND MAPPING																											
A PARCEL ACQUISITION DOCUMENTS (2 EXHIBITS ASSUMED)																											$ -
PREPARE ROW STRIP MAP																											$ -
PREPARE DRAFT PARCEL SKETCHES AND FIELD NOTES																											$ -
PROVIDE PROPERTY OWNER EXHIBITS		3				3																			6		$ 1,650
B DELIVERABLES																											$ -
PROPERTY OWNER EXHIBITS (DRAWING FILE, PDF, AND HARDCOPIES)																											$ -
																											$ -
SUBTOTAL HOURS/COSTS		3				3																			6		$ 1,650.00
Task 5 CONDEMNATION SUPPORTY																											
A CONDEMNATION HEARING EXHIBITS																											$ -
PREPARE PRELIMINARY AND FINAL CONDEMNATION HEARING EXHIBITS (4 PARCELS)						8		30																	38		$ 5,730
EXHIBITS						8		30																	38		$ 5,730
B CONDEMNATION HEARINGS																											$ -
ATTEND PREPARTION MEETING(S) WITH ATTORNEY		3																							3		$ 1,020
ATTEND CONDEMNATION MEETING IN PERSON AND TESTIFY (UP TO 4 HEARINGS)		3																							3		$ 1,020
C DELIVERABLES																											$ -
PRELIMINARY CONDEMNATION HEARING EXHIBITS (PDF)																											$ -
FINAL CONDEMNATION HEARING EXHIBITS (PDF)																											$ -
																											$ -
SUBTOTAL HOURS/COSTS		6				16		60																	82		$ 13,500.00

ATTACHMENT "D" FEE SCHEDULE

HALFF ASSOCIATES

East WilCo Highway Segment 6

TASK 6	SURVEYING																									
	A RIGHT OF ENTRY (13 LETTERS ASSUMED)																								$	-
	REVIEW ROE LETTERS FROM ON-CALL SURVEY		15																				15	30	$	7,050
	PREPARE/MAIL ROE LETTERS AND FOLLOW UP		30																				30	60	$	14,100
	B PREPARE PRELIMINARY SCHEMATIC DELIVERABLE																								$	-
	PERFORM DESIGN SURVEY TO PRODUCE 1' CONTOURS																								$	-
	ESTABLISH HORIZONTAL AND VERTICAL CONTROL AND SET TEMPORARY BENCHMARKS																								$	-
	C DELIVERABLES																								$	-
	RIGHT OF ENTRY LETTERS, FOLLOW UP LETTERS, AND EXECUTED RIGHT OF ENTRY DOCUMENTS																								$	-
	MAPPING IN 2-D AND 3-D MICROSTATION FILES (GRID OR DATUM)																								$	-
	PDF OF EACH SURVEYOR PROJECT NOTEBOOK																								$	-
	DTM OF PROPOSED COORIDOR																								$	-
	SURVEY CONTROL SHEETS																								$	-
																									$	-
	SUBTOTAL HOURS/COSTS		45																				45	90	$	21,150.00
TASK 7	DRAINAGE STUDY																									
	A HYDROLOGIC/HYDRAULIC MODELING (3 MAJOR CHANNEL CROSSINGS, 4 CROSS CULVERTS ASSUMED)																								$	-
	PREPARE HYDROLOGIC AND HYDRAULIC MODELS			3	3	15	36	36	120	18	9				15									255	$	43,800
	PREPARE HYDROLOGIC AND HYDRAULIC MODELS (New Bridge)		1	1	2	4	8	8	40	8	4													76	$	12,320
	PREPARE HYDROLOGIC AND HYDRAULIC MODELS (Realignment shift)			1	2	4	8	12	48	4	8													87	$	13,560
	DEVELOP EXISTING CHANNEL CROSS SECTIONS			3	3	9	15	24	36	18	9													117	$	19,740
	DEVELOP EXISTING CHANNEL CROSS SECTIONS (New Bridge)		1	1	1	2	4	4	8	8	4													33	$	5,650
	DEVELOP EXISTING CHANNEL CROSS SECTIONS (Realignment shift)			1	1	1	2	4	8	4	8													29	$	4,485
	PRELIMINARY AND FINAL DRAINAGE REPORT			3	3	18	45	60	60	18	9													216	$	37,425
	B FEMA COORDINATION																								$	-
	COORDINATE WITH LOCAL FPA			3		3	6	9	3															24	$	4,920
	PREPARE AND SUBMIT CLOMR			3		15	45	45	30															138	$	25,695
	PREPARE AND SUBMIT LOMR			3		15	15	30	30															93	$	16,995
	C IMPACT AND MITIGATION ANALYSIS (10 DETENTION PONDS)																								$	-
	ANALYZE DETENTION PONDS			3	3	18	45	75	120						8									272	$	47,020
	ANALYZE DETENTION PONDS (New Bridge)		1	1	2	4	12	20	32															72	$	12,460
	ANALYZE DETENTION PONDS (Realignment shift)			1	2	4	8	16	40															71	$	11,720
	D SCOUR ANALYSIS (3 CROSSINGS ASSUMED)																								$	-
	PREPARE SCOUR ANALYSIS PER HEC-18			8	4	22	68	68	68						9									247	$	47,130
	PREPARE SCOUR ANALYSIS PER HEC-18 (New Bridge)		1	2	2	8	20	24	32															89	$	16,180
																									$	-
	SUBTOTAL HOURS/COSTS		4	37	28	142	337	435	675	78	51				32									1819	$	319,100.00
TASK 8	ENVIRONMENTAL SERVICES																									
	A COUNTY DUE DELIGENCE (See tasks below)																								$	-
	B TXDOT ENVIRONMENTAL CLEARANCE (See tasks below)																								$	-
	COORDINATE WITH GEC AND TXDOT DISTRICT STAFF TO UPDATE ECOS (Includes preparing Project Description)																	4	54	32	64		2	156	$	21,700
	PREPARE ENVIRONMENTAL DOCUMENTATION UTILIZING TXDOT ONLINE ENVIRONMENTAL COMPLANCE TOOLKITS (See tasks below)																								$	-
	PREPARE DOCUMENTATION AND CONDUCT ONE PUBLIC MEETING (One virtual public meeting with in-person option)																	4	112	24	144		8	292	$	40,060
	PREPARE AND SUBMIT SECTION 404 PERMIT APPLICATIONS TO USACE (NWP 14 with PCN is expected; efforts are for one PCN submittal)																	16	26	112	64		4	222	$	29,860
	COORDINATE WITH LOCAL HISTORIC CHAIRPERSON, TPWD AND USFWS (See tasks below)																								$	-
	ASSUMES FUNDS FROM STATE OR FEDERAL FUNDS (OMITTED)																								$	-
	C DATA COLLECTION AND FIELD RECONNAISSANCE (See tasks below)																								$	-
	D HAZARDOUS MATERIALS ASSESSMENT (See tasks below)																								$	-
	E SECTION 404 CLEAN WATER ACT COMPLIANCE (See tasks below)																								$	-
	F ENDANGERED SPECIES ACT COMPLIANCE (OMITTED)																								$	-
	G HISTORICAL SITE COMPLIANCE (See tasks below)																								$	-
	H TEXAS ANTIQUITIES CODE (TAC) COMPLIANCE (See tasks below)																								$	-
	PREPARE PROJECT INITATION LETTER, TEXAS ANTIQUITIES PERMIT APPLICATION AND SCOPE OF WORK																								$	-
	CONDUCT A PEDESTRIAN SURVEY FOR CULTURAL RESOURCES																								$	-
	COORDINATE AND SUBMIT PROJECT RECORDS TO THC																								$	-
	ARCHEOLOGICAL SURVEY AND SUMMARY																								$	-
	I USACE APPROVED JURISDICTIONAL DETERMINATION (AJD) (See tasks below)																								$	-
	PREPARE AJD APPLICATION																		2					2	$	380
	COORDINATE WITH USACE																		12					12	$	2,280
	CONDUCT SITE VISITS (2)																		16					16	$	3,040
	J DELIVERABLES (See tasks below)																								$	-
	DRAFT AND FINAL DUE DILIGENCE REPORT																	2	16	24	40		2	84	$	10,690
	DRAFT AND FINAL REGULATORY RECORDS REVIEW (See task above)																								$	-
	DRAFT AND FINAL HAZARDOUS MATERIALS ASSESSMENT REPORT (Excludes Phase I/II Environmental Site Assesssments)																	2	16	24	94		2	138	$	15,820
	DRAFT AND FINAL WETLANDS DETERMINATION/JURISDICTIONAL WATERS DETERMINATION																	2	24	60	76		2	164	$	20,310
	DRAFT AND FINAL ENDANGERED SPECIES LETTER (OMITTED)																								$	-
	DRAFT AND FINAL HISTORIC BUILDING SURVEY (See tasks below)																								$	-
	Conduct Historic Resources Survey (If needed) (To be completed by subconsultant.)																								$	-
	Prepare Historic Resources Survey Report (If needed) (To be completed by subconsultant.)																								$	-
	DRAFT AND FINAL TEXAS ANTIQUITIES PERMIT APPLICATION ASSOCIATED SOPE OF WORK AND REPORT (See below)																								$	-
	Prepare Desktop Review Summary																	1	10	24	28		2	65	$	8,175
	Prepare THC Antiquities Permit Application and Archeological Survey Scope of Work (If needed)																	1	12	12	8		2	35	$	5,095
	Conduct Archeological Survey (If needed)																		6	40	40			86	$	10,140
	Prepare Archeological Survey Report (If needed)																	2	18	48	58		2	128	$	15,900
	Curation (If needed)																		10	12	12		4	38	$	5,120
	TXDOT ENVIRONMENTAL CLEARANCE DOCUMENTATION (See tasks below - assumes that one set of TxDOT documentation would be needed for the FM 971 intersection and one set of documents would be needed for the SH 29 intersection)																								$	-
	TXDOT FORMS (IF REQUIRED)																	4	40	8	8			60	$	10,340
	PROJECT COORDINATION REQUEST FOR HISTORIC RESOUCES (IF REQUIRED)																	4	20	32	54		2	112	$	14,290
	Prepare Historic Resources Research Design/Scope of Work (If needed) (To be completed by subconsultant.) Omitted, to be provided by Wilco																								$	-
	Conduct Historic Resources Survey (If needed) (To be completed by subconsultant.) Omitted, to be provided by Wilco																								$	-
	Prepare TxDOT Historic Resources Survey Report (If needed) (To be completed by subconsultant.) Omitted, to be provided by Wilco																								$	-
	DRAFT AND FINAL TEXAS ANTIQUITIES PERMIT APPLICATION ASSOCIATED SOPE OF WORK AND REPORT (See below)																								$	-
	Prepare TxDOT Archeological Background Study																	4	20	32	64		2	122	$	15,240
	Prepare THC Antiquities Permit Application and Archeological Survey Scope of Work (If needed)																	4	18	40	28		2	92	$	12,480
	Conduct Archeological Survey (If needed)																		6	32	32			70	$	8,340
	Prepare TxDOT Archeological Survey Report (If needed)																	4	32	80	96		2	214	$	26,800
	Curation (If needed)																		12	16	16		6	50	$	6,660
	TXDOT SPECIES ANALYSIS SPREADSHEET AND FORM, TPWD BMPs FORM (Excludes Section 7 informal or formal consultation and species surveys)																	4	54	96	88		2	244	$	32,300
	SURFACE WATER ANALYSIS, SECTION 404/10 IMPACTS TABLE, WATERS OF THE U.S. DELINEATION REPORT (IF REQUIRED)																	4	32	84	80		2	202	$	25,800
	HAZARDOUS MATERIALS INITIAL SITE ASSESSMENT																	4	32	45	80		2	163	$	20,730
	COMMUNITY IMPACT ANALYSIS (IF REQUIRED)																	4	32	24	124		2	186	$	22,180

ATTACHMENT "D" FEE SCHEDULE

HALFF ASSOCIATES

East WilCo Highway Segment 6

TRAFFIC NOISE ANALYSIS (IF REQUIRED) (Includes one traffic noise workshop for entire project) Omitted, to be provided by Wilco																								$	-
PROVIDE FINAL ACCEPTANCE CORRESPONDENCE OF APPROVAL OF PERMITS																	4	16					20	$	3,980
																								$	-
SUBTOTAL HOURS/COSTS																	74	648	901	1298			52	2973	$ 387,710.00
TASK 9 GEOTECHNICAL SERVICES																									
A BORINGS																								$	-
BORINGS																								$	-
SOILCORE HOLE DRILLING																								$	-
FIELD RESPONSIBILITIES																								$	-
INCLUDE PLANS IN GEOTECH REPORT																								$	-
B GEOTECHNICAL REPORTS																								$	-
PERFORM APPROPRIATE LAB TESTS																								$	-
PROVIDE GEOTECHNICAL INVESTIGATION																								$	-
PROVIDE GEOTECHNICAL ANALYSIS																								$	-
PAVEMENT DESIGN																								$	-
C DELIVERABLES																								$	-
DRAFT AND FINAL PAVEMENT DESIGN REPORT																								$	-
DRAFT AND FINAL BRIDGE DESIGN REPORT																								$	-
DRAFT AND FINAL RETAINING WALL REPORT																								$	-
																								$	-
SUBTOTAL HOURS/COSTS																								$	-
TASK 10 PLAN PREPARATION																									
A PLANS PREPARED PER WILLIAMSON COUNTY AND TXDOT CRITERIA																								$	-
B DESIGN CRITERIA & CONEPTUAL LAYOUT (PRE-30% SUBMITTAL)																								$	-
REVIEW DESIGN CRITIERA UTILIZED FOR EXISTING APPROVED SCHEMATIC		2					5	5															12	$	2,155
SUBMIT UPDATED DESIGN SUMMARY FORM (DSF) AND DESIGN SUMMARY REPORT (DSR)		2					5	5															12	$	2,155
PREPARE CONCEPTUAL LAYOUT OF THE PROJECT		5		5			9	14			22												55	$	9,105
C ROADWAY																								$	-
REFINE HORIZONTAL AND VERTICAL ROADWAY ALIGNMENT, TYPICAL SECTIONS, AND CROSS SECTIONS		55		33	110	220	550	1000			1320	550	22	44									3904	$	564,330
REFINE HORIZONTAL AND VERTICAL ROADWAY ALIGNMENT, TYPICAL SECTIONS, AND CROSS SECTIONS (Realignment shift)					30	30	7	52			166	196	8										489	$	65,380
REFINE HORIZONTAL AND VERTICAL ROADWAY ALIGNMENT, TYPICAL SECTIONS, AND CROSS SECTIONS (Corridor E4 Revisions)				14	31	31	7	55			174	204	17										533	$	75,790
PREPARE PROJECDCT LAYOUT SHEET FOR LIMITS OF WORK		3		3	11		28	28			100												173	$	25,715
PREPARE PROJECDCT LAYOUT SHEET FOR LIMITS OF WORK (Realignment shift)																								$	-
PREPARE SURVEY DATA SHEETS - See Inland				3	3		3	7			7	7											30	$	4,815
DESIGN AND DETAIL BRIDGES (3 ASSUMED) - See Aguirre & Fields																								$	-
D DRAINAGE																								$	-
HYDRAULIC CALCULATIONS FOR DESIGN OF DRAINAGE STRUCTURES AND DETENTION PONDS		11		6	22		82	165			195												481	$	71,380
HYDRAULIC CALCULATIONS FOR DESIGN OF DRAINAGE STRUCTURES AND DETENTION PONDS (Realignment shift)																								$	-
DEVELOP DRAINAGE AREA MAPS		9		10	27	5	53	107			167												377	$	58,125
DEVELOP DRAINAGE AREA MAPS (Realignment shift)																								$	-
DESIGN AND DETAIL STORM DRAINAGE CONVEYANCE FACILITIES AND EROSION & SEDIMENTATION CONTROLS		14		11	45	3	143	227			322	24											789	$	117,230
DESIGN AND DETAIL STORM DRAINAGE CONVEYANCE FACILITIES AND EROSION & SEDIMENTATION CONTROLS (Realignment shift)																								$	-
DESIGN AND DETAIL ON-SITE STORMWATER DETENTION PER WILLIAMSON COUNTY DESIGN CRITERIA MANUAL		8		9	25	7	43	114			173	34											413	$	61,170
DESIGN AND DETAIL ON-SITE STORMWATER DETENTION PER WILLIAMSON COUNTY DESIGN CRITERIA MANUAL (Realignment shift)																								$	-
E SIGNING, MARKINGS, & SIGNALIZATION					5	7	2	9			29	43											95	$	12,255
PREPARE SIGNING AND MARKING PER CURRENT VERSION OF TMUTCD		11		8	22		110	195			220												566	$	83,715
PREPARE SIGNING AND MARKING PER CURRENT VERSION OF TMUTCD (Realignment shift)																								$	-
SIGNALIZATION - Proposed Corridor E and SH 29		11		16	21	7	35	69			31	34											224	$	38,405
SIGNALIZATION - Proposed Corridor E and FM 971		11		9	14		28	55															117	$	22,415
ILLUMINATION ENGINEERING					28	80	275	165				55											603	$	95,995
ELECTRICAL POWER SYSTEM ENGINEERING					2	35	35	55				22											149	$	23,105
F TRAFFIC CONTROL																								$	-
PREPARE TRAFFIC CONTROL PLAN		8		6	17		85	145			180												441	$	64,940
G WATER QUALITY																								$	-
PREPARE WATER QUALITY TEMPORARY AND PERMANENT BMPS PER TCEQ REGULATIONS		8		6	17		69	130			165												395	$	58,480
H DELIVERABLES																								$	-
PRE 30% SUBMITTAL: DSF, TYPICAL SECTIONS, AND CONCEPTUAL LAYOUTS		1			2		7	9			9												28	$	4,330
30% PS&E SUBMITTAL: PER 30% PLAN SUBMITTAL CHECKLIST		1			2		7	9			9												28	$	4,330
60% PS&E SUBMITTAL: PER 60% PLAN SUBMITTAL CHECKLIST		1			2		7	9			9												28	$	4,330
90% PS&E SUBMITTAL: PER 90% PLAN SUBMITTAL CHECKLIST		1			2		7	9			9												28	$	4,330
100% PS&E SUBMITTAL: PER 100% PLAN SUBMITTAL CHECKLIST		1			2		7	9			9												28	$	4,330
FINAL PS&E SUBMITTAL: SEE 100% PLAN SUBMITTAL CHECKLIST		1			2		7	9			9												28	$	4,330
DRAFT AND FINAL DRAINAGE REPORT AND DRAINAGE MODELS		1			2		7	9			9												28	$	4,330
SUBTOTAL HOURS/COSTS		164		134	449	425	1623	2665			3334	1169	47	44									10054	$	1,486,970.00
TASK 11 PERMITS																									
A ADD SECTIONS AS APPROPRIATE																								$	-
ADD DESCRIPTION AS APPROPRIATE																								$	-
PAY APPLICATION FEE(S)																								$	-
B ADD SECTIONS AS APPROPRIATE																								$	-
ADD DESCRIPTION AS APPROPRIATE																								$	-
PAY APPLICATION FEE(S)																								$	-
																								$	-
SUBTOTAL HOURS/COSTS																								$	-
TASK 12 BIDDING PHASE SERVICES																									
A BIDDING PHASE SERVICES																								$	-
PREPARE ALL APPLICABLE CONSTRUCTION DOCUMENTS FOR BIDDING		40				40	40	40														40	200	$	39,000
PRE-BID MEETING; RESPOND TO QUESTIONS; PREPARE ADDENDA; ANALYZE BIDS; ETC		16				16	16	16															64	$	13,520
B DELIVERABLES																								$	-
SIGNED AND SEALED FINAL BID DOCUMENTS																								$	-
ADDENDA AS NECESSARY																								$	-
BID ANALYSIS FOR RECOMMENDATION FOR AWARD																								$	-
																								$	-
SUBTOTAL HOURS/COSTS		56				56	56	56														40	264	$	52,520.00

ATTACHMENT "D" FEE SCHEDULE

HALFF ASSOCIATES

East WilCo Highway Segment 6

FEE SUMMARY																												
TASK 1	**PROJECT MANAGEMENT**	15	235		70	187	277	89	138					2		2	2	9		133	52				32	**1243**		$ **291,150.00**
TASK 2	**PUBLIC INVOLVEMENT**	2	15			4	25	6	54										7	42	8	47	1	2	6	**219**		$ **36,910.00**
TASK 3	**UTILITY COORDINATION SUPPORT**		4				28	54	90			18														**194**		$ **30,280.00**
TASK 4	**RIGHT OF WAY (ROW) AND MAPPING**		3				3																			**6**		$ **1,650.00**
TASK 5	**CONDEMNATION SUPPORTY**		6				16		60																	**82**		$ **13,500.00**
TASK 6	**SURVEYING**		45																						45	**90**		$ **21,150.00**
TASK 7	**DRAINAGE STUDY**		4	37	28	142	337	435	675	78	51					32										**1819**		$ **319,100.00**
TASK 8	**ENVIRONMENTAL SERVICES**																		74	648	901	1298			52	**2973**		$ **387,710.00**
TASK 9	**GEOTECHNICAL SERVICES**									-																-		$ -
TASK 10	**PLAN PREPARATION**		164		134	449	425	1623	2665	-		3334	1169	47	44											**10054**		$ **1,486,970.00**
TASK 11	**PERMITS**									-																-		$ -
TASK 12	**BIDDING PHASE SERVICES**		56				56	56	56																40	**264**		$ **52,520.00**
TOTAL HOURS		**17**	**532**	**37**	**232**	**782**	**1167**	**2263**	**3738**	**78**	**51**	**3352**	**1169**	**49**	**44**	**34**	**2**	**9**	**81**	**823**	**961**	**1345**	**1**	**2**	**175**	**16944**		$ **2,640,940.00**
CONTRACT RATES ($)		$ 400.00	$ 340.00	$ 340.00	$ 340.00	$ 265.00	$ 210.00	$ 160.00	$ 135.00	$ 140.00	$ 105.00	$ 125.00	$ 100.00	$ 330.00	$ 200.00	$ 320.00	$ 265.00	$ 315.00	$ 235.00	$ 190.00	$ 130.00	$ 95.00	$ 220.00	$ 160.00	$ 130.00			
TOTAL LABOR COSTS		$6,800	$180,880	$12,580	$78,880	$207,230	$245,070	$362,080	$504,630	$10,920	$5,355	$419,000	$116,900	$16,170	$8,800	$10,880	$530	$2,835	$19,035	$156,370	$124,930	$127,775	$220	$320	$22,750			$ **2,640,940.00**
TOTAL BY CATEGORY		**0%**	**7%**	**0%**	**3%**	**8%**	**9%**	**14%**	**19%**	**0%**	**0%**	**16%**	**4%**	**1%**	**0%**	**0%**	**0%**	**0%**	**1%**	**6%**	**5%**	**5%**	**0%**	**0%**	**1%**	**100%**		$ **2,640,940.00**

TOTAL LABOR = $ 2,640,940.00

TOTAL ODE = $ 28,392.50

TOTAL FEE

TOTAL FEE = $ 2,669,332.50

DIRECT EXPENSE ITEMS	UNIT	QTY	PRICE	TOTAL	
Standard Postage	letter	1000	$0.68	$680.00	
Certified Letter Return Receipt	each	50	$10.00	$500.00	
MILEAGE	mile	1500	$0.675	$1,012.50	OR CURRENT IRS RATE
OVERNIGHT MAIL - LETTER SIZE	each		$25.40		OR CURRENT POSTAL RATE
OVERNIGHT MAIL - OVERSIZED BOX	each		$35.00		
COURIER SERVICES	each	20	$35.00	$700.00	
PHOTOCOPIES B/W (11" X 17")	each	500	$0.20	$100.00	
PHOTOCOPIES B/W (8 1/2" X 11")	each	1000	$0.10	$100.00	
PHOTOCOPIES COLOR (11" X 17")	each	200	$1.25	$250.00	
PHOTOCOPIES COLOR (8 1/2" X 11")	each	400	$0.75	$300.00	
DIGITAL ORTHO PLOTTING	sheet		$1.75		
PLOTS (B/W ON BOND)	per sq.		$0.60		
PLOTS (COLOR ON BOND)	per sq.	500	$1.60	$800.00	
PLOTS (COLOR ON PHOTOGRAPHIC PAPER)	per sq.		$4.00		
NOTEBOOKS	each		$5.00		
Environmental Field Supplies	project	1	$150.00	$150.00	
ERIS Radius Report/Database Search	project	1	$1,000.00	$1,000.00	
GIS Base Map	project	1	$175.00	$175.00	
Backhoe and Operator	day	2	$3,500.00	$7,000.00	
Records Curation	each	2	$350.00	$700.00	
Materials Curation	each	1	$425.00	$425.00	
CLOMR Application	each	1	$6,500.00	$6,500.00	
LOMR Application	each	1	$8,000.00	$8,000.00	
			TOTAL	$28,392.50	

ATTACHMENT "D" FEE SCHEDULE

RABA KISTNER

East WilCo Highway Segment 6

TASK/DESCRIPTION	PROJECT/ SUPPORT MANAGER $204.10	SR QC MANAGER $255.00	SR PROJECT ENGINEER $233.58	PROJECT ENGINEER $159.12	DESIGN ENGINEER $182.03	EIT $146.07	GEOTECH LOGGER $119.02	SR GEOTECH TECH $91.80	GEOTECH TECH $77.22	GEOTECH LAB TECH $82.74	GEOLOGIST $154.02	SR GIS TECH $110.16	CADD TECH $104.81	CLERICAL / ADMIN $71.40	TOTAL MAN-HOURS	SUB ID.	TOTAL LABOR FOR TASK
TASK 1 PROJECT MANAGEMENT																	
A COMMUNICATION																	$ -
B PROGRESS REPORTS/INVOICING (26 MONTHS)	15													15	30		$ 4,132.50
C QA/QC																	$ -
PREPARE PLAN																	$ -
QC DELIVERABLES		40													40		$ 10,200.00
CONTINUOUS QC																	$ -
D PROJECT COORDINATION/ADMIN																	$ -
PREPARE AND MAINTAIN RECORDKEEPING																	$ -
CORRESPONDENCE AND COORDINATION WITH GEC																	$ -
MANAGE ACTIVITIES																	$ -
E PROGRESS/COORDINATION MEETINGS (52 EXTERNAL MEETINGS)	58														58		$ 11,837.80
KICKOFF MEETING																	$ -
PREPARE AGENDA/SIGN-IN SHEETS (ALL EXTERNAL MEETINGS)																	$ -
PREPARE MEETING MINUTES																	$ -
INTERNAL COORDINATION MEETINGS																	$ -
F PROJECT SCHEDULE AND UPDATE																	$ -
G PROJECT DOCUMENT/FILES																	$ -
H DELIVERABLES																	$ -
MONTHLY INVOICES AND PROGRESS PREPORTS																	$ -
PROJECT SPECIFIC QA/QC PLAN																	$ -
MEETING MINUTES, SIGN-IN SHEETS, AND AGENDAS																	$ -
PROJECT SCHEDULE AND UPDATE																	$ -
PROJECT FILES																	$ -
QA/QC DOCUMENTATION																	$ -
																	$ -
SUBTOTAL HOURS/COSTS	**73**	**40**												**15**	**128**		**$ 26,170.30**
TASK 9 GEOTECHNICAL SERVICES																	
GEOTECHNICAL INVESTIGATION AND RECOMMENDATIONS																	$ -
PROJECT KICKOFF	1		4	1		1	1	1						1	10		$ 1,725.83
FIELD COORDINATION (STAKE BORINGS AND UTILITY LOCATE)	1			1		1	19								22		$ 2,770.67
FIELD COORDINATION (STAKE BORINGS AND UTILITY LOCATE) (New Bridge)				1		2	8								11		$ 1,403.42
FIELD COORDINATION (STAKE BORINGS AND UTILITY LOCATE) (Realignment Shift)				1		2	8								11		$ 1,403.42
FIELD EXPLORATION							16	122							138		$ 13,103.92
FIELD EXPLORATION (New Bridge)							6	24							30		$ 2,917.32
FIELD EXPLORATION (Realignment Shift)							6	24							30		$ 2,917.32
LABORATORY ASSIGNMENT				1		3									4		$ 597.33
LABORATORY ASSIGNMENT (New Bridge)				1		2									3		$ 451.26
LABORATORY ASSIGNMENT (Realignment Shift)				1		2									3		$ 451.26
SOIL BORING LOGS	1			1		5									7		$ 1,093.57
LABORATORY ASSIGNMENT (New Bridge)				1		4									5		$ 743.40
LABORATORY ASSIGNMENT(Realignment Shift)				1		2									3		$ 451.26
SITE PLAN				1		3						4			8		$ 1,037.97
SITE PLAN (New Bridge)						1						2			3		$ 366.39
SITE PLAN (Realignment Shift)												2			2		$ 220.32
PVR ANALYSES				2		5									7		$ 1,048.59
PVR ANALYSES (New Bridge)				1		2									3		$ 451.26
PVR ANALYSES (Realignment Shift)				1		1									2		$ 305.19
DRILLED SHAFT CAPACITIES (WINCORE capacity charts and Lpile parameters)	1			3		7									11		$ 1,703.95
DRILLED SHAFT CAPACITIES (WINCORE capacity charts and Lpile parameters) (New Bridge)	1			2		3									6		$ 960.55
DRILLED SHAFT CAPACITIES (WINCORE capacity charts and Lpile parameters) (Realignment Shift)	2			2		2									6		$ 1,018.58
RETAINING WALL STABILTY (external and global stability)	3			8		16									27		$ 4,222.38
RETAINING WALL STABILTY (external and global stability) (New Bridge)	1			2		4									7		$ 1,106.62
FLEXIBLE PAVEMENT DESIGN ANALYSES (3 OPTIONS)	1			4		8									13		$ 2,009.14
FLEXIBLE PAVEMENT DESIGN ANALYSES (3 OPTIONS) (New Bridge)	1			1		2									4		$ 655.36
RIGID PAVEMENT DESIGN ANALYSES (1 OPTION)	1			2		4									7		$ 1,106.62
RIGID PAVEMENT DESIGN ANALYSES (1 OPTION) (New Bridge)	1			1		2									4		$ 655.36
DRAFT PAVEMENT DESIGN REPORT PREPARATION	3		2	5		11								2	23		$ 3,624.63
DRAFT PAVEMENT DESIGN REPORT PREPARATION (New Bridge)	1			2		4								1	8		$ 1,178.02
DRAFT PAVEMENT DESIGN REPORT PREPARATION (Realignment Shift)														1	1		$ 71.40
DRAFT GEOTECHNICAL REPORT PREPARATION (bridges, culverts, rws)	4		2	8		16								2	32		$ 5,036.44
DRAFT GEOTECHNICAL REPORT PREPARATION (bridges, culverts, rws) (New Bridge)	1			2		4								1	8		$ 1,178.02
DRAFT GEOTECHNICAL REPORT PREPARATION (bridges, culverts, rws) (Realignment Shift)	3			6		18									27		$ 4,196.28
REPORT REVIEWS & FINALIZATIONS	2		4	4		5								1	16		$ 2,780.75
DESIGN TEAM MEETINGS	4		1	4		2								1	12		$ 2,050.00
REPORT REVIEWS & FINALIZATIONS (New Bridge)	-1			-1											-2		$ (363.22)
INVOICE PROJECT CLOSE OUT	1													4	5		$ 489.70

ATTACHMENT "D" FEE SCHEDULE

RABA KISTNER

East WilCo Highway Segment 6

																	$ -
SUBTOTAL HOURS/COSTS	33		13	70		144	64	171				8		14	517		$ 67,140.28
FEE SUMMARY																	
TASK 1 **PROJECT MANAGEMENT**	73	40												15	**128**		$ 26,170.30
TASK 2 **PUBLIC INVOLVEMENT**																	$ -
TASK 3 **UTILITY COORDINATION SUPPORT**																	$ -
TASK 4 **RIGHT OF WAY (ROW) AND MAPPING**																	$ -
TASK 5 **CONDEMNATION SUPPORTY**																	$ -
TASK 6 **SURVEYING**																	$ -
TASK 7 **DRAINAGE STUDY**																	$ -
TASK 8 **ENVIRONMENTAL SERVICES**																	$ -
TASK 9 **GEOTECHNICAL SERVICES**	33		13	70		144	64	171				8		14	**517**		$ 67,140.28
TASK 10 **PLAN PREPARATION**																	$ -
TASK 11 **PERMITS**																	$ -
TASK 12 **BIDDING PHASE SERVICES**																	$ -
TOTAL HOURS	**106**	**40**	**13**	**70**		**144**	**64**	**171**				**8**		**29**	**645**		**$ 93,310.58**
CONTRACT RATES ($)	$204.10	$ 255.00	$ 233.58	$ 159.12	$ 182.03	$ 146.07	$ 119.02	$ 91.80	$ 77.22	$ 82.74	$ 154.02	$ 110.16	$ 104.81	$ 71.40			
TOTAL LABOR COSTS	$21,635	$10,200	$3,037	$11,138		$21,034	$7,617	$15,698				$881		$2,071			**$ 93,310.58**
TOTAL BY CATEGORY	**23%**	**11%**	**3%**	**12%**		**23%**	**8%**	**17%**				**1%**		**2%**	**100%**		**$ 93,310.58**
																TOTAL LABOR =	**$ 93,310.58**
																TOTAL ODE =	**$295,524.81**
TOTAL FEE																**TOTAL FEE =**	**$ 388,835.39**

UNIT EXPENSES:						
BASE SCOPE BRIDGE, RETAINING WALL, CULVERT, PAVEMENT BORINGS	FIELD OPERATIONS					
11 Bridge Borings to 70 ft (approx. 300 ft apart)	Mobilization of Drill Rig	22	units	$ 600.00	each	$ 13,200.00
6 Retaining Wall Borings to 20 ft (approx. 200 ft apart)	Logger truck	22	units	$ 68.01	day	$ 1,496.22
4 Culvert Borings to 20 ft (approx. 200 ft apart)	3" Thin-Wall Continuous Sampling	550	ft	$ 24.40	ft	$ 13,420.00
20 Pavement Borings to 15 ft (approx. 800 ft apart)	Hollow stem drilling		ft	$ 30.89	ft	$ -
(1,270 ft of total drilling)	NX Rock Coring (Limestone)	210	ft	$ 40.31	each	$ 8,465.10
	TCP with Intermittent Sampling	900	ft	$ 53.04	ft	$ 47,736.00
	Standard Penetration Test (SPT)	544	units	$ 29.92	each	$ 16,276.48
	Bentonite Backfill		ft	$ 7.00	ft	$ -
Anticipated Geology: Austin Chalk Formation	Pavement Core and Patch (assumes off asphalt)	1270	ft	$ 93.02	ft	$ 118,135.40
	Concrete/AC Patch		units	$ 79.38	each	$ -
	Standby (setup time and cleanup)	14	hrs	$ 284.29	hr	$ 3,980.06
	Falling Weight Deflectometer (FWD) and Ground Penetrating Radar (GPR); includes analysis and modulus backcalculation (Existing Lanes)	41	hrs	$ 284.29	hr	$ 11,655.89
	LABORATORY TESTING					
	Atterberg Limits	151	units	$ 125.84	each	$ 19,001.84
	Moisture Content	289	units	$ 16.65	each	$ 4,811.85
	Sieve Analysis (passing No. 4,40,200)	151	units	$ 120.04	each	$ 18,126.04
	Sulfate Testing	54	units	$ 125.12	each	$ 6,756.48
	Lime Series (Tex-121-E Part III)	5		$ 452.33		$ 2,261.65
	Moisture Denisty Relationship (TEX-114-E)	4		$ 350.45		$ 1,401.80
	Texas Triaxial compression (TEX-117-E)	4	units	$ 2,200.00	each	$ 8,800.00
	California Bearing Ratio (ASTM D 1833)		units	$ 1,191.25	each	$ -
TOTAL UNIT EXPENSES:						295,524.81

ATTACHMENT "D" FEE SCHEDULE

BGE

East WilCo Highway Segment 6

TASK/DESCRIPTION	SUPPORT MANAGER $340.00	QC MANAGER $310.00	SR ENGINEER $275.00	PROJECT ENGINEER $235.00	DESIGN ENGINEER $195.00	GRADUATE ENGINEER $145.00	SR DESIGN TECH $175.00	DESIGN TECH $135.00	CADD TECH $110.00	SR STRUCTURAL ENGINEER $310.00	STRUCTURAL ENGINEER $275.00	SR GIS OPERATOR $260.00	GIS OPERATOR $195.00	ENV QA/QC MANAGER $280.00	ENV TASK LEADER $225.00	ENV SCIENTIST $145.00	SURVEY RPLS $235.00	2-PERSON SURVEY CREW $210.00	3-PERSON SURVEY CREW $245.00	CLERICAL / ADMIN $105.00	TOTAL MAN-HOURS	SUB ID.	TOTAL LABOR FOR TASK
																					0		
TASK 1 PROJECT MANAGEMENT																							
A COMMUNICATION																					0		$ -
B PROGRESS REPORTS/INVOICING (26 MONTHS)	15																			15	30		$ 6,675
C QA/QC																					0		$ -
PREPARE PLAN																					0		$ -
QC DELIVERABLES		120																			120		$ 37,200
CONTINUOUS QC																					0		$ -
D PROJECT COORDINATION/ADMIN																					0		$ -
PREPARE AND MAINTAIN RECORDKEEPING																					0		$ -
CORRESPONDENCE AND COORDINATION WITH GEC																					0		$ -
MANAGE ACTIVITIES																					0		$ -
E PROGRESS/COORDINATION MEETINGS (52 EXTERNAL MEETINGS)																					0		$ -
KICKOFF MEETING	2																				2		$ 680
PREPARE AGENDA/SIGN-IN SHEETS (ALL EXTERNAL MEETINGS)																					0		$ -
PREPARE MEETING MINUTES																					0		$ -
INTERNAL COORDINATION MEETINGS																					0		$ -
F PROJECT SCHEDULE AND UPDATE																					0		$ -
G PROJECT DOCUMENT/FILES																					0		$ -
H DELIVERABLES																					0		$ -
MONTHLY INVOICES AND PROGRESS PREPORTS																					0		$ -
PROJECT SPECIFIC QA/QC PLAN																					0		$ -
MEETING MINUTES, SIGN-IN SHEETS, AND AGENDAS																					0		$ -
PROJECT SCHEDULE AND UPDATE																					0		$ -
PROJECT FILES																					0		$ -
QA/QC DOCUMENTATION																					0		$ -
																					0		$ -
SUBTOTAL HOURS/COSTS	17	120	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	15	152		$ 44,555.00
FEE SUMMARY																					0		$0.00
TASK 1 PROJECT MANAGEMENT	0	17	120	0	0	0			0			0	0	0	0					15	152		$ 44,555.00
TASK 2 PUBLIC INVOLVEMENT	0	0	0	0	0	0			0			0	0	0	0					0	0		$ -
TASK 3 UTILITY COORDINATION SUPPORT	0	0	0	0	0	0			0			0	0	0	0					0	0		$ -
TASK 4 RIGHT OF WAY (ROW) AND MAPPING		0	0	0	0	0			0			0	0	0	0					0	0		$ -
TASK 5 CONDEMNATION SUPPORTY		0	0	0	0	0			0			0	0	0	0						0		$ -
TASK 6 SURVEYING		0	0	0	0	0			0			0	0	0	0					0	0		$ -
TASK 7 DRAINAGE STUDY		0	0	0	0	0			0			0	0	0	0					0	0		$ -
TASK 8 ENVIRONMENTAL SERVICES		0	0	0	0	0			0			0	0	0	0					0	0		$ -
TASK 9 GEOTECHNICAL SERVICES		0	0	0	0	0			0			0	0	0	0					0	0		$ -
TASK 10 PLAN PREPARATION		0	0	0	0	0			0			0	0	0	0					0	0		$ -
TASK 11 PERMITS		0	0	0	0	0			0			0	0	0	0					0	0		$ -
TASK 12 BIDDING PHASE SERVICES		0	0	0	0	0			0			0	0	0	0					0	0		$ -
TOTAL HOURS	17	120	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	15	152		$ 44,555.00
CONTRACT RATES ($)	$ 340.00	$ 310.00	$ 275.00	$ 235.00	$ 195.00	$ 145.00	$ 175.00	$ 135.00	$ 110.00	$ 310.00	$ 275.00	$ 260.00	$ 195.00	$ 280.00	$ 225.00	$ 145.00	$ 235.00	$ 210.00	$ 245.00	$ 105.00			
TOTAL LABOR COSTS	$5,780	$37,200	$0	$0	$0				$0			$0	$0	$0	$0					$1,575			$ 44,555.00
TOTAL BY CATEGORY	13%	83%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	4%	100%		$ 44,555.00
																					TOTAL LABOR =		$ 44,555.00
																					TOTAL ODE =		$ -
TOTAL FEE																					TOTAL FEE =		$ 44,555.00

DIRECT EXPENSE ITEMS	UNIT	QTY	PRICE	TOTAL	
Standard Postage	letter		Current Postal rate		
Certified Letter Return Receipt	each		Current Postal rate		
MILEAGE	mile		$0.675		OR CURRENT IRS RATE
OVERNIGHT MAIL - LETTER SIZE	each		$25.40		OR CURRENT POSTAL RATE
OVERNIGHT MAIL - OVERSIZED BOX	each		$35.00		
COURIER SERVICES	each		$35.00		
PHOTOCOPIES B/W (11" X 17")	each		$0.20		
PHOTOCOPIES B/W (8 1/2" X 11")	each		$0.10		
PHOTOCOPIES COLOR (11" X 17")	each		$1.25		
PHOTOCOPIES COLOR (8 1/2" X 11")	each		$0.75		
DIGITAL ORTHO PLOTTING	sheet		$1.75		
PLOTS (B/W ON BOND)	per sq.		$0.60		
PLOTS (COLOR ON BOND)	per sq.		$1.60		
PLOTS (COLOR ON PHOTOGRAPHIC PAPER)	per sq.		$4.00		
NOTEBOOKS	each		$5.00		
Backhoe and Operator	each		$3,000.00		
Records Curation	each		$350.00		
Materials Curation	each		$425.00		
			TOTAL	$0.00	

ATTACHMENT "D" FEE SCHEDULE

AGUIRRE FIELDS

East WilCo Highway Segment 6

TASK / DESCRIPTION	SUPPORT / PROJECT MANAGER $309.00	SR QC REVIEWER $263.00	SR PROJECT ENGINEER $260.00	PROJECT ENGINEER $195.00	DESIGN ENGINEER $170.00	EIT $121.00	SR GIS TECH $186.00	SR ENG TECH $186.00	CADD OPERATOR $109.00	SR STRUCTURAL ENGINEER $276.00	STRUCTURAL ENGINEER $192.00	SR DRAINAGE ENGINEER $276.00	DRAINAGE ENGINEER $177.00	SR TRAFFIC ENGINEER $276.00	TRAFFIC ENGINEER $177.00	CLERICAL / ADMIN $93.00	TOTAL MAN-HOURS	SUB ID.	TOTAL LABOR FOR TASK
TASK 1 PROJECT MANAGEMENT																			
A COMMUNICATION																			$ -
B PROGRESS REPORTS/INVOICING (26 MONTHS)	26															26	52		$ 10,452
E PROGRESS/COORDINATION MEETINGS (52 EXTERNAL MEETINGS)																			$ -
KICKOFF MEETING										2							2		$ 552
PREPARE AGENDA/SIGN-IN SHEETS (ALL EXTERNAL MEETINGS)																			$ -
PREPARE MEETING MINUTES																			$ -
INTERNAL COORDINATION MEETINGS										58							58		$ 16,008
																			$ -
SUBTOTAL HOURS/COSTS	**26**									**60**						**26**	**112**		**$ 27,012.00**
TASK 10 PLAN PREPARATION																			
A PLANS PREPARED PER WILLIAMSON COUNTY AND TXDOT CRITERIA																			$ -
B DESIGN CRITERIA & CONEPTUAL LAYOUT (PRE-30% SUBMITTAL)																			$ -
REVIEW DESIGN CRITIERA UTILIZED FOR EXISTING APPROVED SCHEMATIC																			$ -
SUBMIT UPDATED DESIGN SUMMARY FORM (DSF) AND DESIGN SUMMARY REPORT (DSR)																			$ -
PREPARE CONCEPTUAL LAYOUT OF THE PROJECT																			$ -
C ROADWAY																			$ -
DESIGN AND DETAIL BRIDGES (3 ASSUMED)																			$ -
BRIDGE NO. 1 SBFR AT PECAN BRANCH STREAM (1040' LENGTH, 57' WIDTH. 10 SPANS, TX46)	52					343		154	548	167	436						1700		$ 275,751
BRIDGE NO. 2 SBFR AT PECAN BRANCH (125-250' LENGTH, 57' WIDTH. 2 SPANS, TX54)	21					141		54	192	58	150						616		$ 99,330
BRIDGE NO. 3 SBML AT GRR/FM 971 (2400' LENGTH, 71' WIDTH. 22 SPANS, TX54)	73					663		307	1078	282	801						3204		$ 509,008
BRIDGE NO. 0 NBFR @ INTERMITTENT STREAM BIG HOUSE BRANCH (360' LENGTH, 57' WIDTH, 3 SPANS, SKEW, TX54)	27					154		61	218	69	175						704		$ 114,729
MISC BRIDGE PACKAGE ITEMS (MISC DETAILS, STANDARDS, GENERAL NOTES, ETC)	6					25		20	96	17	60						224		$ 35,275
C DELIVERABLES										4	4						8		$ 1,872
PRE 30% SUBMITTAL: DSF, TYPICAL SECTIONS, AND CONCEPTUAL LAYOUTS										5	5						10		$ 2,340
30% PS&E SUBMITTAL: PER 30% PLAN SUBMITTAL CHECKLIST										5	5						10		$ 2,340
60% PS&E SUBMITTAL: PER 60% PLAN SUBMITTAL CHECKLIST										5	5						10		$ 2,340
90% PS&E SUBMITTAL: PER 90% PLAN SUBMITTAL CHECKLIST										5	5						10		$ 2,340
100% PS&E SUBMITTAL: PER 100% PLAN SUBMITTAL CHECKLIST										5	5						10		$ 2,340
FINAL PS&E SUBMITTAL: SEE 100% PLAN SUBMITTAL CHECKLIST										1	1						2		$ 468
DRAFT AND FINAL DRAINAGE REPORT AND DRAINAGE MODELS																			$ -
																			$ -
SUBTOTAL HOURS/COSTS	**179**					**1326**		**596**	**2132**	**623**	**1652**						**6508**		**$ 1,048,133.00**
TASK 12 BIDDING PHASE SERVICES																			
A BIDDING PHASE SERVICES																			$ -
PREPARE ALL APPLICABLE CONSTRUCTION DOCUMENTS FOR BIDDING										2	2						4		$ 936
PRE-BID MEETING; RESPOND TO QUESTIONS; PREPARE ADDENDA; ANALYZE BIDS; ETC										4	4						8		$ 1,872
B DELIVERABLES																			$ -
SIGNED AND SEALED FINAL BID DOCUMENTS										2	2						4		$ 936
ADDENDA AS NECESSARY										4	4						8		$ 1,872
BID ANALYSIS FOR RECOMMENDATION FOR AWARD										2	2						4		$ 936
																			$ -
SUBTOTAL HOURS/COSTS										**14**	**14**						**28**		**$ 6,552.00**

ATTACHMENT "D" FEE SCHEDULE

AGUIRRE FIELDS

East WilCo Highway Segment 6

FEE SUMMARY																				
TASK 1	**PROJECT MANAGEMENT**	26									60						26	**112**		**$ 27,012.00**
TASK 2	**PUBLIC INVOLVEMENT**																			**$ -**
TASK 3	**UTILITY COORDINATION SUPPORT**																			**$ -**
TASK 4	**RIGHT OF WAY (ROW) AND MAPPING**																			**$ -**
TASK 5	**CONDEMNATION SUPPORTY**																			**$ -**
TASK 6	**SURVEYING**																			**$ -**
TASK 7	**DRAINAGE STUDY**																			**$ -**
TASK 8	**ENVIRONMENTAL SERVICES**																			**$ -**
TASK 9	**GEOTECHNICAL SERVICES**																			**$ -**
TASK 10	**PLAN PREPARATION**	179					1326		596	2132	623	1652						**6508**		**$ 1,048,133.00**
TASK 11	**PERMITS**																			**$ -**
TASK 12	**BIDDING PHASE SERVICES**										14	14						**28**		**$ 6,552.00**
TOTAL HOURS		**205**					**1326**		**596**	**2132**	**697**	**1666**					**26**	**6648**		**$ 1,081,697.00**
CONTRACT RATES ($)		$ 309.00	$ 263.00	$ 260.00	$ 195.00	$ 170.00	$ 121.00	$ 186.00	$ 186.00	$ 109.00	$ 276.00	$ 192.00	$ 276.00	$ 177.00	$ 276.00	$ 177.00	$ 93.00			
TOTAL LABOR COSTS		$63,345					$160,446		$110,856	$232,388	$192,372	$319,872					$2,418			**$ 1,081,697.00**
TOTAL BY CATEGORY		**6%**					**15%**		**10%**	**21%**	**18%**	**30%**					**0%**	**100%**		**$ 1,081,697.00**
																		TOTAL LABOR =		**$ 1,081,697.00**
																		TOTAL ODE =		**$ 135.00**
TOTAL FEE																		**TOTAL FEE =**		**$ 1,081,832.00**

DIRECT EXPENSE ITEMS	UNIT	QTY	PRICE	TOTAL	
Standard Postage	letter		Current Postal rate		
Certified Letter Return Receipt	each		Current Postal rate		
MILEAGE	mile	200	$0.675	$135.00	OR CURRENT IRS RATE
OVERNIGHT MAIL - LETTER SIZE	each		$25.40		OR CURRENT POSTAL RATE
OVERNIGHT MAIL - OVERSIZED BOX	each		$35.00		
COURIER SERVICES	each		$35.00		
PHOTOCOPIES B/W (11" X 17")	each		$0.20		
PHOTOCOPIES B/W (8 1/2" X 11")	each		$0.10		
PHOTOCOPIES COLOR (11" X 17")	each		$1.25		
PHOTOCOPIES COLOR (8 1/2" X 11")	each		$0.75		
DIGITAL ORTHO PLOTTING	sheet		$1.75		
PLOTS (B/W ON BOND)	per sq.		$0.60		
PLOTS (COLOR ON BOND)	per sq.		$1.60		
PLOTS (COLOR ON PHOTOGRAPHIC PAPER)	per sq.		$4.00		
NOTEBOOKS	each		$5.00		
Backhoe and Operator	each		$3,000.00		
Records Curation	each		$350.00		
Materials Curation	each		$425.00		
			TOTAL	$135.00	

ATTACHMENT "D" FEE SCHEDULE

INLAND GEODETICS

East WilCo Highway Segment 6

TASK/DESCRIPTION	PRINCIPAL $350.00	LICENSED STATE LAND SURVEYOR $200.00	PROJECT / SUPPORT MANAGER $190.00	RPLS $175.00	SR SURVEY TECH / SIT $130.00	SURVEY TECH $110.00	FIELD COORD $90.00	1-PERSON SURVEY CREW $125.00	2-PERSON SURVEY CREW $205.00	3-PERSON SURVEY CREW $285.00	4-PERSON SURVEY CREW $365.00	CLERICAL / ADMIN $75.00	TOTAL MAN-HOURS	SUB ID.	TOTAL LABOR FOR TASK
TASK 1 PROJECT MANAGEMENT															
A COMMUNICATION															$ -
B PROGRESS REPORTS/INVOICING (26MONTHS)			26									52	78		$ 8,840
C QA/QC	24											8	32		$ 9,000
D PROJECT COORDINATION/ADMIN			30									15	45		$ 6,825
E PROGRESS/COORDINATION MEETINGS (52 EXTERNAL MEETINGS)			18									1	19		$ 3,495
F PROJECT SCHEDULE AND UPDATE			6									4	10		$ 1,440
G PROJECT DOCUMENT/FILES															$ -
H DELIVERABLES															$ -
MONTHLY INVOICES AND PROGRESS PREPORTS															$ -
PROJECT SPECIFIC QA/QC PLAN															$ -
MEETING MINUTES, SIGN-IN SHEETS, AND AGENDAS															$ -
PROJECT SCHEDULE AND UPDATE															$ -
PROJECT FILES															$ -
QA/QC DOCUMENTATION															$ -
															$ -
SUBTOTAL HOURS/COSTS	**24**		**80**									**80**	**184**		**$ 29,600.00**
TASK 4 RIGHT OF WAY (ROW) AND MAPPING															
A PARCEL ACQUISITION DOCUMENTS (2 PARCELS ASSUMED,)			6	22	55							4	87		$ 12,440
RESEARCH, COMPILE RECORDS, AND BUILD WORKING MAP															$ -
CALC APPROX SEARCH DATA, RECOVER BOUNDARY MONUMENTS															$ -
PREPARE ROW STRIP MAP															$ -
PREPARE DRAFT PARCEL SKETCHES AND FIELD NOTES															$ -
REVIEW TITLE COMMITMENTS															$ -
SET MONUMENTS															$ -
PAREPARE FINAL PARCEL SKETCHES AND FIELD NOTES															$ -
STAKE ROW AS NEEDED															$ -
B DELIVERABLES															$ -
PROPERTY OWNER EXHIBITS (DRAWING FILE, PDF, AND HARDCOPIES)															$ -
															$ -
SUBTOTAL HOURS/COSTS			**6**	**22**	**55**							**4**	**87**		**$ 12,440.00**
Task 5 CONDEMNATION SUPPORTY															
A CONDEMNATION HEARING EXHIBITS			**2**	**9**		**16**							27		$ 3,715
PREPARE PRELIMINARY AND FINAL CONDEMNATION HEARING EXHIBITS (4 PARCELS)															$ -
EXHIBITS															$ -
B CONDEMNATION HEARINGS															$ -
ATTEND PREPARTION MEETING(S) WITH ATTORNEY															$ -
ATTEND CONDEMNATION MEETINS IN PERSON AND TESTIFY (UP TO 4 HEARINGS)															$ -
C DELIVERABLES															$ -
PRELIMINARY CONDEMNATION HEARING EXHIBITS (PDF)															$ -
FINAL CONDEMNATION HEARING EXHIBITS (PDF)															$ -
															$ -
SUBTOTAL HOURS/COSTS			**2**	**9**		**16**							**27**		**$ 3,715.00**

ATTACHMENT "D" FEE SCHEDULE

INLAND GEODETICS

East WilCo Highway Segment 6

TASK 6	SURVEYING														
	A RIGHT OF ENTRY (13 LETTERS ASSUMED)			38	75	374			420	234	94		18	1253		$ 197,575
	B PREPARE PRELIMINARY SCHEMATIC DELIVERABLE															$ -
	ESTABLISH HORIZONTAL AND VERTICAL CONTROL AND SET TEMPORARY BENCHMARKS															$ -
	PREPARE CONTROL POINT SHEET															$ -
	PERFORM DESIGN SURVEY TO PRODUCE 1' CONTOURS															$ -
	SURVEY HYDROLIC X-SECTs (7 CREEKS, 32 X-SECTs)															$ -
	SURVEY GTRR ROW															$ -
	SURVEY 3 ROAD INTERSECTIONS															$ -
	PLOT BOREHOLE LOCATIONS															$ -
	C DELIVERABLES															$ -
	LIST OF LAND OWNERS (XLS)															$ -
	MAPPING IN 2-D AND 3-D MICROSTATION FILES (GRID OR DATUM)															$ -
	PDF OF EACH SURVEYOR PROJECT NOTEBOOK															$ -
	DTM OF PROPOSED COORIDOR															$ -
	SURVEY CONTROL SHEET															$ -
																$ -
	SUBTOTAL HOURS/COSTS			**38**	**75**	**374**			**420**	**234**	**94**		**18**	**1253**		**$ 197,575.00**

F E E S U M M A R Y															
TASK 1	**PROJECT MANAGEMENT**	24		80								80	**184**		**$ 29,600.00**
TASK 2	**PUBLIC INVOLVEMENT**														**$ -**
TASK 3	**UTILITY COORDINATION SUPPORT**														**$ -**
TASK 4	**RIGHT OF WAY (ROW) AND MAPPING**			6	22	55						4	**87**		**$ 12,440.00**
TASK 5	**CONDEMNATION SUPPORTY**			2	9		16						**27**		**$ 3,715.00**
TASK 6	**SURVEYING**			38	75	374			420	234	94		18	**1253**	**$ 197,575.00**
TASK 7	**DRAINAGE STUDY**														**$ -**
TASK 8	**ENVIRONMENTAL SERVICES**														**$ -**
TASK 9	**GEOTECHNICAL SERVICES**														**$ -**
TASK 10	**PLAN PREPARATION**														**$ -**
TASK 11	**PERMITS**														**$ -**
TASK 12	**BIDDING PHASE SERVICES**														**$ -**
TOTAL HOURS		**24**		**126**	**106**	**429**	**16**		**420**	**234**	**94**		**102**	**1551**	**$ 243,330.00**
CONTRACT RATES ($)		$ 350.00	$ 200.00	$ 190.00	$ 175.00	$ 130.00	$ 110.00	$ 90.00	$ 125.00	$ 205.00	$ 285.00	$ 365.00	$ 75.00		
TOTAL LABOR COSTS		$8,400		$23,940	$18,550	$55,770	$1,760		$52,500	$47,970	$26,790		$7,650		**$ 243,330.00**
TOTAL BY CATEGORY		**3%**		**10%**	**8%**	**23%**	**1%**		**22%**	**20%**	**11%**		**3%**	**100%**	**$ 243,330.00**

TOTAL LABOR =	**$ 243,330.00**
TOTAL ODE =	**$ 4,875.00**
TOTAL FEE =	**$ 248,205.00**

TOTAL FEE

DIRECT EXPENSE ITEMS	UNIT	QTY	PRICE	TOTAL	
Standard Postage	letter		Current Postal rate		
Certified Letter Return Receipt	each		Current Postal rate		
MILEAGE	mile	1000	$0.675	$675.00	OR CURRENT IRS RATE
OVERNIGHT MAIL - LETTER SIZE	each		$25.40		OR CURRENT POSTAL RATE
PHOTOCOPIES B/W (11" X 17")	each		$0.20		
PHOTOCOPIES B/W (8 1/2" X 11")	each		$0.10		
PHOTOCOPIES COLOR (11" X 17")	each		$1.25		
PHOTOCOPIES COLOR (8 1/2" X 11")	each		$0.75		
PLOTS (B/W ON BOND)	per sq.		$0.60		
PLOTS (COLOR ON BOND)	per sq.		$1.60		
NOTEBOOKS	each		$5.00		
ATV	each	70	$60.00	$4,200.00	
			TOTAL	$4,875.00	

Commissioners Court - Regular Session **29.**

Meeting Date: 10/07/2025

Final Plat for the Santa Rita Ranch Phase 7C Section 2 subdivision – Pcts 2 & 3

Submitted For: Adam Boatright **Submitted By:** Misti Schulz, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approval of the final plat for the Santa Rita Ranch Phase 7C Section 2 subdivision – Precincts 2 & 3.

Background

This is the next section of the Santa Rita Ranch Phase 7C development. This final plat consists of 66 single family lots, 2 open space/landscape/utility lots, 1 open space/drainage/landscape/utility lot, and 2,097 linear feet of new public roads. Roadway and drainage construction is not yet complete, but a performance bond in the amount of $1,729,380.75 has been posted with the County to cover the cost of the remaining construction.

Timeline

2025-01-27 – initial submittal of the final plat
2025-02-26 – 1st review complete with comments
2025-04-17 – 2nd submittal of final plat
2025-04-29 – 2nd review complete with comments
2025-05-02 – 3rd submittal of final plat
2025-05-07 – 3rd review complete with comments cleared
2025-09-05 – 4th submittal of final plat with changes
2025-09-19 – 4th review complete with minor comments
2025-09-26 – 5th submittal of final plat
2025-09-26 – receipt of final plat with signatures
2025-09-29 – 5th review complete with comments cleared
2025-09-30 – final plat placed on the October 7th, 2025 Commissioners Court agenda for consideration

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Fiscal Impact

From/To	Acct No.	Description	Amount

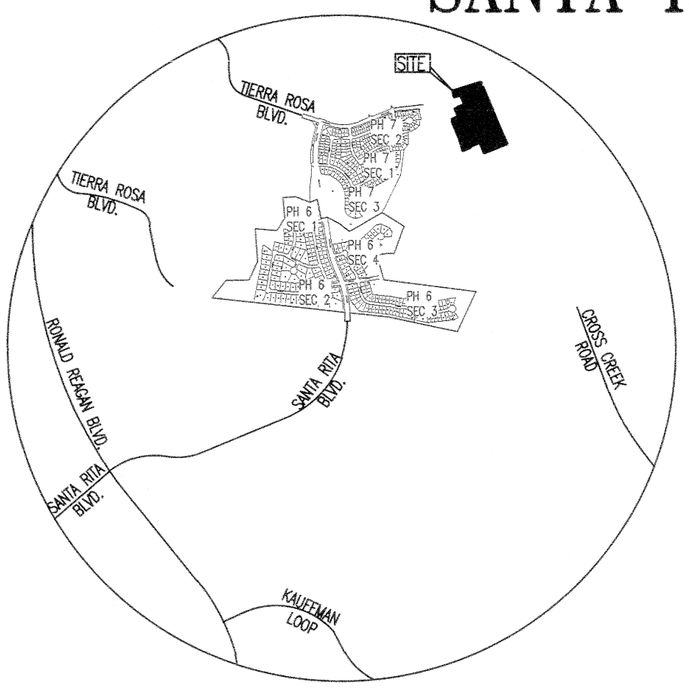
Attachments

Final Plat Santa Rita Ranch Ph 7C Sec 2

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	10/01/2025 09:49 AM
Form Started By: Misti Schulz		Started On: 09/30/2025 08:04 AM
Final Approval Date: 10/01/2025		

SANTA RITA RANCH PHASE 7C, SECTION 2
FINAL PLAT



VICINITY MAP
APPROX. SCALE:
1"=2000'

GRAPHIC SCALE

0 100 150 200 300

(IN FEET)
1 inch = 100 ft.

LEGEND

- ▲ NAIL FOUND (AS NOTED)
- ● CAPPED 1/2" IRON ROD FOUND STAMPED "CBD SETSTONE"
- ○ CAPPED 1/2" IRON ROD SET STAMPED "CBD SETSTONE"
- 1 LOT NUMBER
- Ⓐ BLOCK DESIGNATION
- B.L. BUILDING SETBACK LINE
- P.U.E. PUBLIC UTILITY EASEMENT
- W.Q.E. WATER QUALITY EASEMENT
- D.E. DRAINAGE EASEMENT
- L.S.E. LANDSCAPE EASEMENT
- O.S. OPEN SPACE

ORIGINAL SUBMITTAL DATE: JANUARY 27, 2025

DATE: SEPTEMBER 23, 2025

OWNER:
SANTA RITA KC, LLC
1700 CROSS CREEK LANE, STE. 100
LIBERTY HILL, TX 78642

DEVELOPER:
SANTA RITA KC, LLC
1700 CROSS CREEK LANE, STE. 100
LIBERTY HILL, TX 78642

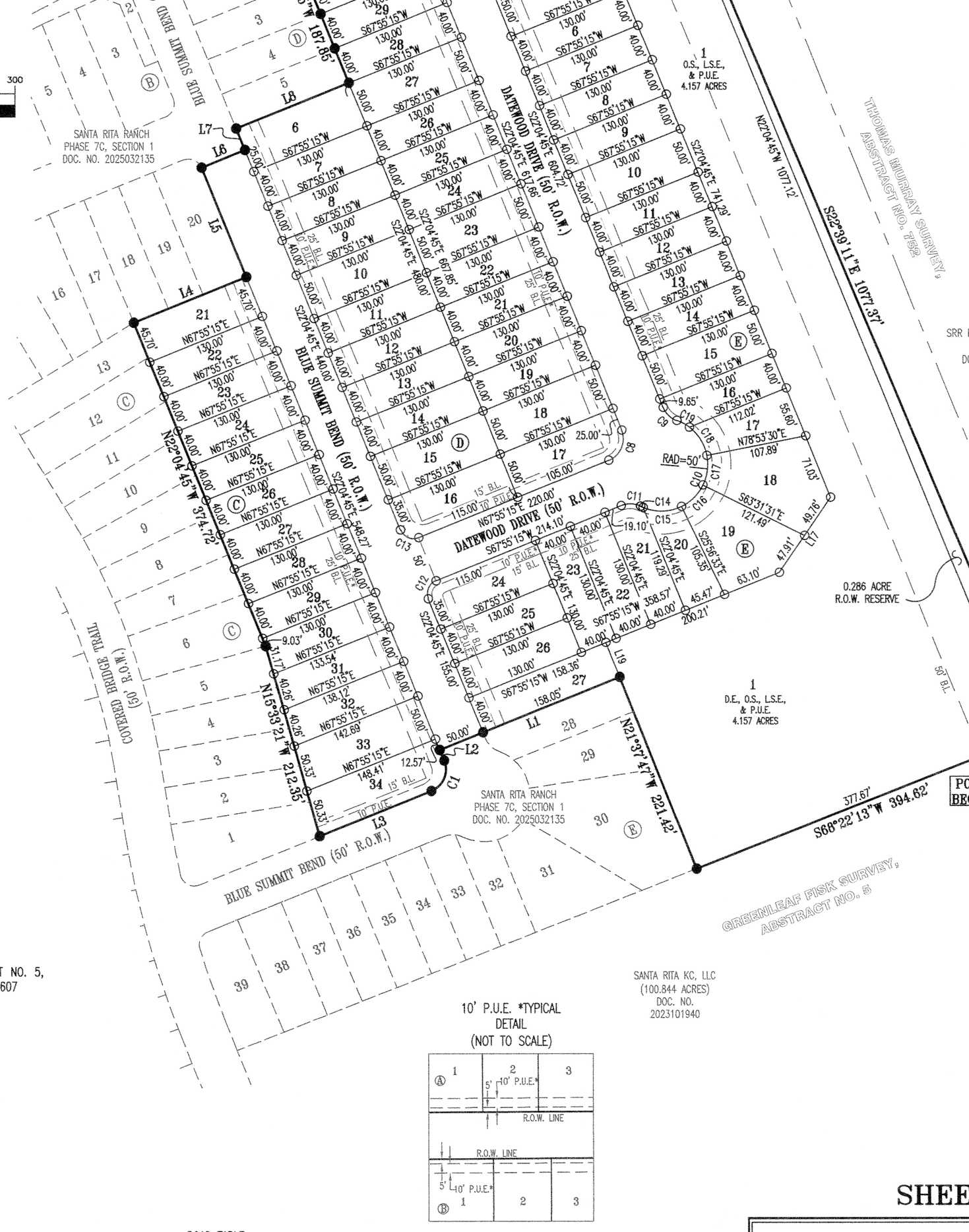
ENGINEER & SURVEYOR:
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON DRIVE
AUSTIN, TEXAS 78749
(512) 280-5160 PHONE

BASIS OF BEARINGS – TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD83
ELEVATION DATUM – NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD '88) GEOID 12B.

TOTAL ACREAGE: 15.990 ACRES
SURVEY: THE GREENLEAF FISK SURVEY, ABSTRACT NO. 5, AND THE WINSLOW TURNER SURVEY, ABSTRACT NO. 607

F.E.M.A. MAP NO. 48491C0275E
WILLIAMSON COUNTY, TEXAS AND INCORPORATED AREAS.
DATED: SEPTEMBER 26, 2008

TOTAL OF LOTS	69
SINGLE FAMILY LOTS:	66
O.S., D.E., L.S.E., & P.U.E. LOTS:	1
O.S., L.S.E, & P.U.E. LOTS:	2



10' P.U.E. *TYPICAL DETAIL
(NOT TO SCALE)

ROAD TABLE

STREET NAMES	LINEAR FOOTAGE	R.O.W. WIDTH	PAVEMENT WIDTH	DESIGN SPEED	DESIGNATION	CLASSIFICATION
BLUE SUMMIT BEND	688'	50' R.O.W.	33' FOC–FOC	25 M.P.H.	PUBLIC	LOCAL
DATEWOOD DRIVE	1,021'	50' R.O.W.	33' FOC–FOC	25 M.P.H.	PUBLIC	LOCAL
TIERRA ROSA BOULEVARD	388'	64' R.O.W.	44' FOC–FOC	35 M.P.H.	PUBLIC	MINOR COLLECTOR
R.O.W RESERVE	---	--------	---------	------	-----	--------
TOTAL	2,097'					

SHEET NO. 1 OF 3

Carlson, Brigance & Doering, Inc.
FIRM ID #F3791 ◆ REG. # 10024900
Civil Engineering ◆ Surveying
5501 West William Cannon ◆ Austin, Texas 78749
Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

J:\AC3D\5490\Survey\PLAT – SANTA RITA 7C–2.dwg

SANTA RITA RANCH PHASE 7C, SECTION 2
FINAL PLAT

METES AND BOUNDS

BEING ALL OF THAT CERTAIN 15.990 ACRE TRACT OF LAND SITUATED IN THE WINSLOW TURNER SURVEY, ABSTRACT NUMBER 607, AND THE GREENLEAF FISK SURVEY, ABSTRACT NUMBER 5, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 100.844 ACRE TRACT OF LAND CONVEYED TO SANTA RITA KC, LLC., BY DEED RECORDED IN DOCUMENT NUMBER 2023101940, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, SAID 15.990 ACRE TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING, AT A 60D NAIL FOUND ON CEDAR STUMP ON THE EAST LINE OF SAID 100.844 ACRE TRACT OF LAND, BEING ON THE WEST LINE OF A CALLED 281.797 ACRE TRACT OF LAND CONVEYED TO SRR EVANS INVESTMENTS, LLC BY DEED RECORDED IN DOCUMENT NUMBER 2021082145, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, FOR THE POINT OF COMMENCEMENT OF THE HEREIN DESCRIBED TRACT OF LAND,

THENCE, N22°39'11"W, WITH THE COMMON LINE OF SAID 100.844 ACRE TRACT OF LAND AND SAID 281.797 ACRE TRACT OF LAND, A DISTANCE OF 572.09 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR THE SOUTHEAST CORNER AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT OF LAND,

THENCE, OVER AND ACROSS SAID 100.844 ACRE TRACT OF LAND, THE FOLLOWING SEVENTEEN (17) COURSES AND DISTANCES, NUMBERED 1 THROUGH 17,

1) S68°22'13"W, A DISTANCE OF 394.62 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
2) N21°37'47"W, A DISTANCE OF 221.42 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
3) S67°55'15"W, A DISTANCE OF 208.05 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
4) S22°04'45"E, A DISTANCE OF 12.43 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER, BEING AT THE BEGINNING OF A CURVE TO THE RIGHT,
5) ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, AN ARC LENGTH OF 39.27 FEET, AND A CHORD THAT BEARS S22°55'15"W, A DISTANCE OF 35.36 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
6) S67°55'15"W, A DISTANCE OF 129.12 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT,
7) N15°33'21"W, A DISTANCE OF 212.35 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
8) N22°04'45"W, A DISTANCE OF 329.03 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
9) N22°04'45"W, A DISTANCE OF 45.70 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
10) N67°55'15"E, A DISTANCE OF 130.00 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
11) N22°04'45"W, A DISTANCE OF 126.73 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
12) N67°55'15"E, A DISTANCE OF 50.00 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
13) N22°04'45"W, A DISTANCE OF 25.00 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
14) N67°55'15"E, A DISTANCE OF 130.00 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
15) N22°04'45"W, A DISTANCE OF 187.85 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
16) S72°57'13"W, A DISTANCE OF 114.12 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER, AND
17) N17°02'47"W, A DISTANCE OF 103.21 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" ON THE NORTH LINE OF SAID 100.844 ACRE TRACT OF LAND, BEING ON THE SOUTH LINE OF A CALLED 1526.34 ACRE TRACT OF LAND CONVEYED TO BRAUN FAMILY LIMITED PARTNERSHIP BY DEED RECORDED IN DOCUMENT NUMBER 2004033001, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND,

THENCE, N72°46'14"E, WITH THE COMMON LINE OF SAID 1526.34 ACRE TRACT AND SAID 100.844 ACRE TRACT OF LAND, A DISTANCE OF 510.43 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND,

THENCE, OVER AND ACROSS SAID 100.844 ACRE TRACT OF LAND THE FOLLOWING SEVEN (7) COURSES AND DISTANCES, NUMBERED 1 THROUGH 7,

1) S22°04'45"E, A DISTANCE OF 10.77 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER, BEING AT THE BEGINNING OF A CURVE TO THE RIGHT,
2) ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 23.34 FEET, AND A CHORD THAT BEARS S22°30'23"W, A DISTANCE OF 21.06 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
3) S67°05'31"W, A DISTANCE OF 113.46 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
4) S22°54'29"E, A DISTANCE OF 64.00 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
5) N67°05'31"E, A DISTANCE OF 112.10 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER, BEING AT THE BEGINNING OF A CURVE TO THE RIGHT,
6) ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 23.78 FEET, AND A CHORD THAT BEARS S67°29'37"E, A DISTANCE OF 21.37 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER, AND
7) N67°20'49"E, A DISTANCE OF 6.15 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER, BEING ON THE EAST LINE OF SAID 100.844 ACRE TRACT OF LAND, AND BEING ON THE WEST LINE OF SAID 281.797 ACRE TRACT OF LAND, FROM WHICH A 60D NAIL FOUND IN 10 INCH CEDAR POST ON THE COMMON LINE OF SAID 100.844 ACRE TRACT OF LAND AND SAID 281.797 ACRE TRACT OF LAND, BEARS N22°39'11"W, A DISTANCE OF 104.99 FEET,

THENCE, S22°39'11"E, WITH THE COMMON LINE OF SAID 281.797 ACRE TRACT OF LAND AND SAID 100.844 ACRE TRACT OF LAND, A DISTANCE OF 1,077.37 FEET TO THE POINT OF BEGINNING, AND CONTAINING 15.990 ACRES OF LAND.

GENERAL:

1. BASIS OF BEARINGS – TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD83

   ELEVATION DATUM – NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD '88) GEOID 12B.
2. THIS SUBDIVISION LIES WITHIN THE CITY OF LIBERTY HILL EXTRA-TERRITORIAL JURISDICTION.
3. IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS, AND REGULATIONS RELATING TO PLATTING AND DEVELOPMENT OF THIS PROPERTY. THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOODPLAIN DATA, IN PARTICULAR, MAY CHANGE. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE ROADS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.
4. ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS.

DRAINAGE AND FLOODPLAIN:

1. EXCEPT IN CERTAIN ISOLATED AREAS REQUIRED TO MEET ACCESSIBILITY REQUIREMENTS, THE MINIMUM LOWEST FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING, OR ONE FOOT ABOVE THE BFE, WHICHEVER IS HIGHER.
2. A CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION. THIS CERTIFICATE OF COMPLIANCE IS VALID UNTIL SUCH TIME AS FEMA OR THE COUNTY REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS VICINITY.
3. THIS SUBDIVISION IS SUBJECT TO STORM-WATER MANAGEMENT CONTROLS AS REQUIRED BY WILLIAMSON COUNTY SUBDIVISION REGULATIONS, SECTION B11.1, ON NEW DEVELOPMENT THAT WOULD EVOKE SUCH CONTROLS BEYOND EXISTING CONDITIONS.
4. MAINTENANCE RESPONSIBILITY OF DRAINAGE WILL NOT BE ACCEPTED BY THE COUNTY OTHER THAN THAT ACCEPTED IN CONNECTION WITH DRAINING OR PROTECTING THE ROAD SYSTEM. MAINTENANCE RESPONSIBILITY FOR STORM WATER MANAGEMENT CONTROLS WILL REMAIN WITH THE OWNER.
5. ANY PROPOSED DEVELOPMENT THAT OBSTRUCTS OR DIVERTS FLOW WITHIN A DRAINAGE EASEMENT MAY NOT BE PERMITTED AND IS AT THE DISCRETION OF THE WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATOR.

WATER AND WASTEWATER:

1. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO AN APPROVED PUBLIC SEWER SYSTEM.
2. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL WATER SATISFACTORY FOR HUMAN CONSUMPTION IS AVAILABLE FROM A SOURCE IN ADEQUATE AND SUFFICIENT SUPPLY.
3. WATER SERVICE IS PROVIDED BY: WILLIAMSON COUNTY MUD 19G/ GEORGETOWN UTILITY SYSTEMS
4. WASTEWATER SERVICE IS PROVIDED BY: WILLIAMSON COUNTY MUD 19G/CITY OF LIBERTY HILL
5. ELECTRIC SERVICE IS PROVIDED BY: PEC

ROADWAY AND RIGHT-OF-WAY:

1. IN APPROVING THIS PLAT BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL ROADS, AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IS THE RESPONSIBILITY OF THE OWNER(S) OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS. SAID COMMISSIONERS COURT ASSUMES NO OBLIGATION TO BUILD ANY OF THE ROADS, OR PUBLIC THOROUGHFARES SHOWN ON THIS PLAT, OR OF CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH. THE COUNTY WILL ASSUME NO RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE ROAD SYSTEM.
2. SIDEWALKS SHALL BE MAINTAINED BY THE HOMEOWNERS' ASSOCIATION.
3. DRIVEWAY ACCESS TO LOTS WITHIN THIS SUBDIVISION FROM SIDE STREETS IS PROHIBITED.
4. IMPROVEMENTS WITHIN THE COUNTY ROAD RIGHT-OF-WAY INCLUDING, BUT NOT LIMITED TO LANDSCAPING, IRRIGATION, LIGHTING, CUSTOM SIGNS, ARE PROHIBITED WITHOUT FIRST OBTAINING AN EXECUTED LICENSE AGREEMENT WITH WILLIAMSON COUNTY.
5. NO CONSTRUCTION, PLANTING OR GRADING SHALL BE PERMITTED TO INTERFERE WITH SIGHT EASEMENTS BETWEEN THE HEIGHTS OF THREE AND EIGHT FEET AS MEASURED FROM THE CROWNS OF THE ADJACENT STREETS.
6. THE OWNER SHALL CREATE A MANDATORY HOMEOWNERS' ASSOCIATION THAT SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND LIABILITY OF ANY LANDSCAPING, IRRIGATION, SIDEWALKS, ILLUMINATION, SUBDIVISION IDENTIFICATION SIGNS, WATER QUALITY FEATURES, ETC. PLACED WITHIN THE WILLIAMSON COUNTY RIGHT-OF-WAY. THIS ASSOCIATION SHALL HAVE ASSESSMENT AUTHORITY TO ENSURE THE PROPER FUNDING FOR MAINTENANCE.
7. 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.

EXISTING EASEMENTS NOTE:

THERE ARE EASEMENTS OF RECORD AS LISTED ON THE TITLE REPORT ISSUED BY TITLE RESOURCES GUARANTY COMPANY, GF NO. 2408807-COM, EFFECTIVE DATE MARCH 12, 2024 THAT ARE NOT SHOWN ON THE PLAT, AS FOLLOWS:

COMMUNICATION LINES EASEMENT RECORDED IN VOLUME 1106, PAGE 591, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS – DOES AFFECT SUBJECT PROPERTY, NOT PLOTTABLE. 10' IN WIDTH, BASED ON LINES AS BUILT (NO LINES LOCATED).

ELECTRIC EASEMENT RECORDED IN DOCUMENT NUMBER 2018079463, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS – DOES AFFECT SUBJECT PROPERTY, NOT PLOTTABLE. 20' IN WIDTH, BASED ON LINES AS BUILT (NO LINES LOCATED).

UTILITY EASEMENT RECORDED IN DOCUMENT NUMBER 2020067322, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS – MAY AFFECT SUBJECT PROPERTY. DEFINED EASEMENT (EXHIBIT "A") NOT INCLUDED WITH DEED. NOT PLOTTABLE. 20' IN WIDTH, BASED ON LINES AS BUILT (NO LINES LOCATED).

UTILITY EASEMENT RECORDED IN DOCUMENT NUMBER 2021048786, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS – MAY AFFECT SUBJECT PROPERTY. DEFINED EASEMENT (EXHIBIT "A") NOT INCLUDED WITH DEED. NOT PLOTTABLE. 20' IN WIDTH, BASED ON LINES AS BUILT (NO LINES LOCATED).

UTILITY EASEMENT RECORDED IN DOCUMENT NUMBER 2021104263, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS – MAY AFFECT SUBJECT PROPERTY. DEFINED EASEMENT (EXHIBIT "A") NOT INCLUDED WITH DEED. NOT PLOTTABLE. 10' IN WIDTH, BASED ON LINES AS BUILT (NO LINES LOCATED).

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C1	39.27	25.00	S22°55'15"W	35.36	25.00	90°00'00"
C2	23.34	15.00	S22°30'23"W	21.06	14.78	89°10'15"
C3	23.78	15.00	S67°29'37"E	21.37	15.22	90°49'45"
C4	44.81	438.00	N70°01'22"E	44.79	22.42	5°51'42"
C5	51.36	502.00	N70°01'22"E	51.33	25.70	5°51'42"
C6	24.88	15.00	S25°26'14"W	22.12	16.38	95°01'57"
C7	22.24	15.00	N64°33'46"W	20.26	13.74	84°58'03"
C8	39.27	25.00	N22°55'15"E	35.36	25.00	90°00'00"
C9	21.03	25.00	S46°10'26"E	20.41	11.18	48°11'23"
C10	162.65	50.00	N22°55'15"E	99.85	897.21	186°22'46"

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C11	21.03	25.00	N87°59'03"W	20.41	11.18	48°11'23"
C12	23.56	15.00	S22°55'15"W	21.21	15.00	90°00'00"
C13	23.56	15.00	S67°04'45"E	21.21	15.00	90°00'00"
C14	3.28	50.00	N65°46'15"W	3.28	1.64	3°45'46"
C15	42.14	50.00	S88°12'10"W	40.91	22.41	48°17'26"
C16	32.80	50.00	S45°15'58"W	32.21	17.01	37°34'58"
C17	32.80	50.00	S07°41'00"W	32.21	17.01	37°34'58"
C18	36.40	50.00	S31°57'42"E	35.60	19.05	41°42'24"
C19	15.23	50.00	S61°32'31"E	15.17	7.68	17°27'14"

Line Table		
Line #	Length	Direction
L1	208.05	S67°55'15"W
L2	12.43	S22°04'45"E
L3	129.12	S67°55'15"W
L4	130.00	N67°55'15"E
L5	126.73	N22°04'45"W

Line Table		
Line #	Length	Direction
L6	50.00	N67°55'15"E
L7	25.00	N22°04'45"W
L8	130.00	N67°55'15"E
L9	114.12	S72°57'13"W
L10	103.21	N17°02'47"W

Line Table		
Line #	Length	Direction
L11	10.77	S22°04'45"E
L12	113.46	S67°05'31"W
L13	64.00	S22°54'29"E
L14	112.10	N67°05'31"E
L15	6.15	N67°20'49"E

Line Table		
Line #	Length	Direction
L16	29.17	S72°57'13"W
L17	97.67	S34°24'25"W
L18	21.41	S66°32'35"E
L19	40.00	S21°37'47"E
L20	115.02	S68°59'34"W

Carlson, Brigance & Doering, Inc.
FIRM ID #F3791 ◆ REG. # 10024900
Civil Engineering ◆ Surveying
5501 West William Cannon ◆ Austin, Texas 78749
Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

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SANTA RITA RANCH PHASE 7C, SECTION 2
FINAL PLAT

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS;
COUNTY OF WILLIAMSON §

I, JAMES EDWARD HORNE, VICE PRESIDENT, SANTA RITA KC, LLC., OWNER OF THAT CERTAIN CALLED 100.844 ACRE TRACT OF LAND CONVEYED IN DOCUMENT NUMBER 2023101940, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, SITUATED IN THE GREENLEAF FISK SURVEY, ABSTRACT NUMBER 5, AND THE WINSLOW TURNER SURVEY, ABSTRACT NUMBER 607, WILLIAMSON COUNTY, TEXAS, AS SHOWN HEREON, DO HEREBY SUBDIVIDE 15.990 ACRES AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS,

"SANTA RITA RANCH PHASE 7C, SECTION 2 FINAL PLAT"

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 25 DAY OF September, 20 25.

SANTA RITA KC, LLC.
A TEXAS LIMITED PARTNERSHIP

BY: MREM TEXAS MANAGER, LLC,
A DELAWARE LIMITED LIABILITY COMPANY, ITS MANAGER

BY: _____
JAMES EDWARD HORNE, VICE PRESIDENT
1700 CROSS CREEK LANE, STE. 100
LIBERTY HILL, TX 78642

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS;
COUNTY OF WILLIAMSON §

BEFORE ME THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED JAMES EDWARD HORNE, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT OF WRITING, AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE 25th DAY OF September, 20 25 A.D.

Ashley Weller Garza
NOTARY PUBLIC IN AND FOR WILLIAMSON COUNTY, TEXAS

CONSENT OF MORTGAGEE

THE UNDERSIGNED, BEING THE SOLE OWNER AND HOLDER OF TWO DEED OF TRUST LIENS SECURED BY THE PROPERTY, THE FIRST DATED OCTOBER 31, 2013 RECORDED AS DOCUMENT NO. 2013103003 IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SECURING A NOTE OF EVEN DATE THEREWITH, AND THE SECOND DATED JANUARY 31, 2018 RECORDED AS DOCUMENT NO. 2018009177, SECURING A NOTE OF EVEN DATE THEREWITH, EXECUTES THIS DECLARATION SOLELY FOR THE PURPOSES OF EVIDENCING ITS CONSENT TO THE TERMS AND PROVISIONS HEREOF.

INTERNATIONAL BANK OF COMMERCE,
A TEXAS BANKING ASSOCIATION

BY: _____
PRINTED NAME: Dennesha Johnson
TITLE: Vice President

STATE OF TEXAS
COUNTY OF Travis

BEFORE ME ON THIS DAY PERSONALLY APPEARED Dennesha Johnson KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 25 DAY OF September, A.D., 2025.

BY: _____
NOTARY PUBLIC, STATE OF TEXAS

PRINTED NAME: Araceli Hernandez

MY COMMISSION EXPIRES 6-2-2028

ARACELI HERNANDEZ
Notary Public, State of Texas
Commission Expires 06-02-2028
Notary ID 126285198

THIS FLOOD STATEMENT, AS DETERMINED BY A H.U.D.-F.I.A. FLOOD INSURANCE RATE MAP, DOES NOT IMPLY THAT THE PROPERTY OR THE IMPROVEMENTS THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. ON RARE OCCASIONS, GREATER FLOODS CAN AND WILL OCCUR, AND FLOOD HEIGHTS MAY INCREASE BY MAN-MADE OR NATURAL CAUSES.

THIS STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF ENGINEER OR SURVEYOR.

STATE OF TEXAS:

COUNTY OF TRAVIS:

NO PORTION OF THIS TRACT IS WITHIN THE 100 YEAR FLOOD PLAIN AS SHOWN ON FLOOD INSURANCE RATE COMMUNITY PANEL #48491C0275E, EFFECTIVE SEPTEMBER 26, 2008 FOR WILLIAMSON COUNTY, TEXAS.

I, STEVEN P. CATES, P.E., AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS, TO PRACTICE THE PROFESSION OF ENGINEERING, AND HEREBY CERTIFY THAT THIS SUBDIVISION PLAT COMPLIES WITH THE REQUIREMENTS OF WILLIAMSON COUNTY.

ENGINEERING BY: Steven P. Cates 9/24/25
STEVEN P. CATES, P.E. NO. 93648 DATE
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON DRIVE,
AUSTIN, TEXAS 78749

STATE OF TEXAS
STEVEN P. CATES
93648
LICENSED
PROFESSIONAL ENGINEER

CARLSON, BRIGANCE, & DOERING, INC.
ID # F3791

STATE OF TEXAS:

COUNTY OF TRAVIS:

I, ERIC J. DANNHEIM, R.P.L.S., AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS, TO PRACTICE THE PROFESSION OF SURVEYING, AND HEREBY CERTIFY THAT THIS SUBDIVISION PLAT COMPLIES WITH THE WILLIAMSON COUNTY SUBDIVISION ORDINANCE. ALL EASEMENTS OF RECORD AS LISTED ON THE TITLE REPORT ISSUED BY TITLE RESOURCES GUARANTY COMPANY, GF NO. 2408807-COM, EFFECTIVE DATE MARCH 12, 2024 ARE SHOWN OR NOTED ON THE PLAT.
DATE OF SURVEY: FEBRUARY 13, 2018

SURVEYED BY: _____ 9/24/25
ERIC J. DANNHEIM, R.P.L.S. NO. 6075 DATE
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON DRIVE,
AUSTIN, TEXAS 78749
Edannheim@cbdeng.com

STATE OF TEXAS
REGISTERED
ERIC J. DANNHEIM
6075
PROFESSIONAL
LAND SURVEYOR

BY: _____ 9/26/2025
DIRECTOR OF PLANNING DATE
CITY OF LIBERTY HILL, TEXAS

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 25th DAY OF September, 2025 A.D.

_____ on Behalf of Teresa Baker
Trevor Barrington
WILLIAMSON COUNTY ADDRESSING COORDINATOR
WILLIAMSON COUNTY, TEXAS

Trevor Barrington
PRINTED NAME

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS;
COUNTY OF WILLIAMSON §

I, STEVEN SNELL, COUNTY JUDGE OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS MAP OR PLAT, WITH FIELD NOTES HEREON, FOR A SUBDIVISION HAVING BEEN FULLY PRESENTED TO THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS, AND BY THE SAID COURT DULY CONSIDERED, WERE ON THIS DAY APPROVED AND THAT THIS PLAT IS AUTHORIZED TO BE REGISTERED AND RECORDED IN THE PROPER RECORDS OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

_____ _____
STEVEN SNELL, COUNTY JUDGE DATE
WILLIAMSON COUNTY, TEXAS

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS;
COUNTY OF WILLIAMSON §

I, NANCY RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF _____, 20____ A.D., AT _____ O'CLOCK, _____.M., AND DULY RECORDED THIS THE_____ DAY OF _____, 20____ A.D., AT _____ O'CLOCK, _____.M. IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY IN INSTRUMENT NO. _____.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN GEORGETOWN, TEXAS, THE DATE LAST SHOWN ABOVE WRITTEN.

NANCY RISTER, CLERK COUNTY COURT
OF WILLIAMSON COUNTY, TEXAS

BY: _____, DEPUTY

Carlson, Brigance & Doering, Inc.
FIRM ID #F3791 ◆ REG. # 10024900
Civil Engineering ◆ Surveying
5501 West William Cannon ◆ Austin, Texas 78749
Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

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Commissioners Court - Regular Session **30.**

Meeting Date: 10/07/2025

Discuss and take appropriate action to proclaim October 5 - 11, 2025, as National 4-H Week in Williamson County. Hear a short presentation by Williamson County 4-H members.

Submitted By: Amy Hays, Extension Service

Department: Extension Service

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action to proclaim October 5 - 11, 2025, as National 4-H Week in Williamson County. Hear a short presentation by Williamson County 4-H members.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

National 4-H Week Proclamation

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	09/30/2025 10:44 AM
Form Started By: Amy Hays		Started On: 09/29/2025 09:57 AM
Final Approval Date: 09/30/2025		



WHEREAS, this year's National 4-H Week theme, "Beyond Ready," reminds us that 4-H is building a ready generation in a world of change and equips young people with skills for the future while meeting them where they are today;

WHEREAS, 4-H is America's largest youth development organization, supporting six million youth across the country; and

WHEREAS, 4-H programs are delivered by the Cooperative Extension System – a community of more than 100 public land-grant colleges and universities across the Nation – that provides experiences for young people to learn by doing;

WHEREAS, 4-H is in every city and county in the United States and helps 6 million youth become engaged, successful and independent; and

WHEREAS, 4-H connects young people and adults to their communities, preparing them for work and life through experiential and inquiry-based learning while providing emerging research for positive youth development; and

WHEREAS, expanding from its strong agricultural roots, 4-H helps young people explore the world around them and grow into productive adults; and

WHEREAS, supporting future leaders in science, agriculture and community leadership is an important imperative for U.S. Department of Agriculture National Institute of Food and Agriculture 4-H program; and

NOW, THEREFORE, We, do hereby proclaim October 5 –11 2025 as NATIONAL 4-H WEEK throughout Williamson County, Texas, and encourage all our citizens to recognize 4-H for the significant impact it has made and continues to make by empowering youth with the skills they need to lead for a lifetime.

_____

Date



Date

Commissioners Court - Regular Session **31.**

Meeting Date: 10/07/2025

County space allocation

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

Department: Commissioners Court

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the interim plan for facilities space allocation presented to Commissioners Court on 9/16/2025.

Background

An interim plan was presented by the County Manager covering several changes over four phases for space allocation within Williamson County facilities. Phase 1 has already been approved and changes have been completed. Approval would be needed for Phases 2 to 4 to provide staff with direction to move forward.

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	09/30/2025 10:38 AM
Form Started By: Becky Pruitt		Started On: 09/30/2025 10:33 AM
Final Approval Date: 09/30/2025		

Commissioners Court - Regular Session **32.**

Meeting Date: 10/07/2025

Spalding Engagement

Submitted By: Hal Hawes, General Counsel

Department: General Counsel

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action regarding the engagement of the law firm of Durham, Pittard & Spalding, LLP to represent Williamson County in any appeal from a final judgment in the case of Cause No. 25-0488-C425; Williamson County, Siena Municipal Utility District No. 1, and Siena Municipal Utility District No. 2, v. The Cameron County Housing Finance Corporation or associated proceedings; and exemption of these services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Tex. Loc. Gov't Code § 262.024(a)(4).

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

DPS LLP Engagement Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	09/26/2025 04:00 PM
Form Started By: Hal Hawes		Started On: 09/26/2025 02:35 PM
Final Approval Date: 09/26/2025		

ATTORNEY EMPLOYMENT CONTRACT – HOURLY

THIS AGREEMENT is made and entered into by and between WILLIAMSON COUNTY, TEXAS ("CLIENT"), and DURHAM, PITTARD & SPALDING, LLP, or its successors or assigns (hereinafter called "DP&S"),

I. Scope of Employment

1.1 CLIENT hereby employs DP&S to act as lead counsel on behalf of all Plaintiffs in any appeal from a Final Judgment in the following case:

> Cause No. 25-0488-C425; *Williamson County, Siena Municipal Utility District No. 1, and Siena Municipal Utility District No. 2, v. The Cameron County Housing Finance Corporation;* In the 425th Judicial District Court of Williamson County, Texas.

David King and Jeffrey Hobbs of Armbrust & Brown, PLLC will act as co-counsel on any appeal for Plaintiff Williamson County and will remain Williamson County's lead counsel in the trial court. Mark Dietz and Doug Cornwell of Dietz & Jarrard, P.C. will act as co-counsel on any appeal on behalf of Plaintiffs Siena Municipal Utility District No. 1 and Siena Municipal Utility District No. 2 and will remain their lead counsel in the trial court.

II. Attorney's Fee

2.1 **Attorney's Fee.** For and in consideration of DP&S's professional services to CLIENT, CLIENT hereby agrees to compensate DP&S for services rendered at the rate of:

Rate	Attorneys
$500.00/hour	Rick Thompson, Kirk L. Pittard, F. Leighton Durham, Thad D. Spalding, Justin R. Kaufman, Lara Hollingsworth, Dana Levy, Tammy Holt, Caren I. Friedman, Rosalind B. Bienvenu, Shannon Hays
$475.00/hour	Lauren Harbour, Shelby White, Philip Kovnat
$450.00/hour	Aditi Deal, Molly Samsell

CLIENT understands and agrees that, to the extent Attorneys associate contract attorneys to assist in this matter, CLIENT will be billed for the contract attorney's time at the rates noted above, but that Attorneys may compensate the contract counsel at a lower rate than billed to CLIENT.

Also, to the extent necessary, the firm's paralegals and legal assistants will be billed as follows:

Rate	Paralegal/Legal Assistants
$200.00/hour	All Paralegals and Legal Assistants

2.2 **Expenses & Court Costs**. In addition to fees for professional services, CLIENT agrees to pay for any expenses associated with our legal work on this matter, including but not limited to the following: filing fees; citation fees; record (clerk and reporter) preparation and copying fees; photocopying charges and charges associated with the binding and filing of any appellate briefs; as well as reasonable travel expenses of DP&S in representation of CLIENT, (which may include commercial, charter and DP&S's privately rented, leased or owned aircraft, which will be calculated with the estimated cost of operations and maintenance on a per hour basis); and all other reasonable fees and expenses which, in the sole judgment of DP&S, are necessary in the representation of CLIENT, who does hereby specifically authorize and empower DP&S to incur such expenses in their representation of CLIENT. CLIENT will be billed for any expenses on a monthly basis.

2.3 **Billing and Interest to accrue on any outstanding balance.** CLIENT will be billed monthly, with payment due upon receipt, but no later than thirty (30) days from the date of invoice. In the event payment of all or part of DP&S's invoice is not received within thirty (30) days, CLIENT agrees to pay DP&S interest in compliance with the Texas Prompt Payment Act (Texas Government Code Chapter 2251) on all past due amounts. Upon the accrual of interest on any outstanding balance, any further payments received by DP&S will be applied first, to any accrued interest on the outstanding balance, as of the date of payment, and second, to the outstanding balance. CLIENT agrees that this paragraph and the obligation to pay any outstanding balance owed to DP&S, plus interest on any outstanding balance, survives termination of this Contract and that a charge for or collection of such interest by DP&S does not impact DP&S's right to terminate this Contract and withdraw from representation of the Client, as provided in section III, below.

III. Termination of this Contract

3.1 **Unpaid Fees and Expenses.** CLIENT understands and agrees that all fees are due and payable pursuant to the schedule set out above. CLIENT will be billed monthly for all fees and expenses incurred in DP&S's representation of Client. Upon the failure of CLIENT to pay the attorney's fees as agreed upon, upon the CLIENT' failure to pay any expenses billed to it, at the election of DP&S and in its sole discretion, DP&S may terminate this Contract.

3.2 **Failure to Cooperate.** CLIENT agrees to cooperate with DP&S at all times. CLIENT further agrees to keep DP&S advised of CLIENT's whereabouts (and provide

changes of address and telephone numbers), and shall comply with all reasonable requests of DP&S in connection with the preparation and presentation of the aforesaid matter on behalf of the CLIENT. If CLIENT fails to cooperate with DP&S, as agreed to herein, said failure will also constitute a default and allow DP&S to terminate this Contract.

3.3. **Termination and Withdrawal by DP&S**. In the event of unpaid fees and expenses or a failure of CLIENT to cooperate, CLIENT expressly agrees that DP&S is authorized to terminate this Contract and any representation of CLIENT and further, CLIENT hereby gives consent to DP&S to withdraw from any formal representation upon proper motion and do hereby agree to execute any and all pleadings, motions or other documents necessary to allow DP&S to withdraw from representation.

3.4 **Termination by Client.** CLIENT understands CLIENT can terminate KDP's representation at any time by providing written notice to DP&S at the address of their principal office. Should CLIENT elect to terminate DP&S's representation prior to the full conclusion of DP&S's services under this contract, CLIENT understands and agrees that DP&S remains entitled to recovery, and CLIENT remains obligated to pay all expenses of litigation and attorneys' fees which have been incurred by DP&S up to and including the date written notice is delivered to DP&S, pursuant to this paragraph.

IV. Client Documents

4.1 DP&S will maintain all CLIENT documents furnished to DP&S in DP&S's CLIENT files for this Matter. At the conclusion of this matter (or earlier if appropriate), it is CLIENT's obligation to advise DP&S as to which, if any, of the documents in DP&S's file CLIENT's wish to have returned. DP&S may keep copies thereof to the extent DP&S believes advisable for DP&S's records. DP&S will retain any remaining documents in DP&S's files and ultimately may destroy them.

V. Use of Artificial Intelligence

5.1 DP&S will maintain all Client documents Client warrants that no work product has been generated by the use of Artificial Intelligence ("AI") or, if AI has been used, Client has (a) protected the confidentiality of information in accordance with state bar ethical rules, and (b) has independently verified the accuracy of any legal authorities and propositions of law contained within such work product.

VI. Texas Law to Apply

6.1 This Agreement shall be construed under and in accordance with the laws of the State of Texas. The exclusive venue and jurisdiction of any and all suits from any and every breach of this Agreement shall be in any Court of competent jurisdiction in Dallas County, Texas.

VII. Parties Bound

7.1 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.

VIII. No Guarantees by Attorneys

8.1 TRIAL ATTORNEY and client acknowledge that DP&S has not made any guarantee or representations as to the outcome of the case and TRIAL ATTORNEY and client acknowledge that they have been informed that DP&S can make no guarantees of a successful or satisfactory outcome of the dispute.

8.2 Either at the beginning or during the course of the representation, DP&S may express their opinions or beliefs concerning the matter or various courses of action and the results that might be anticipated. Any such statement made by DP&S is intended to be an expression of opinion only, based on information available at the time, and must not be construed by you as a promise or guarantee of any particular result. No guarantees are possible in matters such as this one.

IX. Sole Agreement

9.1 This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings, whether oral or written, between the parties respecting the subject matter herein. The terms of this Agreement cannot be modified or changed without the written consent of TRIAL ATTORNEY, Client, and DP&S.

X. Notices to Client

10.1 The State Bar of Texas investigates and prosecutes professional misconduct committed by Texas attorneys. Although not every complaint against or dispute with a lawyer involves professional misconduct, the State Bar Office of General Counsel will provide you with information about how to file a complaint. Please call 1-800-932-1900 toll-free for more information.

10.2 **Texas Lawyer's Creed.** The Supreme Court of Texas has adopted and promulgated the Texas Lawyer's Creed. Although compliance with the Lawyer's Creed

is voluntary, DP&S adheres to its provisions. Please review the Texas Lawyer's Creed, a copy of which can be found at www.legalethicstexas.com/Downloads/Texas-Lawyers-Creed/Texas_Lawyers_Creed.aspx. If you have questions, we will be happy to discuss them with you.

10.3 **Standards of Appellate Conduct.** The Supreme Court of Texas has also adopted and promulgated Standards of Appellate Conduct. Like the Texas Lawyer's Creed, compliance with these standards is voluntary, but DP&S adheres to them. Please review these standards, a copy of which can be found at http://www.txcourts.gov/media/1437423/standards-for-appellate-conduct.pdf. If you have questions, we will be happy to discuss these with you as well.

EXECUTED this ____ day of _____, 2025.

CLIENT:

By: _____

As Presiding Officer of the Williamson County Commissioners Court, On Behalf of
Williamson County, Texas
710 Main Street, Suite 101
Georgetown, Texas 78626

BILLING CONTACT Hal C. Hawes
POSITION General Counsel
TELEPHONE (512) 943-3862
EMAIL hal.hawes@wilcotx.gov

DP&S:

By: Thad D. Spalding Digitally signed by Thad D. Spalding Date: 2025.09.26 14:01:15 -05'00'

Thad Spalding
DURHAM, PITTARD & SPALDING, LLP
P.O. Box 224626
Dallas, Texas 75222
(214) 946-8000 - Office
tspalding@dpslawgroup.com

Commissioners Court - Regular Session **33.**

Meeting Date: 10/07/2025

Schindler Elevator Corp. 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 Preventative Maintenance Agreement with Schindler Elevator Corporation, to be effective on January 7, 2026, and that appropriate officials take necessary actions to provide notice of such termination of the agreement.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Contract

Termination Letter

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	09/26/2025 04:48 PM
Form Started By: Jacqueline Lentz		Started On: 09/26/2025 04:08 PM
Final Approval Date: 09/26/2025		

Schindler Plus

SCHINDLER ELEVATOR CORPORATION
1530 Timberwolf Drive
Holland, OH 43528-9161
Phone: 419-491-7638
Fax: 419-867-5381

Date: October 22, 2019

Estimate Number: KBLM-BC8J9U (2019.5.1)

To:
Williamson County Regional Animal Shelter
1855 Se Inner Loop
Georgetown, TX 78626

Building Name:
Williamson County Regional Ani

Attn: Christi Stromberg

EQUIPMENT DESCRIPTION

Qty	Manufacturer	Equipment Application Description	Rise/Length Openings	Capacity	Speed	Install#
		Williamson County Regional Ani 1855 Se Inner Loop Georgetown, TX 78626				
1	Schindler	Gearless Passenger ELEV 01	2F/1R	2100	100	L7778

SCHINDLER ELEVATOR CORPORATION ("Schindler", "we", "us") 1530 Timberwolf Drive, Holland, OH 43528-9161, and **WILLIAMSON COUNTY REGIONAL ANIMAL SHELTER** , 1855 Se Inner Loop, Georgetown, TX 78626 ("you") agree as follows:

PREVENTIVE MAINTENANCE SERVICE

- Our preventive maintenance program performed in accordance with a maintenance schedule specific to your equipment and its usage
- Examine, lubricate, adjust, and repair/replace covered components
- Criteria for replacement of all wire ropes will be the appropriate factor of safety
- Prompt callback coverage
- Safety testing
- Customer friendly and responsive communications

PREVENTIVE MAINTENANCE PROGRAM

Our Preventive Maintenance Program, as described in this agreement will be performed in accordance with a maintenance schedule specific to your equipment. A Schindler technician will be assigned to you, and back up technicians are available as required to give you prompt service as required at all times. A Schindler account representative will be assigned to you, and will be your primary contact for communications regarding your agreement. Also available to you is our extensive technical support and parts inventory, at the site as needed, and local warehouses and our national Service Distribution Center available for express delivery in emergencies.

EXAMINE, LUBRICATE, ADJUST, AND REPAIR/REPLACE COVERED COMPONENTS

We will periodically examine, lubricate, adjust, and as needed or if usage mandates, repair, or replace the Covered Components listed below.

TRACTION ELEVATORS

Basic components: Selector motors; brake: pads, lining, disks or shoes, magnet coils, brushes & commutators; controller components: resistors, timers, fuses, overloads, minor contacts, wiring, coils; functional components of car and corridor operating stations; hangers and tracks, door operating devices, door gibs, guide shoes, rollers, traveling cables, signal lamps (replacement during regular visits only), interlocks, door closers, buffers, overspeed governors, car and counterweight safeties, alarm bells, switches, and door protection devices.

We assume no responsibility for the following major components:

TRACTION ELEVATORS

Major components: Hoist motors, hoist ropes, suspension traction media, bearings for machine and sheaves, machine brake, motor generators, PC boards, sheave & sheave assemblies, solid state devices, compensation ropes and chains, and contactors.

We assume no responsibility for the following items: hoistway door hinges, panels, frames, gates and sills; cabs and cab flooring; freight elevator door straps, cab doors, gates and removable cab panels; cab mirrors and handrails; power switches, fuses and feeders to controllers; emergency cab lighting; light fixtures and lamps; cover plates for signal fixtures and operating stations; card readers or other access control devices; smoke/fire alarms and detectors; pit pumps and alarms; cleaning of cab interiors and exposed sills; plungers, pistons, casings and cylinders; automatic ejection systems; all piping and connections except that portion which is exposed in the machine room and hoistway; guide rails; tank; emergency power generators; telephone service, communication devices; disposal of used oil; intercom or music systems; ventilators, air conditioners or heaters; adverse elevator operation as a result of machine room temperatures (including temperature variations below 60 degrees Fahrenheit and above 90 degrees Fahrenheit); media displays; computer consoles or keyboards; fireman's phones; exterior panels, skirt and deck panels, balustrades, relamping of illuminated balustrades; attachments to skirts, decking or balustrades; moving walk belts; pallets; steps; skirt brushes; sideplate devices; any batteries associated with the equipment; obsolete items, (defined as parts, components or equipment either 20 or more years from original installation, or no longer available from the original equipment manufacturer or an industry parts supplier, replaceable only by refabrication.) In the event that safety testing is performed by us at the start of the Agreement, and we find that critical safety components, such as the governor and/or safeties for traction equipment, and/or valves on hydraulic equipment, are not operating correctly, therefore resulting in unsafe conditions, you will be responsible to authorize the necessary repairs/replacements of this equipment, at your expense.

CLEANING

We will periodically clean the machine room, car top, and pit of debris related to our work in these areas.

TESTING OF SAFETY DEVICES

Equipment	Test	Frequency
Gearless	No Load	Annually
Gearless	Full Load	Every 5 years

Our testing responsibilities do not include fees or changes imposed by local authorities in conjunction with witnessing, witnessing costs, inspecting, assisting inspection authorities, licensing or testing the Equipment including observation of testing by 3rd parties; changes in the testing requirements after the initial start date of this Agreement, or any other testing obligations other than as specifically set forth above, including, but not limited to seismic tests. Since these tests may expose the equipment to strains well in excess of those experienced during normal operation, Schindler will not be responsible for any damage to the equipment or property, or injury to or death of any persons, resulting from or arising out of the performance of these tests. Further, our testing responsibilities do not include performance, or the keeping of records related to, monthly firefighters service.

CUSTOMER FRIENDLY AND RESPONSIVE COMMUNICATIONS

Service dispatching will take place through our Schindler Customer Service Network (SCSN), which is staffed by qualified Schindler personnel, 24 /7. You will be provided with a customer identification number, which must be referenced when a call is placed for your facility. Our dispatchers will have access to your building's service call records, and will promptly relay the details of your call to the assigned technician. Your cab telephone will be directly programmed to dial SCSN.

SCHINDLER AHEAD

You will be provided access to the Schindler Ahead tools, which include the Schindler Cube or Schindler Remote Monitoring, Schindler ActionBoard/Dashboard, and Schindler ActionBoard Mobile/Dashboard Mobile. These digital tools and their three subscription tiers are described below.

Schindler Ahead provides remote connectivity to your Equipment. Schindler Ahead will automatically notify us if any connected component or function is operating outside established parameters. When appropriate, we will communicate with you to schedule appropriate service calls. Monitoring will be performed 24/7 and will automatically communicate with our Customer Service Network using dedicated wireless cellular technology. Schindler will make every reasonable effort to maintain wireless connectivity. If requested, you will provide the proper wiring diagrams for the equipment covered. These diagrams will remain your property, and will be maintained by Schindler for use in troubleshooting and servicing the equipment.

Schindler ActionBoard/Dashboard and ActionBoard Mobile/Dashboard Mobile are communication technologies that provide access to real-time information about your equipment including: performance history, reports, push notifications, service call records, unit profiles and more.

The three subscription tiers for Schindler Ahead are:

Connect – Schindler's Connect package provides wireless cellular communication from your equipment's controller to Schindler's data network. This allows the Schindler Cube or Schindler SRM to be connected to your equipment 24/7. The Connect package also provides access to the basic features of ActionBoard/Dashboard and ActionBoard Mobile/Dashboard Mobile, giving you real time information on your equipment.

Enhanced – The Enhanced Package includes Connect, plus access to Schindler's Elevated Support Professional Team. This team analyzes information gathered by Schindler Ahead, which improves the reliability of your equipment and improves the response time. The Elevated Support Professional Team can alert you when a shutdown is detected, helps confirm issues remotely, and provides real-time ETAs for technicians en route. With these enhanced diagnostics, we can guarantee that you will not be charged for Running on Arrival calls. Under the "No Running on Arrival Guarantee," Schindler will fully cover the cost of any callback during regular hours related to the following situations: Elevator or Escalator Running in normal operation, or running under any of the following special services modes: Independent service, Fireman's service (Phase I or Phase II), or Inspection operation. All other callbacks will be billed as outlined in the service agreement.

Premium – The premium package is our top tier, and was created for customers requiring the most comprehensive level of service. Our premium package offers the highest level of functionality and support. The Premium tier also includes concierge level assistance for all of your service needs.

During the term of this agreement, you have the ability to adjust the tier you have selected at your convenience.

The Schindler Ahead Package described in this agreement requires activation of Schindler Ahead hardware. Schindler will provide a separate invoice for this cost. By signing this agreement, you agree to pay the costs associated with this activation. Work shall be performed during our regular working hours of our regular working days. Title to Hardware remains with Schindler. Schindler may replace or modify Hardware at any time. Customer shall promptly provide Schindler access to Hardware and prevent unauthorized access thereto.

CALLBACK RESPONSE TIME

We will respond to callbacks during regular working hours within an average of 4 hours of notification, and during overtime hours within an average of 12 hours of notification, unless we are prevented from doing so by causes beyond our control.

HOURS OF SERVICE

We will perform the services during our regular working hours of regular working days, excluding elevator trade holidays. The services include callbacks for emergency minor adjustment callbacks during regular working hours. If you authorize callbacks outside regular working hours, you will pay us at our standard billing rates, plus materials not covered by contract, expenses and travel. All other work outside the services will be billed at our standard billing rates. A request for service will be considered an "emergency minor adjustment callback" if it is to correct a malfunction or adjust the equipment and requires immediate attention and is not caused by misuse, abuse or other factors beyond our control. The term does not include any correction or adjustment that requires more than one technician or more than two hours to complete.

TERM

This Agreement commences on February 06, 2020, and continues until February 05, 2030, and shall renew (where permitted by applicable local law) for subsequent similar periods, unless terminated by either party upon written notice received by the other party at least 90 days prior to the above termination date or any renewal termination date, and not more than 120 days before the termination date.

PRICE

In consideration of the services provided hereunder, you agree to pay us the sum of $255.00 per month, payable in annual installments of $3,060.00, exclusive of applicable taxes, unless another payment frequency option is selected below.

The pricing above includes a subscription price of $10 per month for Schindler Ahead Connect on 1 unit, totaling $10.00 per month. This will be payable in annual installments of $120.00, exclusive of applicable taxes, unless another payment frequency is selected below.

If you would like to choose a different Schindler Ahead tier, please indicate by checking below.

[ ] Upgrade to the Enhanced Package - $10 per unit, per month addition.

PRICE ADJUSTMENT

The contract Price and labor rates for extra work will be adjusted annually in January. This adjustment will be based upon the local labor rate adjustment for the year in which it is adjusted, and will be increased or decreased on the basis of changes to the local straight time hourly rate for mechanics. If there is a delay in determining a new labor rate, or an interim determination of a new labor rate, we will notify you and adjust the price at the time of such determination, and we will retroactively bill or issue credit, as appropriate, for the period of such delay. We also reserve the right to adjust the contract price [redacted] annually on the basis of changes in other expenses such as fuel, waste disposal, government regulations or administrative costs. Should you elect to take the annual pre-payment option, the price adjustment date will default to coincide with the invoice date.

The annual contract price adjustment will not apply to Schindler Ahead. Schindler reserves the right to make adjustments to the monthly fee for the Schindler Ahead tiers as additional value added features and functionality are added to the selected offering.

PAYMENT OPTIONS

(1) Please select a Method of Payment:

- ☐ Direct Debit — 1% Discount (Attach Copy of voided check)
- ☐ Credit Card — 3% Addition
  - ☐ Visa ☐ MC ☐ AMEX
  - Number: _____
  - Expiration Date: _____
  - Signature: _____
- ☐ Check
- ☐ Other: _____

(2) Please select a Payment Frequency (Other than Annual):

- ☐ Semi-Annual — 1% Addition
- ☐ Quarterly — 3% Addition
- ☐ Monthly — 5% Addition

SPECIAL TERMS AND PRICING

This pricing is valid through December 31st, 2019 Pricing is subject to change after that date.

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

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

Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Contract.

Venue and Governing Law: Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.

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

The attached terms and conditions are incorporated herein by reference.

Acceptance by you as owner's agent or authorized representative and subsequent approval by our authorized representative will be required to validate this agreement.

Proposed:

By: ~~Kyle Bloom~~ Andrew Ludwig

For: Schindler Elevator Corporation

Title: Sales Representative

Date: October 22, 2019

Accepted:

Bill Gravell Jr.

By: Bill Gravell Jr.

For: Williamson County Regional Animal Shelter

Title: Williamson County Judge

Date: December 10, 2019

Approved:

Kevin Kisamore

Digitally signed by Kevin Kisamore
Date: 2019.11.20 07:03:57 -06'00'

By: Kevin Kisamore

Title: District Manager

Date:

TERMS AND CONDITIONS

1. This is the entire Agreement between us, and no other terms or conditions shall apply. This service proposal does not void or negate the terms and conditions of any existing service agreement unless fully executed by both parties. No services or work other than specifically set forth herein are included or intended by this Agreement.

2. You retain your responsibilities as Owner and/or Manager of the premises and of the Equipment. You will provide us with clear and safe access to the Equipment and a safe workplace for our employees as well as a safe storage location for parts and other materials to be stored on site which remain our property, in compliance with all applicable regulations related thereto, you will inspect and observe the condition of the Equipment and workplace and you will promptly report potentially hazardous conditions and malfunctions, and you will call for service as required; you will promptly authorize needed repairs or replacements outside the scope of this Agreement, and observe all testing and reporting responsibilities based upon local codes. You will not permit others to work on the Equipment during the term of this Agreement. You agree that you will authorize and pay for any proposed premaintenance repairs or upgrades (including any such repairs or upgrades proposed during the first 30 days of this agreement), or we will have the option to terminate this Agreement immediately, without penalty to us. You agreed to post and maintain necessary instructions and / or warnings relating to the equipment.

3. We will not be liable for damages of any kind, whether in contract or in tort, or otherwise, in excess of the annual price of this Agreement. We will not be liable in any event for special, indirect or consequential damages, which include but are not limited to loss of rents, revenues, profit, good will, or use of Equipment or property, or business interruption.

4. Neither party shall be responsible for any loss, damage, detention or delay caused by labor trouble or disputes, strikes, lockouts, fire, explosion, theft, lightning, wind storm, earthquake, floods, storms, riot, civil commotion, malicious mischief, embargoes, shortages of materials or workmen, unavailability of material from usual sources, government priorities or requests or demands of the National Defense Program, civil or military authority, war, insurrection, failure to act on the part of either party's suppliers or subcontractors, orders or instructions of any federal, state, or municipal government or any department or agency thereof, acts of God, or by any other cause beyond the reasonable control of either party. Dates for the performance or completion of the work shall be extended by such delay of time as may be reasonably necessary to compensate for the delay.

5. You will assign this Agreement to your successor in interest, should your interest in the premises cease prior to the initial or any renewal termination date. If this Agreement is terminated prematurely for any reason, other than our default, including failure to assign to a successor in interest as required above, you will pay as liquidated damages (but not penalty) one/half of the remaining amount due under this Agreement.

6. The Equipment consists of mechanical and electrical devices subject to wear and tear, deterioration, obsolescence and possible malfunction as a result of causes beyond our control. The services do not guarantee against failure or malfunction, but are intended to reduce wear and prolong useful life of the Equipment. We are not required to perform tests other than those specified previously, to install new devices on the equipment which may be recommended or directed by insurance companies, federal, state, municipal or other authorities, to make changes or modifications in design, or to make any replacements with parts of a different design. We are responsible to perform such work as is required due to ordinary wear and tear. We are not responsible for any work required, or any claims, liabilities or damages, due to: obsolescence; accident; abuse; misuse; vandalism; adverse machine room conditions (including temperature variations below 60 degrees and above 90 degrees Fahrenheit) or excessive humidity; overloading or overcrowding of the Equipment beyond the limits of the applicable codes; use of a stopped escalator as a stair; adverse environmental or premises conditions, including but not limited to water damage, power fluctuations, rust, or any other cause beyond our control. We will not be responsible for correction of outstanding violations or test requirements cited by appropriate authorities prior to the effective date of this agreement.

7. Invoices (including invoices for extra work outside the fixed price) will be paid upon presentation, on or before the last day of the month prior to the billing period. Late or non-payments will result in:

(a) Interest on past due amounts at 1½% per month or the highest legal rate available;
(b) Termination of the Agreement on ten (10) days prior written notice; and
(c) Attorneys' fees, cost of collection and all other appropriate remedies for breach of contract.

8. If either party to this Agreement claims default by the other, written notice of at least 30 days shall be provided, specifically describing the default. If cure of the default is not commenced within the thirty-day notification period, this Agreement may be terminated. In the event of litigation, the prevailing party will be entitled to its reasonable attorneys' fees and costs. If you elect to modernize any or all of the Equipment during the term of this agreement, you will give us the option, within a reasonable time, to prepare an offer for the work and/or evaluate competitor proposals and compare scope of work and price. If we are unable to match price and scope of work, or present an alternative proposal, this Agreement may be canceled with ninety (90) days written notice.

9. Any proprietary material, information, data or devices contained in the equipment or work provided hereunder, or any component or feature thereof, remains our property. This includes, but is not limited to, any tools, devices, manuals, software, modems, source/ access/ object codes, passwords. In the event Schindler's maintenance obligation is terminated, the Schindler Ahead features ("SA") (if applicable) will be deactivated and Schindler reserves the right to remove the Schindler Ahead hardware. If Schindler is no longer the maintenance provider, Customer is responsible for obtaining alternative telephone service for the elevator phones.

10. You will prevent access to the Equipment, including the SA feature and/or dedicated telephone line if applicable, by anyone other than us. We will not be responsible for any claims, losses, demands, lawsuits, judgment, verdicts, awards or settlements ("claims") arising from the use or misuse of SA, if it or any portion of it has been modified, tampered with, misused or abused. We will not be responsible for use, misuse, or misinterpretation of the reports, calls, signals, alarms or other such SA output, nor for claims arising from acts or omissions of others in connection with SA or from interruptions of telephone service to SA regardless of cause. You agree, which obligation shall survive this Agreement, that you will defend, indemnify and hold us harmless from and against any such claims, and from any and all claims arising out of or in connection with this Agreement, and/or the Equipment, unless caused directly and solely by our established fault.

11. Should this Agreement be accepted by you in the form of a purchase order, the terms and conditions of this Agreement will take precedence over those of the purchase order.

12. Schindler Elevator Corporation is insured at all locations where it undertakes business for the type of insurance. You agree to accept, named as certificate holder, in full satisfaction of the insurance requirements for this Agreement, our standard Certificate of Insurance. Limits of liability as follows:

(a) Workers' Compensation - Equal to or in excess of limits of Workers' Compensation laws in all states and the District of Columbia.
(b) Comprehensive Liability - Up to Two Million Dollars ($2,000,000.00) single limit per occurrence, Products/Completed Ops Aggregate $5,000,000.
(c) Auto Liability - $5,000,000 CSL.
(d) Employer's Liability - $5,000,000 Each Accident/Employee/Policy Limit.

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

October 7, 2025

Via First Class U.S. Certified Mail
Schindler Elevator Corporation
Attn: Matthew Schultz
153 Timberwolf Drive
Holland, OH 43528-9161

RE: NOTICE OF TERMINATION

Dear Mr. Schultz,

The TERM section of the Preventative Maintenance Agreement ("Agreement"), effective on February 06, 2020, states that either party may terminate the Agreement upon written notice by the other party at least 90 days prior to the termination date or any renewal termination date.

Therefore, the purpose of this letter is to give official notice that the Willaimson 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 Wednesday, January 7, 2026.

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: Jaqueline.lentz@wilcotx.gov

cc: Schindler Elevator Corporation, Attn: Matthew Schultz, 20 Whippany Road, Morristown, NJ 07960

Commissioners Court - Regular Session **34.**

Meeting Date: 10/07/2025

Line Item Transfer

Submitted By: Ashlie Holladay, Budget Office

Department: Budget Office

Agenda Category: Regular Agenda Items

Information

Agenda Item

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

Background

Funds were placed in the Sheriff's Office FY26 departmental budget for several vehicles that were ordered in FY25 but not expected to be received until FY26. Six of these vehicles arrived early (week ending 9/26/25), and funds are no longer needed in next year's budget. The total for these six vehicles is $531,429.54. We are proposing these funds be removed from the Sheriff's Office budget, except for $89,971.25, and be placed in/added to line 0100-0409-000777 (Non-Departmental/Transfer to Capital Projects) to be used for additional CIP dollars in FY26. With respect to the $89,971.25, the Sheriff's Office placed an order to Dana Safety for heavy-duty body armor (plates) that were not received by 9/30/25 and will now be received in FY26. Leaving this money behind will facilitate payment for these items since funding needs were not known at the time. This would leave a transfer to the CIP line in the amount of $441,458.29.

1GNS6UED0SR267624	SB2583	9.26.2025
1GNS6UED8SR266835	SB2514	9.26.2025
1GNS6UED9SR266908	SB2515	9.26.2025
1GNS6UEDXSR266853	SB2516	9.26.2025
1GNS6UED4SR266928	SB2517	9.26.2025
1GNS6UED0SR266893	SB2520	9.26.2025

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM	0100-0560-005700	Sheriff's Office/Vehicles	$531,429.54
TO	0100-0560-003008	Sheriff's Office/LE Equipment	$89,971.25
TO	0100-0409-000777	Non-Dept./Tsfr to Capital Proj	$441,458.29

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	09/29/2025 04:46 PM
Form Started By: Ashlie Holladay		Started On: 09/29/2025 09:38 AM
Final Approval Date: 09/29/2025		

Commissioners Court - Regular Session **35.**

Meeting Date: 10/07/2025

2013 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 2013 Road Bond Transfer to move the remaining amount of approximately $567,805.81 from P294 (Chandler Road Extension) to P596 (2013 ROW).

Background

This transfer is necessary to close P294 (Chandler Road Extension) in 2013 Road Bonds. P294 is now being funded by LTP. HNTB's budget adjustment memo is attached.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

2013 Road Bond Budget Adjustment Memo

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	10/01/2025 09:49 AM
Form Started By: Karen Knightstep		Started On: 09/30/2025 08:23 PM
Final Approval Date: 10/01/2025		

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

September 30, 2025

Re: 2013 Road Bond Budget Adjustment

Dear Ms. Knightstep,

Please make the following budget adjustments for the 2013 Road Bond Program projects:

- Move all remaining 2013 Road bond funds (approximately $567,805.81) from P294 Chandler Road Extension to P596 2013 ROW

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
Tomika Lynce, HNTB

Commissioners Court - Regular Session **36.**

Meeting Date: 10/07/2025

FY26 Corridor Budget

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 the allocation of $17,000,000 ($7,000,000 from the General Fund budget and $10,000,000 from the Road & Bridge Budget) for the Transportation Corridor Program as shown in the attached memo.

Background

The purpose of this item is the allocation of FY26 funds to the identified corridors and the ROW preservation program.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

FY26 LTP Budget Memo

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	10/01/2025 09:49 AM
Form Started By: Karen Knightstep		Started On: 09/30/2025 08:40 PM
Final Approval Date: 10/01/2025		

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

September 30, 2025

Re: FY 2026 Transportation Corridor Budget Allocation

Dear Ms. Knightstep,

Based on Commissioners Court action to fund a total of $17M for the Transportation Corridor Program ($7M from the General Fund budget and $10M from the Road & Bridge budget), please find summarized below the FY26 allocation to identified corridors and the ROW preservation program:

Commissioners Court General Fund:

- P294 Chandler Extension $560,000
- P629 Corridor K $650,000
- P630 Corridor A3 $1,120,000
- P631 RM 1431 $460,000
- P457 ROW $4,210,000

Subtotal $7,000,000

Road & Bridge

- P723 SH 95, Segment 1 from Travis County Limits to FM 1660 $1,000,000
- P729 SH 95, Segment 2 from FM 1660 to Samsung Hwy $1,000,000
- P730 SH 95, Segment 3 from CR 413 (future Chandler Rd) to FM 1331 $1,000,000
- P731 SH 95, Segment 4 from FM 1331 to CR 124 (Proposed SH 29) $1,000,000
- P457 ROW $6,000,000

Subtotal $10,000,000

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
Tomika Lynce, HNTB

Commissioners Court - Regular Session **37.**

Meeting Date: 10/07/2025

Approval of Service Agreement #2025363 with Election Systems and Software, LLC for Elections Department

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 a Hardware Maintenance and Software License, Maintenance and Support Services Agreement #2025363 between Williamson County and Election Systems and Software, LLC (ESS) for the period of August 1, 2025, through July 31, 2026, for the new Warranty, License Fees and Firmware License in the amount of $155,772.74 and exempting the purchase from competitive requirements per Texas Local Government Code §262.024(a)(7)(D)[captive replacement parts or components for equipment].

Background

Approval of this Agreement with Election Systems & Software, LLC for the new Warranty, License Fees and Firmware License due to having to replace existing Ballot Marking Device voting equipment with Ballot on Demand equipment. The recent Executive Order stated that ballots could not be marked with barcodes. The funding source is 01.0100.0492.004506 for FY26. Origination #3562. A 1295 form is not required as ES&S is a publicly traded company. Point of contact is Bridgette Escobedo.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement Redacted

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	09/29/2025 08:42 PM
Form Started By: Barbi Hageman		Started On: 09/26/2025 01:53 PM
Final Approval Date: 09/29/2025		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

COUNTY ADDENDUM No. 1
WITH
ELECTION SYSTEMS & SOFTWARE, LLC
REGARDING
HARDWARE MAINTENANCE AND SOFTWARE LICENSE, MAINTENANCE AND SUPPORT SERVICES AGREEMENT
(Invoice No. [redacted]

The underlying Hardware Maintenance and Software License, Maintenance and Support Services Agreement and any Amendments (Collectively the "Agreement"), between Election Systems & Software LLC ("ES&S") and Williamson County, Texas ("Customer") is amended as specifically set forth herein to incorporate the terms and conditions of this Addendum No. 1. As amended, the Agreement shall remain in full force and effect according to its terms and conditions. All terms used in this Addendum No. 1 shall have the meanings attributed to them in the Agreement. This Addendum No. 1 supersedes any and all prior understandings and agreements, oral or written, relating to the subject matter. In the event there is a conflict between the terms and conditions of the Agreement and the terms and conditions of this Addendum No. 1, the following terms and conditions of this Addendum No. 1 shall control:

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

2. **Software Indemnification.** If ES&S will provide any software under the Contract, ES&S warrants that it has the full right to grant this entire license to Customer. At ES&S's expense, ES&S shall hold harmless, indemnify, and defend Customer against any claim that any software or product provided to Customer by ES&S infringes a patent, copyright, trade secret or other proprietary right of a third party in the United States and shall pay all costs, damages, and attorney's fees that a court awards as a result of such claim or that are paid in settlement of such claim. To qualify for such defense and payment, Customer will: (i) give ES&S prompt written notice of such claim; and (ii) will fully cooperate with ES&S in the defense against such claim and all related negotiations. In the event such claims are raised against both Customer and ES&S, Customer may, at its option and expense, retain its own counsel to act as co-counsel in such defense and related negotiations. If the operation of any software or product

provided by ES&S becomes or, in ES&S' reasonable opinion is likely to become, the subject of such claim, Customer shall permit ES&S, at ES&S' option and expense, to either procure the right for Customer to continue to use the software or replace or modify the software so that it becomes non-infringing and such replacement software or modifications meet or exceed the functionality of the original software. In the event ES&S is unwilling or unable to procure the right to use the software or replace or modify it as described above, ES&S shall refund to Customer any license fees and, if applicable, professional services or installation fees paid to ES&S by Customer relating to such software or product.

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

4. **No Waiver of Immunities.** Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to Customer, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Customer does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

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

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

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

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

8. **General Insurance Requirements.** This provision shall apply in the event insurance is required under the Agreement. **"Williamson County, Texas" and its directors, officers and employees shall be added as additional insureds** under the general liability and auto liability coverages of required policies, and on those policies where Customer, its directors, officers and employees are additional insureds, such insurance shall be primary, and any insurance maintained by Customer shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of Customer. 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. ES&S shall furnish Customer with a certification of coverage issued by the insurer. ES&S shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requirements set forth hereunder, ES&S shall also notify Customer, within twenty-four (24) hours of receipt of any notices of expiration, cancellation, non- renewal, or material change in coverage it receives from its insurer.**

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

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

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

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

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

Election Systems & Software, LLC

By: _____

Printed Name: Jared Plath

Title: VP of Finance

Date: September 16, 2025

Williamson County, Texas

By: _____

Printed Name: Hon. Steven Snell

Title: As Presiding Officer, Williamson Commissioners Court

Date: _____, 20___

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Sep 23 2025 Time: 4:38 pm

Reviewed by Contract Audit
Joel Brophy
Internal Audit Director
Williamson County Auditor's Office
Date: Sep 23 2025 Time: 1:18 pm

Election Systems & Software, LLC
6055 Paysphere Circle
Chicago, IL 60674
(877) 377-8683

Invoice

Invoice Date
9/4/25
Due Date
10/4/25
Customer Number
[redacted]
Customer's PO No

ORIGINAL

Invoice Number
[redacted]
Order Number
[redacted]
Election Date

Page
1 (2)

Invoice Address
Williamson County, Texas
301 SE Inner Loop St 104
Georgetown, TX 78626-8207
US - UNITED STATES OF AMERICA (THE)

Delivery Address
Williamson County, Texas
301 SE Inner Loop St 104
Georgetown, TX 78626-8207
US - UNITED STATES OF AMERICA (THE)

Invoice for Service Contract [redacted]

Sales

Pos	Description	Sales Qty	Unit	Price	Disc %	Tax %	Net Amount USD
1	**HMA - DS200 Extended Warranty with Annual Maintenance** 01-AUG-25 to 31-JUL-26	115.00	EA	203.960	0.00	0.00	23,455.40
2	**HMA - DS300 Extended Warranty with Annual Maintenance** 01-AUG-25 to 31-JUL-26	30.00	EA	215.000	0.00	0.00	6,450.00
3	**HMA - DS300 Extended Warranty with Annual Maintenance** 01-NOV-25 to 31-JUL-26	5.00	EA	161.250	0.00	0.00	806.25
4	**HMA - DS850 Extended Warranty with Annual Maintenance** 01-AUG-25 to 31-JUL-26	2.00	EA	4,404.490	0.00	0.00	8,808.98
5	**HMA - ExpressVote 1/2.1 BMD Extended Warranty with Annual Maintenance** 01-AUG-25 to 31-JUL-26	200.00	EA	132.300	0.00	0.00	26,460.00
6	**Electionware PYO Standard - Renewal License Fee** 01-AUG-25 to 31-JUL-26	1.00	EA	54,573.750	0.00	0.00	54,573.75
7	**BOD Software License Renewal** 01-AUG-25 to 31-JUL-26	1.00	EA	2,679.080	0.00	0.00	2,679.08
8	**Firmware License - DS200** 01-AUG-25 to 31-JUL-26	115.00	EA	84.000	0.00	0.00	9,660.00
9	**Firmware License - DS300** 01-AUG-25 to 31-JUL-26	30.00	EA	100.000	0.00	0.00	3,000.00
10	**Firmware License - DS300** 01-NOV-25 to 31-JUL-26	5.00	EA	75.000	0.00	0.00	375.00
11	**Firmware License - DS850** 01-AUG-25 to 31-JUL-26	2.00	EA	1,653.750	0.00	0.00	3,307.50

Election Systems & Software, LLC
6055 Paysphere Circle
Chicago, IL 60674
(877) 377-8683

Invoice

Invoice Date
9/4/25
Due Date
10/4/25
Customer Number
[redacted]
Customer's PO No

ORIGINAL

Invoice Number
[redacted]
Order Number
[redacted]
Election Date

Page
2 (2)

Pos	Description	Sales Qty	Unit	Price	Disc %	Tax %	Net Amount USD
12	**Firmware License - ExpressVote 1/2.1 BMD** 01-AUG-25 to 31-JUL-26	200.00	EA	68.250	0.00	0.00	13,650.00
13	**Electionware Additional Synthesized Audio - Renewal License Fee** 01-AUG-25 to 31-JUL-26	1.00	EA	2,546.780	0.00	0.00	2,546.78

Sub Total Amount	**155,772.74**
Total Exclusive Tax	**155,772.74**
Total Tax	**0.00**
Invoice Amount	**155,772.74**

Customer Number **Invoice Number**
[redacted]

INVOICE AMOUNT
155,772.74

Election Systems & Software
[redacted]

TX: Texas
PLEASE DETACH AND RETURN THIS STUB WITH YOUR PAYMENT. THANK YOU.

ELECTION SYSTEMS & SOFTWARE, LLC
HARDWARE MAINTENANCE AND SOFTWARE LICENSE, MAINTENANCE AND SUPPORT SERVICES AGREEMENT

THIS HARDWARE MAINTENANCE AND SOFTWARE LICENSE, MAINTENANCE AND SUPPORT SERVICES AGREEMENT ("Agreement") is made effective as of the date set forth below, by and between Election Systems & Software, LLC, a Delaware Limited Liability Company ("ES&S") and **Williamson County, Texas** ("Customer").

RECITALS:

A. ES&S has sold to Customer the proprietary voter tabulation equipment ("Equipment") and licensed the software ("Software") described on Attachment 1 and Customer now desires to obtain maintenance services for such Equipment and license, maintenance, and support services for such Software.

B. ES&S has agreed to provide such services, subject to the terms and conditions of this Agreement.

C. This Agreement supersedes and replaces in their entirely any and all prior agreements between ES&S and Customer respecting maintenance services for such Equipment and license, maintenance and support services for such Software.

NOW, THEREFORE, in consideration of the foregoing recitals (which are specifically incorporated herein by this reference) and the mutual representations, warranties, covenants and agreements set forth below, the parties hereby agree as follows:

ARTICLE I
GENERAL

1. **Term; Termination.** This Agreement for Hardware Maintenance and Software License, Maintenance and Support Services shall be in effect for the coverage period as described in Attachment 1 (the "Term"). Upon expiration of the Term, this Agreement shall automatically renew for an unlimited number of successive **One-Year Periods** (each a "Renewal Period") until this Agreement terminated by the first to occur of (a) either party's written election not to renew, which shall be delivered to the other party at least sixty (60) days prior to the end of the Term or any Renewal Period, as applicable, (b) the date which is thirty (30) days after either party notifies the other that it has materially breached this Agreement, if the breaching party fails to cure such breach (except for a breach pursuant to subsection (e), which will require no notice), (c) the date which is thirty (30) days after ES&S notifies Customer that it is no longer able to procure replacement parts that may be needed in order to perform the Hardware Maintenance Services contemplated hereunder, (d) the date on which the Equipment or firmware installed thereon is no longer certified by federal and/or state authorities for use in Customer's jurisdiction, or (e) the date which is thirty (30) days after Customer fails to pay any amount due to ES&S under this Agreement. The termination of this Agreement shall not relieve Customer of its liability to pay any amounts due to ES&S hereunder and shall only entitle Customer to a prorated refund of any fees already paid to ES&S in the event this Agreement is terminated pursuant to subsection 1(b), 1(c) or 1(d) above.

2. **Fees.** In consideration for ES&S' agreement to provide Hardware Maintenance Services and Software License, Maintenance and Support Services under this Agreement, Customer shall pay to ES&S the Hardware Maintenance and Software License, Maintenance and Support Fees set forth on Attachment 1 for the Term and any Renewal Periods. The Hardware Maintenance and Software License, Maintenance and Support Fees for the Term are due as set forth on Attachment 1. ES&S may increase the Hardware Maintenance and Software License, Maintenance and Support Fees for a Renewal Period by not more than 10% of the amount of the most recent Fees paid by Customer. All fees for any Renewal Period shall be due and payable no later than thirty (30) days prior to the beginning of such Renewal Period. The Software License, Maintenance and Support Fee shall be comprised of (i) a fee for the Software License, Maintenance and Support provided for the ES&S Firmware, and (ii) a fee for the Software License, Maintenance and Support provided for all other ES&S Software and shall be in addition to any fees or charges separately referred to in any Section of this Agreement. If Customer elects to receive Software License, Maintenance and Support for an Add-On or New Product during the Term or

any Renewal Period thereof, ES&S will charge incremental Software License, Maintenance and Support Fees for any Add-On units or New Products purchased by Customer at the then-current applicable rates at the time.

ARTICLE II
HARDWARE

1. **Maintenance Services.** The Hardware Maintenance Services to be provided to Customer under this Agreement for the ES&S equipment set forth on Attachment 1 (the "Products") shall be subject to the following terms and conditions:

a. **Routine Maintenance Services.** An ES&S Representative shall provide such services as may be necessary to keep the Products working in accordance with their Documentation, normal wear and tear excepted ("Normal Working Condition"). The services provided by ES&S pursuant to this Subsection 1(a) are referred to herein as "'Routine Maintenance Services". Routine Maintenance Services shall be provided once each **Twelve (12) Months** during the Term or any Renewal Period thereof. Generally, Routine Maintenance Services shall include cleaning, lubrication, diagnostic check, and calibration services. The Routine Maintenance Services shall not include the repair or replacement of any ES&S Equipment components that are consumed in the normal course of operating the Equipment, including, but not limited to, headphones and headphone protective covers, printer cartridges or ribbons, paper, batteries, drums, toners, fusers, transfer belts, removable media storage devices, seals, keys, power supplies/cords, PCMCIA, Smart, or CF cards or marking devices (collectively, the "Consumables"). ES&S may modify and make available additional Consumables as they may become available from time to time. Customer may request that Routine Maintenance Services be performed more than once during the Term or any Renewal Period. Any such request shall be made at least sixty (60) days before the Routine Maintenance Services are desired. The per-unit fee for such additional Routine Maintenance Services is set forth on Attachment 1 and shall be due within thirty (30) days after invoice date. ES&S will schedule the Routine Maintenance Services with Customer. The Routine Maintenance Services will be provided at Customer's Designated Location. Customer's "Designated Location" shall mean Customer's owned or leased facility at which Customer desires ES&S to perform the Hardware Maintenance Services.

b. **Repair Services.**

i. **Defects Under Normal Use and Service.** If a defect or malfunction occurs in any Product while it is under normal use and service, Customer shall promptly notify ES&S, and ES&S shall use reasonable efforts to restore the item to Normal Working Condition as soon as practicable. The services provided by ES&S pursuant to this Subsection 1(b)(i) are referred to herein as "Repair Services". ES&S will perform Repair Services in conjunction with a Routine Maintenance Service event at the Customer's Designated Location.

ii. **Defects Due to Customer Actions or Omissions.** If a defect or malfunction occurs in any Product as a result of (1) repairs, changes, modifications or alterations not authorized or approved by ES&S, (2) use, modification, dismantling, disassembly, or transfer to third party without ES&S's prior written consent, (3) accident, theft, vandalism, neglect, abuse, liquid contact, use of adhesive materials on ballots or use that is not in accordance with instructions or specifications furnished by ES&S or (4) causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, floods, riots, acts of war, terrorism or insurrection, government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies, labor disputes, transportation delays, governmental regulations, and utility or communication interruptions, rodent infestation, or if Customer does not notify ES&S within 72 hours after it knows of the defect or malfunction, Customer shall pay ES&S for the Repair Services at ES&S' then-current rates, as well as for the cost of all parts used in connection with such Repair Services.

iii. **Timing.** The date(s) on which any Repair Services shall be provided shall be mutually agreed upon by ES&S and Customer. If Customer requires ES&S to provide "emergency" Repair Services (which shall be defined as Repair Services that are provided by

ES&S within 48 hours after Customer notifies ES&S of the need therefore), and such emergency Repair Services are not needed as a result of an action, error or omission by ES&S, Customer shall pay a surcharge, as set forth on Attachment 1.

iv. **Loaner Unit.** At Customer's request and if such product is available, ES&S shall use reasonable efforts to promptly make available to Customer a product that is the same as, or substantially similar to, the Product for which Repair Services are being performed (a "Loaner Unit"). If the Repair Services are being performed pursuant to Subsection 1(b)(ii) above, Customer shall pay ES&S for the use of the Loaner Unit at ES&S' then-current rates including the cost of shipping.

c. **Exclusions.** ES&S has no obligation under this Agreement to (i) assume the obligations under any existing or expired warranty for a Third Party Item; (ii) repair or replace Product components that are consumed in the normal course of operating the Product, including, but not limited to, headphones and headphone protective covers, printer cartridges or ribbons, paper, batteries, drums, toners, fusers, transfer belts, removable media storage devices, seals, keys, power supplies/cords, PCMCIA, Smart, or CF cards or marking devices (collectively, the "Consumables"), , or (iii) repair any Product from which the serial number has been removed or altered. In addition, ES&S may, at any time in its discretion, determine that any Product is no longer fit for Hardware Maintenance Services because it is in such poor condition that it cannot practically be restored to Normal Working Condition, or cannot be restored to Normal Working Condition at an expense that is less than the then-current value of the Product. If such a determination is made, ES&S shall no longer be required to provide Hardware Maintenance Services for such Product. ES&S shall also refund to Customer an amount equal to (1) that portion of the most recent fee paid for Hardware Maintenance Services that is attributable to such Product, multiplied by (2) a fraction, the numerator of which is the remaining number of days within the Term for which such fee was paid and the denominator of which is the total number of days within the Term.

d. **Sole Provider; Access.** Customer shall not permit any individual other than an ES&S Representative to provide maintenance or repairs with respect to the Products for so long as the Term or any Renewal Period is in effect. Customer shall provide ES&S Representatives with all information necessary to enable them to provide Hardware Maintenance Services. Customer shall likewise provide full access to the Products and adequate working space for all Hardware Maintenance Services performed at its Designated Location, including sufficient heat, lights, ventilation, electric current and outlets.

e. **Environment Conditions.** Products should be stored in a clean, dry and secure environment. During the storage and operation of the Products, the temperature and moisture ranges should be maintained in accordance with the Product's Documentation.

f. **Reinstatement of Hardware Maintenance Services; Inspection.** If the Term or any Renewal Period thereof expires without being renewed, Customer may thereafter resume receiving Hardware Maintenance Services upon (a) notification to ES&S and (b) the granting to ES&S of access to the Products. ES&S requires Customer to allow it to inspect such Products before it provides any Hardware Maintenance Services. The purpose of such inspection shall be to determine whether or not the Products are in Normal Working Condition. The cost of such inspection will be at ES&S' then current rates and shall be due from Customer within thirty (30) days of its receipt of ES&S' invoice, therefore. If any of the Products is not in Normal Working Condition, ES&S, at the option of Customer, (i) shall provide such repairs and replacements as it deems reasonable and necessary to restore such item to Normal Working Condition, at Customer's expense with respect to the cost of any labor (charged at ES&S' then current rates) and parts used in such repairs or replacements, or (ii) shall not provide any Hardware Maintenance Services with respect to such Product(s).

ARTICLE III
ANNUAL LICENSE OF SOFTWARE

1. **Grant of License.** Subject to the terms and conditions of this Agreement, ES&S hereby grants to Customer a nonexclusive, nontransferable license for its bona fide full time, part time or temporary employees to

use the Software and all related operating instructions, user manuals and training materials supplied by ES&S (collectively the "Documentation") in **Williamson County, Texas** ("Jurisdiction"). The license allows Customer to use and copy the Software (in object code only) and the Documentation, solely for the purposes of defining an election and tabulating and reporting election results in the Jurisdiction. The license does not permit Customer to take any of the following actions:

a. Reverse engineer, decompile, disassemble, re-engineer or otherwise create, attempt to create, or permit, allow or assist others to create, the source code or the structural framework for part or all of the Software;

b. Cause or permit any use, display, loan, publication, transfer of possession, sublicensing or other dissemination of the Software or Documentation, in whole or in part, to or by any third party including, but not limited to, any transfer of possession to, or use of the ES&S Software or Documentation by any third party to perform any services for Customer (including, but not limited to, any coding, programming or layout services) without ES&S' prior written consent; or

c. Cause or permit any change to be made to the Software without ES&S' prior written consent.

d. Allow a third party to cause or permit any copying, reproduction or printing of any output generated by the Software (except finished ballots by ballot printers selected by Customer) in which ES&S owns or claims any proprietary intellectual property rights (e.g., copyright, trademark, patent pending or patent), including, but not limited to, any ballot shells or ballot code stock.

2. **License Fees**. In consideration for ES&S' grant of the license for the ES&S Software described in Section 1, Customer shall pay ES&S the ES&S Software License Fees set forth on Attachment 1. Any license or royalty fees payable to any Third Parties for the use of any third-party items are the sole responsibility of Customer.

3. **Term of License.** The Software License shall be in effect for the coverage period as described in Attachment 1 (the "License Term). Upon expiration of the License Term, the licenses shall automatically renew for an unlimited number of successive one-year periods (each a "License Renewal Term") upon the payment by Customer of the annual software license and software maintenance and support fee as set forth on Attachment 1. ES&S may terminate either license if Customer fails to pay the consideration due for, or breaches Sections 1, 2, or 4 with respect to, such license. Upon the termination of either of the licenses granted in Section 1 for ES&S Software or upon Customer's discontinuance of the use of any ES&S Software, Customer shall immediately return such ES&S Software and the related Documentation (including any and all copies thereof) to ES&S, or (if requested by ES&S) destroy such ES&S Software and Documentation and certify in writing to ES&S that such destruction has occurred.

4. **Proprietary Rights.** Customer acknowledges and agrees that ES&S owns all right, title and interest in and to the Software and Documentation, subject to the license granted herein. ES&S likewise owns all patents, trademarks, copyrights, trade names and other proprietary or intellectual property in, or used in connection with, the Software and Documentation. The Software and Documentation also contain confidential and proprietary trade secrets of ES&S which are protected by law and are of substantial value to ES&S. Customer shall keep the Software and Documentation free and clear of all claims, liens and encumbrances and shall maintain all copyright, trademark, patent or other intellectual or proprietary rights notices which are set forth on the Software, the Documentation, and all permitted copies thereof.

ARTICLE IV
SOFTWARE LICENSE, MAINTENANCE AND SUPPORT SERVICES

1. **Services Provided.** ES&S shall provide maintenance and support services ("Software License, Maintenance and Support") for the ES&S Software and ES&S Firmware (collectively, "ES&S Software"), to enable it to perform in accordance with its Documentation in all material respects, and to cure any defect in material or workmanship. The specific Software Maintenance and Support Services provided by ES&S and each party's obligations with respect to such services are set forth on Attachment 1.

2. **Updates.** During the License Term or any License Renewal Term for which Customer has paid the associated renewal fees, ES&S may provide new releases, upgrades, or maintenance patches to the ES&S Software, together with appropriate Documentation ("Updates"), on a schedule defined by ES&S. Customer is solely responsible for obtaining and purchasing any upgrades or Third-Party Items required to operate the Updates, as well as the cost of any replacements, retrofits or modifications to the ES&S Equipment which may be necessary in order to operate the Updates. All Updates shall be deemed to be ES&S Software for purposes of this Agreement upon delivery. Updates to the ES&S Equipment Firmware will be incorporated by ES&S into a regularly scheduled preventative maintenance event at no additional charge to Customer. If this foregoing is not acceptable to Customer and subject to Customer's prior execution of a purchase order therefore, ES&S shall charge to install the Updates to the ES&S Equipment Firmware. ES&S shall also charge Customer at its then-current rates to; (i) train Customer on Updates, if such training is requested by Customer and (ii) if applicable, provide maintenance and support on the ES&S Software that is required as a result of Customer's failure to timely or properly install an Update. Notwithstanding the foregoing, Customer shall pay ES&S to install all election management software Updates. If applicable, Customer shall be responsible for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee which is caused by Customer's failure to install the most recent Update provided to it by ES&S. If Customer proposes changes in the ES&S Software to ES&S, such proposals will become ES&S' property. ES&S may, in its sole discretion, elect to make or not to make such changes without reference or compensation to Customer or any third party. ES&S represents to Customer that the Updates will comply with all applicable state law requirements at the time of delivery. Customer shall be responsible to ensure that it has installed and is using only certified versions of ES&S Software in accordance with applicable law. In the event that any Updates are required due to changes in state law, ES&S reserves the right to charge Customer for the following

(i) the total cost of any third-party items that are required in order to operate the Updates;

(ii) the total cost of any replacements, retrofits or modifications to the ES&S Equipment contracted for herein that may be developed and offered by ES&S in order for such ES&S Equipment to remain compliant with applicable laws and regulations; and

(iii) Customer's pro-rata share of the costs of designing, developing and/or certification by applicable federal and state authorities of such state mandated Updates.

Customer's pro-rata share of the costs included under subsection (iii) above shall be determined at the time by dividing the number of registered voters in Customer's jurisdiction by the total number of registered voters in all counties in Customer's state to which ES&S has sold and/or licensed the Equipment and/or Licensed Software purchased and licensed by Customer under this Agreement. Customer shall pay ES&S the entire costs incurred for design, development and certification of any Update which is required due to a change in local law or is otherwise requested or required by Customer.

3. **Conditions.** ES&S shall not provide Software License, Maintenance and Support for any item of ES&S Software if such item requires such services as a result of (a) repairs, changes, modifications or alterations not authorized or approved by ES&S, (b) use, modification, dismantling, disassembly, or transfer to third party without ES&S's prior written consent, (c) accident, theft, vandalism, neglect, abuse or use that is not in accordance with instructions or specifications furnished by ES&S, (d) causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, floods, riots, acts of war, terrorism or insurrection, government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, (e) Customer's failure to timely and properly install and use the most recent update provided to it by ES&S, or (f) Customer's failure to notify ES&S within three (3) business days after Customer knows of the need for such services. Any such Software License, Maintenance and Support shall be provided at the fees to be agreed upon by the parties if and when the need for such Software License, Maintenance and Support arises. Replacement versions of Software requested by Customer as a result of items set forth in this Section 3 or as a result of Customer's actions or inactions shall be billable to Customer at ES&S' then current rates.

4. **Proprietary Rights.** ES&S shall own the entire right, title and interest in and to all corrections, programs, information and work product conceived, created or developed, alone or with Customer or others, as a result of or related to the performance of this Agreement, including all proprietary rights therein or based thereon.

Subject to the payment of all Software Maintenance Fees, ES&S hereby grants to Customer a non-exclusive license to use that portion of such corrections, programs, information, and work product that ES&S actually delivers to Customer pursuant to this Agreement. All licensed items shall be deemed to be ES&S Software for purposes of this Agreement. Except and to the extent expressly provided herein, ES&S does not grant to Customer any right, license, or other proprietary right, express or implied, in or to any corrections, programs, information, or work product covered by this Agreement.

5. **Reinstatement of Software License, Maintenance and Support.** If the Term or any Renewal Period thereof expires without being renewed, Customer may thereafter receive a Software License and resume receiving Software Maintenance and Support upon (a) notification to ES&S, (b) payment of all fees, which would have been due to ES&S had the Term or any Renewal Period not expired, and (c) the granting to ES&S of access to the ES&S Software, so that ES&S may analyze it and perform such maintenance as may be necessary before resuming the Software License, Maintenance and Support Services.

ARTICLE V
MISCELLANEOUS

1. **Taxes; Interest.** Customer will provide ES&S with proof of its tax-exempt status. If Customer does not provide such proof, it shall pay, or shall reimburse ES&S for, all sales and use, excise or other similar taxes imposed on the transactions contemplated by this Agreement but shall in no event be liable for taxes imposed on or measured by ES&S' income. If Customer disputes the applicability of any tax to be paid pursuant to this Section 1, it shall pay the tax and may thereafter seek a refund. Any disputed or undisputed payment which is past due to ES&S will bear interest at the rate of one and one-half percent per month (or such lesser amount as may be permitted by applicable law) for each month or portion thereof during which it remains unpaid.

2. **Limitation of Liability.** Neither party shall be liable for any indirect, incidental, punitive, exemplary, special or consequential damages of any kind whatsoever arising out of or relating to this Agreement. Neither party shall be liable for the other party's negligent or willful misconduct. ES&S' total liability to Customer arising out of or relating to this Agreement shall not exceed the aggregate amount to be paid to ES&S hereunder. By entering into this Agreement, Customer agrees to accept responsibility for (a) the selection of, use of and results obtained from any equipment, software or services not provided by ES&S and used with the Equipment or Software; or (b) user errors, voter errors or problems encountered by any individual in voting that are not otherwise a result of the failure of ES&S to perform. ES&S shall not be liable under this Agreement for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee that is caused by (y) Customer's failure to timely or properly install and use the most recent Update provided to it by ES&S or (z) Customer's election not to receive, or to terminate, the Hardware Maintenance Services or the Software License and Maintenance and Support.

3. **Excusable Nonperformance.** Except for obligations to make payments hereunder, if either party is delayed or prevented from performing its obligations under this Agreement as a result of any cause beyond its reasonable control, including acts of God, fire, riots, acts of war, terrorism or insurrection, government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, the delay shall be excused during the continuance of, and to the extent of, such cause, and the period of performance shall be extended to the extent necessary to allow performance after the cause of delay has been removed. ES&S agrees to work with Customer, at Customer's request, to develop mutually agreeable alternatives in order to minimize the negative impact of any such delay.

4. **Notice.** Any notice or other communication required or permitted hereunder shall be in writing and will be deemed given when (a) delivered personally, (b) sent by confirmed email, (c) sent by confirmed fax, (d) sent by commercial overnight courier (with written verification of receipt) or (e) sent by registered or certified mail, return receipt requested, postage prepaid, when the return receipt is received. All communications shall be sent to the attention of the persons listed on the signature page to this Agreement and at the addresses, email address or fax numbers set forth on such signature page unless other names, addresses or fax numbers are provided by either or both parties in accordance herewith.

5. **Assignment.** Except in the case of a reorganization of the assets or operations of ES&S with one or more affiliates of ES&S or the sale, transfer or assignment of all or substantially all of the assets of ES&S to a successor who has asserted its intent to continue the business of ES&S, neither party may assign or transfer this Agreement or assign, subcontract or delegate any of its rights, duties or obligations hereunder without the prior written consent of the other party hereto, such consent not to be unreasonably withheld or conditioned, nor unduly delayed.

6. **Entire Agreement.** This Agreement, including all exhibits hereto, shall be binding upon and inure to the benefit of the parties and their respective representatives, successors, and assigns. This Agreement, including Attachment 1 (which is specifically incorporated herein by this reference), contains the entire agreement of the parties with respect to the subject matter hereof and supersedes and replaces any and all other prior or contemporaneous discussions, negotiations, agreements or understandings between the parties, whether written or oral, regarding the subject matter hereof. Any provision of any purchase order, form or other agreement which conflicts with or is in addition to the provisions of this Agreement shall be of no force or effect. In the event of any conflict between a provision contained in an Attachment to this Agreement and these General Terms, the provision contained in the Attachment shall control. No waiver, amendment, or modification of any provision of this Agreement shall be effective unless in writing and signed by the party against whom such waiver, amendment or modification is sought to be enforced. No consent by either party to, or waiver of, a breach by either party shall constitute a consent to or waiver of any other different or subsequent breach by either party. This Agreement shall be governed by and construed in accordance with the laws of the State in which the Customer resides, without regard to its conflicts of laws principles. The parties agree that venue for any dispute or cause of action arising out of or related to this Agreement shall be in the state and federal courts of the United States located in the State in which the Customer resides. ES&S is providing Equipment, Software and Services to Customer as an independent contractor, and shall not be deemed to be a "state actor" for purposes of 42 U.S.C. § 1983. ES&S may engage subcontractors to provide certain of the Equipment, Software or Services, but shall remain fully responsible for such performance. The provisions of Article II, Section 1(f) and Article III, and Article IV, Sections 1-6 shall survive the termination of this Agreement, to the extent applicable.

7. **Counterparts; Execution by Facsimile.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument. The parties may execute this Agreement and exchange counterparts of the signature pages by means of facsimile transmission, and the receipt of such executed counterparts by facsimile transmission shall be binding on the parties. Following such exchange, the parties shall promptly exchange original versions of such signature pages.

IN WITNESS WHEREOF, this Agreement has been executed effective as of the date it is signed by the last of the parties hereto.

ELECTION SYSTEMS & SOFTWARE, LLC 11208 John Galt Boulevard Omaha, NE 68137 Fax No.: 402-970-1291	WILLIAMSON COUNTY, TEXAS 301 S.E. Inner Loop – Suite 104 Georgetown, TX 78626 Fax No.: 512-943-1634
Signature	Signature
Jared Plath Name (Printed or Typed)	Name (Printed or Typed)
VP of Finance Title	Title
09/16/2025 Date	Date

PRICING SUMMARY AND PAYMENT TERMS

Sale Summary:		
Description	**Refer To**	**Amount**
ES&S Hardware Maintenance Fees	Attachment 1	$65,980.63
ES&S Software License, Maintenance and Support Fees	Attachment 1	$59,799.61
ES&S Firmware License, Maintenance and Support Fees	Attachment 1	$29,992.50
Total Maintenance Fees for the Term:		**$155,772.74**
Terms & Conditions:		
Note 1: Any applicable state and local taxes are not included and are the responsibility of Customer.		
Note 2: **Invoicing and Payment Terms are as Follows:** $155,772.74 due upon Contract Execution for the Coverage Period of August 1, 2025 through July 31, 2026.		

Attachment 1

ES&S HARDWARE MAINTENANCE DESCRIPTION AND FEES

Term: **August 1, 2025 through July 31, 2026**

Qty	Description	Coverage Period	Annual Maintenance Fee Per Unit	Maintenance Fee in Total
115	Model DS200 Scanner	8/1/2025 through 7/31/2026	$203.96	$23,455.40
30	Model DS300 Scanner	8/1/2025 through 7/31/2026	$215.00	$6,450.00
2	Model DS850 Scanner	8/1/2025 through 7/31/2026	$4,404.49	$8,808.98
200	ExpressVote 2.1 BMD	8/1/2025 through 7/31/2026	$132.30	$26,460.00
5	Model DS300 Scanner	11/1/2025 through 7/31/2026	$215.00	$806.25 (Pro-Rated)
Total Hardware Maintenance Fees for the Term				**$65,980.63**

Note 1: The Per-Unit Fees if Customer requests more than one Routine Maintenance visit in a 12-month period shall be 55% of the then current maintenance fee per unit under this Agreement.

Note 2: Surcharge for Emergency Repair Services shall be the daily maintenance service rate in effect at the time such service is requested.

Note 3: Customer's Designated Location: Williamson County, Texas

Note 4: The Per Unit Surcharge for performance of Routine Maintenance visit at more than one Customer Designated Location shall be $25.00 per unit for all units located at second or more locations.

Hardware Maintenance Services Provided by ES&S Under the Agreement

1. Telephone Support.
2. Issue Resolution.
3. ES&S posts Technical Bulletins available through Customer's ES&S Web-based portal.
4. Routine Maintenance Services.
    - Onsite scheduled maintenance inspection per Article 2, Section 1a. The inspection includes:
        - Service performed by an ES&S trained and certified technician.
        - Performance of factory approved diagnostics on the unit, identifying and making adjustments where necessary as indicated by the testing.
        - Replacement of worn or defective with new or remanufactured federally and state certified parts.

- Conducting a final test to verify that the unit is working according to manufacturer's specifications.

- Use of a checklist tailored for each piece of equipment.

5. Repair Services.

    - Customer receives coverage for interim repair calls.

        - Interim calls may be scheduled during the regular Routine Maintenance Services event or scheduled in conjunction with other service work being performed in close proximity of Customer's location if they are not election critical.

        - A Product may be sent to ES&S' Depot location for repairs at a time to be mutually agreed upon by ES&S and Customer.

6. Priority Services.

    - Customer has access to the ES&S Help Desk for assistance.
    - The customer receives priority on service calls.
    - The customer receives priority on response time.
    - The customer receives priority on certified ES&S parts inventory.

Note: Except for those Hardware Maintenance Services specifically set forth herein, ES&S is under no obligation and shall not provide other Hardware Maintenance Services to the Customer unless previously agreed upon in writing by the parties.

ES&S SOFTWARE LICENSE, MAINTENANCE AND SUPPORT DESCRIPTION AND FEES
SOFTWARE

License and Maintenance Term: **August 1, 2025 through July 31, 2026**

Listed below is the Software and Fees for which Software License, Maintenance and Support will be provided:

Qty	Description	Coverage Period	Software License, Maintenance and Support Fee in Total
1	ElectionWare Software – PYO Standard	8/1/2025 through 7/31/2026	$54,573.75
1	Synthesized Audio Capability	8/1/2025 through 7/31/2026	$2,546.78
1	Ballot on Demand Software	8/1/2025 through 7/31/2026	$2,679.08
Total Software License, Maintenance and Support Fees for the Term			**$59,799.61**

ES&S SOFTWARE LICENSE, MAINTENANCE AND SUPPORT DESCRIPTION AND FEES
FIRMWARE

License and Maintenance Term: **August 1, 2025 through July 31, 2026**

Listed below are the Hardware Products and Fees for which Firmware License, Maintenance and Support will be provided:

Qty	Description	Coverage Period	Annual Firmware License, Maintenance and Support Fee Per Unit	Firmware License, Maintenance and Support Fee in Total
115	Model DS200 Scanner	8/1/2025 through 7/31/2026	$84.00	$9,660.00
30	Model DS300 Scanner	8/1/2025 through 7/31/2026	$100.00	$3,000.00
2	Model DS850 Scanner	8/1/2025 through 7/31/2026	$1,653.75	$3,307.50
200	ExpressVote 2.1 BMD	8/1/2025 through 7/31/2026	$68.25	$13,650.00
5	Model DS300 Scanner	11/1/2025 through 7/31/2026	$100.00	$375.00 (Pro-Rated)
Total Firmware License, Maintenance and Support Fees for the Term				**$29,992.50**

Software License, Maintenance and Support Services Provided by ES&S under the Agreement

1. Telephone Support.
2. Issue Resolution.
3. Technical Bulletins will be available through Customer's ES&S Web-based portal.

Note: Except for those Software License, Maintenance and Support Services specifically set forth herein, ES&S is under no obligation and shall not provide other Software License, Maintenance and Support Services to the Customer unless previously agreed upon by the parties.

Software License, Maintenance and Support and Hardware Maintenance and Support Services – Customer Responsibilities

1. Customer shall have completed a full software training session for each product selected.

    - Customer shall have completed training at a proficiency level to successfully use the hardware (firmware) and software products.

    - Customer shall have the ability to install firmware and application software and make changes to date and time settings.

    - Customer shall have the ability to change consumable items. Any other changes made by the customer must be pre-approved in writing by ES&S.

2. Customer shall have reviewed a complete set of User Manuals.

3. Customer shall be responsible for the installation and integration of any third-party hardware or software application, or system purchased by the Customer, unless otherwise agreed upon, in writing, by the parties.

4. Customer shall be responsible for data extraction from Customer voter registration system.

5. Customer shall be responsible for implementation of any security protocols physical, network or otherwise which are necessary for the proper operation of the ES&S Equipment and ES&S Software.

6. Customer shall be responsible for the acceptance of the Equipment and Software, unless otherwise agreed upon, in writing, by the parties.

7. Customer shall be responsible for the design, layout, set up, administration, maintenance, or connectivity of the Customer's network.

8. Customer shall be responsible for the resolution of any errors associated with the Customer's network or other hardware and software not purchased or recommended by ES&S and not otherwise identified in the User Guides as part of ES&S' Equipment and Software.

9. Customer shall be responsible for all costs associated with diagnosing ballot printing problems resulting from the use of non-ES&S Ballot Partner Printers ballots.

10. Customer shall be responsible for the payment of additional or replacement Software CDs or DVDs requested by Customer. The price for such additional or replacement Software CDs or DVDs shall be at ES&S' then current rates.

Commissioners Court - Regular Session **38.**

Meeting Date: 10/07/2025

Approval of Service Agreement #2025362 for Court Analytics Software from Tyler Technologies, Inc. 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 a Service Agreement #2025362 between Williamson County and Tyler Technologies, Inc. for the Court Analytics Software, for a total amount of $107,645.00 pursuant to Sourcewell Contract 0606924-TTI.

Background

Tyler Technologies Court Analytics modernizes the judicial process by connecting data from information systems and displaying these insights in easy-to-understand dashboards. Information from the Enterprise Justice (Odyssey) system will be used with the Court Analytics Dashboard for accurate court metrics. Funding source is 01.0100.0503.004505 per FY26 budget. Origination #3548. Department contact is Deana Saucedo. Tyler Technologies, Inc. is a publicly-traded company, and therefore no Form 1295 is required.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	09/29/2025 08:14 PM
Form Started By: Barbi Hageman		Started On: 09/11/2025 09:15 AM
Final Approval Date: 09/29/2025		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

COUNTY ADDENDUM TO THE SOFTWARE AS A SERVICE AGREEMENT WITH TYLER TECHNOLOGIES, INC. (Court Analytics Platform)

The underlying Software as a Service Agreement ("Agreement") between Tyler Technologies, Inc. ("Tyler") and Williamson County, Texas ("Customer" or "The County") is amended as specifically set forth herein to incorporate the terms and conditions of this Addendum. As amended, the Agreement shall remain in full force and effect according to its terms and conditions. All terms used in this Addendum shall have the meanings attributed to them in the Agreement. This Addendum supersedes any and all prior understandings and agreements, oral or written, relating to the subject matter. In the event there is a conflict between the terms and conditions of the Agreement and the terms and conditions of this Addendum, the following terms and conditions of this Addendum shall control:

1. **Termination for Convenience.** The County may terminate this Agreement for convenience upon sixty (60) days' advance written notice. In addition to The County's other payment obligations upon termination of this Agreement, The County will also pay the following early termination fees:

   (a) if the effective date of termination is during the initial term, 100% of the SaaS Fees due for the initial term.

2. **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 under the laws of the State of Texas and of the United States.

3. **The County's Right to Audit.** Tyler agrees that The County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine any and all books, documents, papers and records of Tyler which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, provided however, that any such audit shall be subject to Tyler's current confidentiality and security policies. Tyler agrees that The County shall have access during normal working hours to all necessary Tyler 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 Tyler reasonable advance notice, but no less than thirty (30) days advance written notice, of intended audits. The County shall be responsible for the cost of any audit conducted under this section unless otherwise agreed to by the parties in writing pursuant to the terms of this Agreement.

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

5. **Texas Public Information Act.** To the extent, if any, that any provision in this Agreement is in violation of 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 The 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 The County as to whether or not the same are available to the public, so long as The County provides Tyler with a copy of any correspondence between the Attorney General of the State of Texas and the County. It is further understood that The County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that The 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 The County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

6. **Prompt Payment Act.** The County's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code.

TYLER TECHNOLOGIES, INC.

By: Sherry Clark

Printed Name: Sherry Clark

Title: Group General Counsel

Date: September 22nd, 20 25

WILLIAMSON COUNTY, TEXAS

By: _____

Title: As Presiding Officer, Williamson Commissioners Court

Date: _____ ____, 20___

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Sep 23 2025 Time: 2:53 pm

Reviewed by Contract Audit
Joel Brophy
Internal Audit Director
Williamson County Auditor's Office
Date: Sep 23 2025 Time: 9:58 am

SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

WHEREAS, Client is a member of Sourcewell (formerly known as National Joint Powers Alliance) ("Sourcewell") under member number 9076.

WHEREAS, Tyler participated in the competitive bid process in response to Sourcewell RFP #060624 by submitting a proposal, on which Sourcewell awarded Tyler a Sourcewell contract, numbered 060624-TTI (hereinafter, the "Sourcewell Contract");

WHEREAS, documentation of the Sourcewell competitive bid process, as well as Tyler's contract with and pricing information for Sourcewell is available at https://www.sourcewell-mn.gov/cooperative-purchasing/; and

WHEREAS, Client desires to purchase off the Sourcewell Contract to procure court analytics software functionality from Tyler, which Tyler agrees to deliver pursuant to the Sourcewell Contract and under the terms and conditions set forth below;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **"Agreement"** means this Software as a Service Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client**" means Williamson County, Texas.
- **"Data"** means your data necessary to utilize the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent, based on a condition within our reasonable control. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.

- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the last signature date set forth in the signature block.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the products and services attached as Exhibit A.
- **"Invoicing and Payment Policy"** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **"Order Form"** means an ordering document that includes a quote or investment summary and specifying the items to be provided by Tyler to the Client, including any addenda and supplements thereto.
- **"SaaS Fees"** means the fees for the SaaS Services identified in the Investment Summary.
- **"SaaS Services"** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **"SLA"** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **"Statement of Work"** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit D.
- **"Support Call Process"** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **"Third Party Hardware"** means the third party hardware, if any, identified in the Investment Summary.
- **"Third Party Products"** means the Third Party Software and Third Party Hardware.
- **"Third Party SaaS Services"** means software as a service provided by a third party, if any, identified in the Investment Summary.
- **"Third Party Software"** means the third party software, if any, identified in the Investment Summary and not embedded in the Tyler Software.
- **"Third Party Terms"** means, if any, the end user license agreement(s) or similar terms, as applicable.
- **"Tyler"** means Tyler Technologies, Inc., a Delaware corporation.
- **"Tyler Software"** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement. The Tyler Software also includes embedded third-party software that we are licensed to embed in our proprietary software and sub-license to you.
- **"we," "us", "our"** and similar terms mean Tyler.
- **"you"** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(9).

2. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the amount of Data Storage Capacity. You may add additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).

3. Ownership.

   3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.

   3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.

   3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.

4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.

5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(9), below, the SLA and our then current Support Call Process or to provide you with a functional equivalent. For the avoidance of doubt, to the extent any third-party software is embedded in the Tyler Software, your limited warranty rights are limited to our Defect resolution obligations set forth above; you do not have separate rights against the developer of the embedded third-party software.

6. SaaS Services.

   6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on

Standards for Attestation Engagements ("SSAE") No. 21. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. The scope of audit coverage varies for some Tyler Software solutions. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information. If our SaaS Services are provided using a third-party data center, we will provide available compliance reports for that data center.

6.2 You will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.

6.3 Our Tyler data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event of a disruption of SaaS Services from the data center hosting your data, we reserve the right to employ our disaster recovery plan for resumption of the SaaS Services. In that event, we commit to a Recovery Point Objective ("RPO") of 24 hours and a Recovery Time Objective ("RTO") of 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy of your hosted Data and subsequent unavailability of SaaS Services from the data center hosting your data. RTO represents the maximum duration of time following disruption of the SaaS Services within which your access to the Tyler Software must be restored.

6.4 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.

6.5 We test our disaster recovery plan on an annual basis and mitigate any findings in accordance with industry standards.

6.6 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.

6.7 We provide secure Data transmission paths between each of your workstations and our servers.

6.8 Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.

SECTION C – OTHER PROFESSIONAL SERVICES

1. Other Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work.

2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.

3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on the documented scope of the project as of the Effective Date. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.

4. Cancellation. If you cancel services less than **four (4) weeks** in advance (other than for Force Majeure or breach by us), you will be liable for all (a) daily fees associated with cancelled professional services if we are unable to reassign our personnel and (b) any non-refundable travel expenses already incurred by us on your behalf. We will make all reasonable efforts to reassign personnel in the event you cancel within four (4) weeks of scheduled commitments.

5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.

6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us. You agree that it is your responsibility to ensure that you satisfy the then-current system requirements, if any, minimally required to run the Tyler Software.

7. Client Assistance. You acknowledge that the implementation of the Tyler Software, and the ability to meet project deadlines and other milestones, is a cooperative effort requiring the time and resources of your personnel, as well as ours. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement.

8. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.

9. Maintenance and Support. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:

9.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);

9.2 provide support during our established support hours;

9.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;

9.4 make available to you all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and

9.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) week's advance notice.

10. Legislative Change Support. For county customers, we make available legislative change support as follows:

10.1 We will provide you with refinements, enhancements, or other modifications to the Tyler Software as necessary to comply with enacted statewide legislation or administrative regulation applicable to all our clients in your state pertaining to: (a) existing reports, exports, or data exchanges; (b) new reports; (c) new data entry fields for state reporting; (d) new fee calculations; (e) new disposition templates; (f) new sentence templates; or (g) new citation templates.

10.2 We will use commercially reasonable efforts to implement such changes within the time frames set in the applicable legislation or regulation, but in any event within the next version release of

the Tyler Software.

10.3 For county customers, our responsibility for legislative change support in each annual term is limited to the number of hours of analysis, post-release data migration, and testing services, at our then-current hourly rates, equal to 20% of the total annual maintenance and support fees or 8% of the total annual SaaS fees paid by all customers within your state during that term.

10.4 You are responsible for any fees in excess of the applicable limits under Section 10.3 above, as well as the cost of any other services required to implement such changes, including, without limitation, training, configuration, project management, or data conversion from external sources. Prior to performing any services under this Section that would result in fees to you, we will provide you with a change order or addendum.

10.5 Business process changes, including usage of optional or new features and data fields, may be required to meet the needs of legislative changes. Tyler will document intended utilization of such new features or new fields, but it is the client's responsibility to enact process changes for compliance with new requirements.

10.6 Our legislative change support obligations do not apply to services required to support new duties or responsibilities that expand upon the scope of your internal business purposes disclosed to us as of the Effective Date.

SECTION D – THIRD PARTY PRODUCTS

To the extent there are any Third Party Products identified in the Investment Summary, the Third Party Terms will apply. You acknowledge that we may have embedded third-party functionality in the Tyler Software that is not separately identified in the Investment Summary. If that third-party functionality is not separately identified in the Investment Summary, the limited warranty applicable to the Tyler Software applies, and we further warrant that the appropriate Developer has granted us the necessary license to (i) embed the unidentified third-party functionality in the Tyler Software; and (ii) sub-license it to you through our license grant to the Tyler Software. You may receive maintenance and support on such embedded third-party software under the Maintenance and Support Agreement.

SECTION E – INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).

2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of

the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION F – TERM AND TERMINATION

1. Term. The initial term of this Agreement will commence on the Effective Date and continue through September 30, 2026, unless earlier terminated as set forth below. Upon expiration of the initial term, this Agreement may be renewed for successive one (1) year renewal terms by mutual agreement of the parties at our then-current SaaS Fees. Client may indicate its agreement to renewal terms by timely payment of a Tyler invoice of annual fees for the renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.

2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).

   2.1 Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.

   2.2 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).

   2.3 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.

   2.4 Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

   1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and

information in defending the claim at our expense.

1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.

1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.

1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. We will pursue those options in the order listed herein. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

2.1 We will defend, indemnify, and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT UNDERSTANDS AND AGREES THAT TYLER DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.

4. **LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).**

5. **EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

6. Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least $1,000,000; (b) Automobile Liability of at least $1,000,000; (c) Professional Liability of at least $1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least $5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION H – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional Tyler products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum or Tyler purchase order. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional Tyler products and services at our then-current list price, also by executing a mutually agreed addendum or Tyler purchase order. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum or Tyler purchase order.

2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.

3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert

our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.

5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.

6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.

7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.

8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.

9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.

10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.

11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and

conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.

12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.

13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.

14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.

15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.

16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.

17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. To the extent Client engages independent contractors to fulfill its obligations under this Agreement, Client shall enter into a written agreement with said independent contractors that contains confidentiality covenants at least as restrictive as the confidentiality covenants contained herein. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:

    (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents; or
    (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure; or
    (c) a party receives from a third party who has a right to disclose it to the receiving party; or
    (d) is the subject of a legitimate disclosure request under the open records laws or similar

applicable public disclosure laws governing this Agreement, or a subpoena; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.

19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law. The Venue for any dispute regarding the Agreement shall be a in a state or federal court of competent jurisdiction in or serving Williamson County, Texas.

20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.

21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.

22. Data & Insights Solution Terms. Your use of certain Tyler solutions includes Tyler's Data & Insights data platform. Your rights, and the rights of any of your end users, to use Tyler's Data & Insights data platform is subject to the Data & Insights SaaS Services Terms of Service, available at https://www.tylertech.com/terms/data-insights-saas-services-terms-of-service. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.

23. Twilio Acceptable Use Policy and Terms of Service. Your use of the Tyler Software may include functionality provided by a Third Party Developer, Twilio. Your rights, and the rights of any of your end users, to use said functionality are subject to the terms of the Twilio Acceptable Use Policy, available at http://www.twilio.com/legal/aup, and to applicable provisions found in the current Twilio Terms of Service, available at https://www.twilio.com/legal/tos. By signing a Tyler Agreement or accessing, installing, or using any such Tyler solution, you certify that you have reviewed, understand and agree to said terms. Tyler hereby disclaims any and all liability related to your or your end user's failure to abide by the terms of the Twilio Acceptable Use Policy or Terms of Service. Any liability for failure to abide by said terms shall rest solely with the person or entity whose conduct violated said terms.

24. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy
	Schedule 1: Business Travel Policy
Exhibit C	Service Level Agreement
	Schedule 1: Support Call Process

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

By: Sherry Clark

Name: Sherry Clark

Title: Group General Counsel

Date: September 22, 2025

Address for Notices:
Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

With a copy to:
Tyler Technologies, Inc.
5101 Tennyson Parkway
Plano, TX 75024
Attention: Legal Department

Williamson County, Texas

By: _____

Name: _____

Title: _____

Date: _____

Address for Notices:
Williamson County, Texas
_____
_____
Attention: _____

Exhibit A
Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Quoted By:	John Galbraith
Quote Expiration:	10/9/25
Quote Name:	Court Analytics Proposal

Sales Quotation For:
Williamson County
PO BOX 647
710 Main Street
Georgetown TX 78626-5701
Phone: +1 (512) 930-4300

Shipping Address:
710 S Main St Ste 303
710 Main Street
Georgetown TX 78626-5701

Annual / SaaS

Description	Annual
Justice Insights	
Court Analytics	$ 67,500
TOTAL	**$ 67,500**

Services

Description	Total	Maintenance
Setup, Configuration & Consulting	$ 40,145	$ 0
Implementation Services Sub-Total:	*$ 40,145*	*$ 0*
TOTAL	**$ 40,145**	**$ 0**

Summary	**One Time Fees**	**Recurring Fees**
Total Tyler Software	$ 0	$ 0
Total Annual	$ 0	$ 67,500
Total Tyler Services	$ 40,145	$ 0
Total Third-Party Hardware, Software, Services	$ 0	$ 0
Summary Total	**$ 40,145**	**$ 67,500**
Contract Total	**$ 107,645**	

Detailed Breakdown of Services (Included in Summary Total)

Description	Total	Annual Maintenance
Justice Insights		
Setup, Configuration & Consulting - Justice Insights	$ 40,145	$ 0
Justice Insights Total	*$ 40,145*	*$ 0*
TOTAL	$ 40,145	$ 0

Comments

The Software, Maintenance, Services and Third-Party Products, as applicable, that are itemized above, are hereby added to your existing agreement with Tyler. Fees for Software, if applicable, will be invoiced to you in full upon receipt of your signed quote. Unless otherwise stated in the Assumptions, associated maintenance and support fees, and thereafter in a lump sum amount together with your then-current maintenance and support fees for previously licensed software. Fees for Services. Third-Party Products and/or travel, as applicable, will be invoiced as rendered or delivered. The terms and conditions of your agreement will otherwise control.

Sourcewell Discount of 10 % is applied to the quote.

Exhibit B
Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. SaaS Fees. SaaS Fees are invoiced on an annual basis, beginning at the commencement of the initial term as set forth in Section F(1) of this Agreement. Your annual SaaS Fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be invoiced on an annual basis at our then-current rates.

2. Other Tyler Software and Services.

   2.1 Implementation and other professional services (including training) shall be invoiced upon the commencement of the initial term at the rates set forth in the Investment Summary.

3. Third Party Products.

   3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.

   3.2 *Third Party Software Maintenance*: The first year maintenance for the Third Party Software, if any, is invoiced when we make it available to you for downloading.

   3.3 *Third Party Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.

   3.4 *Third Party SaaS:* Third Party SaaS Services fees, if any, are invoiced annually, in advance, commencing with availability of the respective Third Party SaaS Services. Pricing for the first year of Third Party SaaS Services is indicated in the Investment Summary. Pricing for subsequent years will be at the respective third party's then-current rates.

   3.5 *Third Party Services:* Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.

4. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses will be billed as incurred and only in accordance with our then-current Business Travel Policy. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on

the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting AR@tylertech.com.

Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

   A. Reservations & Tickets

   The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within $100 (each way) of the lowest logical fare. If a net savings of $200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

   Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

   Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

   B. Baggage Fees

   Reimbursement of personal baggage charges are based on trip duration as follows:

   - Up to five (5) days = one (1) checked bag
   - Six (6) or more days = two (2) checked bags

   Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

   A. Private Automobile

   Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations.

Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a “mid-size” or “intermediate” car. “Full” size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler’s TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

“No shows” or cancellation fees are not reimbursable if the employee does not comply with the hotel’s cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration.

Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to $10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.

Exhibit C
Service Level Agreement

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. This SLA does not apply to any Third Party SaaS Services. All other support services are documented in the Support Call Process.

II. Definitions. Except as defined below, all defined terms have the meaning set forth in the Agreement.

Actual Attainment: The percentage of time the Tyler Software is available during a calendar quarter, calculated as follows: (Service Availability – Downtime) ÷ Service Availability.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

Emergency Maintenance: (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

Planned Downtime: Downtime that occurs during a Standard or Emergency Maintenance window.

Service Availability: The total number of minutes in a calendar quarter that the Tyler Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, denial of service attacks and Force Majeure.

Standard Maintenance: Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

III. Service Availability

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support case number.

b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work

with you to identify the cause of the Downtime (including whether it may be the result of Planned Downtime, a Client Error Incident, Denial of Service attack or Force Majeure). We will also work with you to resume normal operations.

c. Client Relief

Our targeted Attainment Goal is 100%. You may be entitled to credits as indicated in the Client Relief Schedule found below. Your relief credit is calculated as a percentage of the SaaS fees paid for the calendar quarter.

In order to receive relief credits, you must submit a request through one of the channels listed in our Support Call Process within fifteen days (15) of the end of the applicable quarter. We will respond to your relief request within thirty (30) day(s) of receipt.

The total credits confirmed by us will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Client Relief Schedule	
Actual Attainment	**Client Relief**
99.99% - 98.00%	Remedial action will be taken
97.99% - 95.00%	4%
Below 95.00%	5%

IV. Maintenance Notifications

We perform Standard Maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, we will provide advance notice, as reasonably practicable that the Tyler Software will be unavailable during the maintenance window.

Exhibit C
Schedule 1
Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support for authorized users*:

(1) On-line submission (portal) – for less urgent and functionality-based questions, users may create support incidents through the Tyler Customer Portal available at the Tyler Technologies website. A built-in Answer Panel provides users with resolutions to most "how-to" and configuration-based questions through a simplified search interface with machine learning, potentially eliminating the need to submit the support case.
(2) Email – for less urgent situations, users may submit emails directly to the software support group.
(3) Telephone – for urgent or complex questions, users receive toll-free, telephone software support.
** Channel availability may be limited for certain applications.*

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

(1) Tyler Website – www.tylertech.com – for accessing client tools, documentation, and other information including support contact information.
(2) Tyler Search – a knowledge based search engine that lets you search multiple sources simultaneously to find the answers you need, 24x7.
(3) Tyler Community – provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
(4) Tyler University – online training courses on Tyler products.

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Tyler's holiday schedule is outlined below. There will be no support coverage on these days.

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

For support teams that provide after-hours service, we will provide you with procedures for contacting support staff after normal business hours for reporting Priority Level 1 Defects only. Upon receipt of such a Defect notification, we will use commercially reasonable efforts to meet the resolution targets set forth below.

We will also make commercially reasonable efforts to be available for one pre-scheduled Saturday of each month to assist your IT staff with applying patches and release upgrades, as well as consulting with them on server maintenance and configuration of the Tyler Software environment.

Incident Handling

Incident Tracking

Every support incident is logged into Tyler's Customer Relationship Management System and given a unique case number. This system tracks the history of each incident. The case number is used to track and reference open issues when clients contact support. Clients may track incidents, using the case number, through Tyler's Customer Portal or by calling software support directly.

Incident Priority

Each incident is assigned a priority level, which corresponds to the Client's needs. Tyler and the Client will reasonably set the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain "characteristics" may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the Client towards clearly understanding and communicating the importance of the issue and to describe generally expected response and resolution targets in the production environment only.

References to a "confirmed support incident" mean that Tyler and the Client have successfully validated the reported Defect/support incident.

Priority Level	Characteristics of Support Incident	Resolution Targets*
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the Client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets*
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack, which shall occur at least quarterly. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

**Response and Resolution Targets may differ by product or business need*

Incident Escalation

If Tyler is unable to resolve any priority level 1 or 2 defect as listed above or the priority of an issue has elevated since initiation, you may escalate the incident to the appropriate resource, as outlined by each product support team. The corresponding resource will meet with you and any Tyler staff to establish a mutually agreeable plan for addressing the defect.

Remote Support Tool

Some support calls may require further analysis of the Client's database, processes or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Tyler's support team must have the ability to quickly connect to the Client's system and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.

Williamson County TX SaaS Agreement 092225

Final Audit Report 2025-09-22

Created:	2025-09-22
By:	Kiley Aycock (kiley.aycock@tylertech.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAMHt2VJYBKqyrQlOANzvHKHwqF5Z0gmo6

"Williamson County TX SaaS Agreement 092225" History

Document created by Kiley Aycock (kiley.aycock@tylertech.com)
2025-09-22 - 8:36:57 PM GMT

Document emailed to Sherry Clark (sherry.clark@tylertech.com) for signature
2025-09-22 - 8:37:06 PM GMT

Email viewed by Sherry Clark (sherry.clark@tylertech.com)
2025-09-22 - 9:06:11 PM GMT

Document e-signed by Sherry Clark (sherry.clark@tylertech.com)
Signature Date: 2025-09-22 - 9:06:52 PM GMT - Time Source: server

Agreement completed.
2025-09-22 - 9:06:52 PM GMT

Adobe Acrobat Sign

Commissioners Court - Regular Session **39.**

Meeting Date: 10/07/2025

Approval of Agreement #2026-010 for Consulting Services Subscription with Gartner, Inc. for Information Systems Department

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 Service Agreement #2026-010 with Gartner, Inc. for management consulting services to include Gartner Access for Technical Professionals and IT Leaders in the amount of $150,340.00 for the first year, pursuant to DIR contract to #DIR-CPO-5253, and authorizing execution of the agreement.

Background

Approval of this Service Agreement with Gartner, Inc. provides research, expert advice, contract reviews, best practices, and industry insights through their website, one-on-one sessions, articles, and conferences. They are industry experts in IT and are vendor neutral when assisting in evaluating solutions. This is a three (3) year agreement beginning November 1, 2025, through October 31, 2028, with a not-to-exceed amount of $461,732.00. This expenditure will be charged to 01.0100.0503.004100 FY26. Origination #3552. A 1295 is not required due to Gartner, Inc. being a publicly traded company. Department contact is Richard Semple.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Addendum Redacted

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	09/30/2025 10:43 AM
Form Started By: Barbi Hageman		Started On: 09/26/2025 11:21 AM
Final Approval Date: 09/30/2025		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

WILLIAMSON COUNTY ADDENDUM TO THE SERVICE AGREEMENT WITH GARTNER INC. (FY25 – FY28)

The underlying Addendum (the "Addendum") to the Services Agreement ("Agreement"), between Gartner, Inc. ("Gartner") and Williamson County, Texas ("Customer") is amended as specifically set forth herein to incorporate the terms and conditions of this Addendum. As amended, this Addendum shall remain in full force and effect according to its terms and conditions. All terms used in this Addendum shall have the meanings attributed to them in the Agreement.

1. **Incorporated Documents:** This Addendum constitutes the entire Agreement between both parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated (as if copied in full) into this Agreement include the following:

   - This Addendum;
   - Gartner, Inc.'s Service Agreement;
   - Cooperative Contract DIR-CPO-5253

2. **Termination for Convenience.** The Customer may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to Gartner. In the event of such termination, it is understood and agreed that only the amounts due to Gartner for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for The Customer's termination of this Agreement for convenience.

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

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

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

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

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

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

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In the event that an error appears in an invoice submitted by Gartner, The Customer shall notify Gartner of the error not later than the twenty first (21st) day after the date The Customer receives the invoice. If the error is resolved in favor of Gartner, Gartner shall be entitled to receive interest on the unpaid balance of the invoice submitted by Gartner beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of The Customer, Gartner 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.

9. **General Insurance Requirements.** This provision shall apply in the event insurance is required under the Agreement. **"Williamson County, Texas" and its directors, officers and employees shall be added as additional insureds** under the general liability and auto liability coverages of required policies, and on those policies where The Customer, its directors, officers and employees are additional insureds, such insurance shall be primary, and any insurance maintained by The Customer shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of The Customer. 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. Gartner shall furnish The Customer with a certification of coverage issued by the insurer. Gartner shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requirements set forth hereunder,** Gartner **shall also notify The Customer, 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.**

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

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

12. **Texas Public Information Act.** To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that The Customer, 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 The Customer as to whether or not the same are available to the public. It is further understood that The Customer's officers and employees shall have

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the right to rely on the advice, decisions and opinions of the Attorney General, and that The Customer, 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 The Customer by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

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

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

GARTNER, INC.

By: DocuSigned by: David Vixama CCE13228C8BD44B...

Printed Name: David Vixama

Title: Assoc. Director

Date: September 16, 2025, 20____

WILLIAMSON COUNTY, TEXAS

By: _____

Title: As Presiding Officer, Williamson Commissioners Court

Date: _____ ____, 20___

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Sep 23 2025 Time: 2:48 pm

Reviewed by Contract Audit
Joel Brophy
Internal Audit Director
Williamson County Auditor's Office
Date: Sep 23 2025 Time: 9:51 am

Gartner

DIR-CPO-5253 APPENDIX D

Gartner, Inc. Services Agreement for WILLIAMSON COUNTY ("Customer")

This Service Agreement ("**SA**") and DIR Contract No. DIR-CPO-5253 constitutes the complete agreement between **Gartner, Inc**. of 56 Top Gallant Road, Stamford, CT 06904 ("**Gartner**") and Customer for the Services (as defined below). The SA is based upon and governed by the Contract for Services with the State of Texas Department of Information Services ("DIR") Contract No. DIR-CPO-5253 (the "DIR Contract") between Gartner and DIR, the terms of which are incorporated by reference for use by the Customer. In the event of a conflict between this SA and the DIR Contract, the DIR Contract shall control. The General Terms contained herein and all applicable Vendor Services Descriptions shall apply to this SA and shall be effective when signed by both parties. Customer agrees to subscribe to the following Services for the term and fees set forth below. All fees shall be as set forth in Appendix C of DIR Contract No DIR-CPO-5253.

1. DEFINITIONS AND ORDER SCHEDULE

a. Services are the subscription-based research and related services purchased by Customer in the Order Schedule below and described in the Service Descriptions.

b. Service Descriptions, the terms of which are incorporated by reference**,** are attached to this SA and describe each Service purchased, specify the deliverables for each Service, and set forth any additional terms unique to a specific Service.

Service Names and Levels of Access are defined in the Service Descriptions. Gartner may periodically update the names and the deliverables for each Service. If Customer adds Services or upgrades the level of service or access, an additional Service Agreement will be required.

Each Service Period is 12 months unless specified in the Order Schedule.

Service Name/ Level of Access	Quantity	Licensed User	Total Service Period (Months)	Service Start/End	Service Period 1	Service Period 2	Service Period 3
Technical Professionals-Advisor Small and Midsize Business Enterprise Access	1	[redacted]	36	01-Nov-2025 31-Oct-2028			
IT Leaders Individual Access Advisor	1	[redacted]	36	01-Nov-2025 31-Oct-2028			
IT Leaders Individual Access Advisor	1	[redacted]	36	01-Nov-2025 31-Oct-2028			
IT News and Insight	1	[redacted]	36	01-Nov-2025 31-Oct-2028			
				Total Fee Exclusive Of Applicable Tax	USD 150,340.00	USD 153,018.00	USD 158,374.00

Due to the multi-year term of this Service Agreement, Customer expressly waives its right in section "11.2.3 Termination for Convenience" of DIR Appendix A Standard Contract Terms and Conditions Cooperative Contracts. Customer retains rights in section "11.2.1 Termination for Non-Appropriation" of DIR Appendix A. This Service Agreement shall automatically renew at the prices set forth herein unless Gartner receives written notice from Customer requesting an adjustment to the annual fees to match the then-current contract fees. Such notice must be received by Gartner at least ninety (90) days prior to the Contract Term Start Date of the renewal year to be modified. Once Services for a renewal year commence, it is noncancellable. Any additional or renewal purchases shall be at the then-current contract fees.

2. SERVICE DESCRIPTIONS

Service Name/Level of Access	Service Description URLs
Technical Professionals	https://sd.gartner.com/sd_techpro_advisor_smb.pdf
IT Leaders Individual Access Advisor	https://sd.gartner.com/sd_itl_individual_advisor.pdf
IT News and Insight	https://sd.gartner.com/sd_it_news_insight.pdf

3. PAYMENT TERMS

DS
AB

Gartner

Gartner will invoice Customer in advance for all Services. Payment shall be in accordance with Appendix A of the DIR Contract. Please attach any required Purchase Order ("PO") to this SA and enter the PO number below. If an annual PO is required for multi-year contracts, Customer will issue the new PO at least 30 days prior to the beginning of each subsequent contract year. Any pre-printed or additional contract terms included on the PO shall be inapplicable and of no force or effect. All PO's are to be sent to americascontracts@gartner.com.

CUSTOMER BILLING INFORMATION

[redacted]

Purchase Order Number

[redacted]

[redacted]

[redacted]

4. AUTHORIZATION

WILLIAMSON COUNTY	**GARTNER, INC.**
	DocuSigned by: Ashley Beluch 3C6861B4DAC2436...
Signature	*Signature*
Print Name	*Print Name* Ashley Beluch
Title	*Title* Senior Contracts Specialist
Date	*Date* July 22, 2025

Gartner

General Terms and Guidelines for Vendor's Services

1. This SA for subscription-based research and related services (the "**Services**") is subject to the DIR Contract.

2. ***Services*** are the subscription-based research and related services described herein. Service Descriptions, Names and Levels of Access are as detailed for each product offering. Vendor may periodically update the names and the deliverables for each Service.

3. ***Modification of Services by Vendor.*** In order to remain current and timely in its Service offerings, Vendor may make minor improvements from time to time in the content of any Service. If Vendor discontinues any Service in its entirety, Customer may, at its option, receive a substitute Service, or obtain a pro rata refund of the fees paid for the discontinued Service.

4. ***Licensed User*** is the individual named in the Customer Purchase Order who is licensed to use the Services. Customer will limit access to the Services to the agreed upon number of Licensed Users.

5. ***Ownership and Use of the Services.*** Vendor owns and retains all rights to the Services not expressly granted to Customer. Only the individuals named in the Customer Purchase Order (each a "**Licensed User**") may access the Services. Each Licensed User will be issued a unique password, which may not be shared. Customer agrees to review and comply with the ***Usage Guidelines for Gartner Services*** (**"Guidelines"**), which are accessible to all Licensed Users via the "Policies" section of www.gartner.com. Among other things, these Guidelines describe how Customer may substitute Licensed Users, excerpt from and/or share Vendor research documents within the Customer organization, and quote or excerpt from the Services externally. Customer may not redistribute copies of individual research documents, by electronic means or otherwise, to non-Users without Vendor's prior written permission. Licensed Users may not reproduce or distribute the Services externally without Vendor's prior written permission, except for external distribution, in their entirety only, of reprints of individual documents purchased by Customer.

Customer may excerpt from the Services for external use only if Customer obtains the prior written approval of Gartner Quote Requests, at quote.requests@gartner.com. Any approved external use of the Services must comply with Vendor's *Copyright and Quote Policy* which may be viewed on the Gartner Vendor Relations section of www.gartner.com. Services may not be stored by Customer on any information storage and retrieval system.

6. ***Access to the Services***. ID's for access to Vendor Core Research and Analyst Inquiry may not be shared. Access to the Services is restricted to the number of named individuals (each a "Licensed User") as identified in the Customer Purchase Order.

7. ***Monitoring of Usage.*** Customer acknowledges and agrees to inform all Licensed Users that Vendor may monitor activity on Vendor's web site, including access to, and use of, the Services by individuals. Upon request, Customer agrees to provide Vendor with assurance from a responsible party (or other relevant evidence) of compliance with these usage terms.

8. ***DISCLAIMER OF WARRANTIES***. EXCEPT AS PROVIDED BY THE DIR CONTRACT, THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND VENDOR EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR AS TO ACCURACY, COMPLETENESS OR ADEQUACY OF INFORMATION. CUSTOMER RECOGNIZES THE UNCERTAINTIES INHERENT IN ANY ANALYSIS OR INFORMATION THAT MAY BE PROVIDED AS PART OF THE SERVICES AND ACKNOWLEDGES THAT THE SERVICES ARE NOT A SUBSTITUTE FOR ITS OWN INDEPENDENT EVALUATION AND ANALYSIS AND SHOULD NOT BE CONSIDERED A RECOMMENDATION TO PURSUE ANY COURSE OF ACTION. VENDOR SHALL NOT BE LIABLE FOR ANY ACTIONS OR DECISIONS THAT CUSTOMER MAY TAKE BASED ON THE SERVICES OR ANY INFORMATION OR DATA CONTAINED THEREIN.

9. ***Applicable Law***. This SA shall be governed by and construed in accordance with the procedural and substantive laws of the State of Texas, without reference to its conflict of law principles, venue for disputes shall be Travis County, Texas.

10. ***Customer Confidential Information.*** To the extent allowable under the Texas Public Information Act, Vendor agrees to keep confidential any Customer-specific information communicated by Customer to Vendor that is (i) clearly marked confidential if provided in written form, or (ii) preceded by a statement that such information is confidential, if provided in oral form, and such statement is confirmed in writing within 15 days of its initial disclosure. This obligation of confidence shall not apply to any information that: (1) is in the public domain at the time of its communication; (2) is independently developed by Vendor; (3) entered the public domain through no fault of Vendor subsequent to Customer's communication to Vendor; (4) is in Vendor's possession free of any obligation of confidence at the time of Customer's communication to Vendor; or (5) is communicated by the Customer to a third party free of any obligation of confidence. Additionally, Vendor may disclose such information to the extent required by legal process. Customer acknowledges that Vendor is in the business of researching and analyzing information technology and this obligation of confidence shall not apply to information obtained by Vendor's research, analysis or consulting organization(s) from other sources.

DS

AB

Certificate Of Completion

Envelope Id: [redacted]
Subject: Complete with Docusign: SO_WILLIAMSON COUNTY[redacted]
Source Envelope:
Document Pages: 3
Certificate Pages: 1
AutoNav: Disabled
EnvelopeId Stamping: Disabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Signatures: 1
Initials: 3

Status: Completed

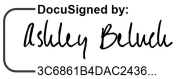
Envelope Originator:
[redacted]

Record Tracking

Status: Original
7/22/2025 12:42:33 PM

Holder: Ashley Beluch
[redacted]

Location: DocuSign

Signer Events	Signature	Timestamp
Ashley Beluch [redacted] Senior Contracts Specialist GARTNER, INC. Security Level: Email, Account Authentication (None)	DocuSigned by:  3C6861B4DAC2436... Signature Adoption: Pre-selected Style [redacted]	Sent: 7/22/2025 12:42:44 PM Viewed: 7/22/2025 12:42:51 PM Signed: 7/22/2025 12:44:18 PM Freeform Signing

Electronic Record and Signature Disclosure:
Not Offered via Docusign

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/22/2025 12:42:44 PM
Certified Delivered	Security Checked	7/22/2025 12:42:51 PM
Signing Complete	Security Checked	7/22/2025 12:44:18 PM
Completed	Security Checked	7/22/2025 12:44:18 PM

Payment Events	Status	Timestamps

Certificate Of Completion

Envelope Id: [redacted]
Status: Completed
Subject: Complete with Docusign: Updated ADDENDUM Gartner [redacted]
Source Envelope:
Document Pages: 8
Signatures: 1
Envelope Originator:
Certificate Pages: 1
Initials: 3
[redacted]
AutoNav: Disabled
EnvelopeId Stamping: Disabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Record Tracking

Status: Original
9/16/2025 5:23:19 PM
Holder: David Vixama
[redacted]
Location: DocuSign

Signer Events	Signature	Timestamp
David Vixama [redacted] Assoc. Director Gartner, Inc. Security Level: Email, Account Authentication (None)	DocuSigned by: David Vixama CCE13228C8BD44B... Signature Adoption: Pre-selected Style [redacted]	Sent: 9/16/2025 5:23:52 PM Viewed: 9/16/2025 5:24:00 PM Signed: 9/16/2025 5:26:00 PM Freeform Signing

Electronic Record and Signature Disclosure:
Not Offered via Docusign

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/16/2025 5:23:52 PM
Certified Delivered	Security Checked	9/16/2025 5:24:00 PM
Signing Complete	Security Checked	9/16/2025 5:26:00 PM
Completed	Security Checked	9/16/2025 5:26:00 PM

Payment Events	Status	Timestamps

Commissioners Court - Regular Session **40.**

Meeting Date: 10/07/2025

Approval of Blanket Purchase #2026-037 of Fuel from Corpay Technologies Operating Company, LLC d.b.a. Fuelman for the Sheriff's Department

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 a blanket purchase #2026-037 for fuel from Corpay Technologies Operating Company, LLC d.b.a. Fuelman, in the amount of $380,000.00 pursuant to Omnia National IPA R211101.

Background

Approval of blanket Purchase Order will support the operations of the Williamson County Sheriff's Office. Funding Source is 001.0100.0560.003301 as per FY26 budget. Origination #3642. Department contact is Starla Hall.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Form 1295

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	09/29/2025 08:40 PM
Form Started By: Barbi Hageman		Started On: 09/26/2025 01:32 PM
Final Approval Date: 09/29/2025		

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:
2025-1368387

Date Filed:
09/25/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Corpay Technologies Operating Company, LLC d.b.a. Fuelman
Atlanta, GA 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.
2026-037
Fuelman-Blanket PO for Fuel

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

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

6 UNSWORN DECLARATION

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

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

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

Executed in Gaston County, State of North Carolina, on the 25 day of September (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:
2025-1368387

Date Filed:
09/25/2025

Date Acknowledged:
09/26/2025

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

Corpay Technologies Operating Company, LLC d.b.a. Fuelman
Atlanta, GA 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.

2026-037
Fuelman-Blanket PO for Fuel

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 **41.**

Meeting Date: 10/07/2025

Titan Leander Land Investors Property Use Agreement for County Sheriff

Submitted For: Matthew Lindemann **Submitted By:** Starla Hall, Sheriff

Department: Sheriff

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Property Use Agreement for Williamson County Sheriff's Office Training between Williamson County and Titan Leander Land Investors, LLC relating to use of property for the Williamson County Sheriff's Office's training exercises.

Background

This training site will be for the SWAT team to conduct essential training, including breaching techniques and team movements on structures that are scheduled for demolition.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Titan Property Use agreement

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	09/29/2025 12:44 PM
County Judge Exec Asst.	Andrea Schiele	10/01/2025 09:49 AM
Form Started By: Starla Hall		Started On: 09/26/2025 03:54 PM
Final Approval Date: 10/01/2025		

PROPERTY USE LICENSE
FOR
WILLIAMSON COUNTY SHERIFF'S OFFICE TRAINING

I. PARTIES

This Property Use License for Williamson County Sheriff's Office Training ("License") is entered into this 7th day of October, 2025 ("Effective Date") by and between Williamson County, Texas ("County") and the undersigned property owner ("Property Owner") relating to the use of Property Owner's real property, as more fully described herein below, by the Williamson County Sheriff's Office ("WCSO") for purposes of training.

II. PURPOSE

Property Owner owns the real property identified as 1651 CR270 Leander, TX 78641, 1659 CR270 Leander, TX 78641, and 1653 CR270 Leander, TX 78641 (collectively, the "Property").

The WCSO wants to use the Property in conjunction with SWAT training exercises; and the Property Owner hereby agrees to permit County to use the Property for said limited purpose. County's use of the Property shall be strictly limited to law enforcement training exercises as expressly authorized herein. County shall not permit any other use of the Property, including public events, commercial activities, or media activities, without the prior written consent of Property Owner. County may, at its own expense and upon written consent of Property Owner, install temporary improvements, personal property and/or lighting as necessary on the Property. All improvements and personal property situated on the Property shall be immediately removed following the termination of this License. Any property that is left on the Property following the termination of this License will be deemed abandoned property and County hereby grants Property Owner the right to remove it and dispose of it, at County's sole cost and expense, as the Property Owner deems fit. County agrees to maintain the Property and keep it clean and free of debris and/or trash at all times during and after its use of the Property. County agrees to restore the Property to the condition in which the same was found before County used such area.

County shall provide Property Owner with at least twenty-four (24) hours' prior notice of its intended entry onto the Property. County shall designate a supervising officer to be present on the Property at all times during its use. Property Owner shall retain the right to enter and inspect the Property at any time during County's use to ensure compliance with this License.

County shall comply with all applicable federal, state, and local laws, ordinances, regulations, and codes in connection with its use of the Property, including but not limited to OSHA standards, Texas statutes, and any rules applicable to law enforcement training exercises.

The parties expressly acknowledge and agree that this License is a limited, revocable, non-exclusive license for use of the Property only. Nothing in this Agreement shall be construed to create a lease, tenancy, easement, or any other estate or interest in real property. County shall have no right to exclusive possession of the Property,

and Property Owner shall retain full legal possession and control of the Property at all times, including the right to use the Property for its own purposes, at its sole and absolute discretion. This license is personal to County, revocable in accordance with the terms of this License, and shall not run with the land.

III. WILDLIFE AND HABITAT PROTECTION.
County shall conduct all activities on the Property in a manner that does not disturb, harass, harm, or otherwise adversely affect wildlife or wildlife habitat adjacent or surrounding the Property. County acknowledges that Property Owner is engaged in wildlife management and conservation practices to maintain agricultural, open-space, or other tax exemptions under Texas law. County shall not interfere with such practices and shall take all reasonable precautions to prevent disruption to wildlife, native vegetation, or habitat improvements. In the event County causes any disturbance, damage, or loss relating to wildlife or wildlife management efforts, County shall, at its sole cost and expense, promptly remediate such disturbance and restore the affected area to a condition reasonably acceptable to Property Owner, in addition to any indemnification obligations set forth herein.

IV. ASSUMPTION OF RISK AND LIABILITY
County, in using the Property does so at its sole risk. Property Owner shall not be liable for any damages to property or damages arising from personal injuries sustained by County and its respective officials, officers, agents, employees and representatives, in, on or about the Property, or of any other portion of the Property, including buildings, parking area walkways of the Property, unless such damage or injury is caused by the Property Owner's negligence or willful misconduct. County assumes full responsibility for any property damage or injury which may occur to County and its respective officials, officers, agents, employees and representatives in, on or about the Property or other portion of the Property, unless such damage or injury is caused by the Property Owner's negligence or willful misconduct.

County shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the WCSO's use of the Property. County shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury or loss to County and/or its respective officials, officers, agents, employees and representatives, all other persons in, on or around the Property and all property in, on or around the Property, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities.

TO THE FULLEST EXTENT PERMITTED BY LAW, COUNTY AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS PROPERTY OWNER, ITS AFFILIATES, OFFICERS, MANAGERS, MEMBERS, EMPLOYEES, CONTRACTORS AND AGENTS (COLLECTIVELY, "OWNER PARTIES") FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, DAMAGES, LOSSES, LIABILITIES, COSTS, AND EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) ARISING OUT OF OR RELATING TO COUNTY'S USE OF THE PROPERTY, EXCEPT TO THE EXTENT CAUSED BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF PROPERTY OWNER. GOVERNMENTAL IMMUNITY. County acknowledges and agrees that it is entering into this License pursuant to its lawful authority and that the obligations of County hereunder, including indemnification and insurance, are enforceable to the fullest extent permitted by applicable law. Nothing in this License shall be construed as a waiver of County's governmental immunity except as expressly permitted by Texas law.

V. INSURANCE.
County shall, at its sole cost and expense, maintain during the Term commercial general liability insurance (or its functional equivalent through governmental self-insurance) with limits of not less than $1,000,000 per occurrence and $2,000,000 aggregate. Such coverage shall name Property Owner as an additional insured. County shall

provide evidence of such coverage upon request and shall cause its insurance (or self-insurance program) to be primary to and non-contributory with any insurance maintained by Property Owner. County waives any right of recovery or subrogation against Property Owner for damages covered by insurance or self-insurance maintained by County. County shall cause its insurers (or self-insurance program) to recognize and honor this waiver.

VI. TERM OF LICENSE AND TERMINATION

The County shall be allowed to use the Property for twelve (12) months, starting on the Effective Date ("Term"). Upon the expiration of the Term, this License will terminate and be of no further force or effect.

VII. TERMINATION.

Property Owner may terminate this License (a) immediately upon written notice if County breaches any material obligation hereunder, or (b) for any reason upon twenty-four (24) hours' prior written notice if Property Owner determines, in its reasonable discretion, that County's use creates undue risk of damage, liability, or interference with Property Owner's operations. Upon termination, County shall immediately cease all use of the Property and comply with its restoration obligations.

VIII. GOVERNING LAW AND VENUE.

This License shall be governed by and construed in accordance with the laws of the State of Texas. The parties agree that exclusive venue for any dispute arising under this License shall be in the state courts of Williamson County, Texas. If any action or proceeding is brought to enforce this License, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs from the non-prevailing party.

IX. ENVIRONMENTAL MATTERS.

County shall not store, release, or dispose of any hazardous substances, hazardous materials, petroleum products, or other environmentally regulated substances (collectively, "Hazardous Materials") on or about the Property without Property Owner's prior written consent. In the event of any spill, discharge, release, or contamination, County shall immediately notify Property Owner and shall, at its sole cost and expense, promptly remediate the same to Property Owner's satisfaction and in full compliance with all applicable laws. County shall indemnify and hold harmless Property Owner from any and all claims, damages, liabilities, or expenses arising out of the presence of Hazardous Materials caused by County's use of the Property.

X. NOISE AND NUISANCE.

County shall conduct all activities on the Property in a manner that does not create a nuisance or unreasonable disturbance to neighboring properties. County shall comply with all applicable noise ordinances and other regulations. County shall not permit any press, media, signage, or public disclosure relating to its use of the Property without the prior written consent of Property Owner.

XI. DISPUTE RESOLUTION.

In the event of any dispute arising under this License, the parties shall first attempt in good faith to resolve the matter through informal negotiations. If the dispute cannot be resolved within fifteen (15) days, the parties agree to participate in non-binding mediation conducted in Williamson County, Texas. If mediation is unsuccessful, either party may pursue legal action, and exclusive venue shall lie in the state courts of Williamson County, Texas.

[signature page immediately following]

This Property Use License is executed by the parties to be effective as of the Effective Date first set forth above:

Williamson County, Texas

By: _____
Judge Steve Snell, County Judge
or Presiding Officer

Property Owner:

Titan Leander Land Investors, LLC

By: Titan Property Management, LLC

By: _____
Ben F. Spencer, Manager

Commissioners Court - Regular Session **42.**

Meeting Date: 10/07/2025

Award of RFP #25RFP66 Plumbing 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 awarding RFP #25RFP66 Plumbing Services to Coppera, LLC, as the back-up contract in the amount of One Million Dollars ($1,000,000.00), and authorize execution of the agreement.

Background

Williamson County sent out eight hundred forty-nine (849) notifications and received five (5) submissions. The evaluation committee is recommending that Coppera, LLC be awarded as the backup service provider for RFP # 25RFP66 Plumbing Services to provide plumbing services on an as-needed basis for Williamson County's owned premises. If the primary service provider is unable to provide services, then the end user has the option to cancel that order and place the order with the back-up service provider. This contract takes effect October 1, 2025, and continues until September 30, 2027, and may renew for up to four (4) additional one-year terms. The funding source is as needed, per department, per budget. Origination #2611 and the point of contact is Christi Stromberg with Facilities Management.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Master Service Agreement

Recommendation Letter

Eval Score Sheet Redacted

Price Scoresheet

Form 1295 Coppera LLC Complete

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	09/30/2025 10:42 AM
Form Started By: Michelle McKinney		Started On: 09/24/2025 04:37 PM
Final Approval Date: 09/30/2025		

WILLIAMSON COUNTY
MASTER SERVICES AGREEMENT
COPPERA, LLC.
(25RFP66)

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

THIS MASTER SERVICES AGREEMENT (hereinafter "MSA") is made and entered into by and between **Williamson County, Texas** ("County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Coppera, 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 described herein pursuant to the following terms, conditions, and restrictions:

I.

Services: Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he, she, or it is not an employee of the County. The service includes plumbing maintenance and repair services on various County buildings, as specified in County's solicitation documents (25RFP66). Related services will be outlined in a Statement of Work ("SOW") to be provided by Service Provider upon the direction and approval 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 25RFP66. The Service Provider shall, upon written request (including electronic) provide proof of valid licensure.

II.

Effective Date and Term: This MSA shall be in full force and effect as of October 1, 2025, and shall continue until September 30, 2027 ("Initial Term"), or when terminated pursuant to this MSA, whichever event occurs first. At the end of the Initial Term, the Parties upon mutual agreement shall have the option to renew this MSA, for up to four (4) additional one-year (1) terms, with the terms and conditions remaining the same.

III.

Consideration and Compensation: Service Provider will be compensated based on a fixed sum as set out in the Fee Schedule ("Exhibit A"). The not-to-exceed amount shall be One Million Dollars ($1,000,000.00) per fiscal year, unless amended and approved by Williamson County Commissioners Court.

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

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

IV.

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

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

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

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

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

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

"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 the 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.

V.

No Agency Relationship & Indemnification: It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with the County, nor shall

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

VI.

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

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

VII.

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

for any reason are hereby deleted.

VIII.

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

IX.

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

X.

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

XI.

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

XII.

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

XIII.

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

XIV.

No Assignment: Service Provider may not assign this MSA, without written consent of the County.

XV.

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

XVI.

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

XVII.

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

XVIII.

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

XIX.

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

XX.

Authorized Expenses: In the event County authorizes, in advance and in writing, reimbursement of non-labor expenses related to the services subject of this MSA, County will pay such actual non-labor expenses in strict accordance with the Williamson County Vendor Reimbursement Policy (as amended), which is incorporated into and made a part of this MSA by reference. The Williamson County Vendor Reimbursement Policy can be found at:

WilliamsonCountyVendorReimbursementPolicyMarch2023.pdf (wilco.org). Invoices requesting reimbursement for authorized non-labor expenses must be accompanied by copies of the provider's invoice and clearly set forth the actual cost of the expenses, without markup.

XXI.

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

A. Fee Schedule ("Exhibit A");
B. County's Solicitation Documents (25RFP66);
C. Service Provider's Responsive Documents; and
D. Insurance certificates evidencing coverages required herein above.

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

XXII.

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

SIGNATURES TO FOLLOW

WILLIAMSON COUNTY:

_____
Authorized Signature

_____
County Judge/Presiding Officer

Date: _____ ____, 20____

SERVICE PROVIDER:

Coppera
Name of Service Provider

Ryan Miller
Authorized Signature

Ryan Miller
Printed Name

Date: September 16, 2025

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Sep 22 2025 Time: 11:34 am

Reviewed by Contract Audit
Joel Brophy
Internal Audit Director
Williamson County Auditor's Office
Date: Sep 22 2025 Time: 10:00 am

Exhibit A

Respondent Legal Entity Name: Coppera

This attachment shall be completed and returned with the applicant response. Failure to return this completed attachment will result in the disqualification of the response.

Respondent shall submit a Compensation and Fee Schedule with a full list of all personnel titles and the hourly billing rate for each discipline which shall be incorporated into its award contract. Rates shall remain firm throughout the term of this award contract purchase agreement. This compensation and fee scheduled shall be used to establish fixed prices for services by purchase order.

After award and as individual projects are identified, awarded Successful Respondent will be requested to submit a fee proposal detailing the total fee for providing the Services for the specific project expressed as a "not to exceed" amount, the number of hours (by specialty in accordance with the approved fee schedule), and the total anticipated amount for reimbursable expenses. Successful Respondent shall be responsible for all expenses associated with the work identified in the purchase order. (Labor, equipment, materials, travel, etc.). Final work order proposal, including all expenses for each individual work orders will be negotiated and approved at time of award of each work order and shall become a "fixed price" work order.

Section A: Compensation and Fee Schedule

	Labor Rates				
Personnel Level	**Regular Hours (6:00 am – 6:00 pm)**	**After Regular Hours (6:01 pm – 5:59 am)**	**Weekends or County approved Holidays**	**Emergency Response during Regular Hours**	**Emergency Response on After Regular Hours / Weekends or Approved Holidays**
Supervisor	$	$	$	$	$
Master Plumber	$ 145	$ 217.50	$ 425	$ 300	$ 425
Journeyman Plumber	$ 130	$ 195	$ 391	$ 270	$ 391
Apprentice/Helper Plumber	$ 95	$ 142.50	$ 161.50	$ 145	$ 161.50
Subcontractors	$	$	$		

Section B: Primary Contact Information

Emergency Contact Personnel:	Joey Sprouse
Business Hours Phone Number:	512-365-1838
After Hours/Emergency Phone Number:	737-414-3255
Email Address:	Joey.sprouse@copperaco.com

Section C: Backflow Preventer Test

Flat fee for backflow preventer testing, travel, tools, labor, and third-party reporting, per unit $ 825

Section D: All materials and labor must be accounted for in the pricing table below.

Materials - Remedial Repairs	
Materials not covered under scheduled service:	
*	Contractor may invoice for parts and materials on a cost-plus basis. The contactor may invoice at 25 % markup.
**	Contractor may invoice for equipment rental on a cost-plus basis. The contactor may invoice at 25 % markup.
***	Invoice(s) for work performed shall require a copy of the parts and materials receipt to be included when the total, including mark-up, exceeds $500.00.
****	Williamson County reserves the right to request from Contractor any documentation that reflects price for verification purposes.
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 Contractor invoice.	

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

Williamson County Facilities
3101 SE Inner Loop
Georgetown, Texas 78626
512-943-1599
facilities@wilcotx.gov

August 19, 2025

To: Williamson County Purchasing Department

Re: 25RFP66- Plumbing Maintenance & Repair Services
Recommendation of Agreement Award

The RFP Evaluation Committee recommends awarding the primary contract for plumbing services to 5-F Mechanical Group, Inc. and the back-up contract to Coppera, LLC. This evaluation is based on all criteria outlined in 25RFP66 – Plumbing Maintenance & Repair Services. Proposal pricing is within budget for these services.

5-F Mechanical Group, Inc., headquartered in Austin, Texas, has provided commercial mechanical and plumbing services since 1994. The company offers a full range of plumbing solutions, including emergency repairs and preventative maintenance, and is available 24 hours a day, 365 days a year. 5-F Mechanical Group, Inc. is licensed by the Texas State Board of Plumbing Examiners (TSBPE) and employs a team of OSHA-certified, licensed plumbers with extensive experience with over 50 years in the plumbing and mechanical trade. The company has successfully completed projects for various governmental entities and municipalities throughout Central Texas, including ongoing work for Williamson County, demonstrating reliability, technical expertise, and regulatory compliance.

Coppera, LLC, headquartered in Taylor, Texas, has over 14 years of experience in commercial plumbing, including repairs, retrofits, and maintenance for public-sector clients. The company is licensed by the TSBPE and employs a team of licensed, OSHA-certified plumbers, led by a TSBPE-certified Responsible Master Plumber. Coppera has a strong track record managing complex projects requiring coordination with public authorities, county inspectors, and permitting offices. They have successfully completed a wide range of plumbing projects for governmental entities across Central Texas.

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

Williamson County 25RFP66- Williamson County Plumbing Services for Williamson County, Texas Evaluation Date Monday August 11, 2025 @ 9:00 am Evaluation Criteria	Max Points	5F Mechanical Group, Inc	Coppera, LLC	DOHO Resources, LLC	Freddy's Make Ready & Home Remodeling, LLC	LPC Industries, LLC
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	Pass	Pass	Pass
Relevent Experience and Qualifications •Attachment C-Transmittal Letter, •Attachment E-Executive Summary, •Attachment H-Similar Contracts	35	35	30	10	5	12
Price •Attachment F-Pricing Sheet	30	20	7	16	27	11
Proposed Methodology •Attachment M-Proposed Methodology	20	20	17	10	15	15
References, Experiences, Reputation, and Compliance •Attachment G-Proposal References, •Attachment I-Cancelled or Terminated Contracts	15	6	6	0	3	0
Total	100	81	60	36	50	38

[redacted]

Labor Rates	5-F Mechanical Group	Coopera, LLC	Doho Resources, LLC	Freddy Make Ready	LPC Services
Regular Hourly					
Supervisor	$ 101.97	Not Available	Not Available	$ 35.00	$ 110.00
Master Plumber	$ 101.97	$ 250.00	Not Available	$ 55.00	$ 110.00
Journeyman Plumber	$ 101.97	$ 230.00	$ 200.00	$ 36.00	$ 110.00
Apprentice/Helper Plumber	$ 61.80	$ 95.00	Not Available	$ 18.50	$ 75.00
Subcontractors	$Cost + 20%	Not Available	Not Available	$ 45.00	Not Available
After Hrs.					
Supervisor	$ 152.96	Not Available	Not Available	$ 39.00	$ 165.00
Master Plumber	$ 152.96	$ 375.00	Not Available	$ 61.00	$ 165.00
Journeyman Plumber	$ 152.96	$ 345.00	$ 250.00	$ 40.00	$ 165.00
Apprentice/Helper Plumber	$ 92.70	$ 142.50	Not Available	$ 20.00	$ 112.50
Subcontractors	$Cost + 20%	Not Available	Not Available	$ 50.00	Not Available
Weekends					
Supervisor	$ 178.71	Not Available	Not Available	$ 52.50	$ 165.00
Master Plumber	$ 178.71	$ 425.00	Not Available	$ 82.50	$ 165.00
Journeyman Plumber	$ 178.71	$ 391.00	Not Available	$ 54.00	$ 165.00
Apprentice/Helper Plumber	$ 108.15	$ 161.50	Not Available	$ 27.75	$ 112.50
Subcontractors	$Cost + 20%	Not Available	Not Available	$ 67.50	Not Available
Emergency Regular					
Supervisor	$ 101.97	Not Available	Not Available	$ 70.00	$ 110.00
Master Plumber	$ 101.97	$ 300.00	Not Available	$ 110.00	$ 110.00
Journeyman Plumber	$ 101.97	$ 270.00	Not Available	$ 72.00	$ 110.00
Apprentice/Helper Plumber	$ 61.80	$ 145.00	Not Available	$ 37.00	$ 75.00
Emergency After Hrs. & Weekends					
Supervisor	$ 178.71	Not Available	Not Available	$ 90.00	$ 165.00
Master Plumber	$ 178.71	$ 425.00	Not Available	$ 135.00	$ 165.00
Journeyman Plumber	$ 178.71	$ 391.00	Not Available	$ 95.00	$ 165.00
Apprentice/Helper Plumber	$ 108.15	$ 161.50	Not Available	$ 46.00	$ 112.50
Backflow Test Fee	$ 228.94	$ 825.00	$ 250.00	$ 280.00	$ 600.00
Mark-up % Parts & Materials	20%	25%	Not Available	15%	30%
Mark-Up % Equipment Rental	20%	25%	Not Available	18%	30%
Regular Labor Hr. Rate Points	11	5	5	30	10
Backflow Rate Points	30	8	27	25	11
Price Points	**20**	**7**	**16**	**27**	**11**

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:
2025-1363931

Date Filed:
09/16/2025

Date Acknowledged:

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

Coppera
Taylor, TX United States

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

Wilco Purchasing

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

25RFP66
Plumbing Master Service Agreement

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 Ryan Miller, and my date of birth is [redacted].

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

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

Executed in Williamson County, State of Texas, on the 16 day of September (month), 2025 (year).

Ryan Miller

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:
2025-1363931

Date Filed:
09/16/2025

Date Acknowledged:
09/24/2025

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

Coppera
Taylor, TX United States

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

Wilco Purchasing

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

25RFP66
Plumbing Master Service Agreement

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 **43.**

Meeting Date: 10/07/2025

Lake Creek Annex-Levy Dykema-Amendment No. 1 to Supplemental Agreement No. 1

Submitted For: Dale Butler **Submitted By:** Christy Matoska, Facilities Managemen

Department: Facilities Management

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on Amendment No. 1 to the Supplemental Agreement No. 1 to The Agreement for Design & Engineering Services between Williamson County and Levy Dykema being dated May 6, 2025, relating to the Lake Creek Annex project.

Background

This Amendment No. 1 to the Supplemental Agreement No. 1 to The Agreement for Design & Engineering Services is made to add additional time and compensate Levy Dykema for additional services requested by Williamson County for design development and construction documents. The revised completion date is January 30th, 2026.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Lake Creek Annex_Levy Dykema_A1 to SA1

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	10/01/2025 08:51 AM
County Judge Exec Asst.	Andrea Schiele	10/01/2025 11:49 AM
Form Started By: Christy Matoska		Started On: 09/29/2025 11:26 AM
Final Approval Date: 10/01/2025		

AMENDMENT NO. 1 TO SUPPLEMENTAL AGREEMENT NO. 1 TO THE AGREEMENT FOR DESIGN & ENGINEERING SERVICES

PROJECT: Lake Creek Annex ("Project")

ARCHITECT / ENGINEER: Levy Architects, PLLC dba Levy Dykema("A/E")
Matt Catterall, Principal
620 Congress Ave, Suite 100
Austin, TX 78701

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

THIS AMENDMENT NO. 1 TO SUPPLEMENTAL AGREEMENT NO. 1 TO THE AGREEMENT FOR DESIGN AND ENGINEERING SERVICES ("Amendment No. 1"), effective as of the latest date of the signatories indicated at the conclusion of this document (the "Effective Date"), is made pursuant to the terms and conditions of said Agreement by and between Williamson County, Texas, a 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, County and A/E previously executed that certain Agreement for Design & Engineering Services being dated effective May 6th, 2025 ("Agreement");

WHEREAS, County and A/E thereafter executed a Supplemental Agreement No. 1 to the Agreement, being dated effective July 22nd, 2025 ("Supplemental Agreement No. 1"), wherein A/E agreed to provide to County Additional Services in relation to the Project;

WHEREAS, in accordance with Article 7 and Article 20 of the Agreement, County and A/E now wish to amend the scope, compensation and time for performance of the Additional Services under Supplemental Agreement No. 1, as fully set forth herein;

WHEREAS, it has become necessary to supplement, modify and amend the Supplemental Agreement No. 1 in accordance with the provisions thereof.

SUPPLEMENTAL AGREEMENT

NOW, THEREFORE, premises considered, County and A/E agree as follows:

AMENDMENT To EXHIBIT A – Scope of Additional Services

The Scope of Additional Services shall be amended and include the following:

Architectural /Consultant Services:
Phase II - Design Development/Envelope & Roofing
Architectural Services $ 170,080
Waterproofing Consultant $ 7,300
MEP Services $ 35,000
Cost Estimator $ 10,000
Total Phase II $222,380

Phase III - Construction Documents
Architectural Services $ 111,711
MEP Services $ 50,300
Cost Estimator $ 12,500
Structural Services $ 5,700
Total Phase III $180,211

ARTICLE 2
COMPENSATION FOR ADDITIONAL SERVICES

Article 2 of Supplemental Agreement No. 1 shall be amended and replaced in its entirety by the following:

In accordance with the terms and conditions of the Agreement, County hereby agrees to pay A/E **Five Hundred Twenty-Nine Thousand Six Hundred Eighty-Five Dollars ($529,685)**.

ARTICLE 3
TIME FOR PERFORMANCE OF ADDITIONAL SERVICES

Article 3 of Supplemental Agreement No. 1 shall be amended and replaced in its entirety by the following:

A/E hereby agrees to provide the Additional Services by or before January 30th, 2026.

ARTICLE 4
TERMS OF AGREEMENT & EXTENT OF AMENDMENT NO. 1

All Additional Services described herein will be performed in accordance with the terms and conditions of the Agreement. All other terms of the Agreement and Supplemental Agreement No. 1, and any prior amendments thereto which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

IN WITNESS WHEREOF, County has caused this Amendment No. 1 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 AMENDMENT NO. 1, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

A/E:
Levy Architects, PLLC dba Levy Dykema

By: _____
Signature

Phillip Reed, FAIA
Printed Name

Principal
Title

Date Signed: 09/26/2025

COUNTY:
Williamson County, Texas

By: _____
Signature

_____
Printed Name

_____
Title

Date Signed: _____

Commissioners Court - Regular Session **44.**

Meeting Date: 10/07/2025

Lake Creek Annex-Levy Dykema-Amendment No. 1

Submitted For: Dale Butler **Submitted By:** Christy Matoska, Facilities Managemen

Department: Facilities Management

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on Amendment No. 1 to the Agreement for Design & Engineering Services between Williamson County and Levy Dykema being dated May 6, 2025 relating to the Lake Creek Annex project.

Background

This Amendment No. 1 to The Agreement for Design & Engineering Services is made to amend the production schedule for Levy Dykema from July 24th, 2025, to January 30th, 2026.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Lake Creek Annex_Levy Dykema_A1

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	10/01/2025 08:51 AM
County Judge Exec Asst.	Andrea Schiele	10/01/2025 11:49 AM
Form Started By: Christy Matoska		Started On: 09/29/2025 12:43 PM
Final Approval Date: 10/01/2025		

AMENDMENT NO. 1
TO
AGREEMENT FOR DESIGN & ENGINEERING SERVICES

PROJECT: Lake Creek Annex ("Project")

ARCHITECT / ENGINEER: Levy Architects, PLLC dba Levy Dykema ("A/E")
Matt Catterall, Principal
620 Congress Ave, Suite 100
Austin, TX 78701

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

THIS AMENDMENT NO. 1 THE AGREEMENT FOR DESIGN & ENGINEERING SERVICES ("Amendment No. 1") is by and between Williamson County, Texas 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, County and A/E previously executed that certain Agreement for Design & Engineering Services being dated effective May 6th, 2025 ("Agreement");

WHEREAS, pursuant to Article 20 of Agreement, the terms of the Agreement may be modified by a written, fully executed Contract Amendment;

WHEREAS, the parties wish to amend the language relating to **Production Schedule** under **Exhibit C** of the Agreement**;** and,

WHEREAS, it has become necessary to modify and amend the Agreement in accordance with the provisions thereof.

NOW, THEREFORE, premises considered, County and A/E agree that the Agreement is modified and amended as follows:

I. Amendment to Exhibit C – Production Schedule

The Agreement Termination date set forth in Exhibit C - Production Schedule of the Agreement shall be amended and changed from July 24th, 2025, to the new Agreement Termination date of January 30th, 2026.

II. Terms of Agreement Control and Extent of Amendment No. 1

All other terms of the Agreement and any prior amendments thereto which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

IN WITNESS WHEREOF, County and A/E have executed this Amendment No. 1, in duplicate, to be effective as of the date of the last party's execution below.

A/E:
Levy Architects, PLLC dba Levy Dykema

By: _____
Signature

Phillip Reed, FAIA
Printed Name

Principal
Title

09/26/2025
Date Signed: _____

COUNTY:
Williamson County, Texas

By: _____

Printed Name

Title

Date Signed: _____

ATTACHMENT C

PRODUCTION SCHEDULE

A/E agrees to complete the additional services called for in **Attachment A** of this Supplemental Agreement within **one hundred twenty-two (122) calendar days** from the date of the Supplemental Agreement.

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

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

Supplemental Agreement Execution Date	**09/30/25**
Phase I - SCHEMATIC DESIGN COMPLETED	
Preliminary Scope and Budget analysis deliverables	05/29/25
30% Plans, Specifications and Estimate deliverables	06/27/25
County written authorization to proceed to next phase	07/11/25
Phase II - DESIGN DEVELOPMENT	
60% Plans, Specifications and Estimate deliverables	11/12/25
County written authorization to proceed to next phase	11/18/25
Phase III - CONSTRUCTION DOCUMENTS	
Site Development Plans application submittal to City	12/08/25
Complete Plans, Specifications and Estimate deliverables	12/30/25
County written authorization to proceed to next phase	01/06/26
All services shall be complete on, or before:	**01/30/26**

Meeting Date: 10/07/2025

Award of IFB #25IFB79 Limestone Rock Asphalt to Vulcan Construction Materials, LLC for Road and Bridge Department

Submitted For: Joy Simonton **Submitted By:** Fernando Ramirez, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding IFB #25IFB79 Limestone Rock Asphalt to Vulcan Construction Materials, LLC based on lowest and best bid for a particular location or type of material for Road and Bridge Department with the initial 12-month term of 11/14/2025 - 11/14/2026.

Background

Williamson County sent out one thousand two hundred twenty-five (1,225) notifications with thirty-one (31) document takers and received four (4) responses. Williamson County received bids from qualified companies for the purchase and delivery of Limestone Rock Asphalt for Construction Maintenance of Highways, Streets and Bridges on an as-needed basis. The approved budget for this commodity is $2,500,000.00. The solicitation documents and vendor's bid will serve as the contract documents. Funding source: 01.0200.0210.003550. The point of contact is Kelly Murphy. The vendor is publicly traded, 1295 is not required.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Recommendation Letter

All Bid Submittals

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	09/29/2025 08:24 PM
Form Started By: Fernando Ramirez		Started On: 09/22/2025 03:26 PM
Final Approval Date: 09/29/2025		

September 15, 2025

Ms. Joy Simonton
Director/Purchasing Agent
Williamson County Purchasing Department
100 Wilco Way, Suite P101
Georgetown, Texas 78626

Subject: Recommendation for IFB #25IFB79 – Limestone Rock Asphalt

After reviewing all the pertinent information, we recommend awarding the 25IFB79 Limestone Rock Asphalt bid to Martin Marietta and Vulcan Construction Materials, LLC based on lowest and best bid for a particular location or type of material.

Please feel free to contact me if you have any questions or concerns.

Sincerely,

Matt Williamson, PE
Director of Road & Bridge
Williamson County, TX

LIMESTONE ROCK ASPHALT

Vulcan Construction Materials, LLC

Item #	Item Description	Quantity	Unit	Delivery Site*	Unit Pricing** Delivered
1.0	Limestone Rock Asphalt TX DOT ITEM # 330 SAC B Type AA	5000	TONS	Georgetown*	$118.57
1.1	Limestone Rock Asphalt TX DOT ITEM # 330 SAC B Type A	500	TONS	Georgetown*	$118.57
1.2	Limestone Rock Asphalt TX DOT ITEM # 330 SAC B Type B	500	TONS	Georgetown*	$118.57
1.3	Limestone Rock Asphalt TX DOT ITEM # 330 SAC B Type C	500	TONS	Georgetown*	$118.57
1.4	Limestone Rock Asphalt TX DOT ITEM # 330 SAC B Type D	17500	TONS	Georgetown*	$118.57

****Fuel Surchage will be applied**

*Delivery location: 1400 NE Inner Loop, Georgetown, TX 78626

** The material unit price is full compensation for materials, delivery, equipment, labor, tools, and incidentals, UNLESS a fuel surcharge table and/or mileage rate table is submitted with the bid.

Vulcan Construction Materials, LLC

Truck Fuel Surcharge

As we start the 2022 year, our industry continues to work through many different challenges. One of the major challenges we are facing is the availability and rising costs of trucking. Accordingly, we are implementing the below trucking fuel surcharges that will go into effect March 1, 2022 for Texas.

The fuel surcharge will go into effect when the price of on-road diesel surpasses the $3.24 mark on the EIA Gulf Coast PADD 3 index. The freight rate will be increased by 1% for every $.10 move in the price of fuel, starting at $3.25 per gallon. The surcharge will be updated on the last Tuesday of every month.

Note: The fuel surcharge will be a 100% pass through to the hauler

To check the current price please go to http://www.eia.gov/petroleum/gasdiesel and check the Gulf Coast region table

SWD Fuel Surcharge Table					
Fuel Price					
$3.25 - $3.34	1%	$4.75 - $4.84	16%	$6.25 - $6.34	31%
$3.35 - $3.44	2%	$4.85 - $4.94	17%	$6.35 - $6.44	32%
$3.45 - $3.54	3%	$4.95 - $5.04	18%	$6.45 - $6.54	33%
$3.55 - $3.64	4%	$5.05 - $5.14	19%	$6.55 - $6.64	34%
$3.65 - $3.74	5%	$5.15 - $5.24	20%	$6.65 - $6.74	35%
$3.75 - $3.84	6%	$5.25 - $5.34	21%	$6.75 - $6.84	36%
$3.85 - $3.94	7%	$5.35 - $5.44	22%	$6.85 - $6.94	37%
$3.95 - $4.04	8%	$5.45 - $5.54	23%	$6.95 - $7.04	38%
$4.05 - $4.14	9%	$5.55 - $5.64	24%	$7.05 - $7.14	39%
$4.15 - $4.24	10%	$5.65 - $5.74	25%	$7.15 - $7.24	40%
$4.25 - $4.34	11%	$5.75 - $5.84	26%	$7.25 - $7.34	41%
$4.35 - $4.44	12%	$5.85 - $5.94	27%	$7.35 - $7.44	42%
$4.45 - $4.54	13%	$5.95 - $6.04	28%	$7.45 - $7.54	43%
$4.55 - $4.64	14%	$6.05 - $6.14	29%	$7.55 - $7.64	44%
$4.65 - $4.74	15%	$6.15 - $6.24	30%	$7.65 - $7.74	45%

If you have questions or concerns about existing projects or bids, please contact your local sales representative.

Paul Madewell
Director of Transportation
Statewide Transport LLC.
Vulcan Logistics

LIMESTONE ROCK ASPHALT

MARTIN MARIETTA

Item #	Item Description	Quantity	Unit	Delivery Site*	Unit Pricing** Delivered
1.0	Limestone Rock Asphalt TX DOT ITEM # 330 SAC B Type AA	5000	TONS	Georgetown*	$116.67
1.1	Limestone Rock Asphalt TX DOT ITEM # 330 SAC B Type A	500	TONS	Georgetown*	$116.67
1.2	Limestone Rock Asphalt TX DOT ITEM # 330 SAC B Type B	500	TONS	Georgetown*	$116.67
1.3	Limestone Rock Asphalt TX DOT ITEM # 330 SAC B Type C	500	TONS	Georgetown*	$116.67
1.4	Limestone Rock Asphalt TX DOT ITEM # 330 SAC B Type D	17500	TONS	Georgetown*	$116.67

*Delivery location: **1400 NE Inner Loop, Georgetown, TX 78626**

** The material unit price is full compensation for materials, delivery, equipment, labor, tools, and incidentals, UNLESS a fuel surcharge table and/or mileage rate table is submitted with the bid.

LIMESTONE ROCK ASPHALT

Blades Group LLC

Item #	Item Description	Quantity	Unit	Delivery Site*	Unit Pricing** Delivered
1.0	Limestone Rock Asphalt TX DOT ITEM # 330 SAC B Type AA	5000	TONS	Georgetown*	
1.1	Limestone Rock Asphalt TX DOT ITEM # 330 SAC B Type A	500	TONS	Georgetown*	
1.2	Limestone Rock Asphalt TX DOT ITEM # 330 SAC B Type B	500	TONS	Georgetown*	
1.3	Limestone Rock Asphalt TX DOT ITEM # 330 SAC B Type C	500	TONS	Georgetown*	
1.4	Limestone Rock Asphalt TX DOT ITEM # 330 SAC B Type D	17500	TONS	Georgetown*	$187.71 / ton

*Delivery location: 1400 NE Inner Loop, Georgetown, TX 78626

** The material unit price is full compensation for materials, delivery, equipment, labor, tools, and incidentals, UNLESS a fuel surcharge table and/or mileage rate table is submitted with the bid.

LIMESTONE ROCK ASPHALT

Greenville Enterprises LLC

Item #	Item Description	Quantity	Unit	Delivery Site*	Unit Pricing** Delivered
1.0	Limestone Rock Asphalt TX DOT ITEM # 330 SAC B Type AA	5000	TONS	Georgetown*	$210.00
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** The material unit price is full compensation for materials, delivery, equipment, labor, tools, and incidentals, UNLESS a fuel surcharge table and/or mileage rate table is submitted with the bid.

Commissioners Court - Regular Session **46.**

Meeting Date: 10/07/2025

Award of IFB #25IFB79 Limestone Rock Asphalt to Martin Marietta for Road and Bridge Department

Submitted For: Joy Simonton **Submitted By:** Fernando Ramirez, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding IFB #25IFB79 Limestone Rock Asphalt to Martin Marietta based on lowest and best bid for a particular location or type of material for Road and Bridge Department with the initial 12-month term of 11/14/2025 - 11/14/2026.

Background

Williamson County sent out one thousand two hundred twenty-five (1,225) notifications with thirty-one (31) document takers and received four (4) submittals. Williamson County received bids from qualified companies for the purchase and delivery of Limestone Rock Asphalt for Construction Maintenance of Highways, Streets and Bridges on an as needed basis. The approved budget for this commodity is $2,500,000.00. The solicitation documents and vendor's bid will serve as the contract documents. Funding source: 01.0200.0210.003550. The point of contact is Kelly Murphy.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Recommendation Letter

All Bid Submittals

Form 1295

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	09/29/2025 08:28 PM
Form Started By: Fernando Ramirez		Started On: 09/22/2025 03:48 PM
Final Approval Date: 09/29/2025		

September 15, 2025

Ms. Joy Simonton
Director/Purchasing Agent
Williamson County Purchasing Department
100 Wilco Way, Suite P101
Georgetown, Texas 78626

Subject: Recommendation for IFB #25IFB79 – Limestone Rock Asphalt

After reviewing all the pertinent information, we recommend awarding the 25IFB79 Limestone Rock Asphalt bid to Martin Marietta and Vulcan Construction Materials, LLC based on lowest and best bid for a particular location or type of material.

Please feel free to contact me if you have any questions or concerns.

Sincerely,

Matt Williamson, PE
Director of Road & Bridge
Williamson County, TX

LIMESTONE ROCK ASPHALT

MARTIN MARIETTA

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As we start the 2022 year, our industry continues to work through many different challenges. One of the major challenges we are facing is the availability and rising costs of trucking. Accordingly, we are implementing the below trucking fuel surcharges that will go into effect March 1, 2022 for Texas.

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If you have questions or concerns about existing projects or bids, please contact your local sales representative.

Paul Madewell
Director of Transportation
Statewide Transport LLC.
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LIMESTONE ROCK ASPHALT

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*Delivery location: 1400 NE Inner Loop, Georgetown, TX 78626

** The material unit price is full compensation for materials, delivery, equipment, labor, tools, and incidentals, UNLESS a fuel surcharge table and/or mileage rate table is submitted with the bid.

LIMESTONE ROCK ASPHALT

Greenville Enterprises LLC

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*Delivery location: 1400 NE Inner Loop, Georgetown, TX 78626

** The material unit price is full compensation for materials, delivery, equipment, labor, tools, and incidentals, UNLESS a fuel surcharge table and/or mileage rate table is submitted with the bid.

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:
2025-1366796

Date Filed:
09/22/2025

Date Acknowledged:
09/23/2025

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

Martin Marietta
Raleigh, NC 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.

25IFB79
Limestone Rock Asphalt

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

Certificate Number:
2025-1366796

Date Filed:
09/22/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Martin Marietta
Raleigh, NC United States

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WILLIAMSON COUNTY

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25IFB79
Limestone Rock Asphalt

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 Eduardo Aldape, and my date of birth is [redacted].

My address is [redacted], [redacted] (city), TX (state), 78249 (zip code), USA (country).

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

Executed in Bexar County, State of Texas, on the 22 day of September (month), 20 25 (year).

Eduardo Aldape
Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **47.**

Meeting Date: 10/07/2025

Award of RFSQ #25RFSQ81 for Engineering Services for SH 95 Planning to LJA Engineering, Inc. for R&B/HNTB

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 #25RFSQ81 Engineering Services for SH 95 Planning to LJA Engineering, Inc., in the maximum amount payable of Nine Hundred Thousand Dollars ($900,000.00), and authorize execution of this agreement, the funding source is Road Bonds P729.

Background

Williamson County sent out Two Thousand Six Hundred (2,600) notifications with One Hundred Fifty-Nine (159) document takers and received Seventeen (17) submittals. Williamson County solicited qualifications from engineering firms interested in providing engineering services to assist Williamson County staff in the development of schematics and possible design of corridor improvements to SH 95 within Williamson County. Recommendation is based on the high-scoring respondents after evaluations. The funding source is P729, and the point of contact is Bob Daigh.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

25RFSQ81 LJA Engineering Agreement REDACTED

25RFSQ81 SH 95 Planning Score Sheet

Recommendation Letter 25RFSQ81

1295 Form LJA Engineering Inc REDACTED

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	09/29/2025 08:39 PM
Form Started By: Vickie Johnson		Started On: 09/25/2025 08:49 AM
Final Approval Date: 09/29/2025		

WILLIAMSON COUNTY
CONTRACT FOR ENGINEERING SERVICES

FIRM: **LJA Engineering ("Engineer")**
ADDRESS: **2700 La Frontera Blvd, Suite 200**
Round Rock , Texas 78681
PROJECT: **25RFSQ81 SH 95, Segment 2 (Future Samsung Hwy to FM 1660 ("Project")**

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

THIS CONTRACT FOR ENGINEERING SERVICES ("Contract") is made and entered into, effective as the date of the last party's execution hereinbelow, by and between Williamson County, Texas, a political subdivision of the State of Texas, whose offices are located at 710 Main Street, Suite 101, Georgetown, Texas, 78626 (hereinafter referred to as "County"), and Engineer, and such Contract is for the purpose of contracting for professional engineering services.

RECITALS:

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

WHEREAS, County and Engineer desire to contract for such professional engineering services; and

WHEREAS, County and Engineer wish to document their agreement concerning the requirements and respective obligations of the parties;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable considerations, and the covenants and agreements hereinafter contained to be kept and performed by the respective parties hereto, it is agreed as follows:

ARTICLE 1
CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

A. Contract Documents. The Contract Documents consist of this Contract, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Contract), any fully executed Work Authorizations; any fully executed Supplemental Work Authorizations and all fully executed Contract Amendments (as defined herein in Article 14) which are subsequently issued. These form the entire contract, and all are as fully a part of this

Contract as if attached to this Contract or repeated herein.

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

A. TxDOT 2011 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions
B. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2014 or 2024, as applicable and as amended
C. National Environmental Policy Act (NEPA)
D. 2012 Edition of the Texas Accessibility Standards (TAS) regarding the Elimination of Architectural Barriers Program, including latest revisions (see 16 Tex. Admin. Code § 68.100; see also Tex. Gov't Code, Ch. 469), including latest revisions
E. Americans with Disabilities Act (ADA) Regulations
F. U.S. Army Corps Regulations
G. International Building Code, current edition as updated
H. Williamson County Design Criteria & Project Development Manual, latest edition
I. Williamson County Multi-Corridor Transportation Plan Project Level Environmental Review and Compliance Protocol, latest edition
J. Williamson County Protocol for Sustainable Roadsides, latest edition

ARTICLE 2
NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED

A. Non-collusion. Engineer warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for Engineer, to solicit or secure this Contract, and that he/she/it has not paid or agreed to pay any company or engineer any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, County reserves and shall have the right to annul this Contract without liability or, in its discretion and at its sole election, to deduct from the contract price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

B. Debarment Certification. Engineer must sign the Debarment Certification enclosed herewith as **Exhibit A**.

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

ARTICLE 3
ENGINEERING SERVICES

Engineer shall perform Engineering Services as identified in **Exhibit B** entitled "Engineering Services."

County will prepare and issue Work Authorizations, in substantially the same form identified and attached hereto as **Exhibit C** and entitled "Work Authorization No. ____", to authorize the Engineer to perform one or more tasks of the Engineering Services. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, definite review times by County and Engineer of all Engineering Services and a fee amount agreed upon by the County and Engineer. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the Engineer's responsibilities and obligations established in this Contract. The executed Work Authorizations shall become part of this Contract.

All work must be completed on or before the date specified in the Work Authorization. The Engineer shall promptly notify the County of any event which will affect completion of the Work Authorization, although such notification shall not relieve the Engineer from costs or liabilities resulting from delays in completion of the Work Authorization. Should the review times or Engineering Services take longer than shown on the Work Authorization, through no fault of Engineer, Engineer may submit a timely written request for additional time, which shall be subject to the approval of the County. Request for additional time shall be submitted at least 15 business days before termination or expiration of the Work Authorization. Any changes in a Work Authorization shall be enacted by a written Supplemental Work Authorization before additional costs may be incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization.

ARTICLE 4
CONTRACT TERM

A. Term. The Engineer is expected to complete the Engineering Services described herein in accordance with the above-described Work Authorizations or any Supplemental Work Authorization related thereto. If Engineer does not perform the Engineering Services in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall have the right to terminate this Contract as set forth below in Article 20. So long as the County elects not to terminate this Contract, it shall continue from day to day until such time as the Engineering Services are completed in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto. Any Engineering Services performed or costs incurred after the date of termination shall not be eligible for reimbursement. Engineer shall notify County in writing as soon as possible if he/she/it determines, or reasonably anticipates, that the Engineering Services will not be completed on or before the date specified in the Work Authorization or any Supplemental Work Authorization and in full accordance with the terms of the applicable Work Authorization or any Supplemental Work Authorization .

B. Work Authorizations. Engineer acknowledges that each Work Authorization is of critical importance and agrees to undertake all reasonably necessary efforts to expedite the performance of Engineering Services required herein so that construction of the Project will be commenced and completed as scheduled. In this regard, and subject to adjustments in a particular Work Authorization, as provided in Article 3 herein, Engineer shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all Engineering Services required under this Contract in a professional manner.

C. Commencement of Engineering Services. After execution of this Contract, Engineer shall not proceed with Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and has received an executed Work Authorization, which serves as the County's written notice to proceed, as provided in Article 8.

ARTICLE 5
COMPENSATION AND EXPENSES

County shall pay and Engineer agrees to accept up to the amount shown below as full compensation for the Engineering Services performed and to be performed under this Contract. The basis of compensation for the services of principals and employees engaged in the performance of the Engineering Services shall be based on the Rate Schedule set forth in the attached **Exhibit D**.

The maximum amount payable under this Contract, without modification, is **nine hundred thousand Dollars ($900,000.00)** (the "Compensation Cap"), provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the Compensation Cap. The Compensation Cap shall be revised equitably only by written Contract Amendments executed by both parties in the event of a change the overall scope of the Engineering Services set forth in **Exhibit B**, as authorized by County. CAE

The Compensation Cap is based upon all labor and non-labor costs estimated to be required in the performance of the Engineering Services provided for under this Contract. Should the actual costs of all labor and non-labor costs rendered under this Contract be less than the above stated Compensation Cap, then Engineer shall receive compensation for only actual fees and costs of the Engineering Services actually rendered and incurred, which may be less than the above stated Compensation Cap.

The Compensation Cap herein referenced may be adjusted for Additional Engineering Services requested and performed only if mutually approved by a written Contract Amendment signed by both parties.

Engineer shall prepare and submit to County monthly progress reports in sufficient detail to support the progress of the Engineering Services and to support invoices requesting monthly payment. The format for such monthly progress reports and invoices must be in a format acceptable to County. Satisfactory progress of Engineering Services shall be an absolute condition of payment.

Engineer shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Contract in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit E**. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and comply with the Williamson County Vendor Reimbursement Policy. The copies of the provider's invoice must evidence the actual costs billed to Engineer without mark-up.

ARTICLE 6
METHOD OF PAYMENT

Payments to Engineer shall be made while Engineering Services are in progress. Engineer shall prepare and submit to the County's Road Bond Program Manager, as identified herein-below, not more frequently than once per month, a progress report as referenced in Article 5 above. Such progress report shall state the percentage of completion of Engineering Services accomplished for an applicable Work Authorization or any Supplemental Work Authorization related thereto during that billing period and to date. This submittal shall also include a progress assessment report in a form acceptable to the County Auditor.

Simultaneous with submission of each progress report, Engineer shall provide the following documentation through the County's Road Bond Program Manager in a form acceptable to the County Auditor ("Invoice Package"):

(1) One (1) original certified invoice to the County ; and
(2) One (1) original complete packet of supporting documentation and time sheets detailing hours worked by staff persons with a description of the work performed by such persons, their work category, and approved billing rates as set forth in Exhibit D – Rate Schedule as part of this Contract

For Additional Engineering Services performed pursuant to this Contract, a separate Invoice Package of the Additional Engineering Services must be presented with the same aforementioned requirements.

Payments shall be made by County based upon Engineering Services actually provided and performed. **Upon timely receipt of a complete Invoice Package and approval thereof**, County shall make a good faith effort to pay the amount which is due and payable within thirty (30) days of the County Auditor's receipt. **Failure to submit a Complete Invoice Package may delay payments.** County reserves the right to reasonably withhold payment pending verification of satisfactory Engineering Services performed. Engineer has the responsibility to submit proof to County, adequate and sufficient in its determination, that tasks of an applicable Work Authorization or any Supplemental Work Authorization related thereto were completed.

The certified invoices shall show the total amount earned to the date of submission and shall show the amount due and payable as of the date of the current invoice. Final payment does

not relieve Engineer of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

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

ARTICLE 7
PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Engineer will be made within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which the County Auditor receives a correct invoice for services, whichever is later.

Engineer may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, the Engineer's ability to charge a late fee shall not apply in the event:

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

B. The terms of a federal contract, grant, regulation, or statute prevent County from making a timely payment with federal funds; or

C. There is a bona fide dispute between Engineer and a subcontractor/subconsultant or between a subcontractor/subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Engineering Services performed which causes the payment to be late;

D. Engineer's failure to submit a Complete Invoice Package in accordance with the requirements of this Contract; or

E. The Complete Invoice Package is not submitted to the County's Road Bond Program Manager in strict accordance with any necessary instructions or requests provided by the Road Bond Program Manager.

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

ARTICLE 8
COMMENCEMENT OF ENGINEERING SERVICES

The Engineer shall not proceed with any task of the Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and received an executed Work Authorization, which serves as the County's written notice to, to proceed with the applicable Engineering Services. The County shall not be responsible for work performed or costs incurred by Engineer related to any task for which a Work Authorization or a Supplemental Work

Authorization related thereto has not been issued and signed by both parties. Engineer shall not be required to perform any work for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties.

ARTICLE 9
PROJECT TEAM

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

County's Road Bond Program Manager
Attn: Christen Eschberger
HNTB Corporation
101 E. Old Settlers Blvd., Suite 225
Round Rock, Texas 78664_

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

Engineer's Designated Representative for purposes of this Contract is as follows:

LJA Engineering, Inc. – Attn: Derek Bohls, PE
2700 La Frontera Blvd. Suite 200
Round Rock, Texas 78681

Engineer shall have the right, from time to time, to change the Engineer's Designated Representative by giving County written notice thereof. With respect to any action, decision or determination which is to be taken or made by Engineer under this Contract, the Engineer's Designated Representative may take such action or make such decision or determination or shall notify County in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the Engineer's

Designated Representative on behalf of Engineer shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the Engineer's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the Engineer's Designated Representative shall be binding on Engineer. Engineer's Designated Representative shall have the right to modify, amend and execute Work Authorizations, Supplemental Work Authorizations and Contract Amendments on behalf of Engineer.

ARTICLE 10
PROGRESS EVALUATION

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

Should County determine that the progress in Engineering Services does not satisfy an applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall review same with Engineer to determine corrective action required.

Engineer shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Engineering Services, including but not limited to the following:

A. Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of an applicable Work Authorization or any Supplemental Work Authorization related thereto, or preclude the attainment of Project Engineering Services units by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and County assistance needed to resolve the situation, if any; and

B. Favorable developments or events which enable meeting goals sooner than anticipated in relation to an applicable Work Authorization's or any Supplemental Work Authorization related thereto.

ARTICLE 11
SUSPENSION

Should County desire to suspend the Engineering Services, but not to terminate this Contract, then such suspension may be effected by County giving Engineer thirty (30) calendar days' verbal notification followed by written confirmation to that effect. Such thirty-day notice may be waived in writing by agreement and signature of both parties. The Engineering Services may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from County to resume the Engineering Services. Such sixty-day (60) notice may be

waived in writing by agreement and signature of both parties. If this Contract is suspended for more than thirty (30) days, Engineer shall have the option of terminating this Contract and, in the event, Engineer shall be compensated for all Engineering Services performed and reimbursable expenses incurred, provided such Engineering Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

If County suspends the Engineering Services, the contract period as determined in Article 4, and the Work Authorization or any Supplemental Work Authorization related thereto, shall be extended for a time period equal to the suspension period.

County assumes no liability for Engineering Services performed or costs incurred prior to the date authorized by County for Engineer to begin Engineering Services, and/or during periods when Engineering Services is suspended, and/or subsequent to the completion date.

ARTICLE 12
ADDITIONAL ENGINEERING SERVICES

If Engineer forms a reasonable opinion that any work he/she/it has been directed to perform is beyond the overall scope of this Contract, as set forth in **Exhibit B,** and as such constitutes extra work ("Additional Engineering Services"), he/she/it shall promptly notify County in writing through the County's Designated Representative. In the event County finds that such work does constitute Additional Engineering Services, County shall so advise Engineer and a written Contract Amendment will be executed between the parties as provided in Article 14. Any increase to the Compensation Cap due to Additional Engineering Services must be set forth in such Contract Amendment. Engineer shall not perform any proposed Additional Engineering Services nor incur any additional costs prior to the execution, by both parties, of a written Contract Amendment. Following the execution of a Contract Amendment that provides for Additional Engineering Services, a written Work Authorization, which sets forth the Additional Engineering Services to be performed, must be executed by the parties. County shall not be responsible for actions by Engineer nor for any costs incurred by Engineer relating to Additional Engineering Services not directly associated with the performance of the Engineering Services authorized in this Contract, by a fully executed Work Authorization or a fully executed Contract Amendment thereto.

ARTICLE 13
CHANGES IN COMPLETED ENGINEERING SERVICES

If County deems it necessary to request changes to previously satisfactorily completed Engineering Services or parts thereof which involve changes to the original Engineering Services or character of Engineering Services under this Contract, then Engineer shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Engineering Services and paid for as specified under Article 12.

Engineer shall make revisions to Engineering Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by County. No additional compensation shall be due for such Engineering Services.

ARTICLE 14
CONTRACT AMENDMENTS

The terms set out in this Contract may be modified by a written fully executed Contract Amendment. Changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization. To the extent that such changes or modifications to a Work Authorization do not also require modifications to the terms of this Contract (i.e. changes to the overall scope of Engineering Services set forth in **Exhibit B**, modification of the Compensation Cap, etc.) a Contract Amendment will not be required.

ARTICLE 15
USE OF DOCUMENTS

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

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

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

County shall not assign, delegate, sublicense, pledge or otherwise transfer any permission

granted herein to another party without the prior written consent of Engineer. However, County shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of the Engineering Work Products appropriate to and for use in the execution of the Work. Submission or distribution of Engineering Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the Engineering Work Products shall be at County's sole risk and without liability to Engineer and its Engineers.

The parties shall mutually agree to an electronic format for Engineering Work Products or other data, including any special limitations not otherwise provided in this Contract, prior to any such Engineering Work Products or data being submitted electronically by either party to the other party. Upon such agreement between the parties, Engineering Work Products or other data provided in the agreed upon electronic format may be relied upon by the receiving party. In the event the parties cannot agree on an acceptable electronic format, only printed copies of documents conveyed by a party shall be relied upon by the receiving party.

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

ARTICLE 16
PERSONNEL, EQUIPMENT AND MATERIAL

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

ARTICLE 17
SUBCONTRACTING

Engineer shall not assign, subcontract or transfer any portion of the Engineering Services under this Contract without prior written approval from County. All subcontracts shall include the provisions required in this Contract. No subcontract shall relieve Engineer of any responsibilities under this Contract.

ARTICLE 18
REVIEW OF ENGINEERING SERVICES

Engineer's Engineering Services will be reviewed by County under its applicable technical requirements and procedures.

A. Completion. Reports, plans, specifications, and supporting documents shall be submitted by Engineer on or before the dates specified in the applicable Work Authorization or Supplemental Work Authorization related thereto. Upon receipt of same, the submission shall be checked for completion. "Completion" or "Complete" shall be defined as all of the required items, as set out in the applicable Work Authorization, have been included in compliance with the requirements of this Contract. The completeness of any Engineering Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify Engineer in writing within such thirty (30) day period if such Engineering Services have been found to be incomplete. If the submission is Complete, County shall notify Engineer and County's technical review process will begin.

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

B. Acceptance. County shall review the completed Engineering Services for compliance with this Contract. If necessary, the completed Engineering Services shall be returned to Engineer, who shall perform any required Engineering Services and resubmit it to County. This process shall be repeated until the Engineering Services are Accepted. "Acceptance" or "Accepted" shall mean that in the County's reasonable opinion, substantial compliance with the requirements of this Contract has been achieved.

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

D. Errors and Omissions. After Final Approval, Engineer shall, without additional compensation, perform any work required as a result of Engineer's development of the work which is found to be in error or omission due to Engineer's negligence. However, any work required or occasioned for the convenience of County after Final Approval shall be paid for as Additional Engineering Services.

E. Disputes Over Classifications. In the event of any dispute over the classification of Engineer's Engineering Services as Complete, Accepted, or having attained Final Approved under this Contract, the decision of the County shall be final and binding on Engineer, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

F. County's Reliance on Engineer. ENGINEER'S DUTIES AS SET FORTH HEREIN SHALL AT NO TIME BE IN ANY WAY DIMINISHED BY REASON OF ANY REVIEW, EVALUATION OR APPROVAL BY THE COUNTY OR ITS AUTHORIZED REPRESENTATIVE NOR SHALL THE ENGINEER BE RELEASED FROM ANY LIABILITY BY REASON OF SUCH REVIEW, EVALUATION OR APPROVAL

BY THE COUNTY, IT BEING UNDERSTOOD THAT THE COUNTY AT ALL TIMES IS ULTIMATELY RELYING UPON THE ENGINEER'S SKILL, ABILITY AND KNOWLEDGE IN PERFORMING THE ENGINEERING SERVICES REQUIRED HEREUNDER.

ARTICLE 19
VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

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

ARTICLE 20
TERMINATION

This Contract may be terminated as set forth below.

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

B. By County, by notice in writing to Engineer, as a consequence of failure by Engineer to perform the Engineering Services set forth herein in a satisfactory manner.

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

D. By County, for reasons of its own and not subject to the mutual consent of Engineer, upon not less than thirty (30) days' written notice to Engineer.

E. By satisfactory completion of all Engineering Services and obligations described herein.

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

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

The termination of this Contract and payment of an amount in settlement as prescribed

above shall extinguish all rights, duties, and obligations of County under this Contract. If the termination of this Contract is due to the failure of Engineer to fulfill his/her/its contractual obligations, then County may take over the Project and prosecute the Engineering Services to completion. In such case, Engineer shall be liable to County for any additional and reasonable costs incurred by County.

Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Engineer in support of the Engineering Services under this Contract.

ARTICLE 21
COMPLIANCE WITH LAWS

A. Compliance. Engineer shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Contract, including without limitation, minimum/maximum salary and wage statutes and regulations, and licensing laws and regulations. Engineer shall furnish County with satisfactory proof of his/her/its compliance.

Engineer shall further obtain all permits and licenses required in the performance of the Engineering Services contracted for herein.

B. Taxes. Engineer will pay all taxes, if any, required by law arising by virtue of the Engineering Services performed hereunder. County is qualified for exemption pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act.

County agrees to pay the amount of any sales, value added, use, excise or similar taxes applicable to the performance of the Services, if any, or County shall provide Engineer with a certificate acceptable to the taxing authorities exempting County from payment of such taxes.

ARTICLE 22
INDEMNIFICATION

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

ENGINEER FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED

TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM ENGINEER'S FAILURE TO PAY ENGINEER'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY ENGINEER.

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

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

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN ENGINEER IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. ENGINEER SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT ENGINEER, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND REASONABLE ATTORNEYS' FEES INCURRED BY THE COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, PUNITIVE, CONSEQUENTIAL OR INDIRECT DAMAGES RESULTING IN ANY WAY FROM THIS AGREEMENT.

ARTICLE 23
ENGINEER'S RESPONSIBILITIES

Engineer shall be responsible for the accuracy of his/her/its Engineering Services and shall promptly make necessary revisions or corrections to its work product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. County shall determine Engineer's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of Article 33. Engineer shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the Project has been completed.

ARTICLE 24
ENGINEER'S SEAL

The responsible engineer shall sign, seal and date all appropriate engineering submissions to County in accordance with the Texas Engineering Practice Act and the rules of the State Board of Registration for Professional Engineers.

ARTICLE 25
INSURANCE

Engineer must comply with the following insurance requirements at all times during this Contract:

A. Coverage Limits. Engineer, at Engineer's sole cost, shall purchase and maintain during the entire term while this Contract is in effect the following insurance:

1. Worker's Compensation in accordance with statutory requirements.
2. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate.
3. Business Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage of $1,000,000.00 each accident.
4. Professional Liability Insurance in the amount of $2,000,000.00 per claim and annual aggregate.

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

C. 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.

D. 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

E. Insurance Policy Endorsements. Each insurance policy shall include the following conditions by endorsement to the policy:

1. County shall be notified ten (10) days prior to the expiration, cancellation, non-renewal or any material change in coverage, and such notice thereof shall be given to County by certified mail, and by email to:

   Williamson County, Texas
   C/O: Williamson County Risk Management
   301 SE Inner Loop
   Georgetown, TX. 78626
   Email: coi.submission@wilco.org

2. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

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

G. Premiums and Deductible. Engineer shall be responsible for payment of premiums for all of the insurance coverages required under this section. Engineer further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Engineer is responsible hereunder, Engineer shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over $200,000 in the Engineer's insurance must be declared and approved in writing by County in advance.

H. 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.

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

J. Subcontractor/Subconsultant's Insurance. Without limiting any of the other obligations or liabilities of Engineer, Engineer shall require each subcontractor/subconsultant performing work under this Contract (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of this Contract, at the subcontractor/subconsultant's own expense, the same stipulated minimum insurance required in this Article, including the required provisions and additional policy conditions as shown below in this Article. Any requests for consent to reduce any insurance coverage limits requirements for Engineer's subcontractors/subconsultants must be provided to County in writing and must set forth reasoning and justifications for decreasing such coverage limits. County may, at its sole discretion, consent to a reduction in the insurance coverage limits requirements for Engineer's subcontractors/subconsultants; provided, however, consent by County must be in writing and such consent shall not relieve or decrease the liability of Engineer hereunder.

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

K. Cost of Insurance. The cost of all insurance required herein to be secured and maintained by Engineer shall be borne solely by Engineer.

ARTICLE 26
COPYRIGHTS

County shall have the royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any reports developed by Engineer for governmental purposes.

ARTICLE 27
SUCCESSORS AND ASSIGNS

This Contract shall be binding upon and inure to the benefit of the parties hereto, their

successors, lawful assigns, and legal representatives. Engineer may not assign, sublet or transfer any interest in this Contract, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

ARTICLE 28
SEVERABILITY

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

ARTICLE 29
PRIOR AGREEMENTS SUPERSEDED

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

ARTICLE 30
ENGINEER'S ACCOUNTING RECORDS

Engineer agrees to maintain, for a period of three (3) years after final payment under this Contract, detailed records identifying each individual performing the Engineering Services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for verification purposes. Engineer agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Engineer which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Engineer further agrees that County shall have access during normal working hours to all necessary Engineer facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give Engineer reasonable advance notice of intended audits.

ARTICLE 31
NOTICES

All notices to either party by the other required under this Contract shall be personally

delivered or mailed to such party at the following respective addresses:

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

With copy to: Williamson County Road Bond Program Manager
Attn: Christen Eschberger
HNTB Corporation
101 E. Old Settlers Blvd., Suite 225
Round Rock, Texas 78664

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

Engineer: LJA Engineering, Inc. – Attn: Derek Bohls, PE
2700 La Frontera Blvd. Suite 200
Round Rock, Texas 78681

ARTICLE 32
GENERAL PROVISIONS

A. Time is of the Essence. Subject to Article 3 hereof, Engineer understands and agrees that time is of the essence and that any failure of Engineer to complete the Engineering Services for each phase of this Contract within the agreed work schedule set out in the applicable Work Authorization may constitute a material breach of this Contract. Engineer shall be fully responsible for his/her/its delays or for failures to use his/her/its reasonable efforts in accordance with the terms of this Contract and the Engineer's standard of performance as defined herein. Where damage is caused to County due to Engineer's negligent failure to perform County may accordingly withhold, to the extent of such damage, Engineer's payments hereunder without waiver of any of County's additional legal rights or remedies.

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

C. Enforcement and Venue. This Contract shall be enforceable in Georgetown, Williamson County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Contract shall be governed by and construed in accordance with

the laws and court decisions of the State of Texas excluding, however, its choice of law rules.

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

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

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

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

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

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

J. Independent Contractor Relationship. Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed

or construed to be the employees or agents of the other party for any purposes whatsoever.

K. No Waiver of Immunities. Nothing in this Contract shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

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

M. Governing Terms and Conditions. If there is an irreconcilable conflict between the terms and conditions set forth in this Contract or any Contract Amendment and the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract, the terms and conditions set forth in this Contract or any Contract Amendment shall control over the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract.

N. Meaning of Day. For purposes of this Contract, all references to a "day" or "days" shall mean a calendar day or calendar days.

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

ARTICLE 33
DISPUTE RESOLUTION

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

ARTICLE 34
EQUAL OPPORTUNITY IN EMPLOYMENT

During the performance of this Contract and to the extent the Project is a federally funded project, Engineer, for itself, its assignees and successors in interest agrees as follows:

A. Compliance with Regulations. The Engineer shall comply with the Regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

B. Nondiscrimination. The Engineer, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors/subconsultants, including procurements of materials and leases of equipment. The Engineer shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor/subconsultant or supplier shall be notified by the Engineer of the Engineer's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports. The Engineer shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County (referred to in this Article as the "Recipient") or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and

instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the Engineer shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance. In the event of the Engineer's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Engineer under the contract until the Engineer complies, and/or;
2. cancellation, termination or suspension of the Contract, in whole or in part.

F. Incorporation of Provisions. The Engineer shall include the provisions of Subsections (A) through (F) above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor/subconsultant or supplier as a result of such direction, the Engineer may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

SIGNATORY WARRANTY

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

IN WITNESS WHEREOF, County has caused this Contract to be signed in its name by its duly authorized County Judge, as has Engineer, signing by and through its duly authorized representative(s), thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof, to be effective as of the date of the last party's execution below. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

COUNTY

WILLIAMSON COUNTY, TEXAS

By: _____

Printed Name: _____

Title: As Presiding Officer of the Williamson County Commissioners Court

Date: _____ ____, 20_____

ENGINEER

LJA Engineering, Inc.

By: _____

Printed Name: Derek Bohls, PE _

Title: Vice President

Date: _ September 23 , 20 25

APPROVED
By Christen Eschberger at 4:50 pm, Sep 23, 2025

LIST OF EXHIBITS ATTACHED

(1) **Exhibit A** Debarment Certification

(2) **Exhibit B** Engineering Services

(3) **Exhibit C** Work Authorization

(4) **Exhibit D** Rate Schedule

(5) **Exhibit E** Williamson County Vendor Reimbursement Policy

(6) **Exhibit F** Certificates of Insurance

EXHIBIT A
DEBARMENT CERTIFICATION

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that Engineer and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency:

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public* transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity* with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions* terminated for cause or default; and

(e) Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

LJA Engineering, Inc.
Name of Firm



Signature of Certifying Official

Derek Bohls, PE
Printed Name of Certifying Official

Vice President
Title of Certifying Official

September 23, 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 Derek Bohls the Vice President of LJA Engineering, Inc. ,on behalf of said firm.

Notary Public in and for the
State of Texas

My commission expires: 12-22-2025

JULIE DAWN MITCHELL
Notary Public, State of Texas
Comm. Expires 12-22-2025
Notary ID 125213053

EXHIBIT B

ENGINEERING SERVICES

General Work Description: Provide engineering services and planning to develop **SH 95, Segment 2 (Future Samsung Hwy to FM 1660** Planning & Design.

The Engineer may perform any or all of the following tasks listed below, as described in detailin each Work Authorization:

TASK 1 – PROJECT MANAGEMENT

TASK 2 – ROUTE AND DESIGN STUDIES

TASK 3 – PUBLIC INVOLVEMENT

TASK 4 – TRAFFIC EVALUATION AND PROJECTIONS

TASK 5 – SURVEYING

TASK 6 – RIGHT-OF-WAY (ROW) MAPPING

TASK 7 – SCHEMATIC DEVELOPMENT

TASK 8 – DRAINAGE STUDY

TASK 9 – ENVIRONMENTAL STUDIES & DOCUMENTS

TASK 10 – GEOTECHNICAL SERVICES

TASK 11 – PLANS, SPECIFICATIONS AND ESTIMATE (PS&E)

TASK 12 – BIDDING PHASE SERVICES

TASK 13 – CONSTRUCTION PHASE SERVICES

EXHIBIT C

WORK AUTHORIZATION

(To Be Completed and Executed After Contract Execution)

WORK AUTHORIZATION NO. _____
PROJECT: _____

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated _____ ____, 20____ and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and _____ (the "Engineer").

Part1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is _____.

Part 3. Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on _____ ____, 20_____. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Engineer understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

Part 7. This Work Authorization is hereby accepted and acknowledged below.

EXECUTED this ____ day of _____, 20___.

ENGINEER:	COUNTY:
_____	Williamson County, Texas
By:_____	By:_____
Signature	Signature
_____	_____
Printed Name	Printed Name
_____	_____
Title	Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

EXHIBIT D

RATE SCHEDULE

CPI Rate Adjustments: Rates shall remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates." Engineer may request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract. Upon County's receipt of a rate adjustment request, County will prepare a Contract Amendment setting forth the CPI rate adjustments and will provide such Contract Amendment to Engineer for its execution. Rate adjustments will take effect on the later of (1) one year after the Contract execution date or (2) the first (1st) day following the parties' complete execution of a Contract Amendment. Such rates shall remain in effect until the later of (1) the next annual anniversary date of the Contract; or (2) the date of the parties' complete execution of a new Contract Amendment that set forth adjustments to the prior rates. Any new rate adjustments will not become effective until a Contract Amendment is fully executed by the parties and no retroactive rate adjustments will be allowed.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

LJA Engineering SH 95 Segment 2	
	RATE SCHEDULE IN PSA EXHIBIT D (per hour)
Project Principal	$310.00
Senior Project Manager	$290.00
Project Manager	$260.00
Quality Manager	$260.00
Senior Engineer	$240.00
Project Engineer	$210.00
Design Engineer	$185.00
Graduate Engineer	$150.00
Senior Designer	$175.00
Designer	$125.00
Engineer-in-Training	$150.00
Senior Structural Engineer	$260.00
Structural Engineer	$220.00
Senior Engineering Technician	$160.00
Senior CADD Operator	$145.00
CADD Technician	$120.00
Project Representative	$130.00
Utility Coordinator	$140.00
Senior Utility Coordinator	$185.00
Public Involvement Specialist	$230.00
GIS Analyst/Cartography	$145.00
GIS Technician	$130.00
Admin	$90.00

WSB SH 95 Segment 2	
	RATE SCHEDULE IN PSA EXHIBIT D (per hour)
Principal/Sr. Advisor	$ 410.00
Sr. Project Manager	$ 370.00
Project Manager	$ 350.00
Deputy Project Manager	$ 340.00
Sr. Engineer II	$ 335.00
Sr. Engineer I	$ 280.00
Project Engineer	$ 230.00
Design Engineer II	$ 210.00
Design Engineer I	$ 180.00
Graduate Engineer	$ 150.00
Intern	$ 85.00
Sr. Engineer Tech	$ 200.00
Engineer Tech	$ 150.00
Jr. Engineer Tech	$ 105.00
Sr. CADD/GIS Operator	$ 180.00
CADD/GIS Operator	$ 135.00
Jr. CADD/GIS Operator	$ 90.00
Sr. Environmental/Transportation Planner	$ 265.00
Environmental/Transportation Planner	$ 185.00
Jr. Environmental/Transportation Planner	$ 130.00
Sr. Environmental Specialist	$ 170.00
Environmental Specialist	$ 140.00
Jr. Environmental Specialist	$ 100.00
Field Technician	$ 80.00
Sr. Scheduler	$ 230.00
Scheduler	$ 175.00
Project Analyst	$ 130.00
Admin/Clerical	$ 110.00

STV INCORPORATED SH 95 Segment 2	
	RATE SCHEDULE IN PSA EXHIBIT D (per hour)
Project Manager	$ 350.00
Sr. QC Reviewer	$ 250.00
QC Reviewer	$ 183.00
Senior Technical Advisor	$ 400.00
Senior Project Engineer	$ 300.00
Project Engineer II	$ 240.00
Project Engineer I	$ 215.00
Design Engineer II	$ 180.00
Design Engineer I	$ 160.00
EIT II	$ 135.00
EIT I	$ 115.00
Senior GIS Analyst	$ 225.00
GIS Analyst II	$ 145.00
GIS Analyst I	$ 105.00
Sr Engineer Technician	$ 165.00
Engineer Technician	$ 125.00
CADD Operator	$ 100.00
Senior Env Project Manager	$ 300.00
Senior Env Planner	$ 265.00
Env Planner IV	$ 195.00
Env Planner III	$ 145.00
Env Planner I/II	$ 115.00
Senior Env Scientist	$ 185.00
Senior Architectural Historian	$ 155.00
Architectural Historian	$ 115.00
Env Scientist IV	$ 163.00
Env Scientist III	$ 140.00
Env Scientist I/II	$ 115.00
Admin/Clerical	$ 130.00
Sr. Structural Engineer	$ 270.00
Structural Engineer II	$ 190.00
Structural Engineer I	$ 170.00
Sr. Traffic Engineer	$ 295.00
Traffic Engineer III	$ 230.00
Traffic Engineer II	$ 190.00
Traffic Engineer I	$ 160.00
Survey Senior Project Manager	$ 225.00
Survey Project Manager	$ 195.00
Senior Survey Technician	$ 120.00
Survey Technician	$ 105.00
1-Person Survey Crew	$ 125.00
2-Person Survey Crew	$ 180.00
3-Person Survey Crew	$ 220.00

STV INCORPORATED (continued) SH 95 Segment 2	
	RATE SCHEDULE IN PSA EXHIBIT D
Surveying / ROW	
RTK Base Radio	$30/ hour
GPS Receiver Rate	$30/ hour
Terrestrial Laser Scanner (rates applied to actual time scanner unit is in use) (scanner owned by provider)	$125/ hour
Type II ROW/Control Monument - Excavated/Drilled, rocks, rocky soil. 2-4 inch depth (includes equipment, materials, & rentals). Marker supplied by TxDOT	$100/ each
Type II ROW/Control Monument - Poured 2-3 Feet (includes equipment, materials, & rentals). Marker supplied by TxDOT	$300/ each
Terrestrial Photogrammetry Camera	$125/ hour
Airborne GPS/IMU Data collection/Processing	$2,500/ per project
Datum Point Rod Setting (3/4 inch aluminum rod driven to refusal, TxDOT Survey Manual Fig. C-7)	$375/ each
Fathometer	$90/ day
Ground Target (includes paint and panel material)	$30/ each
Portable LiDAR System (Back Pack Mounted)	$1750/ day
Terrestrial Laser Scanner (rental rates applied to actual time scanner unit is in use)	$120/ hour
Mobilization for Unmanned Aerial System (travel to project) (includes vehicle)	$7,500/ per project

Garver, LLC SH 95 Segment 2	
	RATE SCHEDULE IN PSA EXHIBIT D (per hour)
	2025-26 Rates
Project Director	$ 475.00
Project Manager	$ 333.00
Sr. QC Reviewer	$ 272.00
Senior Project Engineer	$ 272.00
Project Engineer	$ 223.00
Design Engineer (Engineer 3)	$ 191.00
EIT (Engineer 2)	$ 171.00
EIT (Engineer 1)	$ 146.00
Senior GIS Technician (D-5)	$ 267.00
Design Tehnician 4 (D-4)	$ 217.00
Sr Engineer Technician (Sr. Design Tech)	$ 186.00
CADD Operator (Design Tech 2)	$ 150.00
Design Technician	$ 135.00
Senior Env Project Manager (Planner 5)	$ 347.00
Senior Env Planner (Planner 4)	$ 316.00
Senior Env Scientist (Env. Specialist 5)	$ 277.00
Env Scientist (Env. Specialist 4)	$ 219.00
Env Specialist 3	$ 194.00
Env Specialist 2	$ 151.00
Env Specialist 1	$ 119.00
Admin/Clerical	$ 152.00
Jr. Admin/Clerical	$ 108.00
Intern	$ 86.00
Sr. Structural Engineer	$ 333.00
Structural Engineer	$ 272.00
Sr. Drainage Engineer	$ 333.00
Sr. Traffic Engineer	$ 333.00
Traffic Engineer	$ 223.00

Garver, LLC SH 95 Segment 2	
	RATE SCHEDULE IN PSA EXHIBIT D (per hour)
	2025-26 Rates
Surveyors:	
S-1	$ 67.00
S-2	$ 89.00
Survey Technician	$ 120.00
Survey Project Coordinator	$ 165.00
Survey Project Manager	$ 216.00
Survey Sr. Project Manager	$ 246.00
S-7	$ 299.00
S-8	$ 368.00
2-Man Crew (Survey)	$ 253.00
3-Man Crew (Survey)	$ 318.00
2-Man Crew (GPS Survey)	$ 320.00
3-Man Crew (GPS Survey)	$ 388.00

SWCA, Inc. SH 95 Segment 2	
	RATE SCHEDULE IN PSA EXHIBIT D (per hour)
Subject Matter Expert IV	$ 293.00
Subject Matter Expert III	$ 268.00
Subject Matter Expert II	$ 242.00
Subject Matter Expert I	$ 230.00
Specialist XII	$ 226.00
Specialist XI	$ 207.00
Specialist X	$ 189.00
Specialist IX	$ 169.00
Specialist VIII	$ 158.00
Specialist VII	$ 147.00
Specialist VI	$ 137.00
Specialist V	$ 123.00
Specialist IV	$ 114.00
Specialist III	$ 104.00
Specialist II	$ 91.00
Specialist I	$ 77.00
DIRECT EXPENSES	
Hazardous Materials Database Search	Actual Cost
SCUBA	Actual Cost
Kayak (Day)	$ 40.00
SNUBA (Day)	$ 100.00
Motorboat (Day)	$ 400.00
THC Curation	Actual Cost
Archeological Site Recordation Form	Actual Cost
Backhoe Rental and Operator	Actual Cost

EXHIBIT E

Williamson County
Vendor Reimbursement Policy

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

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

1. Invoices and Affidavits

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

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

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

2. Travel Reimbursement

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

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

allowable travel expense will be for the specific days worked for Williamson County.

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

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

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

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

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

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

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

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

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

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

3. Meals

3.1 Meal reimbursements are limited to a maximum of $59.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of $25.00 per day. The travel must be outside the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626 by a 45-mile radius.

3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.

3.3 Meals are reimbursable only to vendors who do not have necessary personnel located within a 45-mile radius of the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626, who are capable of carrying the vendor's obligations to the County. Meals will not be reimbursed to vendors who are located within a 45-mile radius of the Williamson County Courthouse.

3.4 County will not reimburse for alcoholic beverages.

3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance
3.6 No meals purchased for entertainment purposes will be allowed.
3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. Lodging

4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt should include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.

4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.

4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

5. Airfare

5.1 The County will only reimburse up to a coach price fare for air travel.

5.2 The County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e., seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)

5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.

5.4 Cancellation and/or change flight fees may be reimbursed by the County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.

5.5 The County will not reimburse vendor for tickets purchased with frequent flyer miles.

6. Car Rental

6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.

6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.

6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.

6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.

6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.

6.6 Insurance purchased when renting vehicle may also be reimbursed.

6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

7. Personal Car Usage

7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.

7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part

IX, Section 274(d), all expense reimbursement requests must include the following:

7.2.1.1 Date

7.2.1.2 Destination

7.2.1.3 Purpose

7.2.1.4 Name of traveler(s)

7.2.1.5 Correspondence that verifies business purpose of the expense

7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.

7.4 Mileage will be reimbursed on the basis of the most commonly used route.

7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.

7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.

7.7 Mileage should be calculated from employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626 by at least a 45-mile radius.

7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.

7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).

7.10 Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.

7.11 Operating and maintenance expenses as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

8. Other Expenses

8.1 Taxi fare, bus tickets, conference registrations, parking, etc. must have a proper original receipt.

9. Repayment of Non-reimbursable Expense.

Vendors must, upon demand, immediately repay County for all inappropriately reimbursed expenses whenever an audit or subsequent review of any expense reimbursement documentation finds that such expense was reimbursed contrary to these guidelines and this Policy. Williamson County reserves the right to retain any amounts that are due or that become due to a vendor in order to collect any inappropriately reimbursed expenses that a vendor was paid.

10. Non-Reimbursable Expenses

In addition to the non-reimbursable items set forth above in this Policy, the following is a non-exhaustive list of expenses that will not be reimbursed by Williamson County:

10.1 Alcoholic beverages/tobacco products

10.2 Personal phone calls

10.3 Laundry service

10.4 Valet service (excludes hotel valet)
10.5 Movie rentals
10.6 Damage to personal items
10.7 Flowers/plants
10.8 Greeting cards
10.9 Fines and/or penalties
10.10 Entertainment, personal clothing, personal sundries and services
10.11 Transportation/mileage to places of entertainment or similar personal activities
10.12 Upgrades to airfare, hotel and/or car rental
10.13 Airport parking above the most affordable rate available
10.14 Excessive weight baggage fees or cost associated with more than two airline bags
10.15 Auto repairs
10.16 Babysitter fees, kennel costs, pet or house-sitting fees
10.17 Saunas, massages or exercise facilities
10.18 Credit card delinquency fees or service fees
10.19 Doctor bills, prescription and other medical services
10.20 Hand tools
10.21 Safety Equipment (hard hats, safety vests, etc.)
10.22 Office Supplies
10.23 Lifetime memberships to any association
10.24 Donations to other entities
10.25 Any items that could be construed as campaigning
10.26 Technology Fees
10.27 Sales tax on goods purchased
10.28 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

EXHIBIT F

CERTIFICATES OF INSURANCE

ATTACHED BEHIND THIS PAGE

Additional Insured Requirement: The following additional insured endorsement must appear in the "Description of Operations or Additional Remarks" section of the Certificate of Insurance issued by the insurer:

> **"Williamson County, Texas, its directors, officers and employees" shall be additional insureds under policies listed with respect to General Liability and Auto Policies (excluding Workers' Compensation and Professional Liability).**

Waiver of Subrogation Requirement: Insurance policies shall include blanket or scheduled waivers of subrogation in favor of County.

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

Additional Insurance Policy Endorsements: Each insurance policy shall include the following conditions by endorsement to the policy:

1. County shall be notified ten (10) days prior to the expiration, cancellation, non-renewal or any material change in coverage, and such notice thereof shall be given to County by certified mail, and by email to:

   > Williamson County, Texas
   > C/O: Williamson County Risk Management Department
   > 301 SE Inner Loop
   > Georgetown, TX. 78626
   > Email: coi.submission@wilco.org

2. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

EVALUATION - SH 95 Planning
25RFSQ81
September 15, 2025

17 Firms

Mandatory Criteria	Maximum Score Points	Alfred Benesch & CO	American Structurepoint	BEL Engineers	BGE, Inc.	Bridgefarmer & Assoc. Inc.	H.W. Lochner, Inc.	Halff Associates	Huitt-Zollars	JMT	Kimley-Horn	LJA Engineering	Rodriguez Transportation Group	Starhill Engineers	STV Inc.	Tetra Tech, Inc.	Westwood Professional Svcs	WSB
Is the firm registered with the Texas Board of Professional Engineers (TBPE) as an engineering firm in the State of Texas?	Pass/Fail	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Project Manager's Experience/Qualifications with similar projects.	**50**	35	35	20	40	20	35	35	35	30	35	35	35	20	35	35	35	45
Individuals on Project Team's Experience/Qualifications providing roadway planning and/or design.	**50**	40	35	20	40	30	30	30	35	30	35	40	35	20	40	25	20	40
Individuals on Project Team's Experience/Qualifications providing roadway drainage planning and/or design.	**50**	35	35	20	35	35	35	30	35	35	30	35	35	20	35	35	35	35
Individuals on Project Team's Experience/Qualifications providing structures planning and/or design.	**50**	40	45	5	40	40	40	30	30	45	40	30	35	5	35	25	40	40
Individuals on Project Team's Experience/Qualifications providing environmental documentation and clearance for roadway projects in Central Texas.	**50**	40	40	15	35	35	40	35	40	35	40	40	35	10	35	35	40	40
Availability of Project Manager, task leads, and relevant staff and their pervious performance on Williamson County projects.	**50**	20	40	30	40	30	35	35	35	35	35	40	35	25	35	20	35	40
Understanding of the project.	**50**	25	45	10	45	20	35	35	35	35	35	45	20	10	20	20	20	45
TOTAL	**350**	**235**	**275**	**120**	**275**	**210**	**250**	**230**	**245**	**245**	**250**	**265**	**230**	**110**	**235**	**195**	**225**	**285**

[redacted]

September 15, 2025

Ms. Joy Simonton
Williamson County Purchasing Department
100 Wilco Way, Suite P101
Georgetown, TX 78626

Subject: Recommendation for 25RFSQ81 SH95 Planning

Dear Ms. Simonton:

Based on the attached supporting documentation, the SH95 Planning Selection Committee recommends the selection of American Structurepoint, Inc., BGE, Inc., LJA Engineering, Inc., and WSB which were the top ranked firms from the evaluation process.

Seventeen firms were evaluated on September 15, 2025 by the following Selection Committee:

Russ Boles, Commissioner Precinct 4
Robert B. Daigh, P.E., Senior Director of Infrastructure
Matt Williamson, P.E., Road and Bridge Division Director

Please feel free to contact me if you have any questions.

Sincerely,

Robert B. Daigh

Robert B. Daigh, P.E.
Senior Director of Infrastructure

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:
2025-1364524

Date Filed:
09/17/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
LJA Engineering, 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.
25RFSQ81
RFSQ Engineering Services for SH95 Planning

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Alford , Susan D.	Houston, TX United States	X	
Cannon, Jeff	Houston, TX United States	X	
McKee, Alan B.	Houston, TX United States	X	
Ross, James D.	Houston, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

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

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

Executed in Williamson County, State of Texas, on the 17 day of Sept. (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:
2025-1364524

Date Filed:
09/17/2025

Date Acknowledged:
09/25/2025

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

LJA Engineering, 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.

25RFSQ81
RFSQ Engineering Services for SH95 Planning

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Alford , Susan D.	Houston, TX United States	X	
Cannon, Jeff	Houston, TX United States	X	
McKee, Alan B.	Houston, TX United States	X	
Ross, James D.	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 **48.**

Meeting Date: 10/07/2025

Approval of Renewal #1 for Contract #25IFB5 between Nutrien Ag Solutions, Inc. and Williamson County for Herbicides for Road and Bridge Department

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing Renewal #1, Contract #25IFB5 between Nutrien Ag Solutions, Inc. and Williamson County for Herbicides, for the same terms and conditions as the existing contract but with a price increase for the renewal term January 7, 2026, to January 6, 2027.

Background

This is the first renewal of Contract #25IFB5 between Nutrien Ag Solutions, Inc. and Williamson County for the supply of herbicides for a 12-month term from January 7, 2026, to January 6, 2027. The vendor has requested a price increase that remains within 25% of the total contract amount. The original contract was approved by the Commissioners Court on January 7, 2025, under Agenda Item #59. The Road and Bridge Department has confirmed the vendor has met all contract requirements and supports Renewal #1. The funding source is 01.0200.0210.003554, and the point of contact is Kelly Murphy.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Renewal 1 REDACTED

Original Specifications

1295 document

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	09/29/2025 08:19 PM
Form Started By: Cheryl Johnson		Started On: 09/26/2025 02:42 PM
Final Approval Date: 09/29/2025		

WILCO PURCHASING

Summary Agreement for Renewal of Williamson County Contract
Price Amendment

Contract Number:	**25IFB5**	**Department:**	**Road and Bridge/County Engineer**
Vendor Name:	**Nutrien A g Solutions, Inc.**		
Purpose/Intended Use of Product or Service (summary):			
Herbicides			
Type of Contract:	IFB	**Start Date:**	January 7, 2026
Purchasing Contact:	Cheryl Johnson	**End Date:**	January 6, 2027
Department Contact:	Kelly Murphy		

- **Williamson County wishes to extend this bid/proposal with a price increase (as detailed in the attached spreadsheet) but with the same terms and conditions as the existing contract.**
- PLEASE INCLUDE THE FOLLOWING:
  - COMPLETED 1295 FORM; AND
  - RENEWED INSURANCE CERTIFICATE IF IT WAS REQUIRED IN BID/PROPOSAL.

Renewal Option Period 1	January 7, 2026 – January 6, 2027
Initial Contract Period	January 7, 2025 – January 6, 2026

BY SIGNINGBELOW,THE PA RTIES A GR EETOTHETERMS OF EXTENSION SET FORTH A S STATED ABOVE

Vendor Nutrien Ag Solutions, Inc

Name Tim Smith

Title Sr. Director

Signature

Date 9/25/2025

Williamson County, 710 Main St., Georgetown, TX 78626

Williamson County Authorized Signature

Signature

Date

			Company Name	Nutrien Ag Solutions, Inc			
				FY 2025 Prices		FY 2026 Prices	
Item	Description	Container	Container	Estimated	Container	Estima	Container Unit
	Selective						
1.01	ELEMENT 3A	JUG	2.5 GAL	20	$92.40	20	$92.40
1.02	VASTLAN	JUG	2.5 GAL	200	$255.00	200	$262.50
1.03	VASTLAN	DRUM	15 GAL	33	$1,530.00	33	$1,575.00
1.04	OPENSIGHT	PACKAGE	1.25 LBS	400	$125.00	400	$131.88
1.05	ESPLANADE 200 SC	JUG	2.5 GAL	40	$3,772.80	40	$3,772.80
1.06	OUTRIDER (DIVERGENCE)	CASE*	1 CASE	2	$2,500.00	2	$2,500.00
1.07	METHOD 240 SL	JUG	2.5 GAL	30	$892.80	30	$912.00
	Non-Selective						
2.01	ARSENAL (ECOMAZAPYR)	JUG	2.5 GAL	500	$140.00	500	$140.00
2.02	ARSENAL (ECOMAZAPYR)	DRUM	15 GAL	75	$750.00	75	$750.00
2.03	FORFEIT 280	JUG	2.5 GAL	106	$76.25	106	$76.25
2.04	FORFEIT 280	TOTE	265 GAL	1	$7,950.00	1	$7,950.00
	Miscellaneous						
3.01	LIBERATE SURFACTANT	JUG	2.5 GAL	20	$83.75	20	$83.75
3.03	DEFOAMER	JUG	1 GAL	30	$25.00	30	$25.00

*Assume 20oz Container, 10x20oz Container per Case

September 24, 2025

Williamson County – Cheryl Johnson, Contract Specialist
100 Wilco Way,
Georgetown, TX 78626

RE: Renewal 1-IFB #25IFB5 Herbicides to Nutren Ag Solutions, Inc.

Nutrien is hereby requesting price escalation of Contract 25IFB5. Due to manufacturer price increases of products with a set minimum price, we are asking to escalate the prices of a few products. The changes are summarized below.

Product	Current Price	Updated Price
Item #1.02 Vastlan	$255/unit	$262.50/unit
Item #1.03 Vastlan	$1,530/unit	$1,575/unit
Item #1.04 Opensight	$125/unit	$131.88/unit
Item #1.07 Method 240 SL	$892.80/unit	$912/unit

Attached below are references from the manufacturers showing the price escaltions.

Please review the information and send back confirmation of the price changes. If you have any questions, please let me know.

Thank you,

Duane Whittaker
[redacted]
[redacted].com www.nutriensolutions.com

Land Management
Communication Update

Dear Distribution Business Partner,

Thank you for your continued collaboration and support of Corteva. We are committed to bringing value to our Land Management customers and communities by delivering industry-leading solutions. We are writing to inform you of a pricing action that will take effect in June and help bring some clarity to our customers during these uncertain times.

Global trade dynamics are continuing to impact companies and their supply chains across the agriculture industry, including ours. At Corteva, we pride ourselves on being the only U.S. based seed and crop protection ag technology company, investing significantly in next-generation products and technologies for farmers, ranchers and the professional products industry. We are also proud to make or formulate a high percentage of our products in the United States.

However, to ensure a reliable product supply to our customers, Corteva has built a resilient supply chain by sourcing materials and ingredients across many parts of the world. Current trade dynamics are impacting the cost of raw materials, active ingredients and other components of our products which creates uncertainty. As a result of these dynamics, we are providing updated pricing for the second half of 2025.

Corteva is increasing market letter prices on most crop protection, range and pasture, and land management brands effective June 2, 2025. All invoiced shipments on June 2 and forward will be billed at the new, increased prices regardless of order date. Enclosed, please find the 2024-2025 Corteva Agriscience™ market letter and supporting documentation.

Thank you for your ongoing support and collaboration through these unique market conditions. We are excited to work together and wish you and your team continued success throughout the 2025 crop season and beyond. Please reach out to your Corteva account manager with any questions.

Sincerely,



Brent Stauffacher
US Marketing Leader – Specialties Business

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FY 26

Product	Unit of Measure	Tier 1 Selling Price (min.)	Tier 2 Selling Price (min.)
Capstone®	Gal	$62.50	$67.00
Cleantraxx®	Gal	$180.50	$201.00
Freelexx®	Gal	$35.00	$37.25
HighNoon® (250 gal tote)	Gal	$96.00	$97.00
HighNoon® (4x1 & 2x2.5)	Gal	$98.00	$100.00
Milestone®	Gal	$325.00	$348.00
Piper®	LB	$78.00	$96.00
Piper® EZ	Gal	$351.00	$381.00
TerraVue®	LB	$109.50	$121.00
TerraVue® CA	LB	$109.50	$121.00

[redacted]

[redacted] CentreGreen W[redacted]

[redacted] States

[redacted]

February 1,2025

[redacted]

Dear Distributer,

The purpose of this notification is to inform you that as of February 1, 2025, the price for Method 240 SL will increase 2% due to cost of goods increases.

Please let me know if you have any questions.

[redacted]

Yours sincerely,

[redacted]

Dennis Capper
Area Sales Manager
W. Texas, Oklahoma, New Mexico

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Specifications

Bid Specifications

Technical Contact

Kelly Murphy – Planner III Road and Bridge Department

Scope of Work

Williamson County is seeking qualified suppliers for the purchase and delivery of herbicides and chemicals utilized in the maintenance of highways, streets and bridges.

Contract Term

Initial contract 1 year

Additional Renewals Options

2 Renewals at 12 months each

Pre- Bid Conference

Not applicable

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1367106

Date Filed:
09/23/2025

Date Acknowledged:
09/26/2025

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Nutrien Ag Solutions, Inc
Loveland, CO 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.
25IFB5
Herbicides

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Smith, Timothy	Monticello, AR United States		X
Whittaker, Duane	Houston, TX United States		X

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

My address is _____, _____, _____, _____, _____.
(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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Nutrien Ag Solutions, Inc
Loveland, CO 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.
25IFB5
Herbicides

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Smith, Timothy	Monticello, AR United States		X
Whittaker, Duane	Houston, TX United States		X

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is [redacted]

My address is [redacted]

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

Executed in Drew County, State of AR, on the 23rd day of Sept. (month), 2025 (year).

Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **49.**

Meeting Date: 10/07/2025

Garver 24RFSQ8 WA1 SA3 Development Review Svcs

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

Department: Infrastructure

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on Supplemental Work Authorization No 3 to Work Authorization No 1 under Williamson County Contract between Garver and Williamson County dated March 5, 2024 for Development Review Services. Funding source: 01.0200.0210.004100.

Background

This supplemental is to increase the maximum amount payable to $350,000.00.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Garver 24RFSQ8 WA1 SA3 Development Review Svcs

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	09/30/2025 03:42 PM
County Judge Exec Asst.	Andrea Schiele	10/01/2025 09:49 AM
Form Started By: Vicky Edwards		Started On: 09/30/2025 12:00 PM
Final Approval Date: 10/01/2025		

SUPPLEMENTAL WORK AUTHORIZATION NO. 3
TO
WORK AUTHORIZATION NO. 1

WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT:
Development Review Services

This Supplemental Work Authorization No. 3 to Work Authorization No. 1 is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated **March 5, 2024** ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Garver** (the "Firm").

WHEREAS, the County and the Firm executed Work Authorization No. 1 dated effective March 19, 2024 (the "Work Authorization");

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

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

AGREEMENT

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

I. The maximum amount payable for services under the Work Authorization is hereby increased from **$250,000.00** to **$350,000.00**. The revised Work Schedule is attached hereto as Attachment "C" (must be attached).

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

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

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

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

FIRM:	**COUNTY:**
By: Wendy G. Travis	By:
Signature	Signature
Wendy Travis	Steven Snell
Printed Name	Printed Name
Vice President	Williamson County Judge
Title	Title
9/30/25	
Date	Date

Attachment A - Services to be Provided by County

Williamson County will provide a Project Manager and will provide timely reviews and decisions necessary to enable the Engineer to maintain an agreed upon project schedule.

Attachment B - Services to be Provided by Engineer

This project consists of on-call professional engineering services to support the Williamson County Road & Bridge department, relating to the design, plat review, repair, maintenance and replacement of drainage and roadway facilities maintained by or planned to be constructed within Williamson County. Locations are unknown and may be anywhere within Williamson County.

Attachment C - Work Schedule

Garver will provide a work schedule for the assigned tasks.

Attachment D - Rate Schedule

See next page(s).

Exhibit D
Williamson County
Development Services Assistance
Garver Hourly Rate Schedule: July 2024 - June 2025

Classification	Rates
Engineers / Architects	
E-1	$ 135.00
E-2	$ 157.00
E-3	$ 180.00
E-4	$ 211.00
E-5	$ 257.00
E-6	$ 316.00
E-7	$ 439.00
Planners	
P-1	$ 163.00
P-2	$ 204.00
P-3	$ 254.00
P-4	$ 284.00
P-5	$ 320.00
Designers	
D-1	$ 123.00
D-2	$ 140.00
D-3	$ 167.00
D-4	$ 200.00
D-5	$ 246.00
Technicians	
T-1	$ 99.00
T-2	$ 119.00
T-3	$ 145.00
T-4	$ 187.00
Surveyors	
S-1	$ 60.00
S-2	$ 80.00
S-3	$ 108.00
S-4	$ 154.00
S-5	$ 195.00
S-6	$ 227.00
S-7	$ 269.00
S-8	$ 339.00
2-Man Crew (Survey)	$ 234.00
3-Man Crew (Survey)	$ 293.00
2-Man Crew (GPS Survey)	$ 289.00
3-Man Crew (GPS Survey)	$ 359.00
Construction Observation	
C-1	$ 117.00
C-2	$ 146.00
C-3	$ 178.00
C-4	$ 230.00
C-5	$ 277.00

Classification	Rates
Resource Specialists	
RS-1	$ 108.00
RS-2	$ 143.00
RS-3	$ 202.00
RS-4	$ 278.00
RS-5	$ 348.00
RS-6	$ 428.00
RS-7	$ 478.00
Environmental Specialists	
ES-1	$ 108.00
ES-2	$ 136.00
ES-3	$ 174.00
ES-4	$ 205.00
ES-5	$ 258.00
ES-6	$ 331.00
ES-7	$ 414.00
ES-8	$ 468.00
Project Controls	
PC-1	$ 110.00
PC-2	$ 146.00
PC-3	$ 186.00
PC-4	$ 238.00
PC-5	$ 291.00
PC-6	$ 376.00
PC-7	$ 472.00
Management / Administration	
AM-1	$ 78.00
AM-2	$ 100.00
AM-3	$ 139.00
AM-4	$ 178.00
AM-5	$ 218.00
AM-6	$ 283.00
AM-7	$ 363.00
M-1	$ 530.00

Commissioners Court - Regular Session **50.**

Meeting Date: 10/07/2025

Ronald Reagan, Seg D2 - ASI – Contract Amendment #2 and SWA#3 to WA#1

Submitted By: Ragan Riggs, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action to ratify and approve Contract Amendment No. 2 and Supplemental No. 3 to Work Authorization No. 1 to the Ronald Reagan, Segment D2 contract executed March 19, 2024, between Williamson County and American Structurepoint, Inc. relating to the 2023 Road Bond Program.

Background

This American Structurepoint, Inc. Contract Amendment No. 2 increases the compensation cap by $200,000.00 from $2,800,000.00 to $3,000,000.00 to allow for the execution of Supplemental No. 3 to Work Authorization No. 1. The supplemental is for additional design services in the amount of $194,503.80 and extends the termination date to May 31, 2026. Project: P674 Fund Source: Road Bond

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Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Ronald Reagan, Seg D2 - ASI – Contract Amendment #2

Ronald Reagan, Seg D2 - ASI – SWA#3 to WA#1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	10/01/2025 09:49 AM
Form Started By: Ragan Riggs		Started On: 09/30/2025 10:31 AM
Final Approval Date: 10/01/2025		

Docusign Envelope ID: A5CBC721-36E1-4522-9FC2-DC6195C9D7B5

CONTRACT AMENDMENT NO. 2
TO
WILLIAMSON COUNTY CONTRACT FOR ENGINEERING SERVICES

WILLIAMSON COUNTY ROAD BOND PROJECT: 24RFSQ11 Engineering Services
Ronald Reagan Segment D2 ("Project")

THIS CONTRACT AMENDMENT NO. 2 to Williamson County Contract for Engineering Services is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and American Structurepoint, Inc. (the "Engineer") and becomes effective as of the date of the last party's execution below.

WHEREAS, the County and the Engineer executed the Williamson County Contract for Engineering Services dated effective March 19, 2024 (the "Contract");

WHEREAS, pursuant to Article 14 of the Contract, the terms of the Contract may be modified by a written fully executed Contract Amendment;

WHEREAS, the "Compensation Cap" under Article 5 of the Contract limits the maximum amount payable under the Contract to $1,600,000.00, plus an additional 1,200,000.00 for Amendment 1 for a total cap of $2,800,000.00; and,

WHEREAS, the Rate Schedule in Exhibit D of the Contract are limited to the rates noted in said Exhibit D; and,

WHEREAS, it has become necessary to amend the Contract.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Contract is amended as follows:

I. The Compensation Cap under Article 5 of the Contract is hereby increased from $2,800,000.00 to $3,000,000.00, reflecting a total increase of $200,000.00.

II. The hourly Rates in the original Exhibit D of the Contract are hereby amended as shown in the attached revised Exhibit D (must be attached) to add an additional sub to the team for environmental work.

All other terms of the Contract are unchanged and will remain in full force and effect.

Docusign Envelope ID: A5CBC721-36E1-4522-9FC2-DC6195C9D7B5

IN WITNESS WHEREOF, the County and the Engineer have executed this Contract Amendment, to be effective as of the date of the last party's execution below.

ENGINEER:

By: Signed by: Benjamin W. Borcherding DEEB909A5C25424...
Signature

Benjamin W. Borcherding
Printed Name

Chief Operating Officer
Title

9/18/2025
Date

COUNTY:

By: Steve Snell
Signature

Steve Snell
Printed Name

Title

09/25/2025
Date

APPROVED
By Christen Eschberger at 5:41 pm, Sep 24, 2025

Docusign Envelope ID: A5CBC721-36E1-4522-9FC2-DC6195C9D7B5

EXHIBIT D

RATE SCHEDULE

CPI Rate Adjustments: Rates shall remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates." Engineer may request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract. Upon County's receipt of a rate adjustment request, County will prepare a Contract Amendment setting forth the CPI rate adjustments and will provide such Contract Amendment to Engineer for its execution. Rate adjustments will take effect on the later of (1) one year after the Contract execution date or (2) the first (1st) day following the parties' complete execution of a Contract Amendment. Such rates shall remain in effect until the later of (1) the next annual anniversary date of the Contract; or (2) the date of the parties' complete execution of a new Contract Amendment that set forth adjustments to the prior rates. Any new rate adjustments will not become effective until a Contract Amendment is fully executed by the parties and no retroactive rate adjustments will be allowed.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Agreement was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

Docusign Envelope ID: A5CBC721-36E1-4522-9FC2-DC6195C9D7B5

Rates per PSA Amendment #1 - no adjustment

American Structurepoint Ronald Reagan Segment D2	
	RATE SCHEDULE IN PSA EXHIBIT D (per hour)
Senior Project Manager	$ 315.00
Sr. QC Reviewer	$ 305.00
Senior Project Engineer	$ 260.00
Project Engineer	$ 200.00
Design Engineer	$ 155.00
EIT	$ 135.00
Senior Technician	$ 190.00
Technician	$ 130.00
Sr. Structural Engineer	$ 290.00
Structural Engineer	$ 250.00
Sr. Drainage Engineer	$ 305.00
Draiange Engineer	$ 200.00
Sr. Traffic Engineer	$ 290.00
Traffic Engineer	$ 190.00

Docusign Envelope ID: A5CBC721-36E1-4522-9FC2-DC6195C9D7B5

SWCA Environmental Consultants Ronald Reagan Segment D2	
	RATE SCHEDULE IN PSA EXHIBIT D (per hour)
Subject Matter Expert IV	$ 293.00
Subject Matter Expert III	$ 268.00
Subject Matter Expert II	$ 242.00
Subject Matter Expert I	$ 230.00
Specialist XII	$ 226.00
Specialist XI	$ 207.00
Specialist X	$ 189.00
Specialist IX	$ 169.00
Specialist VIII	$ 158.00
Specialist VII	$ 147.00
Specialist VI	$ 137.00
Specialist V	$ 123.00
Specialist IV	$ 114.00
Specialist III	$ 104.00
Specialist II	$ 91.00
Specialist I	$ 77.00

Rates per PSA Amendment #1 - no adjustment

ODE			
CADD Color Plotting (Per SQ FT)	$	1.50	Sq ft
Photocopies B/W (8.5x11)	$	0.15	Each
Photocopies B/W (11x17)	$	0.60	Each
Color Copies (8.5x11)	$	0.49	Each
Color Copies (11x17)	$	1.00	Each
Hazmat Supplemental Records	$	1,000.00	Each
GPS Table + Geode - Sub Meter Accuracy Data Collection	$	40.00	Each
Mileage	$	0.70	Miles
Backhoe and Operator	$	3,000.00	Day

Expenses added - same as other contracts

Docusign Envelope ID: A5CBC721-36E1-4522-9FC2-DC6195C9D7B5

Rates per PSA Amendment #1 - no adjustment

SAM Ronald Reagan Segment D2		
	RATE SCHEDULE IN PSA EXHIBIT D (per hour)	
SURVEY OFFICE PERSONNEL RATES:		
Principal/Department Manager	300.00	
Senior Project Manager	250.00	
Project Manager	205.00	
Staff Surveyor	190.00	
Phase Manager	170.00	
Project Coordinator	150.00	
Senior Survey Technician	135.00	
Survey Technician	120.00	
Project Specialist	125.00	
Administration / Clerical Support	105.00	
SURVEY FIELD CREW RATES:		
One (1) Person Survey Field Crew	135.00	
Two (2) Person Survey Field Crew	185.00	
Three (3) Person Survey Field Crew	260.00	
Field Coordinator	140.00	
Field Ops Manager	195.00	
Additional Rodperson, Chainperson or Flagperson	80.00	
GEOSPATIAL OFFICE PERSONNEL RATES:		
Director/Operations Manager	360.00	
Senior Project Manager	275.00	
Acquisition Manager	240.00	
Project Manager	210.00	
Aircraft Pilot	205.00	
Two (2) Person UAS Crew – Unmanned Pilot & Observer	235.00	
Three (3) Person UAS Crew – Unmanned Pilot & 2 Observers	365.00	
Photogrammetrist / Project Lead /sensor operator (Tech3)	135.00	
Acquisition / Calibration / Aerial Triangulation Technician (Tech2)	120.00	
LiDAR / Photogrammetry Technician (Tech1)	105.00	
SURVEY EQUIPMENT RATES:		
GPS Receiver	10.00	
ATV	25.00	
SX-10	35.00	
Digital Level	5.00	
Aluminum Boat	15.00	
VM810 Survey	5.75	
RD8100 Survey	11.25	
SPAR 300 Kit	5.00	
Weather Station	6.00	
Tier 1 HDS Scanner (BLK360 & Faro)	33.00	
Robotic Total Station S-7	20.00	
Robotic Total Station S-9	20.00	
GEOSPATIAL EQUIPMENT RATES:		
Riegl VQ 1560I or 1560II LiDAR System	1300.00	hr
Riegl VQ 480II or 780I LiDAR System	10000.00	hr
Mobile Mapping System, includes 360° Camera System (Equipment Only)	1000.00	hr
Mobile Mapping Equipment Stand-by Fee (Equipment Only)	200.00	hr
HDS Laser Scanner	100.00	hr
High Rail Equipped Vehicle	10.00	hr
Oblique HD Camera System	30.00	hr
Video Camera System – Manned Aircraft	5.00	hr
360° Camera System – Terrestrial or Marine Stand Alone	100.00	hr
Helicopter (Turbine Engine Powered)	1450.00	hr
Helicopter (Reciprocal Engine Powered)	850.00	hr
Fixed Wing Twin Engine piston	1300.00	hr
Fixed Wing Single Engine (piston)	750.00	hr

Docusign Envelope ID: A5CBC721-36E1-4522-9FC2-DC6195C9D7B5

Fixed wing single engine turbine	1400.00	hr
M600 or equivalent multirotor Unmanned Aerial System	750.00	hr
GPS Receiver (Unmanned)	10.00	hr
Geospatial Work Station	15.00	hr
Digital Imagery Processing	32.00	ea
Aerial Photography Flight Crew (Fixed Wing Aircraft)	205.00	hr
LiDAR Flight Crew Fixed Wing Aircraft (Includes Pilot and LiDAR Operator)	120.00	hr
Helicopter Flight Crew (Includes Pilot and LiDAR Operator)	325.00	hr
AP Transit Miles	12.00	mile
AP Project Flight Miles	32.00	mile
AP ABGPS Processing	3000.00	project
FWAL Transit Miles	12.00	mile
FWAL Project Flight Miles	32.00	mile
B&W Processing (film, development, scanning)	10.00	ea
CIR Processing (film, development, scanning)	10.00	ea
Color Processing (Film, development, scanning)	15.00	ea
Digital Image Processing	27.00	ea
DIRECT EXPENSES		
Primary Control Monuments	90.00	ea
Ground Target	20.00	ea

Docusign Envelope ID: A5CBC721-36E1-4522-9FC2-DC6195C9D7B5

Rates per PSA Amendment #1 - no adjustment

GARVER, LLC Ronald Reagan D2	
	RATE SCHEDULE IN PSA EXHIBIT D (per hour)
Sr. Project Manager	$ 333.00
Project Manager	$ 283.00
Sr. QC Reviewer	$ 279.00
Senior Project Engineer	$ 317.00
Project Engineer	$ 257.00
Civil Engineer	$ 212.00
Design Engineer	$ 181.00
Senior EIT	$ 150.00
EIT	$ 136.00
Senior GIS Technician	$ 188.00
Sr Engineer Technician	$ 188.00
Sr. CADD Operator	$ 145.00
CADD Operator	$ 119.00
Senior Env Project Manager	$ 331.00
Senior Env Planner	$ 258.00
Senior Env Scientist	$ 258.00
Env Scientist	$ 175.00
Admin/Clerical	$ 100.00
Sr. Structural Engineer	$ 317.00
Structural Engineer	$ 257.00
Sr. Drainage Engineer	$ 317.00
Sr. Traffic Engineer	$ 317.00
Traffic Engineer	$ 257.00

Docusign Envelope ID: A5CBC721-36E1-4522-9FC2-DC6195C9D7B5

Rates per PSA Amendment #1 - no adjustment

Hardesty & Hanover, LLC (H&H) Ronald Reagan Segment D2	
LABOR CATEGORY	**RATE SCHEDULE IN PSA EXHIBIT D (per hour)**
Project Principal	$ 335.00
Senior Technical Advisor	$ 300.00
Sr Project Manager	$ 260.00
Sr Structural QA/QC Manager	$ 255.00
Sr Structural Engineer	$ 250.00
Sr Drainage Engineer	$ 245.00
Sr Roadway Engineer	$ 245.00
Project Manager	$ 200.00
Structural Engineer	$ 165.00
Project Engineer	$ 140.00
Design Engineer	$ 135.00
Structural Designer (EIT)	$ 125.00
EIT	$ 110.00
Sr Engineer Technician	$ 150.00
Senior CAD Technician	$ 105.00
CAD Technician	$ 95.00
Admin/Clerical	$ 90.00

prepared 2/14/2024

Docusign Envelope ID: A5CBC721-36E1-4522-9FC2-DC6195C9D7B5

Rates per PSA Amendment #1 - no adjustment

RABA KISTNER Ronald Reagan Segment D2	
Position	**Rate ($/hr)**
Project Manager	$ 204.10
Sr. QC Reviewer	$ 255.00
Senior Project Engineer	$ 233.58
Project Engineer	$ 159.12
Design Engineer	$ 182.03
EIT	$ 146.07
Geotechnical Logger	$ 119.02
Senior Geotech Technician	$ 91.80
Geotech Technician	$ 77.22
Geotech Laboratory Technician	$ 82.74
Geologist	$ 154.02
Senior GIS Technician	$ 110.16
CADD Technician	$ 104.81
Administrative Coordinator	$ 71.40
DIRECT EXPENSES	
FIELD OPERATIONS	
Mobilization of drill rig	$ 600.00 each
Logger Truck	$ 68.01 per day
3 in. Thin wall Shelby Tube sampling	$ 24.40 per ft
Hollow Stem Drilling	$ 30.89 per ft
NX Rock Coring (shale)	$ 40.31 per ft
NX Rock Coring (limestone)	$ 53.04 per ft
Standard Penetration Testing (SPT)	$ 29.92 per test
TCP with intermittent sampling	$ 32.88 per test
Bentonite Backfill	$ 7.00 per ft
Standard Pavement Coring	$ 93.05 each
Concrete/AC patch	$ 79.38 each
Standby (setup time and cleanup)	$ 284.29 per hr
LABORATORY TESTING	
Atterberg Limits	$ 125.84 each
Moisture Content	$ 16.65 each
Sieve Analysis (passing No. 200)	$ 70.75 each
Sieve Analysis (passing No. 4, 40, 200)	$ 120.04 each
Sulfate Testing	$ 125.12 each
Unconfined Compression (Soil)	$ 60.06 each
Unconfined Compression (Rock)	$ 75.46 each
Direct Shear	$ 650.18 each
Consolidated Undrained (CU) Triaxial Comp Test	$ 1,925 each
Lime Series (Tex-121-E Part III)	$ 452.33 each
Moisture Denisty Relationship (TEX-114-E)	$ 350.45 each
California Bearing Ratio (ASTM D 1833) includes moisture-density relationship test and 3 test specimens	$1011.05 each
Each additional speciman	$220.20 each
Texas Triaxial Compression (TEX-117-E)	$ 2,200 each

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Rates per PSA Amendment #1 - no adjustment

Doucet and Associates Ronald Reagan Segment D2	
	RATE SCHEDULE IN PSA EXHIBIT D (per hour)
Principal Engineer (PE)	$ 295.00
Senior Project Manager	$ 275.00
Project Manager	$ 230.00
Senior Project Engineer (PE)	$ 215.00
Project Engineer III	$ 195.00
Project Engineer II	$ 185.00
Project Engineer I	$ 170.00
Engineer Associate III	$ 160.00
Engineer Associate II	$ 150.00
Engineer Associate I	$ 135.00
Sr. Construction Manager	$ 180.00
Sr. Construction Inspector	$ 170.00
Construction Manager	$ 125.00
Construction Inspector	$ 115.00
Sr. Civil Technician	$ 165.00
Civil Technician	$ 145.00
Assistant Civil Technician	$ 130.00
Senior Planner (AICP)	$ 210.00
Project Planner	$ 160.00
Project Technical Lead	$ 165.00
Staff Planner	$ 140.00
Planning Technician	$ 120.00
Project Coordinator	$ 135.00
Sr. Operations Assistant	$ 120.00
Engineering Intern	$ 90.00
Operations Assistant	$ 85.00
Principal Surveyor (RPLS)	$ 290.00
Project Manager (RPLS)	$ 245.00
Project Surveyor	$ 165.00
Survey Specialist	$ 150.00
Survey Technician	$ 125.00
GIS Specialist	$ 155.00
GIS Technician	$ 125.00
LiDAR Specialist	$ 150.00
LiDAR Technician	$ 120.00
Aerial Mapping Specialist	$ 150.00
Aerial Mapping Technician	$ 120.00
Utility Specialist	$ 145.00

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Utility Technician	$ 115.00
Field Coordinator	$ 165.00
Field Specialist	$ 130.00
Crew of 1	$ 130.00
Crew of 2	$ 170.00
Crew of 3	$ 230.00
Environmental Project Manager	$ 200.00
Environmental Specialist	$ 145.00
Environmental Technician	$ 120.00
Project Archaeologist	$ 165.00
DIRECT EXPENSES	
LiDAR Scanner	$120.00
Drone	$675.00
Ground Targets	$35/ea.
Concrete Monuments	$290/ea.
ATV/Boat	$185/day
Hydrographic Sonar Equipment	$500/day

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New Subconsultant

STC Environmental Services Ronald Reagan Segment D2	
	RATE SCHEDULE IN PSA EXHIBIT D (per hour)
Principal Geologist / Professional Geo-Scientists	$ 156.00
Senior Geologist / Scientist / Mold Consultant	$ 104.00
Staff Scientist / Asbestos Inspector	$ 92.00

ODE			
Meals (Excluding alcohol & tips) (Overnight stay required)	$	40.00	day/person
Mileage	$	0.70	Miles
Lodging	$	200.00	Night
Vehicle Rental	$	80.00	Day
Laboratory - Soil Moisture	$	10.00	Test
Laboratory - pH - Soil	$	18.00	Test
Laboratory - Metals Digestion	$	16.20	Test
Laboratory -Arsenic - Soil - ICP:	$	16.20	Test
Laboratory -Arsenic - water - ICP:	$	36.00	Test
TCLP Extraction - 8 metals	$	50.40	Test
TCLP Analysis - 8 metals	$	108.00	Test
Driller- Mobilization - truck and Probe	$	2.10	Miles
Driller- Mobilization - truck and compressor	$	2.10	Miles
Driller- Casing	$	27.60	Foot
Driller- Drill Rig	$	2,340.00	Day
Driller- Air Compressor	$	780.00	Day
Driller- Decon	$	125.00	Event
Driller- Well Completion	$	300.00	Well
Driller- well plugging	$	794.40	Well
Driller- well plugging - debris removal	$	789.60	Well
Well Kit - Sampling	$	50.00	Well

CONTRACT FOR ENGINEERING SERVICES

Final Audit Report 2025-09-25

Created:	2025-09-25
By:	Andrea Schiele (aschiele@wilco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAB8PlpjAkp3wclE7y9h4_VKmJrcoFj0aE

"CONTRACT FOR ENGINEERING SERVICES" History

Document created by Andrea Schiele (aschiele@wilco.org)
2025-09-25 - 2:46:28 PM GMT- IP address: 66.76.4.65

Document emailed to Steve Snell (steve.snell@wilcotx.gov) for signature
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Document e-signed by Steve Snell (steve.snell@wilcotx.gov)
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SUPPLEMENTAL WORK AUTHORIZATION NO. 3
TO WORK AUTHORIZATION NO. 1
PROJECT: Ronald Reagan Segment D2

This Supplemental Work Authorization No. 3 is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated 03/19/2024 and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and American Structurepoint, 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 Services to be provided by the Engineer that were set out in the original Attachment "B" of the Work Authorization. Additional Services to be provided for this Supplemental Work Authorization are shown in Attachment B-3.

II. The Work Authorization shall terminate on 05/31/2026. 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-3."

III. The maximum amount payable for services under the Work Authorization is increased from $2,678,944.09 to $2,873,447.89 reflecting a total increase of $194,503.80 as shown Attachment "D-3" of the Supplemental Work Authorization.

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 effect:

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EXECUTED this 09/25/2025 day of__, 2025.

ENGINEER:	COUNTY:
American Structurepoint, Inc.	Williamson County, Texas
By: Signed by: Benjamin W. Borcherding DEEB909A5C25424... Signature	By: Steve Snell Signature
Benjamin W. Borcherding Printed Name	Steve Snell Printed Name
Chief Operating Officer Title	Title

LIST OF ATTACHMENTS

Attachment B-3 – Scope of Work
Attachment C-3 - Work Schedule
Attachment D-3 – Fee Schedule

APPROVED
By Christen Eschberger at 5:39 pm, Sep 24, 2025

Docusign Envelope ID: A5CBC721-36E1-4522-9FC2-DC6195C9D7B5

ATTACHMENT B-3
SERVICES TO BE PROVIDED BY THE ENGINEER FOR RONALD REAGAN BOULEVARD (SEGMENT D2) CR 245 TO SH 195

PROJECT DESCRIPTION

Project Limits

The project limits are from East of CR 245 to SH 195 Stub-out approximately (from Station 1980+00 to Station 2145+00, of the Ultimate Ronald Reagan Schematic), a length of 3.12 miles. [WA project limits were East of CR 245 to Sun City Blvd (from Station 1980+00 to Station 2092+00) for a project length of 2.12 miles.]

Proposed Facility

The proposed facility is a new 2 lane road with 12' lanes, shoulders, turn lanes and intersection improvements that will serve as the westbound frontage road of the Ultimate Ronald Reagan Blvd Controlled Access Roadway. On the west end, the project will tie into the proposed westbound Ronald Reagan Blvd. Segment D1 designed by others east of CR 245. On the east end, the project will tie to the existing stub out, just west of SH 195. The existing Ronald Reagan Blvd roadway will be overlayed and restriped to serve as two eastbound lanes with shoulders for the same limits listed above. The project will include turn lanes at Silver Spur Blvd west, Silver Spur Blvd east, Ridgetop Vista Dr and Sun City Blvd. It is anticipated that the bridge class culvert at Jennings Branch shown in the schematic will be redesigned to a bridge. The main project plan set will consist of plans tying back to the existing roadway just east of the new Berry Creek Bridge. Optional Additional sheets will be included that extends the project all the way to the SH 195 stub-out. Design will be done for the entire length of project, but the submitted plans will only go beyond the Berry Creek Bridge. The additional length of the project will be included as an optional additional in the plans, should the County have enough funding for the entire length of roadway. The facility will include one new signal at Sun City Blvd and Ronald Reagan. New flashing beacon signals will be added at Silver Spur West, Silvert Spur East, and Above & Beyond Way.

1. PROJECT MANAGEMENT

   No change to original WA, SWA1, or SWA2

2. PUBLIC INVOLVEMENT

   No change to original WA, SWA1, or SWA2

3. UTILITY COORDINATION SUPPORT

   No change to original WA, SWA1, or SWA2

4. SURVEYING

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No change to original WA, SWA1, or SWA2

5. DRAINAGE STUDY

No change to original WA, SWA1, or SWA2

6. ENVIRONMENTAL SERVICES

The Engineer will perform a Phase II analysis of the Cattle Dipping Vat just west of Berry Creek near the north side of Sun City Blvd. It is noted that environmental investigation was done during the schematics, however there is no documentation showing whether there was contamination found or not. This work will confirm if there is a potential of contamination and, if that potential is confirmed, will include recommendations on mitigation. These tasks will include:

a. Task 1 – Surface Soil Testing and Testing of the Spring

- The engineer will collect twenty (20) surface soil samples in the immediate vicinity of the former cattle dipping vat. The surface soil samples will be collected from approximately 0 to 6 inches below the surface. Each surface soil sample will be tested for total arsenic and pH.

- The results of the testing will be compared to the Protective Concentration Levels (PCLS) recognized by the Texas Commission on Environmental Quality (TCEQ). If arsenic is present in the soils at levels above the PCLs or naturally occurring background levels, secondary SPLP testing will be conducted.

- A natural spring is located in the immediate vicinity of the vat. A water sample will be collected from the spring. That water sample will also be tested for arsenic.

b. Task 2 – Additional Surface Soil Samples

- If the initial surface soil sampling indicates arsenic concentrations above the Human Health PCL, additional soil samples will be required to horizontally delineate the extent of the contamination. If this task is necessary, a maximum of 10 additional soil samples will be collected. The additional samples will also be collected from a depth of 0 to 6 inches below the surface and analyzed for total arsenic.

c. Task 3 – Well Installation and Groundwater Testing

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- A groundwater monitoring well will be installed near the cattle dipping vat. Prior to drilling the monitoring well, STC will contact utility companies concerning potential underground utility locations on the property. If necessary, the well location will be altered to avoid utility damage.

- The well will be drilled to a maximum depth of 50 feet below surface. During drilling, four (4) soil samples will be tested for total arsenic. Those samples will be collected at various depths and will define the vertical extent of arsenic in soil and rock

- The well will be constructed with 2-inch diameter PVC casing. If groundwater is present, a sample of water from the well will be collected and analyzed for the following constituents.

    - Total Arsenic

    - Total Dissolved Solids (TDS)

d. Task 4 –Summary Report

- After receiving the test results, the Engineer will prepare a brief summary report. This summary report will indicate whether contaminants were found in concentrations that exceed certain action levels recognized by the Texas Commission on Environmental Quality (TCEQ).

- This report will include the following:

    - A site plan, drawn to scale, which shows the locations of borings and other pertinent site features.

    - The certified laboratory reports.

    - Boring logs, well details, and the Driller's report.

    - A narrative discussion of the work performed.

    - A review of the test results in relation to the Action Levels of the Texas Commission on Environmental Quality (TCEQ).

    - A determination whether arsenic in soil has been horizontally defined and whether testing on property

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located outside the right-of-way will be required to satisfy TCEQ regulation.

- The likely volume of arsenic contaminated soils and preliminary cost estimates for removing all affected soils and not implementing a physical control.

e. Task 5 – Off Site Sampling (If required)

- If necessary, the Engineer will conduct off-site sampling on property not owned or controlled by Williamson County. This will only be conducted after receiving land owner approval. We estimate this task could involve the collection of 10 additional surface samples.

f. Task 6 – Preparation of the Affected Property Assessment Report (APAR)

- Once the horizontal extent of arsenic in soil is defined, the Engineer will then prepare an Affected Property Assessment Report for submittal to the TCEQ. The preparation of an APAR includes the following items:
  - A survey of all receptors with 500 feet of the site (streams, springs, ponds, and utilities).
  - A survey of all water wells located within ½ mile of the site
  - A review of regional and local geology
  - Plotting of all sampling locations and contaminant levels on scaled drawings
  - Scaled cross sections
  - A review of ecological receptors (flora and fauna)
  - Calculation of Tier 2 Model which predicts the depth that pollutants in soil can migrate vertically and affect any underlying groundwater table.
- The Engineer anticipates the APAR will indicate the following conditions exist at the site.

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- The spring or groundwater are not affected
- The arsenic in soil is adequately defined, both horizontally and vertically
- The implementation of a physical control is a feasible remedy for this site

- Once the APAR is completed, it will be submitted to the GEC office for review, approval, and signature. Once approved by the GEC, the APAR will then be sent to the TCEQ Central Offices in Austin, Texas.

g. Task 7 – Preparation of the Response Action Plan (RAP)

- After the TCEQ has approved the APAR, the Engineer will then prepare a Response Action Plan (RAP) The RAP will provide details regarding the physical control. We anticipate the RAP will contain the following items:
  - The location of the proposed roadway in relation to contaminated soil area
  - The location of additional impervious surfaces that will cover the affected soil area (if necessary).
  - Specifications of the impervious surfaces (e.g. pavement thickness, base material)

h. Task 8 – Construction of the Highway and Physical Control

- Once the RAP is approved, the proposed construction of the highway will commence. If requested, the Engineer will oversee and assist with construction of the highway and physical control. We anticipate the services we might provide during this task may include the following
  - Specifications for HAZWOPER trained contractors to prepare an adequate grade in the affected soil area.
  - Air testing to demonstrate construction workers are not being exposed to high levels of arsenic dusts

i. Task 9 – Preparation of the Response Action Completion Report (RACR)

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- After the RAP has been approved by the TCEQ, the Engineer will prepare a RACR for submittal to the TCEQ. The RACR will also contain the draft of a proposed Deed Notice

j. Task 10 – Filing of the Deed Notice

- Once the TCEQ approves the RACR, the Deed Notice or Restrictive Covenant will be filed in the Williamson County Deed Records.

k. Task 11 – Final TCEQ Approval

- Once the Deed Notice is filed, the TCEQ will provide a letter or Certificate of Completion. Receipt of that letter of Certificate will mark the formal project completion of all work by STC .

l. Task 12 – Annual Reporting

- Williamson Country will be required to provide annual or semiannual reports to the TCEQ. Those reports must demonstrate the physical control has been maintained and not disturbed

m. The following clarifications are documented for this work.

- Prior to drilling, the engineer will check for utilities by contacting utility companies. However, please note that utilities on private property are often not known and will not be located by the utility company. The GEC is to provide the Engineer with any known location of utilities prior to the start of work. The Engineer will not be responsible for repair of damaged utilities that are not marked or identified prior to drilling.

- If you elect to use the Voluntary Cleanup Program for TCEQ oversight, then additional fees for VCP personnel will be required.
- It is assumed that groundwater is not affected.

- The proposed scope assumes on-site disposal of all soil cuttings generated by the installation of the well.

- As noted in Task 8, HAZWOPER trained contractors could be used for certain construction tasks. The contractor cost is not included in this scope or fee.

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The Engineer will conduct an additional site visit to excavate two sensitive karst features within the Ronald Reagan D2 ROW to evaluate the habitat potential for karst invertebrate species. Cost includes one day of backhoe excavation using a subcontracted backhoe operator. The Geologic Assessment will be updated to include any changes. Prior to excavation of sensitive features using heavy equipment within the Edwards Aquifer Recharge Zone (EARZ), a request must be submitted and approved by TCEQ. SWCA will prepare the request, including a description of proposed activities and a figure showing feature locations.

Excavation will cease upon encountering: (1) a cave; (2) solid bedrock with no conduits; (3) packed clay with no airflow present; (4) potential archaeological or paleontological materials; or (5) where continued excavation would be dangerous (e.g., a large overhanging rock or high levels of carbon dioxide).

If the features exhibit evidence of karst invertebrate habitat, then a species presence/absence survey may be required. This scope of work does not include presence/absence surveys. Results of the karst invertebrate habitat assessment must reported to the USFWS within five days of the assessment.

SWCA will facilitate the performance of a Phase II Environmental Site Assessment utilizing a subconsultant to assess hazardous materials concerns associated with the cattle dipping vat identified within the Ronald Reagan D2 project limits. SWCA will coordinate the execution of the Phase II Environmental Site Assessment and communication/meetings between the subconsultant and engineer.

7. GEOTECHNICAL SERVICES

   No change to original WA, SWA1, or SWA2

8. PLAN PREPARATION

   a. ROADWAY:

      - Add left turn lanes and median crossings at new intersections including:
         1. Silver Spur West
         2. Above & Beyond Way
         3. Gravel pit on east end of project
      - Add intersections / median crossovers at new locations listed above.
      - Modify ditches / cross sections to accommodate added turn lanes
      - Coordinate design of driveways for Somerset developments

   b. TRAFFIC:

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- Prepare traffic signal plan sheets for new flashing beacons at Silver Spur West, Silver Spur East, and Above & Beyond Way. Plan sheets will include: existing traffic control that will remain, flashing beacon installation details, additional traffic controls, elevation sheets, conduit, controller and wiring design, flashing operation, power source location, and quantities.
- Utilize TxDOT standard detail sheets for construction details including poles, detectors, pull box, conduit layout, and controller foundation. Utilize TxDOT specifications and provisions required for traffic signals.
- Coordinate with GEC in identifying power sources.

c. DELIVERABLES:

- 100% PS&E submittal; per 100%/Final Plan Submittal Checklist
- Final PS&E submittal; per 100%/Final Plan Submittal Checklist

9. PERMITS

No change to original WA, SWA1, or SWA2

10. BIDDING PHASE SERVICES

No change to original WA, SWA1, or SWA2

11. EXCLUSIONS

- Traffic signal warrant study for proposed flashing beacons.
- Full traffic signal design
- Corridor lighting / illumination design

12. ASSUMPTIONS

No change to original WA, SWA1, or SWA2

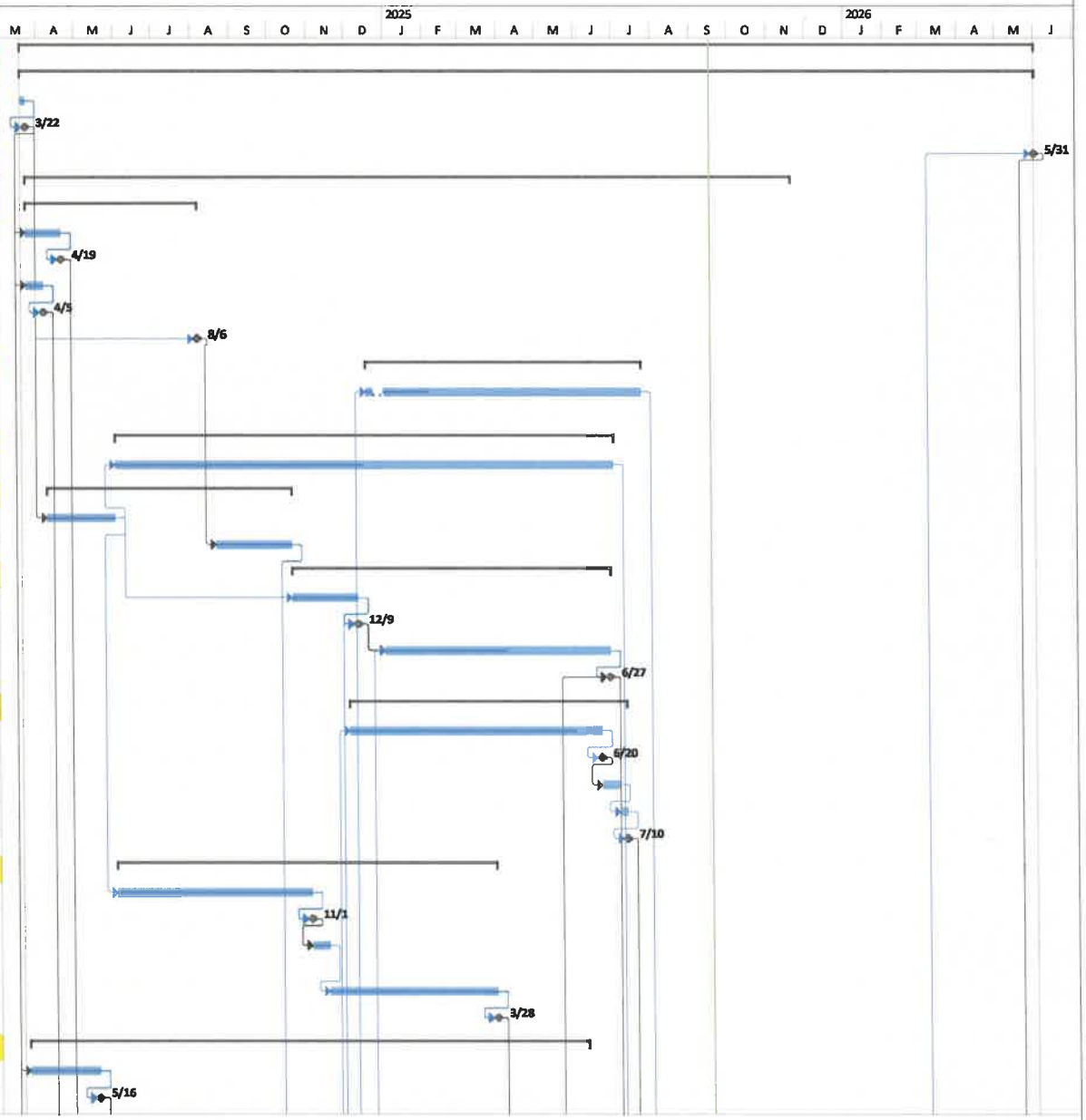
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PRIME: AMERICAN STRUCTUREPOINT, INC.
ROADWAY: RONALD REAGAN SEGMENT D2

RONALD REAGAN SEGMENT D2
ATTACHMENT C-3: WORK SCHEDULE

WA #1-SWA3

ID	Task Name	Duration	Start	Finish
1	**Williamson County - Ronald Reagan Segment D2 Schedule**	**804 days**	**Tue 3/19/24**	**Sun 5/31/26**
2	Milestones	804 days	Tue 3/19/24	Sun 5/31/26
3	Project Start Date	4 days	Tue 3/19/24	Fri 3/22/24
4	Notice to Proceed = Date of Execution	0 days	Fri 3/22/24	Fri 3/22/24
5	Work Authorization Termination	0 days	Sun 5/31/26	Sun 5/31/26
6	Design Development Activities	607 days	Sat 3/23/24	Wed 11/19/25
7	**Project Management**	**136 days**	**Sat 3/23/24**	**Tue 8/6/24**
8	Prepare QA/QC Plan	28 days	Sat 3/23/24	Fri 4/19/24
9	Submit QA/QC Plan	0 days	Fri 4/19/24	Fri 4/19/24
10	Create CPM Baseline Schedule	14 days	Sat 3/23/24	Fri 4/5/24
11	Submit CPM Baseline Schedule	0 days	Fri 4/5/24	Fri 4/5/24
12	NTP on Supplemental	0 days	Tue 8/6/24	Tue 8/6/24
13	**Public Involvement**	**218.4 day**	**Tue 12/17/24**	**Wed 7/23/25**
14	Support Public Involvement, Property Owner, and Stakeholder Meetings	210 days	Tue 12/17/24	Wed 7/23/25
15	**Utility Coordination Support**	**395 days**	**Sat 6/1/24**	**Mon 6/30/25**
16	Review utility information, incorporate utility information into de	395 days	Sat 6/1/24	Mon 6/30/25
17	**Design Survey**	**194 days**	**Mon 4/8/24**	**Fri 10/18/24**
18	Aerial Survey	54 days	Mon 4/8/24	Fri 5/31/24
19	Supplemental Survey	60 days	Tue 8/20/24	Fri 10/18/24
20	**Drainage Study**	**252 days**	**Sat 10/19/24**	**Fri 6/27/25**
21	Drainage Study	52 days	Sat 10/19/24	Mon 12/9/24
22	Submit Preliminary Drainage Report & Drainage Models	0 days	Mon 12/9/24	Mon 12/9/24
23	Prepare Final Drainage Report	179 days	Tue 12/31/24	Fri 6/27/25
24	Submit Final Drainage Report & Drainage Models	0 days	Fri 6/27/25	Fri 6/27/25
25	**Environmental Services**	**220 days**	**Tue 12/3/24**	**Thu 7/10/25**
26	Perform Environmental Services	199 days	Tue 12/3/24	Fri 6/20/25
27	Submit All Draft Environmental Reports	0 days	Fri 6/20/25	Fri 6/20/25
28	GEC / County Review of Draft Environmental Reports	14 days	Sat 6/21/25	Fri 7/4/25
29	Prepare All Final Environmental Reports	6 days	Sat 7/5/25	Thu 7/10/25
30	Submit Final Environmental Reports	0 days	Thu 7/10/25	Thu 7/10/25
31	**Geotechnical Services**	**301 days**	**Sat 6/1/24**	**Fri 3/28/25**
32	Perform Geotechnical Services	154 days	Sat 6/1/24	Fri 11/1/24
33	Submit Draft Pavement, Bridge, Wall, and Scour Design Report	0 days	Fri 11/1/24	Fri 11/1/24
34	GEC / County review of Draft Pavement, Bridge, Wall, and Scour Design Report	14 days	Sat 11/2/24	Fri 11/15/24
35	Prepare Final Pavement, Bridge, Wall, and Scour Design Report	133 days	Sat 11/16/24	Fri 3/28/25
36	Submit Final Pavement, Bridge, Wall, and Scour Design Report	0 days	Fri 3/28/25	Fri 3/28/25
37	**Plan Preparation (PS&E)**	**443 days**	**Sat 3/23/24**	**Sun 6/8/25**
38	Prepare typical sections	55 days	Sat 3/23/24	Thu 5/16/24
39	Submit typical sections	0 days	Thu 5/16/24	Thu 5/16/24



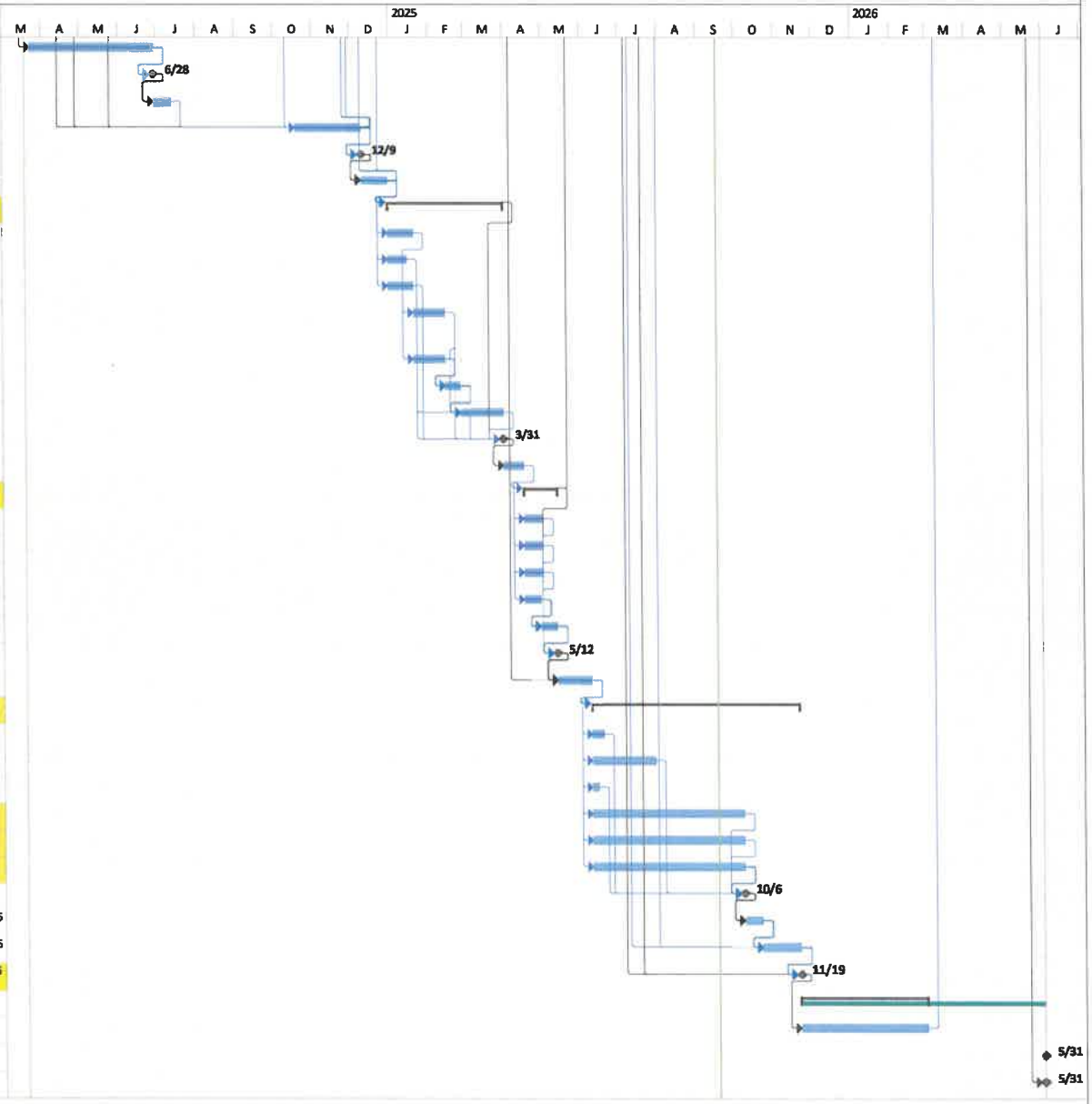
WA No. 1 - SWA#3
Termination Date:
May 31, 2026

Task	Project Summary	Inactive Milestone	Manual Summary Rollup	Deadline	
Split	External Tasks	Inactive Summary	Manual Summary	Progress	
Milestone	External Milestone	Manual Task	Start-only	Manual Progress	
Summary	Inactive Task	Duration-only	Finish-only		

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RONALD REAGAN SEGMENT D2
ATTACHMENT C-3: WORK SCHEDULE

ID	Task Name	Duration	Start	Finish
40	Design Criteria and Conceptual Layout Design	98 days	Sat 3/23/24	Fri 6/28/24
41	Submit DSF & Conceptual Layout (Pre-30% Design)	0 days	Fri 6/28/24	Fri 6/28/24
42	GEC / County Review of Conceptual Layout (Pre-30% Design)	14 days	Sat 6/29/24	Fri 7/12/24
43	30% Design	52 days	Sat 10/19/24	Mon 12/9/24
44	30% PS&E Submittal	0 days	Mon 12/9/24	Mon 12/9/24
45	GEC/County 30% Review	21 days	Tue 12/10/24	Mon 12/30/24
46	**60% Design**	**91 days**	**Tue 12/31/24**	**Mon 3/31/25**
47	VE Study and Incorporate VE Study Comments	20 days	Tue 12/31/24	Sun 1/19/25
48	Convert Jennings Branch bridge to a bridge class culvert	15 days	Tue 12/31/24	Tue 1/14/25
49	Coordinate with Contech on Culvert 3 arch pipe	20 days	Tue 12/31/24	Sun 1/19/25
50	Adjusting horizontal location of walls to avoid impact to utilites	25 days	Mon 1/20/25	Thu 2/13/25
51	Shift Berry Creek Bridge to avoid utility relocates	25 days	Mon 1/20/25	Thu 2/13/25
52	Resolve WSE elevation versus bridge length for Berry Creek	12 days	Fri 2/14/25	Tue 2/25/25
53	60% plan production	34 days	Wed 2/26/25	Mon 3/31/25
54	60% PS&E Submittal & Draft Contributing Zone Plan	0 days	Mon 3/31/25	Mon 3/31/25
55	GEC / County 60% Review	16 days	Tue 4/1/25	Wed 4/16/25
56	**90% Design**	**26 days**	**Thu 4/17/25**	**Mon 5/12/25**
57	Retaining wall limit adjustments	15 days	Thu 4/17/25	Thu 5/1/25
58	Bridge coordination	15 days	Thu 4/17/25	Thu 5/1/25
59	Water quality revisions	15 days	Thu 4/17/25	Thu 5/1/25
60	Coordination on GEC comments / modifications to design	13 days	Thu 4/17/25	Tue 4/29/25
61	90% Plan Production	13 days	Wed 4/30/25	Mon 5/12/25
62	90% PS&E Submittal	0 days	Mon 5/12/25	Mon 5/12/25
63	GEC County 90% Review	27 days	Tue 5/13/25	Sun 6/8/25
64	**100% Design**	164 days	Mon 6/9/25	Wed 11/19/2
65	Wall, storm drain resubmittal	9 days	Mon 6/9/25	Tue 6/17/25
66	Incorporate Flashing Beacons / Turn Bays	50 days	Mon 6/9/25	Mon 7/28/25
67	Incorporate Ped Ramps	5 days	Mon 6/9/25	Fri 6/13/25
68	Incorporate Somerset design	120 days	Mon 6/9/25	Mon 10/6/25
69	Coordinate Phase II ESA	120 days	Mon 6/9/25	Mon 10/6/25
70	Coordinate Sensitive Areas and Good Omen Springs	120 days	Mon 6/9/25	Mon 10/6/25
71	100% PS&E Submittal & Final Contributing Zone Plan	0 days	Mon 10/6/25	Mon 10/6/25
72	GEC / County 100% Review	14 days	Tue 10/7/25	Mon 10/20/25
73	Final Submittal preparation	30 days	Tue 10/21/25	Wed 11/19/25
74	**Final Submittal**	**0 days**	**Wed 11/19/25**	**Wed 11/19/25**
75	Bidding Phase Services	100 days	Thu 11/20/25	Fri 2/27/26
76	Bidding Phase Services	100 days	Thu 11/20/25	Fri 2/27/26
77	Contract End	0 days	Sun 5/31/26	Sun 5/31/26
78	Contract End	0 days	Sun 5/31/26	Sun 5/31/26



WA No. 1 - SWA#3
Termination Date:
May 31, 2026

Task	Project Summary	Inactive Milestone	Manual Summary Rollup	Deadline
Split	External Tasks	Inactive Summary	Manual Summary	Progress
Milestone	External Milestone	Manual Task	Start-only	Manual Progress
Summary	Inactive Task	Duration-only	Finish-only	

Docusign Envelope ID: A5CBC721-36E1-4522-9FC2-DC8195C9D7B5

ATTACHMENT D-3: FEE SCHEDULE
WILLIAMSON COUNTY
Ronald Reagan Segment D2 - SWA3 to WA1

American Structurepoint Inc.

Task	American Structurepoint	SAM	SWCA	STC Environmental	Total Labor
1. Project Management and Coordination	$0.00				$0.00
2. Public Involvement	$0.00				$0.00
3. Utility Coordination Support	$0.00				$0.00
4. Surveying	$0.00	$0.00			$0.00
5. Drainage Study	$0.00				$0.00
6. Environmental Services	$0.00		$9,230.00	$41,028.00	$50,258.00
7. Geotechnical Services	$0.00				$0.00
8. Plan Preparation	$128,570.00				$128,570.00
9. Permits	$0.00				$0.00
10. Bidding Phase Services	$0.00				$0.00
Unit Costs & ODE	$0.00	$0.00	$3,210.00	$12,465.80	$15,675.80
TOTAL	$128,570.00	$0.00	$12,440.00	$53,493.80	**$194,503.80**

Docusign Envelope ID: A5CBC721-36E1-4522-9FC2-DC6195C9D7B5

ATTACHMENT D-3: FEE SCHEDULE
WILLIAMSON COUNTY
Ronald Reagan Segment D3 - RWA3 to WA1

American Structurepoint Inc.

Task	Senior Project Manager	Sr. QC Reviewer	Senior Project Engineer	Project Engineer	Design Engineer	EIT	Senior Technician	Technician	Sr. Structural Engineer	Structural Engineer	Sr. Drainage Engineer	Drainage Engineer	Sr. Traffic Engineer	Traffic Engineer	Total Hours	Total Labor
Rates	$311.00	$303.00	$306.00	$301.00	$155.00	$135.00	$195.00	$130.00	$296.00	$250.00	$301.00	$200.00	$291.00	$190.00		
F. Plan Preparation	31	33	80	176	0	300	140	0	0	0	0	0	0	0	658	$ 128,570.00
a. Roadway Design															0	$ -
i. Add turn bays to median openings. Design median openings.	8	4		40		60	40								152	$ 25,440.00
ii. Coordinate design of driveways for Innovest Development	10	4		30		40	40								124	$ 23,370.00
iii. Design sidewalk / ped ramps at intersections	1	1		8		30	30								50	$ 8,730.00
b. Signalization															0	$ -
i. Prepare traffic flashing signal sheets (assume 3 intersections)	8	24	80	100		80	40								332	$ 69,040.00
															0	$ -
Total ASI Direct Labor Hours	57	33	80	176	0	300	140	0	0	0	0	0	0	0	658	
Percent of Total Hours	9%	5%	12%	27%	0%	30%	21%	0%	0%	0%	0%	0%	0%	0%		
Total ASI Direct Labor Cost																**$ 128,570.00**

Docusign Envelope ID: A5CBC721-36E1-4522-9FC2-DC6195C9D7B5

ATTACHMENT D-2: FEE SCHEDULE
WILLIAMSON COUNTY
Bandal Ranges Roadway4 (RS) - SWA3 to WA1

SWCA

Task	Subject Matter Expert IV	Subject Matter Expert III	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
Rates	$ 331.00	$ 308.00	$ 242.00	$ 236.00	$ 235.00	$ 207.00	$ 190.00	$ 189.00	$ 176.00	$ 147.00	$ 137.00	$ 128.00	$ 114.00	$ 106.00	$ 101.00	$ 77.00		
6. Environmental Service																	56	$ 9,336.00
Hazardous Materials Initial Site Assessment - Two sensitive test Subsea				10													10	$ 1,900.00
Endangered Species Act Compliance				7						30	4		10	1			46	$ 6,950.00
																	0	$ -
																	0	$ -
																	0	$ -
																	0	$ -
																	0	$ -
																	0	$ -
																	0	$ -
																	0	$ -
Total SWCA Direct Labor Hours	0	0	0	17	0	0	0	0	0	30	4	0	10	1	0	0	56	
Percent of Total Hours	0%	0%	0%	30%	0%	0%	0%	0%	0%	53%	7%	0%	18%	2%	0%	0%		
Total SWCA Direct Labor Cost																		**$ 9,230.00**
Total SWCA Other Direct Expenses																		**$ 3,218.00**
TOTAL SWCA COST																		**$ 12,448.00**

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ATTACHMENT D-3: FEE SCHEDULE
WILLIAMSON COUNTY
Ronald Reagan Boulevard (D2) - SWA3 to WA1

STC Environmental Services

Task	Principal Geologist / Professional Geo-Scientist	Senior Geologist / Scientist / Mold Consultant	Staff Scientist / Asbestos Inspector	Total Hours	Total Labor
Rates	$156.00	$104.00	$92.00		
6. Environmental Services				346	$ 41,028.00
Surface Soil Testing and Testing of the Spring	10	40		50	$ 5,720.00
Additional Surface Soil Samples	3	25		28	$ 3,068.00
Well Installation and Groundwater Testing	4	40		44	$ 4,784.00
Summary Report	11	28		39	$ 4,628.00
Off Site Sampling	6	30		36	$ 4,056.00
Preparation of the Affected Property Assessment Report (APAR)	27	13		40	$ 5,564.00
Preparation of the Response Action Plans (RAP)	10	15		25	$ 3,120.00
Construction of the Highway and Physical Control	10	58		68	$ 7,592.00
Preparation of the Response Action Completion Report (RACR)	10			10	$ 1,560.00
Filling of the Deed Notice	3			3	$ 468.00
Final TCEQ Approval	3			3	$ 468.00
Total STC Direct Labor Hours	97	249	0	346	
Percent of Total Hours	28%	72%	0%		
Total STC Direct Labor Cost					**$ 41,028.00**
Total STC Other Direct Expenses					**$ 12,465.80**
TOTAL STC COST					**$ 53,493.80**

Docusign Envelope ID: A5CBC721-36E1-4522-9FC2-DC6195C9D7B5

ATTACHMENT D-3: FEE SCHEDULE
WILLIAMSON COUNTY
Ronald Reagan Segment D2
Other Direct Expenses (American Structurepoint, Inc.)

Direct Expenses	Rate	Unit	Quantity	Cost
SWCA				
Hazmat Supplemental Records	$ 1,000.000	Each		$ -
GPS Table + Geode - Sub Meter Accuracy Data	$ 40.00	Each		$ -
Mileage	$ 0.70	Miles	300	$ 210.00
Backhoe and Operator	$ 3,000.00	Day	1	$ 3,000.00
			SUB TOTAL	**$ 3,210.00**
STC Environmental Services				
Meals (Excluding alcohol & tips) (Overnight stay required)	$ 40.000	day/person	3	$ 120.00
Mileage - 15 Round Trips at 260 miles/trip	$ 0.70	Miles	3900	$ 2,730.00
Lodging	$ 200.00	Night	2	$ 400.00
Vehicle Rental	$ 80.00	Day	0	$ -
Laboratory - Soil Moisture	$ 10.00	Test	30	$ 300.00
Laboratory - pH - Soil	$ 18.00	Test	5	$ 90.00
Laboratory - Metals Digestion	$ 16.20	Test	30	$ 486.00
Laboratory -Arsenic - Soil - ICP:	$ 16.20	Test	30	$ 486.00
Laboratory -Arsenic - water - ICP:	$ 36.00	Test	1	$ 36.00
TCLP Extraction - 8 metals	$ 50.40	Test	1	$ 50.40
TCLP Analysis - 8 metals	$ 108.00	Test	1	$ 108.00
Driller- Mobilization - truck and Probe	$ 2.10	Miles	262	$ 550.20
Driller- Mobilization - truck and compressor	$ 2.10	Miles	262	$ 550.20
Driller- Casing	$ 27.60	Foot	50	$ 1,380.00
Driller- Drill Rig	$ 2,340.00	Day	1	$ 2,340.00
Driller- Air Compressor	$ 780.00	Day	1	$ 780.00
Driller- Decon	$ 125.00	Event	1	$ 125.00
Driller- Well Completion	$ 300.00	Well	1	$ 300.00
Driller- well plugging	$ 794.40	Well	1	$ 794.40
Driller- well plugging - debris removal	$ 789.60	Well	1	$ 789.60
Well Kit - Sampling	$ 50.00	Well	1	$ 50.00
			SUB TOTAL	**$ 12,465.80**
TOTAL				**$ 15,675.80**

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Final Audit Report 2025-09-25

Created:	2025-09-25
By:	Andrea Schiele (aschiele@wilco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAtahZ46iuc3G8CoJ_vdCDc3RkqXWk4dgi

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Signature Date: 2025-09-25 - 9:37:30 PM GMT - Time Source: server- IP address: 166.205.58.51

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Commissioners Court - Regular Session **51.**

Meeting Date: 10/07/2025

Corridor A2, Seg 1 - THC Antiquities Permit Application

Submitted By: Ragan Riggs, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding an Antiquities Permit Application to the Texas Historical Commission (THC), required as part of the Due Diligence Environmental Investigation on the Corridor A2, Segment 1 project, a 2023 Road Bond project in Commissioner Precinct 4.

Background

The permit requests the approval of an intensive archaeological pedestrian survey with subsurface testing required by the Texas Historical Commission (THC) on Corridor A2, Segment 1 project. No investigations will take place until a permit is received from the Texas Historical Commission. Portions of the attached application have been redacted prior to placement on the court agenda, to protect restricted information. Redacted information will be included in the application to the Texas Historical Commission. Project: P680.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Corridor A2, Seg 1 - THC Antiquities Permit Application

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	10/01/2025 09:49 AM
Form Started By: Ragan Riggs		Started On: 09/30/2025 10:48 AM
Final Approval Date: 10/01/2025		

TEXAS HISTORICAL COMMISSION

ANTIQUITIES PERMIT APPLICATION FORM ARCHEOLOGY

GENERAL INFORMATION

I. PROPERTY TYPE AND LOCATION

Project Name (and/or Site Trinomial) Corridor A2 - Segment 1
County (ies) Williamson
USGS Quadrangle Name and Number Taylor (30097-E4)
UTM Coordinates Zone 14 E 648987 m N 3377786 m
Location The project is located from Farm-to-Market Road (FM) 973 to County Road (CR) 406, south of Taylor, in Williamson County, Texas
Federal Involvement × Yes ❑ No
Name of Federal Agency USACE Forth Worth District
Agency Representative Arlo McKee

II. OWNER (OR CONTROLLING AGENCY)

Owner Williamson County
Representative County Judge Steven Snell
Address 710 South Main St., Suite 101
City/State/Zip Georgetown, TX 78626
Telephone (include area code) 512-943-1550 Email Address ctyjudge@wilco.org

III. PROJECT SPONSOR (IF DIFFERENT FROM OWNER)

Sponsor Same as owner
Representative
Address
City/State/Zip
Telephone (include area code) Email Address

PROJECT INFORMATION

I. PRINCIPAL INVESTIGATOR (ARCHEOLOGIST)

Name Joey O'Keefe, M.A.
Affiliation SWCA Environmental Consulting
Address 4407 Monterey Oaks Boulevard, Suite 110, Bldg. 1
City/State/Zip Austin, Texas 78749
Telephone (include area code) 512-476-0891, ext. 111236 Email Address joey.okeefe@swca.com

(OVER)

ANTIQUITIES PERMIT APPLICATION FORM (CONTINUED)

II. PROJECT DESCRIPTION

Proposed Starting Date of Fieldwork October 2025
Requested Permit Duration 5 Years _____ Months (1 year minimum)
Scope of Work (Provided an Outline of Proposed Work) See attached scope of work

III. CURATION & REPORT

Temporary Curatorial or Laboratory Facility SWCA on-site facilities, Austin, Texas
Permanent Curatorial Facility Center for Archaeological Research at UT in San Antonio

IV. LAND OWNER'S CERTIFICATION

I, _____, as legal representative of the Land Owner, _____, do certify that I have reviewed the plans and research design, and that no investigations will be performed prior to the issuance of a permit by the Texas Historical Commission. Furthermore, I understand that the Owner, Sponsor, and Principal Investigator are responsible for completing the terms of the permit.
Signature _____ Date _____

V. SPONSOR'S CERTIFICATION

I, _____, as legal representative of the Sponsor, _____, do certify that I have review the plans and research design, and that no investigations will be performed prior to the issuance of a permit by the Texas Historical Commission. Furthermore, I understand that the Sponsor, Owner, and Principal Investigator are responsible for completing the terms of this permit.
Signature _____ Date _____

VI. INVESTIGATOR'S CERTIFICATION

I, Joey O'Keefe, as Principal Investigator employed by SWCA Environmental Consultant (Investigative Firm), do certify that I will execute this project according to the submitted plans and research design, and will not conduct any work prior to the issuance of a permit by the Texas Historical Commission. Furthermore, I understand that the Principal Investigator (and the Investigative Firm), as well as the Owner and Sponsor, are responsible for completing the terms of this permit.
Signature Joseph O'Keefe Date 09/08/2025

Principal Investigator must attach a research design, a copy of the USGS quadrangle showing project boundaries, and any additional pertinent information. Curriculum vita must be on file with the Archeology Division.

FOR OFFICIAL USE ONLY

Reviewer _____ Date Permit Issues _____
Permit Number _____ Permit Expiration Date _____
Type of Permit _____ Date Received for Data Entry _____

Texas Historical Commission
Archeology Division
P.O. Box 12276, Austin, TX 78711-2276
Phone 512-463-6096
thc.texas.gov

SWCA
ENVIRONMENTAL CONSULTANTS
Sound Science. Creative Solutions.®

4407 Monterey Oaks Boulevard
Building 1, Suite 110
Austin, Texas 78749
Tel 512.476.0891 Fax 512.476.0893
www.swca.com

September 8, 2025

Rebecca Shelton
Texas Historical Commission
P.O. Box 12276
Austin, Texas 78711-2276

Re: Request for Antiquities Permit to Conduct Cultural Resources Investigations for Corridor A2 - Segment 1 in Williamson County, Texas / SWCA Project No. 87699.009

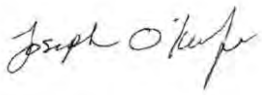
Dear Rebecca Shelton:

This letter is a request for a Texas Antiquities Permit to conduct cultural resources investigations for the Corridor A2 - Segment 1 in Williamson County, Texas (project). The project consists of ground-disturbing activities associated with the construction of approximately 2 miles (3.2 kilometers) of a new two-lane road within a 350-foot-wide (106.7-meter-wide) right-of-way, totaling 120.3 acres (48.7 hectares) in an area with a maximum depth of impact of 40 feet (12.2 meters). As the proposed project is being undertaken by Williamson County, a political subdivision of the State of Texas, a Texas Antiquities Permit is required in accordance with the Antiquities Code of Texas (Texas Natural Resource Code, Title 9, Chapter 191) and accompanying Rules of Practice and Procedure (Texas Administrative Code, Title 13, Chapter 26).

Because the project crosses waters of the United States under jurisdiction of the U.S. Army Corps of Engineers, Section 106 of the National Historic Preservation Act is applicable to this project. The project may receive federal funding through the Texas Department of Transportation (TxDOT); therefore, historic resources fieldwork will be conducted according to TxDOT documentation standards.

If you have any questions or concerns, please contact me at (512) 476-0891, extension 111236, or Joey.Okeefe@SWCA.com.

Sincerely,



Joey O'Keefe, M.A.
Principal Investigator

Cc:
Claire Parra, Project Manager
Mitch Ford, Principal Investigator (Architecture/Historic Resources)

PROPOSED SCOPE OF WORK FOR CULTURAL RESOURCES INVESTIGATIONS FOR THE CORRIDOR A2 - SEGMENT 1, WILLIAMSON COUNTY, TEXAS

Project Landowner and Sponsor – Williamson County
Project Consultant – SWCA Environmental Consultants
Principal Investigator – Joey O'Keefe, M.A.
Architectural Historian – Mitch Ford, M.S.
Date – September 8, 2025

INTRODUCTION

On behalf of Williamson County (County), LJA Engineering, Inc. (LJA), has retained SWCA Environmental Consultants (SWCA) to conduct cultural resources investigations (archaeological and historic) in support of the Corridor A2 - Segment 1 (project) within Williamson County, Texas (Figure 1). The project consists of ground-disturbing activities associated with the construction of approximately 2 miles (3.2 kilometers [km]) of new location roadway within a 350-foot-wide (106.7-meter [m]-wide) right-of-way (ROW), totaling 120.3 acres (48.7 hectares [ha]) in area (project area) (Figure 2).

As the proposed project is being undertaken by the County, a subdivision of the State, the project will be subject to review under the Antiquities Code of Texas (ACT), and the cultural resources investigation requires a Texas Antiquities Permit. Because the project crosses waters of the United States under jurisdiction by the U.S. Army Corps of Engineers, Section 106 of the National Historic Preservation Act (NHPA) (54 United States Code 306108) and its implementing regulations (36 Code of Federal Regulations [CFR] 800) are applicable to these investigations. The project may receive federal funding through the Texas Department of Transportation (TxDOT); therefore, historic resources fieldwork will be conducted according to TxDOT documentation standards.

SWCA proposes to conduct an intensive archaeological pedestrian survey with systematic shovel testing of the 2-mile-long (3.2-km-long), 120.3-acre (48.7-ha) project area (see Figure 2). The goal of the work will be to identify any previously recorded prehistoric and historic-age archaeological sites in the project area; locate any previously undiscovered archaeological sites; establish vertical and horizontal site boundaries, as appropriate with regard to the project area; and evaluate the significance and eligibility of any site recorded for listing in the National Register of Historic Places (NRHP) and for designation as a State Antiquities Landmark (SAL). All work will be conducted in accordance with the ACT.

Area of Potential Effects

The proposed project area of potential effects (APE) appears on the *Taylor, Texas* (30097-E4), U.S. Geological Survey (USGS) 7.5-minute topographic quadrangle map. The proposed project spans from the Farm-to-Market Road (FM) 973 to County Road (CR) 406 and overlaps with CR 405 near the center of the project area, providing an east to west thoroughfare that connects the three existing roadways. The project area is located within both semi-rural and residentially developed settings in the southern extent of Williamson County, Texas (see Figure 1, Figure 2). The proposed roadway crosses tributaries to Battleground Creek and Boggy Creek, with elevations that range from 535 feet (163 m) above mean sea level at the eastern extent to 610 feet (186 m) above mean sea level at the western extent. The direct APE consists of the proposed ROW and any associated easements, and all parcels within 300 feet of the proposed ROW comprise the indirect APE. The proposed direct APE is the archaeological APE, and the combined APE (direct APE plus indirect APE) is the non-archaeological APE for historic resources investigations per TxDOT documentation standards (TxDOT 2025a).

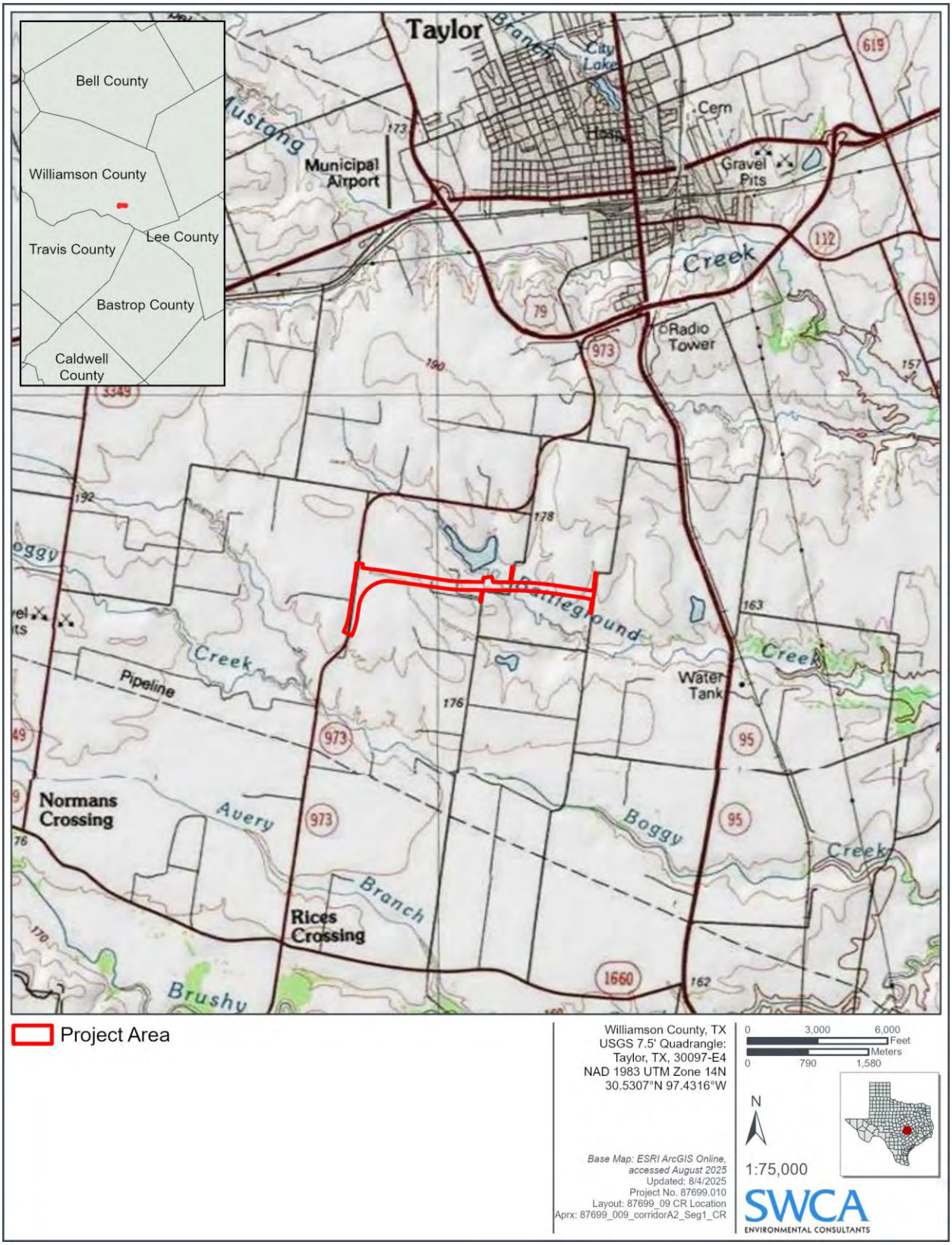


Figure 1. Project location.

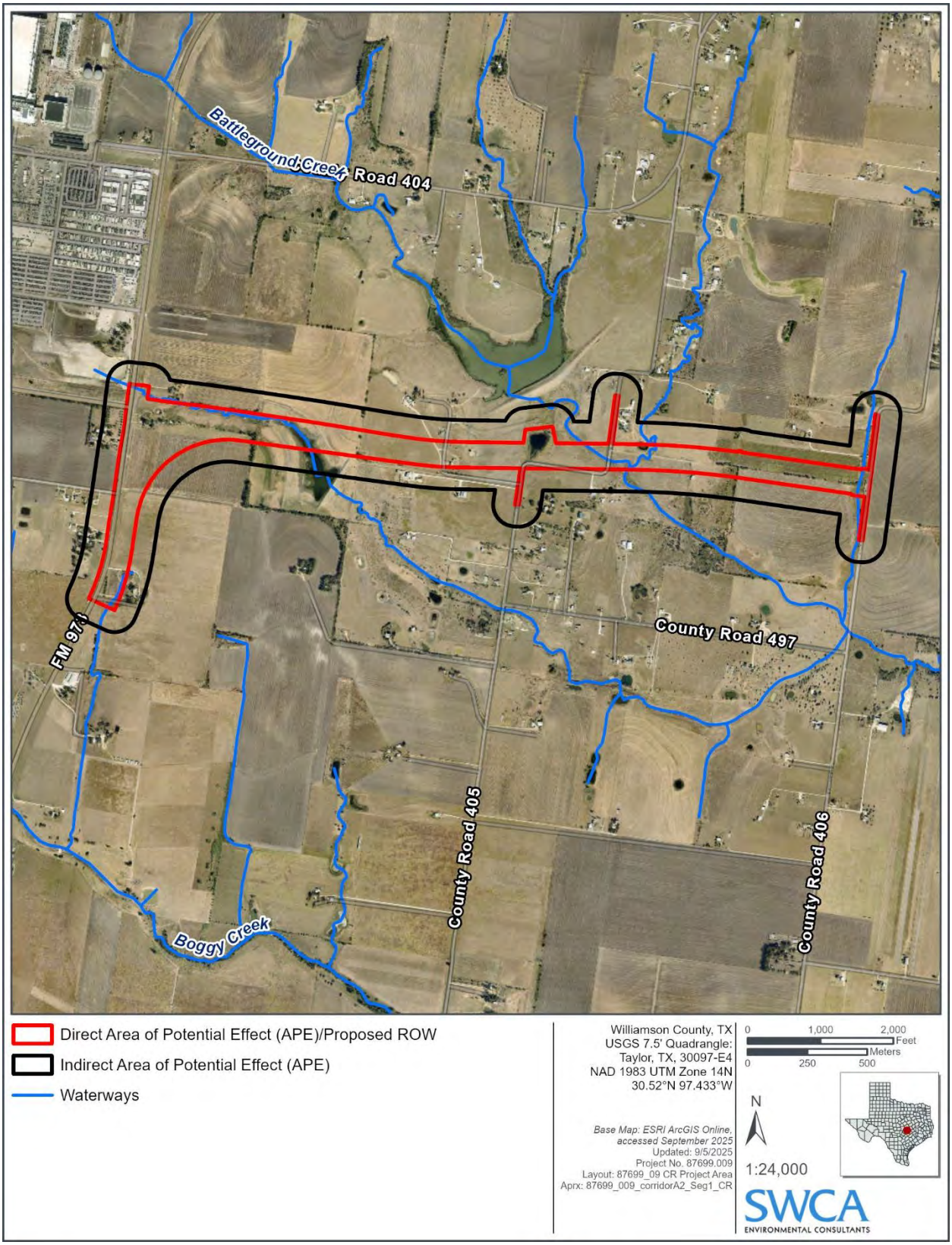


Figure 2. Area of potential effects overview.

PROJECT SETTING

The project area crosses the Northern Blackland Prairie subregion within the Texas Blackland Prairie ecoregion (Griffith et al. 2007). The physiography of the area is generally described as light to moderately dissected, irregular plains with low to moderate gradient streams containing silty, clayey, and sandy substrates. Historically, the landscape of these rolling to nearly level plains consisted of tallgrass prairie vegetation predominantly shaped by frequent fires and bison grazing (Griffith et al. 2007).

Geology

The underlying geology of the project area mainly consists of the Cretaceous-age Upper Taylor Marl formation, as well as the Pleistocene-age High Gravel Deposits (Barnes et al. 1974; USGS 2025a). These formations are composed predominantly of gravels and marls up to 600 feet (182.9 m) thick (Table 1, Figure 3).

Table 1. Geology in the Project Area (listed in order of prevalence)

Symbol	Name	Period	Epoch or Series	Group	Acres	Percentage of the Project Area
Kknm	Navarro Group and Marlbrook Marl ("upper Taylor marl")	Cretaceous	Gulfian	Taylor Group	67.2	55.9
Qhg	High Gravel Deposits	Quaternary	Pleistocene	N/A	53.1	44.1
Total					**120.3**	**100.0**

Sources: Barnes et al. (1974); USGS (2025a)

Soils

According to the Natural Resources Conservation Service (NRCS) (2019), seven soil series are mapped within the project area (Table 2; see Figure 3). These soils are mainly derived from calcareous materials and mudstones and have recorded A horizons that terminate between 3.1 and 18.1 inches (8–46 centimeters [cm]) below surface.

Three different mapped units of the Branyon soil series (BrA, BrB, BrkB) are present within 56.1% (69.9 acres [28.3 ha]) of the project area (see Table 2). In general, the Branyon series consists of moderately well-drained, very slowly permeable soils that are very deep over indurated limestone bedrock. These nearly level to very gently sloping soils formed in calcareous clayey alluvium derived from Pleistocene mudstone. This soil occurs on treads of stream terraces on river valleys. Slopes range from 0 to 15 percent (NRCS 2019). The soils and geologic data together suggest the project area has a low to moderate potential to contain buried cultural materials.

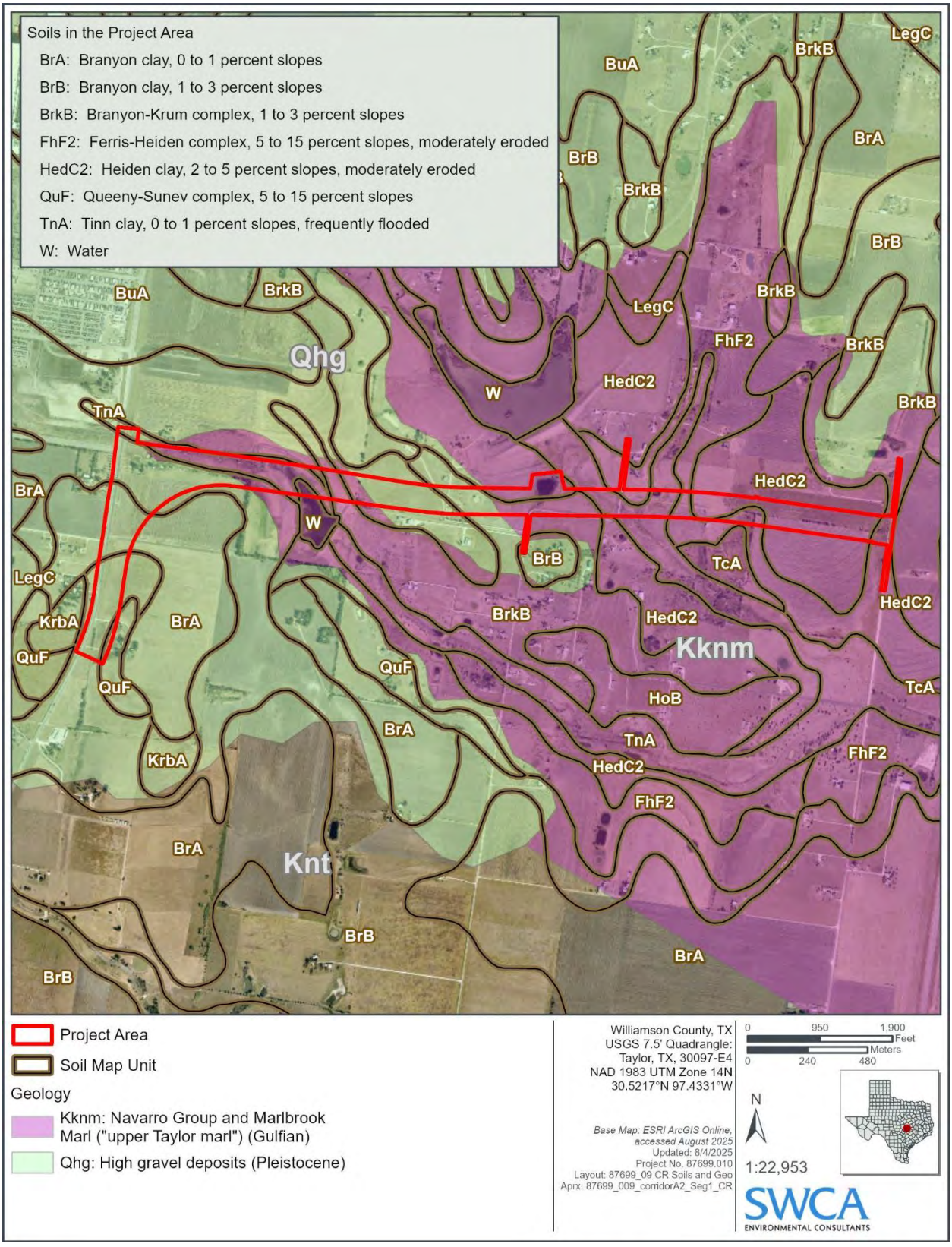


Figure 3. Geology and soils in the project area.

Table 2. Soils in the Project Area (listed in order of prevalence)

Symbol	Name	Age/Formation/Parent Material	Acres	Percentage of the Project Area
BrB	Branyon clay, 1 to 3 percent slopes	Pleistocene/calcareous clayey alluvium/mudstone	42.5	35.3
TnA	Tinn clay, 0 to 1 percent slopes	Calcareous clayey alluvium	20.0	16.6
HedC2	Heiden clay, 2 to 5 percent slopes	Clayey residuum/mudstone	17.6	14.6
FhF2	Ferris-Heiden complex, 5 to 15 percent slopes	Clayey residuum/calcareous mudstone	15.1	12.6
BrkB	Branyon-Krum complex, 1 to 3 percent slopes	Pleistocene/calcareous clayey alluvium/mudstone	14.3	11.9
BrA	Branyon clay, 0 to 1 percent slopes	Pleistocene/calcareous clayey alluvium/mudstone	8.9	7.4
QuF	Queeny-Sunev complex, 5 to 15 percent slopes	Cretaceous/calcareous alluvium/shale, claystone, siltstone, chalk	1.0	0.8
W	Water	N/A	1.0	0.8
Total			**120.3**	**100.0**

Source: NRCS (2019)

BACKGROUND REVIEW

An SWCA archaeologist performed a background review in July 2025 of cultural resources within a 0.6-mile (1.0-km) buffer surrounding the project area (study area) (Figure 4). The review included assessment of a 1,300-foot historic resources survey study area per TxDOT standards (TxDOT 2025a). SWCA reviewed the Texas Archeological Sites Atlas (Atlas), a restricted, online database maintained by the Texas Historical Commission (THC) and the Texas Archeological Research Laboratory, for any previously conducted archaeological surveys and previously recorded historic-age or prehistoric archaeological sites located in or near the project area (THC 2025a). The Atlas also provides data on NRHP properties and districts, SALs, Official Texas Historical Markers (OTHMs), Protected Areas Database of the United States (PAD US), cemeteries, historic trails, and local neighborhood surveys. Listings are limited to projects under purview of the ACT or the NHPA of 1966; therefore, all previous work conducted in an area may not be available. The background review included a review of the TxDOT Historic Resources Aggregator (Aggregator), which maps resources and districts determined eligible for the NRHP, National Historic Landmarks (NHLs), Recorded Texas Historic Landmarks (RTHLs), and local/potential historic districts (TxDOT 2025b). The Aggregator also has a data set for the 1936 Texas Centennial Markers, which are eligible for the NRHP under Criterion A for Social History in the *Monuments and Buildings of the Texas Centennial Multiple Property Submission Documentation Form* (TxDOT 2025b; Wilson and Smith 2018). SWCA also reviewed the project and study areas for Family Land Heritage (FLH) Centennial Farms identified by the Texas Department of Agriculture (TDA), cemetery locations on Find a Grave's (2025) online database, and relevant locations in the Texas Freedom Colonies Project (TDA 2025; Texas Freedom Colonies Project 2025).

As part of the review, SWCA also examined the TxDOT Historic Overlay, a mapping/geographic information system (GIS) data set with historical maps and resource information covering most portions of the state (Foster et al. 2006), historical USGS quadrangle maps available on the USGS TopoView

website (USGS 2025b), and historical aerial photography contained on the Nationwide Environmental Title Research (NETR) Historic Aerials website (NETR 2025) to determine if any potential historical aboveground resources (PHRs) and/or features are located within the project and study areas.

The review determined that eight previously conducted cultural resources investigations, one previously recorded archaeological site, and two TDA Centennial Farms are within the study area (see Figure 4) (TDA 2025; THC 2025a). Three of the cultural resources investigations intersect the project area (THC 2025a). Additionally, a total of 76 PHRs are within the study area; four intersect the project area, and an additional 10 are located within 300 feet (91.4 m) of the project area.

No SALs, NHLs, NRHP-listed or -eligible properties, RTHLs, OTHMs, PAD USs, local historic districts, known cemeteries, vicinity cemeteries, or recorded freedom colonies were identified within the project or study areas (see Figure 4) (THC 2025a; TxDOT 2025b).

Previous Cultural Resources Surveys

The background review determined that eight previously conducted archaeological surveys have been conducted within the study area, three of which intersect the project area (Table 3; see Figure 4) (THC 2025a). The surveys were conducted between 1980 and 2020.

No Texas Antiquities Permit numbers are available for the three previous investigations that intersect the project area, and limited contextual information is available on the Atlas. No archaeological sites were recorded during the investigations (THC 2025a). None of these surveys were aboveground/historic resources surveys.

Table 3. Previous Cultural Resources Surveys within the Study Area

Survey Date	Location	Sponsor / Agency	Investigating Firm	THC Atlas Number	ACT Permit	Sites Recorded within Study Area
1980	Within study area	Soil Conservation Service	–	8500004705	–	None
1980	**Intersects project area**	**Soil Conservation Service**	**–**	**8500004706**	**–**	**None**
1993	Within study area	Federal Highway Administration	–	8500004701	–	None
1993	Within study area	Federal Highway Administration	–	8500004702	–	None
1994	**Intersects project area**	**Federal Highway Administration**	**–**	**8400004331**	**–**	**None**
2009	**Intersects project area**	**National Resource Conservation Service**	**NRCS**	**8500015623**	**–**	**None**
2020	Within study area	United States Army Corps of Engineers, City of Hutto	Integrated Environmental Solutions, LLC	8500081970	9197	None
2020	Within study area	City of Hutto	Integrated Environmental Solutions, LLC	8500082304	9197	None

Source: THC (2025)
Note: Bold rows indicate previously conducted surveys within project area.

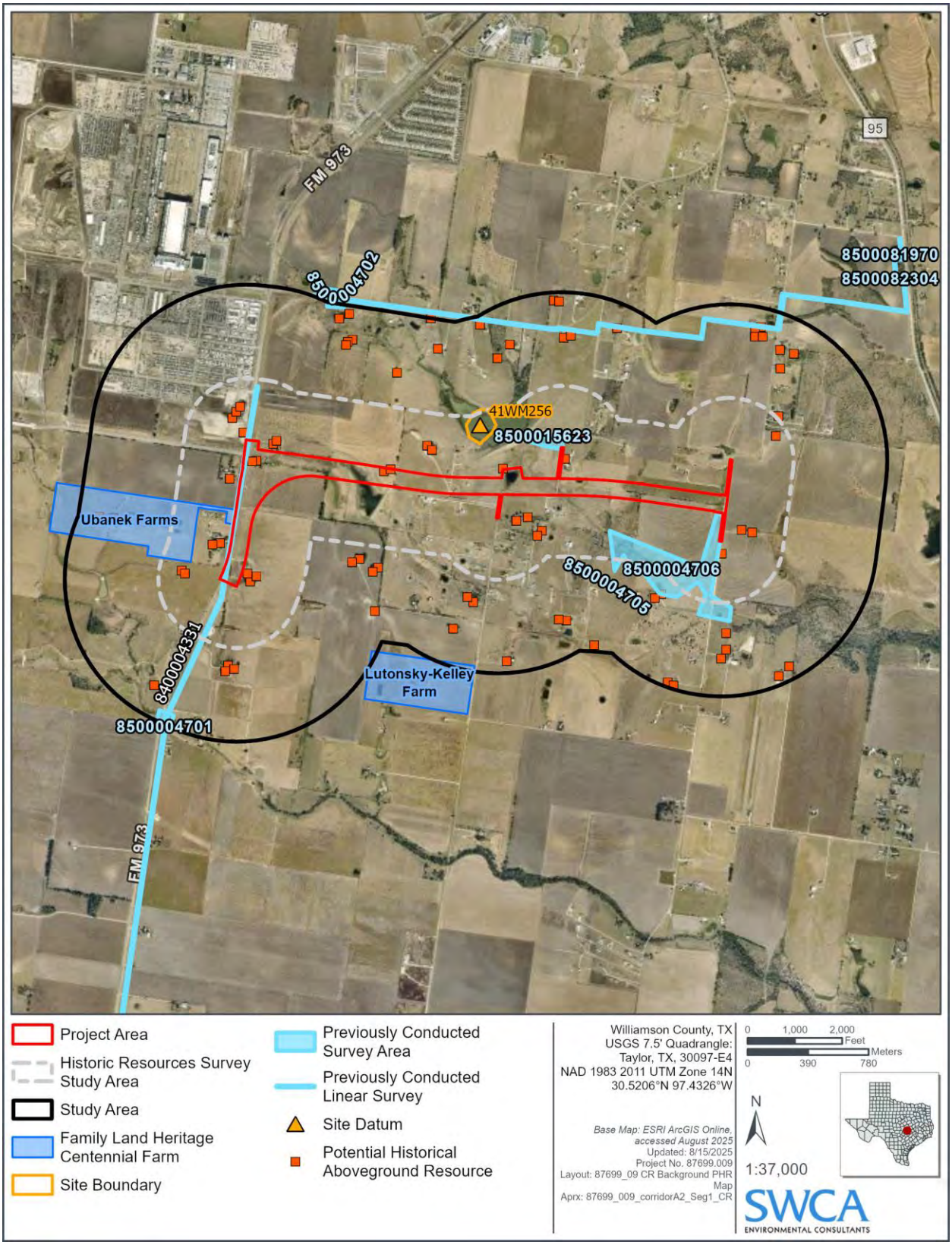


Figure 4. Cultural resources background review results map.

Previously Recorded Archaeological Sites

One archaeological site (i.e., 41WM256) is located within the study area (see Figure 4) (THC 2025a). Site 41WM256 was originally recorded in 1973 and is approximately 700 feet (214 m) north of the proposed project area, and north and east of CR 405. Based on artifacts observed at the site and collected by various landowners, the site was determined to be associated with the Archaic period (Prikryl 1973). Artifacts include Darl, Fairland, Castroville, and Marshall type projectile points, as well as preforms, gouges, scrapers, and debitage. The rimsherd of a ceramic vessel was also reportedly recovered from the site by a landowner (Prikryl 1973). The southern portion of the site extends across both sides of Battleground Creek and likely extended to the property immediately to the north. The site is presently almost entirely underwater, as a flood control dam was constructed on Battleground Creek soon after the site was documented. No determination of eligibility has been made for the site; therefore, the site is considered undetermined with regard to NRHP eligibility (THC 2025a). While this site is well outside the currently defined project area, it is noted that all sites with undetermined NRHP eligibility warrant avoidance or further investigations.

Centennial Farms

There are two Centennial Farms (i.e., Urbanek Farms and Lutonsky-Kelley Farm) within the study area (see Figure 4) (TDA 2025). Urbanek Farms is located off Urbanek Farm Road approximately 0.5 mile (0.8 km) west of CR 973 and 0.3 mile (0.5 km) south of Samsung Highway. Modern aerial imagery indicates the main house has six associated outbuildings (NETR 2025). Lutonsky-Kelley Farm straddles the study area and areas outside the study area to the south of the proposed project. Current aerial imagery indicates there are two houses and nine outbuildings in the agricultural complex (NETR 2025).

Historical Map Review

Archaeologists reviewed maps and aerial images dating from 1885 to 1964 to determine if any resources are within the project area (Foster et al. 2006; NETR 2025; USGS 2025b). SWCA identified 75 PHRs within the study area, four of which are within the project area, and 10 PHRs within 300 feet (91.4 m) of the project area (see Figure 4). The PHR inventory did not include any data structure type. Most of these PHRs are likely associated with historic structures related to agriculture.

PROPOSED SCOPE OF WORK

SWCA proposes an intensive archaeological survey and a reconnaissance-level historic resources survey for this project. Each investigation methodology is discussed below.

Intensive Archaeological Survey

Once a Texas Antiquities Permit has been obtained, SWCA will conduct an archaeological field survey of the 2-mile-long (3.2-km-long), 120.3-acre (48.7-ha) project area. The field survey will be performed by a team of two SWCA archaeologists walking the proposed project area. SWCA archaeologists will survey 30-m-wide transects along the project area, examining the ground surface for artifacts and features. The survey will be of sufficient intensity to determine the nature, extent, and, if possible, potential significance of any cultural resources located within the proposed project area. Subsurface explorations will be accomplished through shovel testing. The placement and quantity of these excavations will depend on the level of disturbance within the proposed project boundary and the nature of the soils, geology, and topography.

Shovel tests will be 12 inches (30 cm) in diameter and excavated in arbitrary 8-inch (20-cm) levels to 31 inches (80 cm) below surface unless the bottom of Holocene deposits in depositional areas, subsoil in upland areas, or bedrock are encountered which preclude reaching that depth. The matrix will be screened through ¼-inch mesh. The location of each shovel test will be plotted using a submeter-accurate GPS receiver, and each test will be recorded on appropriate project field forms. Shovel tests will be excavated according to Council of Texas Archeologists (CTA) standards (2020) promulgated by the THC. For linear projects, the THC/CTA fieldwork standards require a minimum of 16 shovel tests per mile of 30-m-wide survey corridor; this equates to no fewer than 128 shovel tests within the proposed project area. Areas with previously recorded sites or other cultural resources revealed in the archival research will require additional shovel testing to explore the nature of the cultural deposits, per CTA standards (CTA 2020).

Potential Deep Testing Area Review

An SWCA geoarchaeologist reviewed the project area to determine if deep mechanical investigations (i.e., backhoe trenching) are warranted and, if so, to what extent. The soils, geology, and lack of significant terrace development along the adjacent first-order creek in the project area precludes the likelihood of intact, deeply buried cultural deposits; therefore, deep testing investigations are not warranted within the project area, as currently defined. In the event that shovel test excavations determine the potential for cultural deposits deeper than 31 inches (80 cm) below surface, SWCA will make recommendations for any areas that require deep testing (i.e., backhoe trenching). If deep testing is determined to be necessary, an ACT permit amendment detailing this proposed methodology will be submitted to the THC for review and approval.

Site Documentation

If an archaeological site is encountered during the investigation, it will be explored as much as possible with consideration to land access constraints. All recorded sites will be mapped in detail and plotted on USGS 7.5-minute topographic quadrangle maps with a handheld, submeter-accurate GPS unit and appropriate project maps for planning purposes. All identified sites will be assessed regarding potential significance so that recommendations can be made for property management (i.e., avoidance, non-avoidance, or further work). Existing standing structures more than 45 years in age in the project area will be photographed and documented. A review of historical aerial maps will be conducted, and a preliminary assessment of the structures will be conducted by a Secretary of the Interior (SOI)-qualified architectural historian to determine their potential significance and age. The analysis will follow National Park Service (NPS) guidelines (Little et al. 2000; NPS 1983).

All identified cultural resources will be delineated and recorded following CTA standards (2020) promulgated by the THC. An archaeological site is defined as physical evidence of human activity that is at least 50 years old and contains, or are characterized by one or more of the following criteria:

- Ten or more artifacts (of any class and type) within a 50-foot (15-m) diameter area. Fire-cracked rock or artifacts that all appear to originate from a single source (e.g., one ceramic pot drop, one broken glass bottle) are not considered a site; however, discrete, single knapping episodes (activity areas) are also treated as a site.
- One or more datable archaeological features (with or without associated artifacts).
- Two or more undatable archaeological features within 100 feet (30.5 m) of each other.
- A single undatable feature with associated artifacts.

If an archaeological site is identified during the investigation, SWCA will delineate the site according to CTA standards (CTA 2020). Cultural manifestations observed greater than 100 feet (30.5 m) apart will be

considered spatially unrelated, and cultural materials that do not fit within the archaeological site criteria will be considered Isolated Occurrences. As such, occurrences will be recorded noting the type and quantity of materials, as well as the size and shape of any features, architectural/construction details, possible function, and any potential relationship to nearby cultural materials. Additionally, guidelines set forth by the THC's *Guidance for Studying Late 19th-century and Early 20th-century Sites* (THC 2025b) will be followed for any historic-age sites documented within the project area.

SWCA proposes a non-collection survey. Artifacts will be tabulated, analyzed, and documented in the field but not collected. Temporally diagnostic artifacts will be described in detail and photographed in the field. This policy will reduce curation costs once the fieldwork is concluded; however, as per the stipulations of the Texas Antiquities Permit, all paperwork and photographs generated during the field investigation must be curated at an approved repository.

The following procedures will be initiated in the event unanticipated human remains are discovered. Should human remains be encountered during construction, work in the immediate area will cease, and the archaeological survey crew and Principal Investigator will evaluate the finding(s) and provide recommendations for how to manage the resource under Texas Health and Safety Code and Chapter 49 of the Texas Code of Criminal Procedure. Upon discovery of human remains by the Principal Investigator, the appropriate law enforcement officials, representatives from Williamson County, and the THC will be notified immediately. In all cases, the location will be immediately secured with all work to cease within the project area and a buffer zone of at least a 100-foot (30.5-m) radius from the discovery. Any human remains will be carefully covered with muslin fabric, geotextile and lightweight plastic sheeting, and reburied under a shallow blanket of soil to prevent unnecessary exposure. Care will be taken to prevent any disturbance of the potential human remains during removal of vehicles and equipment. Until appropriate consultation has occurred, the discovery shall remain protected from any disturbance, such that no human remains, or associated artifacts are touched, moved, or collected. Until consultation is complete, and a removal strategy is defined, the human remains will remain in place (in the ground), protected from natural forces, vandalism, and looting. Construction in the area of discovery may resume only upon approval and/or clearance by the THC (and law enforcement, if applicable).

Historic Resources Survey

Because of permitting with the USACE, SWCA understands the proposed project is subject to Section 106 of the NHPA. Additionally, SWCA understands the project is likely to receive federal funding through the Federal Highway Administration; therefore, all fieldwork will be conducted according to TxDOT standards (TxDOT 2025a). Additional TxDOT documentation (i.e., project coordination request, research design, and historic resources survey report) will be completed in the future once federal funding is finalized. Because the proposed project is sponsored by the County, a political subdivision of the State of Texas, the proposed project is also subject to the ACT.

To ensure compliance with the NHPA and ACT, SWCA proposes a reconnaissance-level historic resources survey (also known as architectural or built environment survey) of the APE defined as the proposed ROW (also known as the direct APE or APE for physical impacts) and intersecting Williamson Central Appraisal District (CAD) parcels within 300 feet of the proposed ROW (also known as the indirect APE or APE for nonphysical impacts). SWCA proposes documentation of all historic-age (i.e., 45 years of age or older from the project let date) resources (buildings, structures, objects, sites, districts) built in or before the let date of 1982, based on an estimated let date of 2027, within the APE.

Following the approval of the scope of work and issuance of the ACT permit, an SWCA architectural historian who meets the SOI Professional Qualifications (36 CFR 61) will complete documentation of historic-age resources according to TxDOT, THC, and NPS documentation standards. The survey will

also meet THC and NPS standards. Following completion of fieldwork, SWCA architectural historians will compile a report with survey results and recommendations. Each historic-age resource will be evaluated for NRHP eligibility. It is SWCA's understanding that Section 4(f) of the U.S. Department of Transportation Act does not apply to this project. If a historic property is listed in or eligible for the NRHP, SWCA will also complete an effects analysis. SWCA anticipates approximately 20 historic-age resources within the APE.

Site Documentation

An SWCA architectural historian who meets the SOI Professional Qualifications (36 CFR Part 61) will complete survey documentation according to NPS, THC, and TxDOT documentation standards (Denton 1999; NPS 1997; TxDOT 2025a). The architectural historian will document historic-age resources on intersecting parcels within the indirect APE. Nonhistoric-age resources on historic-age resource parcels will be documented with the primary historic-age resource. Historic-age resources include any districts, buildings, structures, objects, and sites identified in the APE. Resource documentation will adhere to the following parameters:

- Agricultural complexes will be documented according to the *Agricultural Theme Study of Central Texas*, in that they will include extant domestic and agricultural work zones (Moore et al. 2013).
- Each historic-age resource will have at least two photographs. Nonhistoric-age resources will have at least one photograph. Photographs will have a resolution of 1200x1600. A front façade and oblique photograph will be taken of each historic-age resource and will be captioned with photographic direction. Aerial imagery will be used to supplement documentation of obstructed resources.
- Each historic-age resource will be documented on an inventory form with at least two photographs. Nonhistoric-age resources will be documented alongside the primary historic-age resource.
- Livestock tanks will only be documented if they are part of a historic-age agricultural complex.
- Manufactured homes will not be documented, but mobile home parks will be documented as a single historic-age resource.
- Resources will be numbered from west to east. For parcels with multiple resources, the primary historic-age resource will be numbered '1A' and subordinate and/or nonhistoric-age resources will be numbered subsequently (i.e., 1B, 1C, etc.).
- Survey results will have corresponding map figures, which will include the project location, the APE and intersecting parcels, and surveyed resources. If a resource is recommended eligible for the NRHP, a map figure depicting the recommended NRHP boundary for the resource and contributing/noncontributing resources to the NRHP property or district will be provided.

Approximately 20 survey locations with historic-age resources have been identified on Williamson CAD parcels that intersect the APE. Preliminary review of the APE found that at least one historic-age resource would be displaced by the proposed project ROW alignment. SWCA anticipates the historic-age resources within the APE to have associations with agricultural, domestic, and landscape historical uses. SWCA will summarize each documented historic-age resource with a brief architectural description, research findings, integrity assessment, and an NRHP evaluation.

SWCA historians will use the following literature review and sources to guide documentation and evaluation efforts:

- *A Field Guide to American Houses (Revised): The Definitive Guide to Identifying and Understanding America's Domestic Architecture* by Virginia Savage McAlester (2015).
- *Agricultural Theme Study for Central Texas* by David W. Moore Jr., Martha Freeman, and Maryellen Russo (Moore, et al. 2013).
- Williamson CAD and records from the Williamson County Clerk's Office at the Williamson County Courthouse in Georgetown (Williamson CAD 2025).
- *National Register Bulletin 15: How to Apply the National Register Criteria for Evaluation* by NPS Cultural Resources (NPS 1997).
- *National Register Bulletin 30: Guidelines for Evaluating and Documenting Rural Historic Landscapes* by Linda Flint McClelland, J. Timothy Keller, Genevieve P. Keller, and Robert Z. Melnick (McClelland et al. 1999).

SWCA architectural historians will compile report sections for the historic resources survey methodology, survey results, recommendations, and (if applicable) an effects analysis. These report sections will be integrated into the singular report deliverable alongside the archaeological investigation.

Reporting and Curation

SWCA will prepare a single draft report of the investigation detailing the results of the cultural resources survey. The report will conform to THC and CTA reporting standards (CTA 2025). The report will document the general nature of the project area, the methodology used in the investigation, the presence and condition of any previously recorded sites revealed in the records review, the general nature and extent of cultural resources encountered during the archaeological survey, recommendations on the need for further work, and the potential significance of the cultural resources regarding future development and NRHP/SAL status.

SWCA will submit a digital draft copy of the report to the County, LJA, and the THC for review and comment. Once this has been accomplished, SWCA will incorporate any appropriate edits and will submit a final draft report to the THC for review and comment. As part of completing Texas Antiquities Permit requirements, SWCA will furnish two electronic copies of the final report on a tagged PDF formatted CD, as well as project area shapefiles, to the THC, and complete an Abstracts in Texas Contract Archeology Summary form and abstract text online. Field records will be curated at an approved curatorial facility which, in this case, is the Center for Archaeological Research at The University of Texas at San Antonio, per requirements of the ACT.

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Commissioners Court - Regular Session **52.**

Meeting Date: 10/07/2025

Corridor A2, Seg 2 - THC Antiquities Permit Application

Submitted By: Ragan Riggs, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding an Antiquities Permit Application to the Texas Historical Commission (THC), required as part of the Due Diligence Environmental Investigation on the Corridor A2, Segment 2 project, a 2023 Road Bond project in Commissioner Precinct 4.

Background

The permit requests the approval of an intensive archaeological pedestrian survey with subsurface testing required by the Texas Historical Commission (THC) on Corridor A2, Segment 2 project. No investigations will take place until a permit is received from the Texas Historical Commission. Portions of the attached application have been redacted prior to placement on the court agenda, to protect restricted information. Redacted information will be included in the application to the Texas Historical Commission. Project: P681.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Corridor A2, Seg 2 - THC Antiquities Permit Application

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	10/01/2025 09:49 AM
Form Started By: Ragan Riggs		Started On: 09/30/2025 10:49 AM
Final Approval Date: 10/01/2025		

TEXAS HISTORICAL COMMISSION

ANTIQUITIES PERMIT APPLICATION FORM ARCHEOLOGY

GENERAL INFORMATION

I. PROPERTY TYPE AND LOCATION

Project Name (and/or Site Trinomial) Corridor A2–Segment 2
County (ies) Williamson
USGS Quadrangle Name and Number Taylor (30097-E4)
UTM Coordinates Zone 14 E 652648 m N 3377591 m
Location The proposed project spans west from the existing State Highway (SH) 95 to County Road (CR) 406 in Williamson County, Texas
Federal Involvement × Yes ❑ No
Name of Federal Agency USACE Forth Worth District
Agency Representative Arlo McKee

II. OWNER (OR CONTROLLING AGENCY)

Owner Williamson County
Representative County Judge Steven Snell
Address 710 South Main St., Suite 101
City/State/Zip Georgetown, TX 78626
Telephone (include area code) 512-943-1550 Email Address ctyjudge@wilco.org

III. PROJECT SPONSOR (IF DIFFERENT FROM OWNER)

Sponsor Same as owner
Representative
Address
City/State/Zip
Telephone (include area code) Email Address

PROJECT INFORMATION

I. PRINCIPAL INVESTIGATOR (ARCHEOLOGIST)

Name Joey O'Keefe, M.A.
Affiliation SWCA Environmental Consulting
Address 4407 Monterey Oaks Boulevard, Suite 110, Bldg. 1
City/State/Zip Austin, Texas 78749
Telephone (include area code) 512-476-0891, ext. 111236 Email Address joey.okeefe@swca.com

(OVER)

ANTIQUITIES PERMIT APPLICATION FORM (CONTINUED)

II. PROJECT DESCRIPTION

Proposed Starting Date of Fieldwork October 2025
Requested Permit Duration 5 Years _____ Months (1 year minimum)
Scope of Work (Provided an Outline of Proposed Work) See attached scope of work

III. CURATION & REPORT

Temporary Curatorial or Laboratory Facility SWCA on-site facilities, Austin, Texas
Permanent Curatorial Facility Center for Archaeological Research at UT in San Antonio

IV. LAND OWNER'S CERTIFICATION

I, County Judge Steven Snell, as legal representative of the Land Owner, Williamson County, do certify that I have reviewed the plans and research design, and that no investigations will be performed prior to the issuance of a permit by the Texas Historical Commission. Furthermore, I understand that the Owner, Sponsor, and Principal Investigator are responsible for completing the terms of the permit.
Signature _____ Date _____

V. SPONSOR'S CERTIFICATION

I, _____, as legal representative of the Sponsor, _____, do certify that I have review the plans and research design, and that no investigations will be performed prior to the issuance of a permit by the Texas Historical Commission. Furthermore, I understand that the Sponsor, Owner, and Principal Investigator are responsible for completing the terms of this permit.
Signature _____ Date _____

VI. INVESTIGATOR'S CERTIFICATION

I, Joey O'Keefe, as Principal Investigator employed by SWCA Environmental Consultant (Investigative Firm), do certify that I will execute this project according to the submitted plans and research design, and will not conduct any work prior to the issuance of a permit by the Texas Historical Commission. Furthermore, I understand that the Principal Investigator (and the Investigative Firm), as well as the Owner and Sponsor, are responsible for completing the terms of this permit.
Signature Joseph O'Keefe Date 9/8/2025

Principal Investigator must attach a research design, a copy of the USGS quadrangle showing project boundaries, and any additional pertinent information. Curriculum vita must be on file with the Archeology Division.

FOR OFFICIAL USE ONLY

Reviewer _____ Date Permit Issues _____
Permit Number _____ Permit Expiration Date _____
Type of Permit _____ Date Received for Data Entry _____

Texas Historical Commission
Archeology Division
P.O. Box 12276, Austin, TX 78711-2276
Phone 512-463-6096
thc.texas.gov

SWCA
ENVIRONMENTAL CONSULTANTS
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September 9, 2025

Rebecca Shelton
Texas Historical Commission
P.O. Box 12276
Austin, Texas 78711-2276

Re: Request for Antiquities Permit to Conduct Cultural Resources Investigations for Corridor A2–Segment 2 in Williamson County, Texas / SWCA Project No. 87699.010

Dear Rebecca Shelton:

This letter is a request for a Texas Antiquities Permit to conduct cultural resources investigations for the Corridor A2–Segment 2 project (project) in Williamson County, Texas. The project consists of ground-disturbing activities associated with the construction of approximately 1 mile (1.6 kilometers) of a new two-lane road within a 350-foot-wide (106.7-meter-wide) right-of-way, totaling 60.3 acres (24.4 hectares) in area with a maximum depth of impact of 40 feet (12.2 meters). As the proposed project is being undertaken by Williamson County, a political subdivision of the State of Texas, a Texas Antiquities Permit is required in accordance with the Antiquities Code of Texas (Texas Natural Resource Code, Title 9, Chapter 191) and accompanying Rules of Practice and Procedure (Texas Administrative Code, Title 13, Chapter 26).

Because the project crosses waters of the United States under jurisdiction of the U.S. Army Corps of Engineers, Section 106 of the National Historic Preservation Act is applicable to this project. The project may also receive federal funding through the Texas Department of Transportation (TxDOT); therefore, historic resources fieldwork will be conducted in accordance with TxDOT documentation standards.

If you have any questions or concerns, please contact me at (512) 476-0891, extension 111236, or Joey.Okeefe@SWCA.com.

Sincerely,

Joey O'Keefe, M.A.
Principal Investigator

Cc:
Claire Parra, Project Manager
Mitch Ford, Principal Investigator (Architecture/Historic Resources)

PROPOSED SCOPE OF WORK FOR CULTURAL RESOURCES INVESTIGATIONS FOR THE CORRIDOR A2–SEGMENT 2, WILLIAMSON COUNTY, TEXAS

Project Landowner and Sponsor – Williamson County
Project Consultant – SWCA Environmental Consultants
Principal Investigator – Joey O'Keefe, M.A.
Architectural Historian – Mitch Ford, M.S.
Date – September 9, 2025

INTRODUCTION

On behalf of Williamson County (County), LJA Engineering, Inc. (LJA), has retained SWCA Environmental Consultants (SWCA) to conduct cultural resources investigations (archaeological and historic) in support of the Corridor A2–Segment 2 project (project) in Williamson County, Texas (Figure 1). The project consists of ground-disturbing activities associated with the construction of approximately 1 mile (1.6 kilometers [km]) of a new two-lane road within a 350-foot-wide (106.7-meter [m]-wide) right-of-way (ROW), totaling 60.3 acres (24.4 hectares [ha]) in area with a maximum depth of impact of 40 feet (12.2 m) (project area) (Figure 2).

As the proposed project is being undertaken by the County, a subdivision of the State, the project will be subject to review under the Antiquities Code of Texas (ACT), and the cultural resources investigation requires a Texas Antiquities Permit. Because the project crosses waters of the United States under jurisdiction by the U.S. Army Corps of Engineers, Section 106 of the National Historic Preservation Act (NHPA) (54 United States Code 306108) and its implementing regulations (36 Code of Federal Regulations [CFR] 800) are applicable to these investigations.

SWCA proposes to conduct an intensive archaeological pedestrian survey with systematic shovel testing of the 1-mile-long (1.6-km-long), 60.3-acre (24.4-ha) project area. The goal of the work will be to identify any previously recorded prehistoric and historic-age archaeological sites in the project area; locate any previously undiscovered archaeological sites; establish vertical and horizontal site boundaries, as appropriate with regard to the project area; and evaluate the significance and eligibility of any site recorded for listing in the National Register of Historic Places (NRHP) and for designation as a State Antiquities Landmark (SAL). SWCA also proposes a reconnaissance-level historic resources survey to evaluate all historic-age resources in the area of potential effects (APE) built in or before 1981, 45 years prior to the anticipated let date of 2026. All work will be conducted in accordance with the ACT and Section 106 of the NHPA. Because the project may receive federal funding through the Texas Department of Transportation (TxDOT), the historic resources survey will be conducted per TxDOT standards.

Area of Potential Effects

The proposed project APE appears on the *Taylor, Texas* (30097-E4), U.S. Geological Survey (USGS) 7.5-minute topographic quadrangle map. The proposed project spans west from the existing State Highway (SH) 95 to County Road (CR) 406. The project area crosses a tributary of Battleground Creek and is located within a primarily rural area within agricultural fields in the southern extent of Williamson County, Texas (see Figure 1, Figure 2). The topography of the project area is gently rolling with elevations ranging from 523 feet (159.4 m) above mean sea level at the eastern extent to 565 feet (172.2 m) above mean sea level at the western extent. The direct APE consists of the proposed ROW and any associated easements, and all parcels within 300 feet of the proposed ROW comprise the indirect APE. The proposed direct APE is the archaeological APE, and the combined APE (direct APE plus indirect APE) is the non-archaeological APE for historic resources investigations per TxDOT documentation standards (TxDOT 2025a).

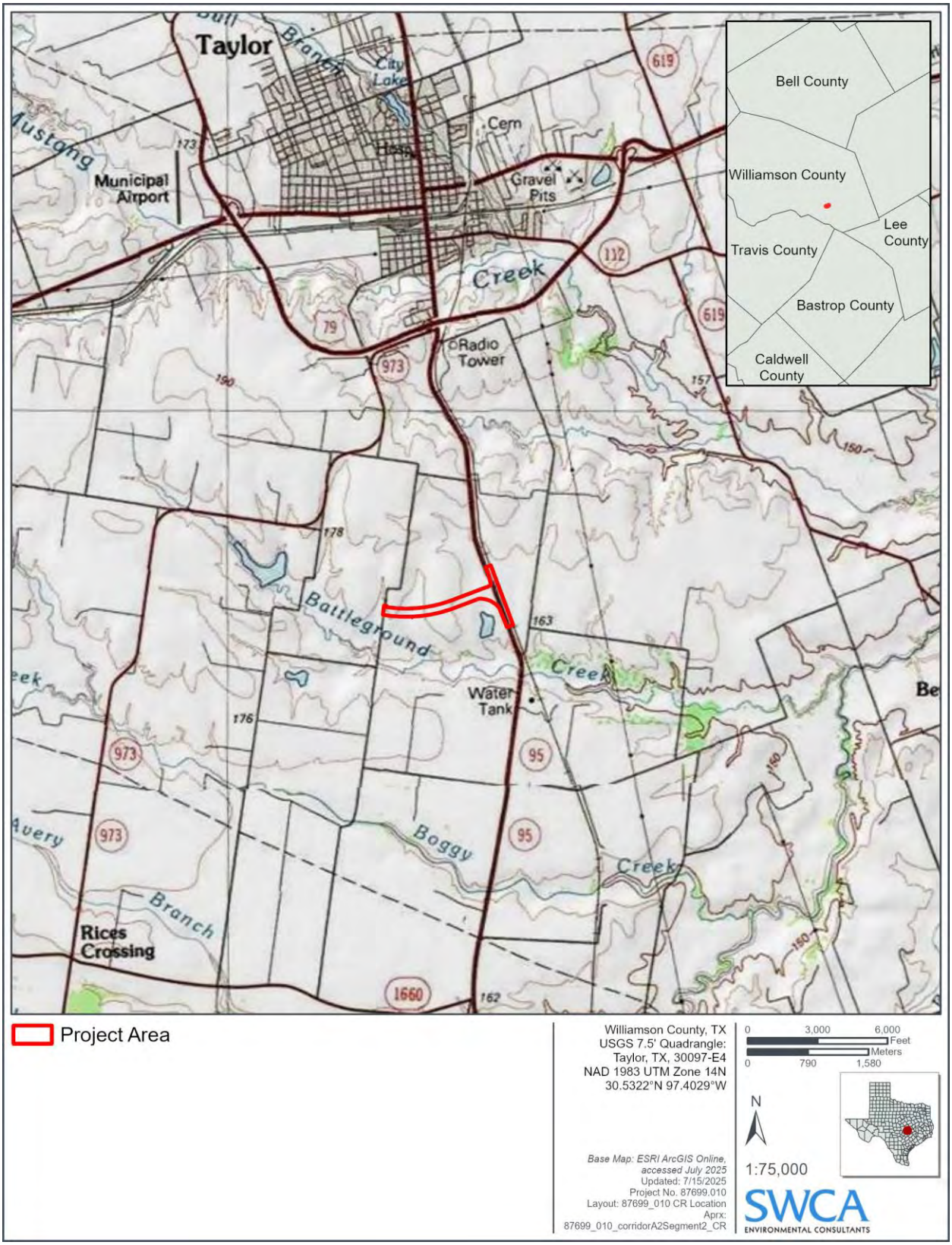


Figure 1. Project location.

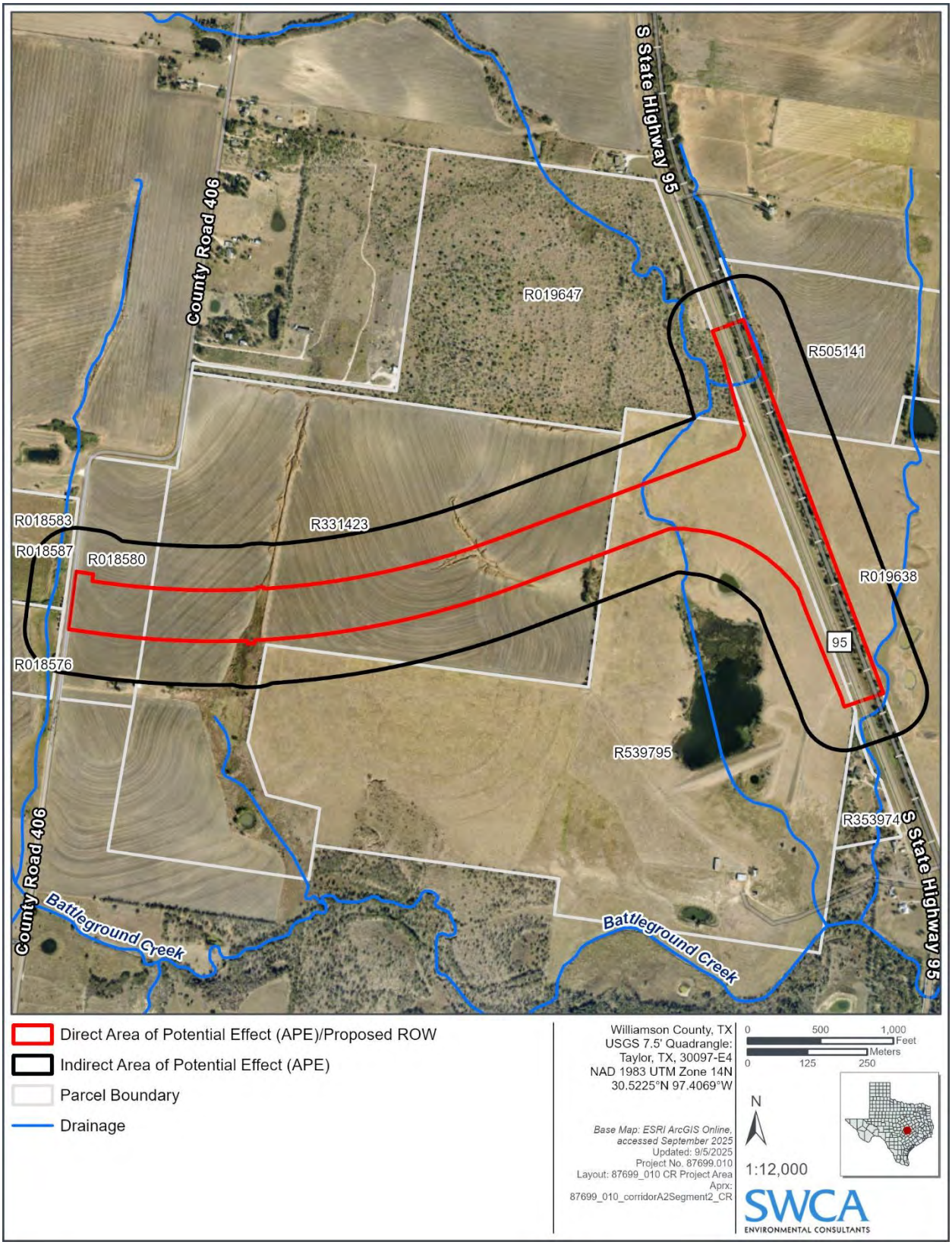


Figure 2. Area of potential effects overview.

PROJECT SETTING

The project area crosses the Northern Blackland Prairie subregion within the Texas Blackland Prairie ecoregion (Griffith et al. 2007). The physiography of the area is generally described as light to moderately dissected, irregular plains with low to moderate gradient streams containing silty, clayey, and sandy substrates. Historically, the landscape of these rolling to nearly level plains consisted of tallgrass prairie vegetation predominantly shaped by frequent fires and bison grazing (Griffith et al. 2007:61).

Geology

The underlying geology of the project area mainly consists of the Cretaceous-age Upper Taylor Marl formation (Kknm), as well as the Pleistocene-age High Gravel Deposits (Qhg) (Barnes 1974; USGS 2025a). These formations are composed predominantly of gravels and marls up to 600 feet (182.9 m) thick (Table 1, Figure 3).

Table 1. Geology in the Project Area

Symbol	Name	Period	Epoch or Series	Group	Acres	Percentage of the Project Area
Kknm	Navarro Group and Marlbrook Marl ("upper Taylor marl")	Cretaceous	Gulfian	Taylor Group	54.5	90.5
Qhg	High Gravel Deposits	Quaternary	Pleistocene	Not applicable	5.8	9.5
Total					**60.3**	**100.0**

Sources: Barnes (1974); USGS (2025a)

Note: listed in order of prevalence

Soils

According to the Natural Resources Conservation Service (NRCS) (2019), four soil series are mapped within the project area (Table 2; see Figure 3). These soils are mainly derived from calcareous materials and mudstones and have recorded A horizons that terminate between 3.1 and 18.1 inches (8–46 centimeters [cm]) below surface.

The project area is mapped predominantly as two soil series: Ferris-Heiden complex, 5 to 15 percent slopes, moderately eroded (FhF2; 48.6%), and Houston Black clay, 1 to 3 percent slopes (HoB; 28.7%) (see Table 2, Figure 3). The Ferris-Heiden series generally consists of deep and very deep, well-drained, very slowly permeable soils that formed in clayey residuum weathered from mudstone. These nearly level to moderately steep soils occur on footslopes of base slopes, shoulders of interfluves, and backslopes of side slopes of ridges on dissected plains, with slopes ranging from 0.5 to 20 percent (NRCS 2019).

The Houston Black clay series consists of very deep, moderately well-drained, very slowly permeable soils that formed in clayey residuum derived from Cretaceous-age calcareous mudstone. These nearly level to moderately sloping soils occur on interfluves and side slopes on upland ridges and on dissected plains. Generally, slopes range from 1 to 3 percent with instances of slopes ranging from 0 to 8 percent (NRCS 2019). The soils and geologic data suggest the project area has a low to moderate potential to contain buried cultural materials.

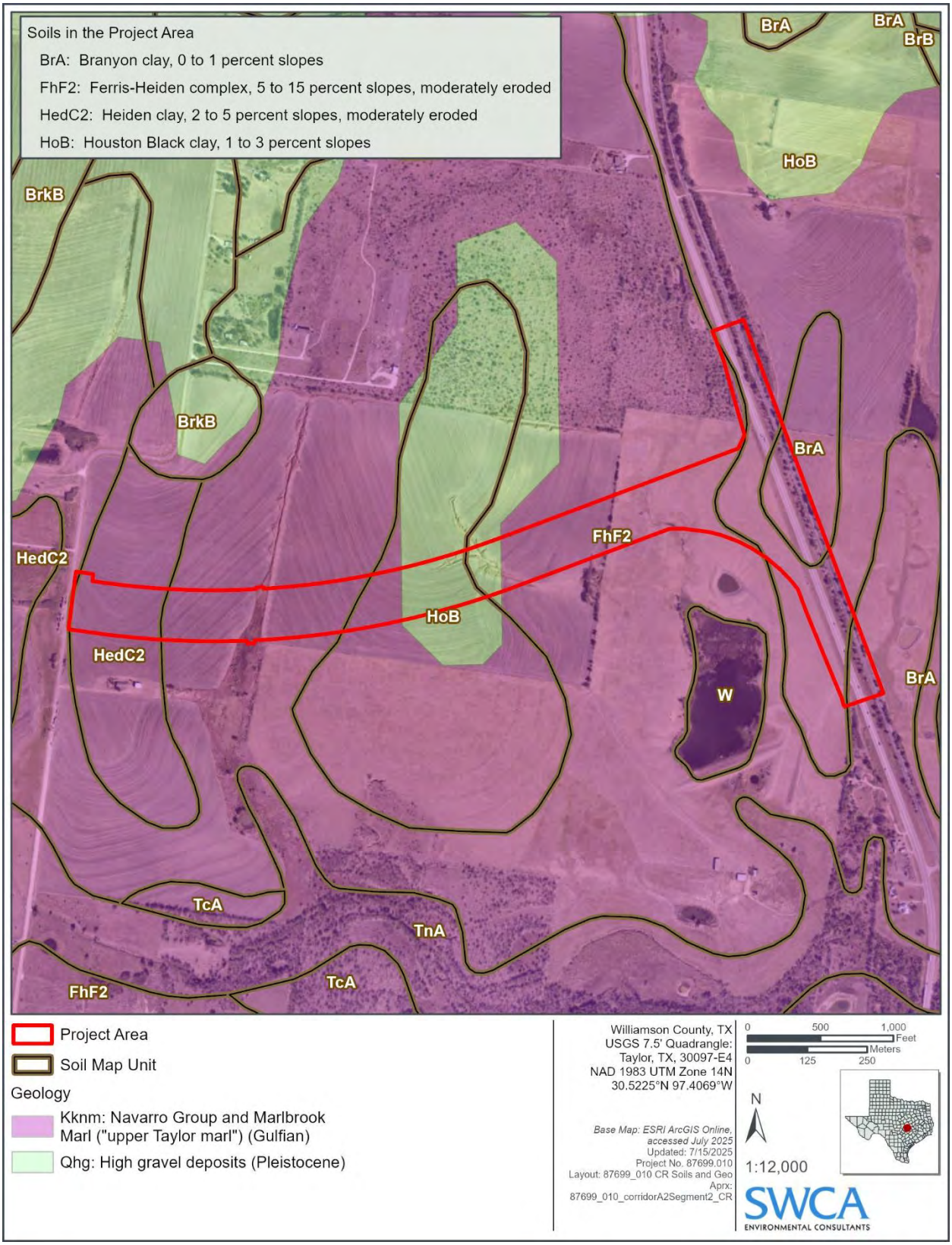


Figure 3. Geology and soils in the project area.

Table 2. Soils in the Project Area (listed in order of prevalence)

Symbol	Name	Age/Formation/Parent Material	Acres	Percentage of the Project Area
FhF2	Ferris-Heiden complex, 5 to 15 percent slopes	Clayey residuum/calcareous mudstone	29.3	48.6
HoB	Houston Black clay, 1 to 3 percent slopes	Clayey residuum/calcareous mudstone	20.7	34.4
HedC2	Heiden clay, 2 to 5 percent slopes	Clayey residuum/mudstone	5.2	9
BrA	Branyon clay, 0 to 1 percent slopes	Pleistocene/calcareous clayey alluvium/mudstone	5.1	8
Total			**60.3**	**100.0**

Source: NRCS (2019)

BACKGROUND REVIEW

An SWCA archaeologist and architectural historian performed a background review of cultural resources within a 0.6-mile (1.0-km) buffer surrounding the project area (study area) in September 2025 (Figure 4). The review included assessment of a 1,300-foot historic resources survey study area per TxDOT standards (TxDOT 2025a). SWCA reviewed the Texas Archeological Sites Atlas (Atlas), a restricted, online database maintained by the Texas Historical Commission (THC) and the Texas Archeological Research Laboratory, for any previously conducted archaeological surveys and previously recorded historic-age or prehistoric archaeological sites located in or near the project area (THC 2025a). The Atlas also provides data on NRHP properties and districts, SALs, Official Texas Historical Markers (OTHMs), Protected Areas Database of the United States (PAD-US), cemeteries, historic trails, and local neighborhood surveys. Listings are limited to projects under purview of the ACT or the NHPA of 1966; therefore, all previous work conducted in an area may not be available. The background review included a review of the TxDOT Historic Resources Aggregator (Aggregator), which maps resources and districts determined eligible for the NRHP, National Historic Landmarks (NHLs), Recorded Texas Historic Landmarks (RTHLs), and local/potential historic districts (TxDOT 2025b). The Aggregator also has a data set for the 1936 Texas Centennial Markers, which are eligible for the NRHP under Criterion A for Social History in the *Monuments and Buildings of the Texas Centennial Multiple Property Submission Documentation Form* (TxDOT 2025b; Wilson and Smith 2018). SWCA also reviewed the project and study areas for Family Land Heritage (FLH) Centennial Farms identified by the Texas Department of Agriculture (TDA), cemetery locations on Find a Grave's (2025) online database, and relevant locations in the Texas Freedom Colonies Project (TDA 2025; Texas Freedom Colonies Project 2025).

As part of the review, SWCA also examined the TxDOT Historic Overlay, a mapping/geographic information system (GIS) data set with historical maps and resource information covering most portions of the state (Foster et al. 2006), historical USGS quadrangle maps available on the USGS TopoView website (USGS 2025b), and historical aerial photography contained on the Nationwide Environmental Title Research (NETR) Historic Aerials website (NETR 2025) to determine if any potential historical aboveground resources (PHRs) and/or features are located within the project and study areas.

The review determined that five previously conducted cultural resources investigations, two previously recorded archaeological sites, and one OTHM are within the study area; none of these intersect the project area (see Figure 4) (THC 2025a). Additionally, a total of 47 PHRs are within the study area. One of the

47 PHRs intersects the northeastern extent of the project area, and one is located within 300 feet (91.4 m) of the project area.

No SALs, NHLs, NRHP-listed or -eligible properties, RTHLs, PAD-USs, local historic districts, known cemeteries, vicinity cemeteries, or recorded freedom colonies were identified within the project or study areas (see Figure 4) (TxDOT 2025b; THC 2025a).

Previous Cultural Resources Surveys

The background review determined that five previously conducted archaeological surveys have been conducted within the study area, none of which intersect the project area (Table 3; see Figure 4) (THC 2025a). One of the surveys is adjacent to the western extent of the project area. The surveys were conducted between 1974 and 2020.

No Texas Antiquities Permit numbers are available for three of the previous investigations that intersect the study area, and limited contextual information is available on the Atlas. No information is available as to whether the previous surveys within the study area included aboveground/historic resources surveys (THC 2025a).

Table 3. Previous Cultural Resources Surveys within the Study Area

Survey Date	Location	Sponsor / Agency	Investigating Firm	THC Atlas Number	ACT Permit	Sites Recorded within Study Area
1974	Within study area	Soil Conservation Service	–	8500004707	–	41WM276, 41WM278
1980	Within study area	Soil Conservation Service	–	8500004705	–	None
1980	Within study area	Soil Conservation Service	–	8500004706	–	None
2020	Within study area	U.S. Army Corps of Engineers, City of Hutto	Integrated Environmental Services, LLC (IES)	8500081970	9197	None
2020	Within study area	USACE, City of Hutto	IES	8500082304	9197	None

Source: THC (2025a)

Previously Recorded Archaeological Sites

Two archaeological sites (i.e., 41WM276 and 41WM278) are located within the study area (see Figure 4) (THC 2025a). Site 41WM276 was originally recorded in 1975 during a survey sponsored by USACE for the Brushy Creek Watershed Structures No. 31 project: a proposed reservoir project. The site was recorded as a surficial lithic scatter located approximately 1,000 feet (305 m) east of SH 95 on an upland setting adjacent to Battle Ground Creek (Shafer 1975). Artifacts identified during the 1975 investigation included one biface, four lithic flakes, and sparse burned rocks. The investigator did not provide an assessment of eligibility for the NRHP or as a SAL for the site, and the site has not been evaluated for eligibility by the THC (Shafer 1975; THC 2025a).

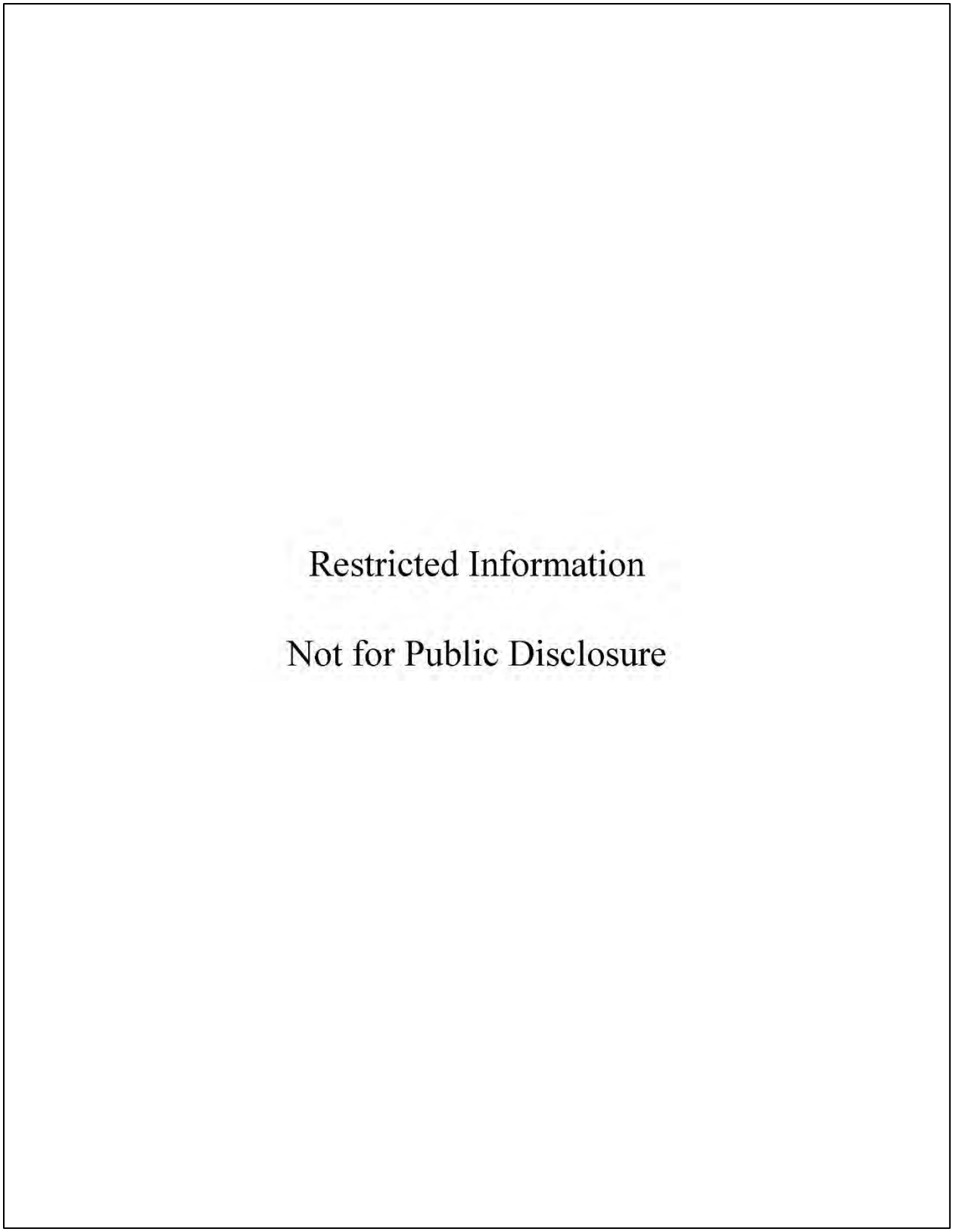


Figure 4. Cultural resources background review results map.

Site 41W278 was originally recorded in 1974 during the USACE sponsored survey for the Brushy Creek Watershed Structures No. 31 project. The site is recorded as the original location of the historic marker for the Battle of Brushy Creek (Shafer 1974). The investigator recommended the marker be relocated to an area that would be higher than the maximum water level for the proposed reservoir (Shafer 1974).

Historical Marker

One OTHM, Battle of Brushy Creek, was identified within the study area (see Figure 4). The OTHM is located 0.9 mile (1.4 km) southwest of the intersection of SH 31 West and NW 3180 Road. The Battle of Brushy Creek OTHM commemorates a skirmish between Comanche raiders and a local militia near the location of the marker in mid-winter of 1839, which ultimately led to the last major battle between Anglo settlers and indigenous populations in Williamson County. The Comanche retaliated on February 18, 1839, by attacking several area homes including those of Mrs. Robert Coleman and Dr. J. W. Robertson. Mrs. Coleman and her son, Albert, were killed, and another son, Tommy, and seven of Robertson's slaves were taken captive. The ensuing battle along nearby Brushy Creek claimed the lives of Jacob Burleson, Edward Blakely, the Reverend James Gilleland, and John B. Walters (THC 2025c).

Historical Map Review

Archaeologists reviewed maps and aerial images dating from 1885 to 1964 to determine if any historical resources are within the project area (Foster et al. 2006; NETR 2025; USGS 2025b). SWCA identified 47 PHRs within the study area, one of which, the current alignment of the Missouri Kansas Texas Railroad, is within the project area, and another is within 300 feet (91.4 m) of the project area (see Figure 4). In general, PHRs consist of wells, water towers, and outbuildings associated with agriculture and ranching.

PROPOSED SCOPE OF WORK

SWCA proposes an intensive archaeological survey and a reconnaissance-level historic resources survey for this project. Each investigation methodology is discussed below.

Intensive Archaeological Survey

Once a Texas Antiquities Permit has been obtained, SWCA will conduct an archaeological field survey of the 1-mile-long (1.6-km-long), 60.3-acre (24.4-ha) project area. The field survey will be performed by a team of two SWCA archaeologists walking the proposed project area. SWCA archaeologists will survey 30-m-wide transects along the project area, examining the ground surface for artifacts and features. The survey will be of sufficient intensity to determine the nature, extent, and, if possible, potential significance of any cultural resources located within the proposed project area. Subsurface explorations will be accomplished through shovel testing. The placement and quantity of these excavations will depend on the level of disturbance within the proposed project boundary and the nature of the soils, geology, and topography.

Shovel tests will be 12 inches (30 cm) in diameter and excavated in arbitrary 8-inch (20-cm) levels to 31 inches (80 cm) below surface unless the bottom of Holocene deposits in depositional areas, subsoil in upland areas, or bedrock are encountered which preclude reaching that depth. The matrix will be screened through ¼-inch mesh. The location of each shovel test will be plotted using a submeter-accurate GPS receiver, and each test will be recorded on appropriate project field forms. Shovel tests will be excavated according to Council of Texas Archeologists (CTA) standards (2020) promulgated by the THC. For linear projects, the THC/CTA fieldwork standards require a minimum of 16 shovel tests per mile of 30-m-wide survey corridor; this equates to no fewer than 64 shovel tests within the proposed project area. Areas with

previously recorded sites or other cultural resources revealed in the archival research will require additional shovel testing to explore the nature of the cultural deposits, per CTA standards (CTA 2020).

Potential Deep Testing Area Review

An SWCA geoarchaeologist reviewed the project area to determine if deep mechanical investigations (i.e., backhoe trenching) are warranted and, if so, to what extent. The soils, geology, and lack of significant terrace development along the adjacent first-order creek in the project area precludes the likelihood of intact, deeply buried cultural deposits; therefore, deep testing investigations are not warranted within the project area, as currently defined. In the event that shovel test excavations determine the potential for cultural deposits deeper than 31 inches (80 cm) below surface, SWCA will make recommendations for any areas that require deep testing (i.e., backhoe trenching). If deep testing is determined to be necessary, an ACT permit amendment detailing this proposed methodology will be submitted to the THC for review and approval.

Site Documentation

If an archaeological site is encountered during the investigation, it will be explored as much as possible with consideration to land access constraints. All recorded sites will be mapped in detail and plotted on USGS 7.5-minute topographic quadrangle maps with a handheld, submeter-accurate GPS unit and appropriate project maps for planning purposes. All identified sites will be assessed regarding potential significance so that recommendations can be made for property management (i.e., avoidance, non-avoidance, or further work). Existing standing structures more than 45 years in age in the project area will be photographed and documented. A review of historical aerial maps will be conducted, and a preliminary assessment of the structures will be conducted by a Secretary of the Interior (SOI)-qualified architectural historian to determine their potential significance and age. The analysis will follow National Park Service (NPS) guidelines (Little et al. 2000; NPS 1983).

All identified cultural resources will be delineated and recorded following CTA standards (CTA 2020) promulgated by the THC. An archaeological site is defined as physical evidence of human activity that is at least 50 years old and contains, or are characterized by one or more of the following criteria:

- Ten or more artifacts (of any class and type) within a 50-foot (15-m) diameter area. Fire-cracked rock or artifacts that all appear to originate from a single source (e.g., one ceramic pot drop, one broken glass bottle) are not considered a site; however, discrete, single knapping episodes (activity areas) are also treated as a site.
- One or more datable archaeological features (with or without associated artifacts).
- Two or more undatable archaeological features within 100 feet (30.5 m) of each other.
- A single undatable feature with associated artifacts.

If an archaeological site is identified during the investigation, SWCA will delineate the site according to CTA standards (CTA 2020). Cultural manifestations observed greater than 100 feet (30.5 m) apart will be considered spatially unrelated, and cultural materials that do not fit within the archaeological site criteria will be considered Isolated Occurrences. As such, occurrences will be recorded noting the type and quantity of materials, as well as the size and shape of any features, architectural/construction details, possible function, and any potential relationship to nearby cultural materials. Additionally, guidelines set forth by the THC's *Guidance for Studying Late 19th-century and Early 20th-century Sites* (THC 2025b) will be followed for any historic-age sites documented within the project area.

SWCA proposes a non-collection survey. Artifacts will be tabulated, analyzed, and documented in the field but not collected. Temporally diagnostic artifacts will be described in detail and photographed in the field. This policy will reduce curation costs once the fieldwork is concluded; however, as per the stipulations of the Texas Antiquities Permit, all paperwork and photographs generated during the field investigation must be curated at an approved repository.

The following procedures will be initiated in the event unanticipated human remains are discovered. Should human remains be encountered during construction, work in the immediate area will cease, and the archaeological survey crew and Principal Investigator will evaluate the finding(s) and provide recommendations for how to manage the resource under Texas Health and Safety Code and Chapter 49 of the Texas Code of Criminal Procedure. Upon discovery of human remains by the Principal Investigator, the appropriate law enforcement officials, representatives from Williamson County, and the THC will be notified immediately. In all cases, the location will be immediately secured with all work to cease within the project area and a buffer zone of at least a 100-foot (30.5-m) radius from the discovery. Any human remains will be carefully covered with muslin fabric, geotextile and lightweight plastic sheeting, and reburied under a shallow blanket of soil to prevent unnecessary exposure. Care will be taken to prevent any disturbance of the potential human remains during removal of vehicles and equipment. Until appropriate consultation has occurred, the discovery shall remain protected from any disturbance, such that no human remains, or associated artifacts are touched, moved, or collected. Until consultation is complete, and a removal strategy is defined, the human remains will remain in place (in the ground), protected from natural forces, vandalism, and looting. Construction in the area of discovery may resume only upon approval and/or clearance by the THC (and law enforcement, if applicable).

Historic Resources Survey

Because of permitting with the USACE, SWCA understands the proposed project is subject to Section 106 of the NHPA. Additionally, SWCA understands the project is likely to receive federal funding through the Federal Highway Administration; therefore, all fieldwork will be conducted according to TxDOT standards (TxDOT 2025a). Additional TxDOT documentation (i.e., project coordination request, research design, and historic resources survey report) will be completed in the future once federal funding is finalized. Because the proposed project is sponsored by the County, a political subdivision of the State of Texas, the proposed project is also subject to the ACT. Because no historic properties are within the APE, none of the anticipated surveyed historic-age resources will be eligible for SAL designation as aboveground non-archaeological resources.

To ensure compliance with the NHPA and ACT, SWCA proposes a reconnaissance-level historic resources survey (also known as architectural or built environment survey) of the APE defined as the proposed ROW (also known as the direct APE or APE for physical impacts) and intersecting Williamson Central Appraisal District (CAD) parcels within 300 feet of the proposed ROW (also known as the indirect APE or APE for nonphysical impacts). SWCA proposes documentation of all historic-age resources (i.e., 45 years of age or older from the project let date), including buildings, structures, objects, sites, and districts built in or before the let date of 1981, based on an estimated let date of 2026, within the APE.

Following the approval of the scope of work and issuance of the ACT permit, an SWCA architectural historian who meets the SOI Professional Qualifications (36 CFR 61) will complete documentation of historic-age resources according to TxDOT, THC, and NPS documentation standards. The survey will also meet THC and NPS standards. Following completion of fieldwork, SWCA architectural historians will compile a report with survey results and recommendations. Each historic-age resource will be evaluated for NRHP eligibility. It is SWCA's understanding that Section 4(f) of the U.S. Department of Transportation Act does not apply to this project. If a historic property is listed in or eligible for the

NRHP, SWCA will also complete an effects analysis. SWCA anticipates approximately 15 historic-age resources within the APE.

Site Documentation

An SWCA architectural historian who meets the SOI Professional Qualifications (36 CFR Part 61) will complete survey documentation according to NPS, THC, and TxDOT documentation standards (Denton 1999; NPS 1997; TxDOT 2025a). The architectural historian will document historic-age resources on intersecting parcels within the indirect APE. Nonhistoric-age resources on historic-age resource parcels will be documented with the primary historic-age resource. Historic-age resources include any districts, buildings, structures, objects, and sites identified in the APE. Resource documentation will adhere to the following parameters:

- Agricultural complexes will be documented according to the *Agricultural Theme Study of Central Texas*, in that they will include extant domestic and agricultural work zones (Moore et al. 2013).
- Each historic-age resource will have at least two photographs. Nonhistoric-age resources will have at least one photograph. Photographs will have a resolution of 1200x1600 pixels. A front façade and oblique photograph will be taken of each historic-age resource and will be captioned with photographic direction. Aerial imagery will be used to supplement documentation of obstructed resources.
- Each historic-age resource will be documented on an inventory form with at least two photographs. Nonhistoric-age resources will be documented alongside the primary historic-age resource.
- Livestock tanks will only be documented if they are part of a historic-age agricultural complex.
- Manufactured homes will not be documented, but mobile home parks will be documented as a single historic-age resource.
- Resources will be numbered from west to east. For parcels with multiple resources, the primary historic-age resource will be numbered ‘1A’ and subordinate and/or nonhistoric-age resources will be numbered subsequently (i.e., 1B, 1C, etc.).
- Survey results will have corresponding map figures, which will include the project location, the APE and intersecting parcels, and surveyed resources. If a resource is recommended eligible for the NRHP, a map figure depicting the recommended NRHP boundary for the resource and contributing/noncontributing resources to the NRHP property or district will be provided.

SWCA anticipates the historic-age resources within the APE to have associations with agricultural, domestic, and landscape historical uses. SWCA will summarize each documented historic-age resource with a brief architectural description, research findings, integrity assessment, and an NRHP evaluation. SWCA historians will use the following literature review and sources to guide documentation and evaluation efforts:

- *A Field Guide to American Houses (Revised): The Definitive Guide to Identifying and Understanding America's Domestic Architecture* by Virginia Savage McAlester (2015).
- *Agricultural Theme Study for Central Texas* by David W. Moore Jr., Martha Freeman, and Maryellen Russo (Moore et al. 2013).
- Williamson CAD and records from the Williamson County Clerk’s Office at the Williamson County Courthouse in Georgetown (Williamson CAD 2025).

- *National Register Bulletin 15: How to Apply the National Register Criteria for Evaluation* by NPS Cultural Resources (NPS 1997).
- *National Register Bulletin 30: Guidelines for Evaluating and Documenting Rural Historic Landscapes* by Linda Flint McClelland, J. Timothy Keller, Genevieve P. Keller, and Robert Z. Melnick (McClelland et al. 1999).

SWCA architectural historians will compile report sections for the historic resources survey methodology, survey results, recommendations, and (if applicable) an effects analysis. These report sections will be integrated into the singular report deliverable alongside the archaeological investigation.

Reporting and Curation

SWCA will prepare a single draft report of the investigation detailing the results of the cultural resources survey. The report will conform to THC and CTA reporting standards (CTA 2025). The report will document the general nature of the project area, the methodology used in the investigation, the presence and condition of any previously recorded sites revealed in the records review, the general nature and extent of cultural resources encountered during the archaeological survey, recommendations on the need for further work, and the potential significance of the cultural resources regarding future development and NRHP/SAL status.

SWCA will submit a digital draft copy of the report to the County, LJA, and the THC for review and comment. Once this has been accomplished, SWCA will incorporate any appropriate edits and will submit a final draft report to the THC for review and comment. As part of completing Texas Antiquities Permit requirements, SWCA will furnish two electronic copies of the final report on a tagged PDF formatted CD, as well as project area shapefiles, to the THC, and complete an Abstracts in Texas Contract Archeology Summary form and abstract text online. Field records will be curated at an approved curatorial facility which, in this case, is the Center for Archaeological Research at The University of Texas at San Antonio, per requirements of the ACT.

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Commissioners Court - Regular Session **53.**

Meeting Date: 10/07/2025

RM 2243 - THC Antiquities Permit Application

Submitted By: Ragan Riggs, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding an Antiquities Permit Application to the Texas Historical Commission (THC), required as part of the Due Diligence Environmental Investigation on the RM 2243 project, a 2019 Road Bond project in Commissioner Precinct 2.

Background

The permit requests the approval of an intensive archaeological pedestrian survey with subsurface testing required by the Texas Historical Commission (THC) on RM 2243 project. No investigations will take place until a permit is received from the Texas Historical Commission. Portions of the attached application have been redacted prior to placement on the court agenda, to protect restricted information. Redacted information will be included in the application to the Texas Historical Commission. Project: P326.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

RM 2243 - THC Antiquities Permit Application

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	10/01/2025 09:49 AM
Form Started By: Ragan Riggs		Started On: 09/30/2025 10:51 AM
Final Approval Date: 10/01/2025		

TEXAS HISTORICAL COMMISSION

ANTIQUITIES PERMIT APPLICATION FORM ARCHEOLOGY

GENERAL INFORMATION

I. PROPERTY TYPE AND LOCATION

Project Name (and/or Site Trinomial) RM 2243 (Phase 1A)
County (ies) Williamson
USGS Quadrangle Name and Number Leander, Round Rock, Leander NE, and Georgetown, Texas 7.5-minute
UTM Coordinates Zone 14 E N
Location From SR Hwy 183A to the RM 2243 intersection with Southwest Bypass
Federal Involvement ☐ Yes ☒ No
Name of Federal Agency Federal Highway Administration (FHWA)

Agency Representative Scott Pletka, TxDOT on behalf of FHWA

II. OWNER (OR CONTROLLING AGENCY)

Owner TxDOT
Representative Scott Pletka
Address 125 E. 11th St.
City/State/Zip Austin, Texas, 78701
Telephone (include area code) 512-416-2631 Email Address scott.pletka@txdot.gov

III. PROJECT SPONSOR (IF DIFFERENT FROM OWNER)

Sponsor Williamson County
Representative Steven Snell, County Judge
Address 710 S. Main Street, Ste. 101
City/State/Zip Georgetown, TX 78664
Telephone (include area code) 512-943-1550 Email Address ctyjudge@wilco.org

PROJECT INFORMATION

I. PRINCIPAL INVESTIGATOR (ARCHEOLOGIST)

Name Eric Voss, MS, RPA
Affiliation BGE, Inc.
Address 595 Dallas Pkwy, Ste. 101,
City/State/Zip Frisco, Texas 7530
Telephone (include area code) (972) 464-4804 Email Address evoss@bgeinc.com

(OVER)

ANTIQUITIES PERMIT APPLICATION FORM (CONTINUED)

II. PROJECT DESCRIPTION

Proposed Starting Date of Fieldwork October 2025
Requested Permit Duration 10 Years _____ Months (1 year minimum)
Scope of Work (Provided an Outline of Proposed Work) Intensive pedestrian survey and mechanical trenching

III. CURATION & REPORT

Temporary Curatorial or Laboratory Facility BGE, Inc. – San Antonio
Permanent Curatorial Facility Center for Archaeological Research- UTSA

IV. LAND OWNER'S CERTIFICATION

I, _____, as legal representative of the Land Owner,
_____, do certify that I have reviewed the plans and research design, and that no investigations will be performed prior to the issuance of a permit by the Texas Historical Commission. Furthermore, I understand that the Owner, Sponsor, and Principal Investigator are responsible for completing the terms of the permit.
Signature _____ Date _____

V. SPONSOR'S CERTIFICATION

I, _____, as legal representative of the Sponsor, _____, do certify that I have review the plans and research design, and that no investigations will be performed prior to the issuance of a permit by the Texas Historical Commission. Furthermore, I understand that the Sponsor, Owner, and Principal Investigator are responsible for completing the terms of this permit.
Signature _____ Date _____

VI. INVESTIGATOR'S CERTIFICATION

I, Eric Voss, as Principal Investigator employed by BGE, Inc. (Investigative Firm), do certify that I will execute this project according to the submitted plans and research design, and will not conduct any work prior to the issuance of a permit by the Texas Historical Commission. Furthermore, I understand that the Principal Investigator (and the Investigative Firm), as well as the Owner and Sponsor, are responsible for completing the terms of this permit.

Signature Eric Voss Date 09/17/2025

Principal Investigator must attach a research design, a copy of the USGS quadrangle showing project boundaries, and any additional pertinent information. Curriculum vita must be on file with the Archeology Division.

FOR OFFICIAL USE ONLY

Reviewer _____ Date Permit Issues _____
Permit Number _____ Permit Expiration Date _____
Type of Permit _____ Date Received for Data Entry _____

Texas Historical Commission
Archeology Division
P.O. Box 12276, Austin, TX 78711-2276
Phone 512-463-6096
thc.texas.gov



Archeological Survey Permit Application

Project Name: RM 2243 Phase 1A

District(s): Austin

County(s): Williamson

CSJ Number(s): 0914-05-222

Prepared By: BGE, Inc.

Date: September 24, 2025

The environmental review, consultation, and other actions required by applicable Federal environmental laws for this project are being, or have been, carried-out by TxDOT pursuant to 23 U.S.C. 327 and a Memorandum of Understanding dated July 17, 2025, and executed by FHWA and TxDOT.

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Introduction

Williamson County and the Texas Department of Transportation (TxDOT) propose to realign and widen both Hero Way and Ranch-to-Market (RM) 2243 in Williamson County, Texas. The ultimate RM 2243 corridor project (CSJ: 2103-01-038) extends for 12.64 kilometers (km; 7.87 miles [mi]) from United States (US) 183A to the Southwest Bypass near Georgetown. Federal funding was received for planning and design. An Environmental Assessment (EA) was prepared, and a Finding of No Significant Impact (FONSI) was issued on February 26, 2025.

The RM 2243 project will be constructed in four phases (1A, 1B, 2 and 3) with construction of Phase 1A beginning in January 2026 (**Figure 1**). **The purpose of this archeological survey is to survey areas within Phase 1A of the ultimate RM 2243 corridor project that were previously denied right-of-entry (ROE) in 2021 (Thomas, 2022). The archaeological survey area measures approximately 3.3 hectares (8.2 acres) out of the total 50.10 acres in Phase 1A. The denied ROE parcels for Phases 1B, 2, and 3 will be surveyed at a later date.**

RM 2243 Phase 1A will include constructing 3.4 miles of westbound frontage road along the existing Hero Way from the 183A northbound frontage road east to Ronald Reagan Boulevard. The proposed Phase 1A alignment will follow the westbound frontage road to a point east of the Garey Park entrance and tie into the existing RM 2243 roadway located in the City of Leander, Williamson County, Texas. (**Figures 1 and 2**). The western terminus of the project is located 175 meters (574 feet) east of the intersection of Highway 183A and Hero Way, and the eastern terminus of the project is located at approximately 950 meters (3,116 feet) west of Parkside Parkway (**Figures 1 and 2**).

The Area of Potential Effects (APE) for archeological resources is defined as the footprint of the proposed project, extending to the maximum depth of impact, including all easements and project-specific locations. For this review, the APE will correspond with construction activities representing only RM 2243 Phase 1A, approximately a total of 20.27 hectares (50.10 acres) that includes a width of approximately 10 meters (33 feet) to 60 meters (197 feet) and a length of approximately 5.47 kilometers (3.40 miles). Typical depths of construction are anticipated to be 0.60 meters (2 feet), with the maximum construction depth not expected to exceed 3.6 meters (12 feet) below the surface for the construction of culverts.

Williamson County is the project sponsor. Williamson County currently owns a portion of the project and ROW. A portion of the project is on the TxDOT system. Ultimately, the entire Phase 1A project will be on TxDOT's system. TxDOT is taking the lead to coordinate with THC for this project. Federal funding was received for the planning and design portions of the project, triggering a NEPA review. Section 106 of the National Historic Preservation Act

(Section 106) and the Antiquities Code of Texas (ACT) apply. TxDOT will coordinate on behalf of both requirements.

Project Setting

The project is located in the Balcones Canyonlands Level IV ecoregion, as established by the Environmental Protection Agency (Griffith et al., 2007). This area forms the southern border of the Edwards Plateau, rising over 1,000 feet in elevation above the coastal plain to the southeast. Underlain by limestone formations, the karstic region is dissected by waterways, and the resulting canyons, sinkholes, and caverns are common. There are five intermittent streams with six crossings in the Area of Potential Effect (APE). At RM 2243 Phase 1A, there are five crossings of tributaries of Brushy Creek. The easternmost crossing is of a tributary of the San Gabriel River. The nearest perennial stream is Brushy Creek, approximately 0.75 km (0.46 mi) to the south. The San Gabriel River is approximately 1.4 km (0.86 mi) to the north. The bedrock underlying the APE is composed primarily of the Edwards Limestone unit (Ked). Toward its western boundary, the APE resides on the Keys Valley Marl (Kkv) and Comanche Peak Limestone (Kc), which consists of Cretaceous-age limestone deposits. The nearby San Gabriel River has incised into the Fredericksburg Group of the Cretaceous-age Comanchean series just north of the APE.

The APE intersects six mapped soil units (**Figure 3**; Soil Survey Staff 2025a). These soil units contain five soil series as major components: Fairlie, Eckrant, Crawford, Doss, and Denton. The Fairlie, Crawford, and Denton series are composed of very deep, well-drained, moderately permeable soils that formed in ancient loamy and clayey calcareous sediments, indicating potential for intact archeological deposits. The Doss and Eckrant series are characterized by very shallow or slowly permeable soils that form over limestone, indicating a low potential for archeological deposits (Soil Survey Staff 2025b).

Archeological Background and Previous Studies

A 1-km (0.6 mi) Study Area was established to circumscribe the APE for archival records review. BGE conducted a review of available information at the Texas Archeological Research Laboratory (TARL) and the THC online Texas Archeological Sites Atlas (TASA) for previous cultural resource investigations documented within the Study Area, as well as for previously recorded cultural resources that may be adversely affected by the development of the APE. A search of the National Park Service (NPS) online National Register of Historic Places (NRHP) database was completed to determine whether the Study Area or the APE would have any impact on known existing historic properties, either listed or eligible for listing in the NRHP. A review of the Texas Freedom Colonies Atlas was also completed to identify any freedom settlements (i.e., freedmen's towns) within the Study Area and APE. These records identified 12 previously recorded archaeological surveys, 21 previously recorded archaeological sites, one Official Texas Historical Marker, and one cemetery within the Study Area. Additionally, no State Antiquities Landmarks (SAL), no Recorded Texas Historic Landmarks (RTHL), and no NRHP properties were identified in the Study Area.

The review indicated four previous archeological investigations have occurred within the overall APE, two of which intersect the APE **(Table 2; Figure 4).** The review also identified three archaeological sites within the APE, one of which overlaps with the APE **(Table 3; Figure 4).** Finally, one cemetery is located within the overall Study Area but not within the APE (**Figure 4**). One Official Texas Historical Marker, and no historic highways, NRHP-listed or -eligible properties or districts, or freedom colonies were identified within the Study Area (NPS, 2025; Roberts, 2025; TARL & THC, 2025).

Table 1. Previously recorded archeological surveys within the APE and 1-km (0.6-mi) Study Area.

Atlas No.	Texas Antiquities Permit No.	Fieldwork Date	Sponsoring Agency	Investigating Firm
8400010012	--	--	--	--
8500063837	2437	--	--	--
8500004588	--	1984	EPA	
8500011602	3245	November 2005	TxDOT	HDR and PAI
8500014054	--	May 2007	USACE--Fort Worth District	Horizon Environmental Services, Inc.
8500016332	5431	December 2009	City of Leander	Gray and Pape
8500018289	5644	August 2010	U.S. Department of Education	PBS& J
8500061451	2753	--	Athabasca Consulting Inc.	--
8500080611	7028	September 2014	City of Georgetown	SWCA Environmental Consultants
8500070880	--	August 2015	Meritage Homes of Texas	Horizon Environmental Services, Inc.
8500080336	7531	May 2017	LCRA	--
8500083179	30313	November 2021	TxDOT	AmaTerra Environmental, Inc.

In 2002, an intensive archaeological survey was conducted of the proposed extension of Parmer Lane between Farm-to-Market (FM) 2243 and State Highway (SH) 29 in Williamson County, Texas. All shovel tests and backhoe trenching were negative for cultural resources. During the pedestrian survey, one unrecorded archaeological site was located within the 500-ft APE for historical structures and properties. Site 41WM1043 is a twentieth-century homestead site characterized by a surficial scatter of household artifacts and a cylindrical well, which is covered with cut limestone blocks. No standing structures or foundations remain (Atlas, 2025).

In 2004, a linear survey (8500018289) was completed by PBS&J of a 163-acre area in Williamson County, Texas, at the request of Leander Independent School District. The area is proposed for the future construction of Leander Independent School District's schools and facilities. No further information was available (Atlas, 2025).

In 2009, HRA Gray & Pape, LLC, of Houston, Texas, performed a linear cultural resources intensive pedestrian survey (8500016332) on approximately 1.7 km (1.1 miles) of proposed road right-of-way near the City of Leander in Williamson County, Texas. The project involved the construction of a new four-lane roadway, known as Hero Way, that would connect the western terminus of County Road (CR) 269 to the eastern terminus of Broad Boulevard at United States Highway 183. The total area is less than 9.7 hectares (24 acres). Shovel testing was concentrated around the North Fork of Brushy Creek near previously recorded Sites 41WM697 and 41WM1007. Shovel tests yielded negative findings, indicating that Sites 41WM697 and 41WM1007 do not extend into the area. No new sites were identified during the survey (Atlas, 2025).

In 2014, a survey (8500080611) was completed by SWCA Environmental Consultants, sponsored by the City of Georgetown. A total of 201 shovel tests were conducted. In addition, a total of 10 backhoe trenches were excavated in an area identified as having the potential for deeply buried archaeological sites along the South San Gabriel River. As a result of these investigations, a total of 10 archaeological sites were documented: three previously recorded sites (41WM110, 41WM1100, and 41WM1198), six newly documented precontact sites (41WM1279–1283 and 41WM1285), and one newly documented historic era site (41WM1284). Sites 41WM110 and 41WM1282 are recommended for listing as SALs based on the integrity of the observed deposits. Shovel testing and backhoe trenching were conducted on both sites, and although cultural deposition was found to be relatively shallow, the sites exhibit potential for intact, buried features (Atlas, 2025).

In 2021, a survey (8500083179) was completed by AmaTerra Environmental, Inc. for RM 2243 from US 183A to Southwest Bypass, Williamson County, Texas, sponsored by TxDOT. In total, 275 shovel tests were placed in the APE; 14 of which were positive for cultural materials. Ten archeological sites have been previously recorded in the APE, four of which (41WM549, 41WM556, 41WM581, and 41WM593) were not revisited due to denied access (Atlas, 2025). Six previously recorded sites (41WM1005, 41WM1100, 41WM1198, 41WM1317, 41WM1333, and 41WM1342) were revisited during the survey. No new sites were identified.

Redacted for Confidential Purposes

One previously recorded site, 41WM1005, is within the APE Site. 41WM1005 is a previously recorded light historical artifact scatter consisting of historic glass in varying colors, metal tin cans/nails, and modern ceramic pottery. The site was first recorded in 2001 by Horizon Environmental Service (Horizon). Horizon noted that site 41WM1005 is located east of a massive wood dam/retaining wall on the creek crossing, a tributary to Brushy Creek, 1200 m (3937 ft) to the south-southeast. The site was reevaluated by AmaTerra Environmental, Inc. (AmaTerra) in 2022 during an intensive survey, and no cultural material was observed. The site has been subject to significant disturbance due to the construction of a gas station and its associated utilities. Site eligibility was recorded as undetermined (Atlas, 2025).

Sites 41WM691, 41WM692, 41WM693, 41WM697, and 41WM698 are all recorded as precontact sites of lithic scatters that included chert cores, tested chert nodules and cobbles, primary flakes, and bifaces. There was high disturbance due to plowing in preparation for the building of future housing development. Site eligibility for these sites was recorded as undetermined (Atlas, 2025).

Site 41WM1100 is characterized by a dense scatter of lithics and features areas of eroding hearths, although no diagnostic artifacts were observed. Site 41WM1115 is a shallowly buried, dense precontact lithic scatter, with observed cultural material consisting of bifaces, fragments of a point, and a knife (Atlas, 2025).

Sites 41WM1040, 41WM1168, 41WM1198, 41WM1246, and 41WM1390 are all precontact sites that consist of lithic manufacturing debris and some burned rock, located near an unnamed tributary of Brushy Creek. Cultural materials observed include tested cobbles, bifaces, and primary flakes. Sites 41WM1333, 41WM1318, 41WM1279, and 41WM1375 were previously recorded as a light lithic scatter. Sites were deemed ineligible due to the high disturbance caused by modern plow fields for agricultural purposes. Eligibility for these sites was listed as ineligible or undetermined (Atlas, 2025).

Site 41WB1392 is recorded as an early twentieth-century farmstead that included an abandoned house and two barns. Historical cultural material from the era was observed, including farmstead structures and various types of farm equipment. The site was deemed ineligible (Atlas, 2025).

An Official Texas Historical Marker (Marker No. 9369) within the Study Area **(Figure 4)** records the location of the Webster Massacre that occurred in 1839 when approximately 30 migrants were killed by Native Americans. This marker is located across Brushy Creek from the Davis Cemetery, also within the Study Area, where the Webster Massacre dead are buried along with additional interments. The marker and cemetery are not located immediately adjacent to the project, and the project is unlikely to impact these resources (Find a Grave, 2025; TARL and THC, 2025).

Historic Land Use

The Native American groups living in the Williamson County area at the time of contact with European explorers include the Tonkawa and small groups of the Kowa, Yojuane, Tawakoni, and Mayeye (Odintz, 2021). The Lipan Apache and the Comanches were also present in the

region into the nineteenth century. Spanish explorers traversed the area, and missions were established on the San Gabriel River in the eighteenth century. Although land grants were given to Mexican families, no homesteaders are known to have moved to the area at this time. European-American homesteading first began in the county in 1838 when settlers built on Brushy Creek. These migrants arrived in greater numbers by the mid-nineteenth century, sometimes accompanied by enslaved individuals.

The Civil War had little direct material impact on Williamson County, but the county's economic fortunes somewhat mirrored those of the broader Southeast after the war (Odintz, 2021). A post-war increase in cotton production was observed through 1900, accompanied by an increase in the number of tenant farms. Stock raising, including cattle and sheep, was standard before the Civil War, and this became an increasingly significant source of agricultural income in the county into the 1960s. In the late twentieth century, the area experienced a significant increase in population associated with the expansion of the broader Austin urban area.

The APE remained largely undeveloped into the mid-twentieth century, with most development related to agriculture. The historical 1893 topographic map does not depict any settlement concentrations near the APE (Figure 18), and the 1954 topographic map shows no additional development (Figure 19). The historic aerials from 1953 confirm that the western quarter of the APE is tilled farmland, and the remainder of the APE is generally open or lightly wooded grazing land.

Archeological Site Potential

BGE reviewed the Potential Archaeological Liability Maps (PALM) data created by TxDOT (**Figure 9**). This analysis showed that most of the APE is in areas with low geoarchaeological potential. About 0.54 percent of the APE is in regions labeled as having negative geoarchaeological potential, with roughly 99 percent classified as having low potential. Therefore, BGE believes there is a possibility of finding intact precontact cultural resources within the APE. The lack of standing structures in or near the APE in historical aerial images and topographic maps suggests a low chance of discovering significant historic cultural resources within the APE.

Proposed Survey Methods

Based on the results of the cultural resources desktop analysis and probability study, BGE recommends a Phase I cultural resources investigation in areas where ground-disturbing activities are planned (**Figure 10**). This investigation would follow guidance and standards established by the THC and the Council of Texas Archaeologists (CTA) for field investigations and documentation.

Linear projects are defined as being at least 10 times longer than they are wide and require at least one transect for every 30 meters of width or part thereof. At least one shovel test (ST) is required for every 100 linear meters of each transect (approximately 16 ST per mile) (CTA 2020).

Using this formula, at least 22 shovel tests would be needed to survey the area. Each shovel test would measure 30 cm (11.8 in) on each side and be excavated in 10-cm (3.9-in) levels to a depth of 80 cm (31.5 in) below the surface, or until pre-Holocene deposits are encountered, if feasible. Sediments would be screened through a 0.64 cm (0.25 in) mesh hardware cloth. Clay matrices that cannot be screened would be carefully sorted by hand or troweled and visually checked for cultural materials. All parts of the project where shovel testing is not possible or safe (such as graveled or paved roads, maintained utility rights-of-way, or oil/gas pads) will be appropriately documented with photographs.

For each shovel test, the following information will be recorded on BGE forms: location, maximum depth, soil layers, soil color and texture, and the presence of cultural materials. If an archaeological site is identified, shovel tests will be systematically excavated to determine the site's horizontal and vertical extent. Typically, site boundaries are defined by a series of shovel tests along transects radiating in the four cardinal directions or along major and minor axes, as appropriate. Shovel tests at the site will be spaced approximately 15 meters (49.2 feet) apart with boundaries usually marked by two consecutive negative shovel tests in each direction. Site field forms will include shovel test forms, site sketch maps, photo logs with corresponding photographs, and the Texas Archaeological Site Survey Form. Any non-archaeological historic structures within or immediately adjacent to the APE will be documented and recorded in case a supplementary historic resources survey is needed.

The Principal Investigator will join field crews for at least 25% of the fieldwork duration to ensure proper implementation of procedures and clear communication. The Project Archaeologist/Principal Investigator will review field data and forms daily to make sure all crew members accurately record survey data.

Reporting and Curation

After completing the fieldwork, a technical report will be prepared for the project following the Secretary of the Interior's Standards for Archaeological Documentation and the CTA Guidelines for Cultural Resource Management Reports (2022a). This report will include background research, a summary of field investigation results, and recommendations for construction approval. It will also feature aerial and topographic maps showing the APE, as well as the locations of all field investigations, shovel tests, trenching pits, and any newly identified cultural resource sites that may be encountered. If new cultural resource sites are identified, photographs and descriptions of all cultural materials documented in the field will be included. In survey areas with known or potential structures, additional documentation will be conducted in accordance with the CTA Performance Standards for Fieldwork and Analysis (2022b). These standards specify detailed site information, including estimated construction dates, the reasoning behind these dates, architectural styles, building

materials, construction techniques, structural functions, and construction sequences. All documents related to the field effort and all cultural materials will be submitted to the Center for Archaeological Research at the University of Texas at San Antonio for curation, in accordance with the terms of the anticipated State Antiquities Permit. Duplicates of these records will be stored electronically by BGE, Inc.

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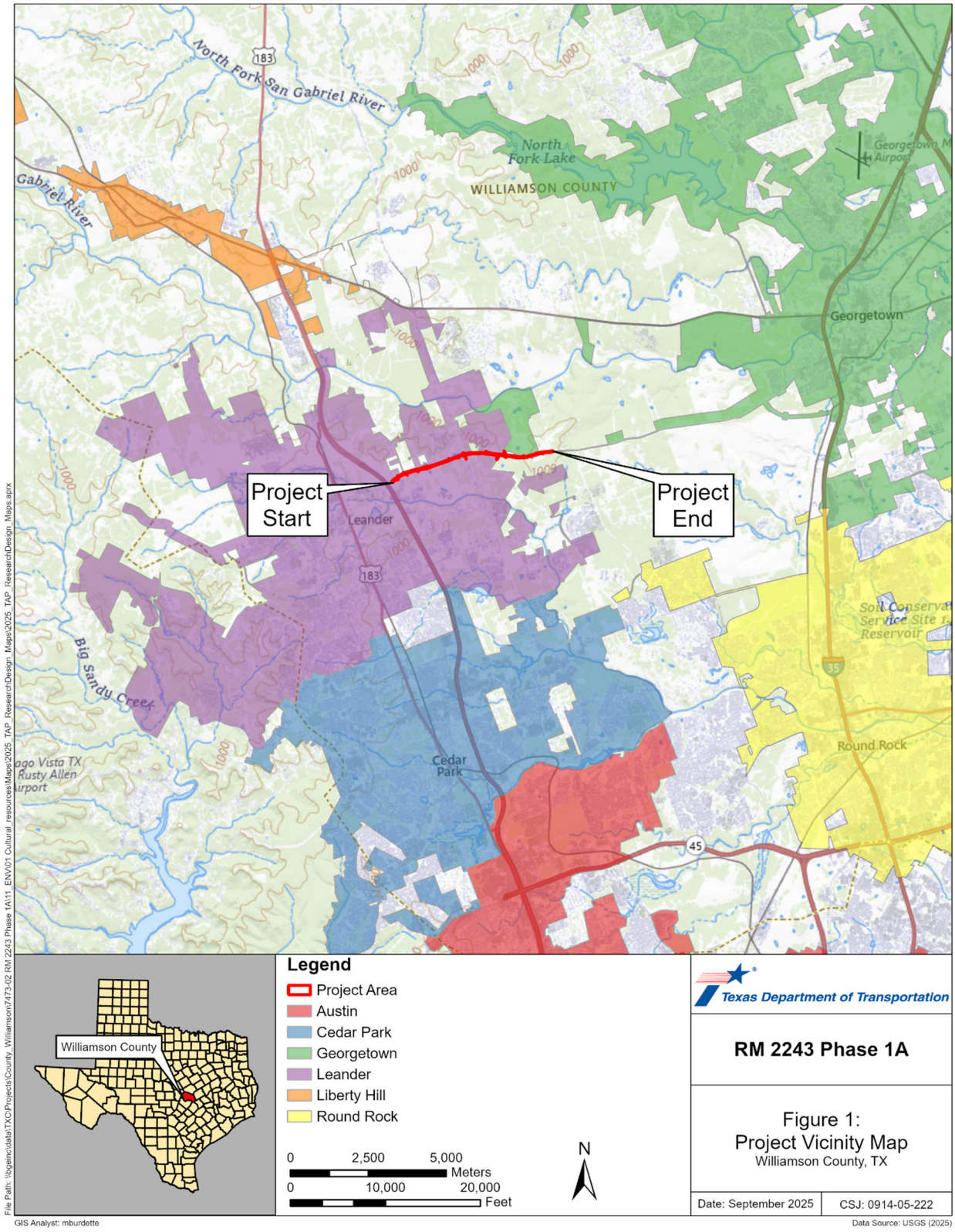
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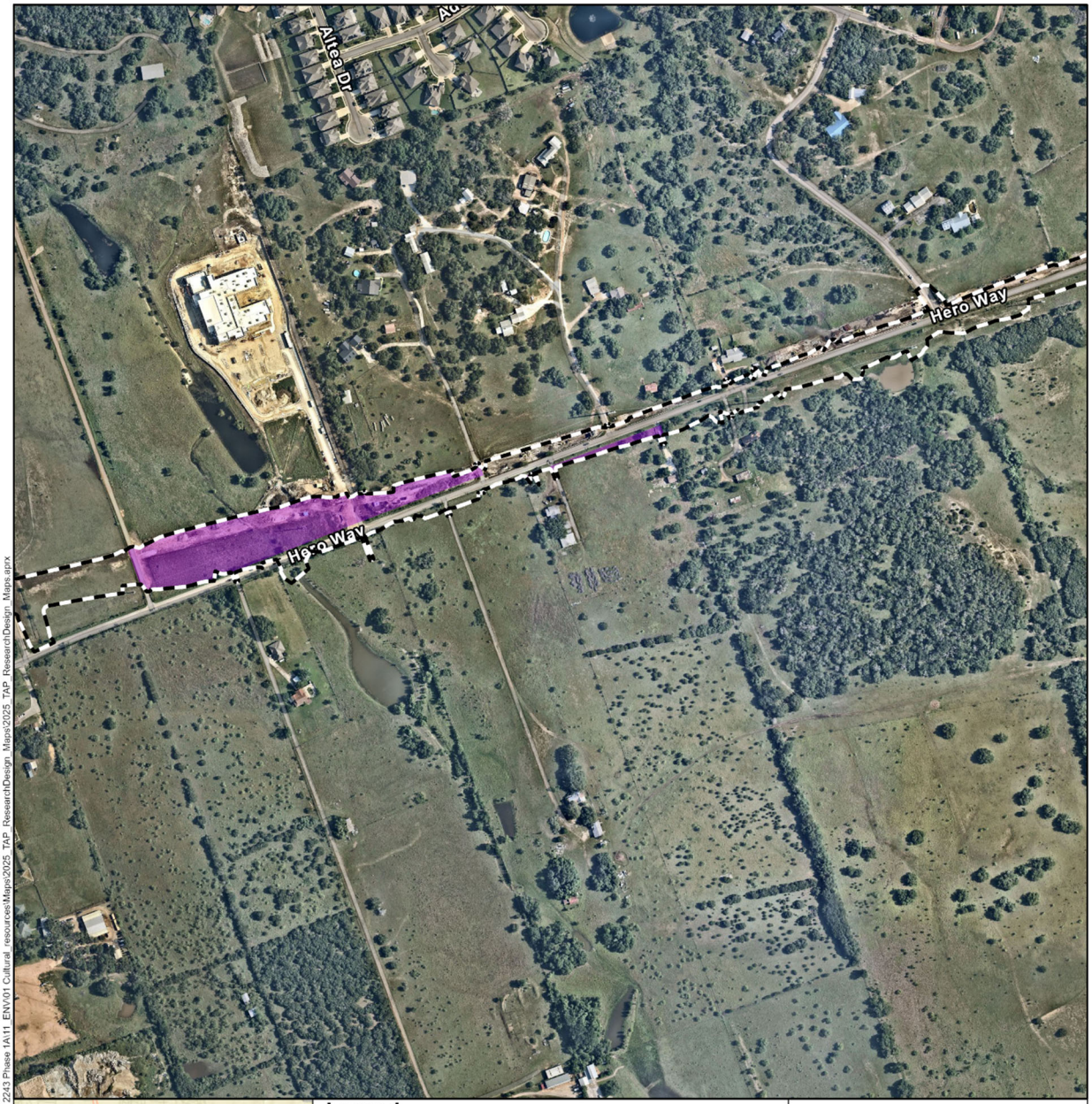
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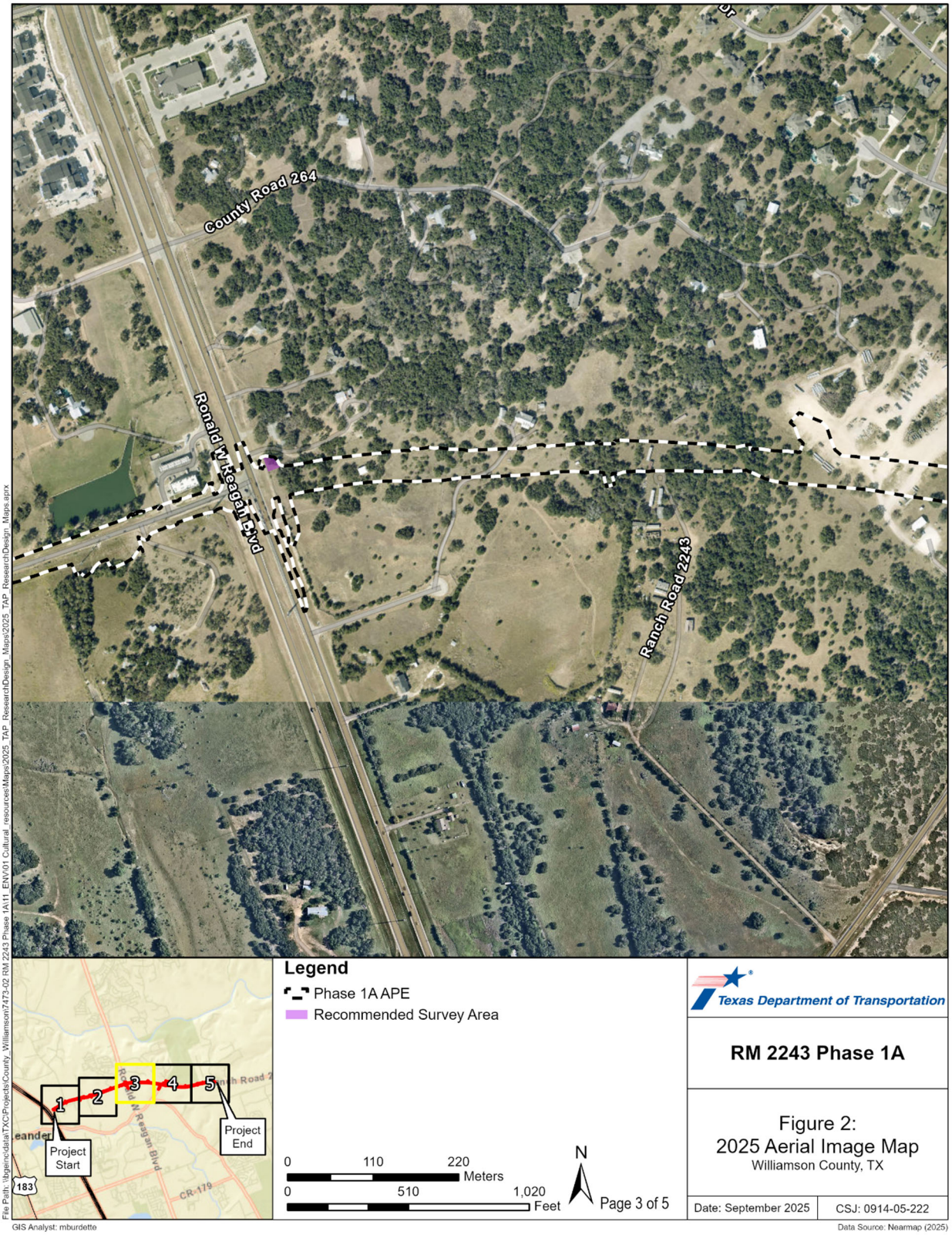
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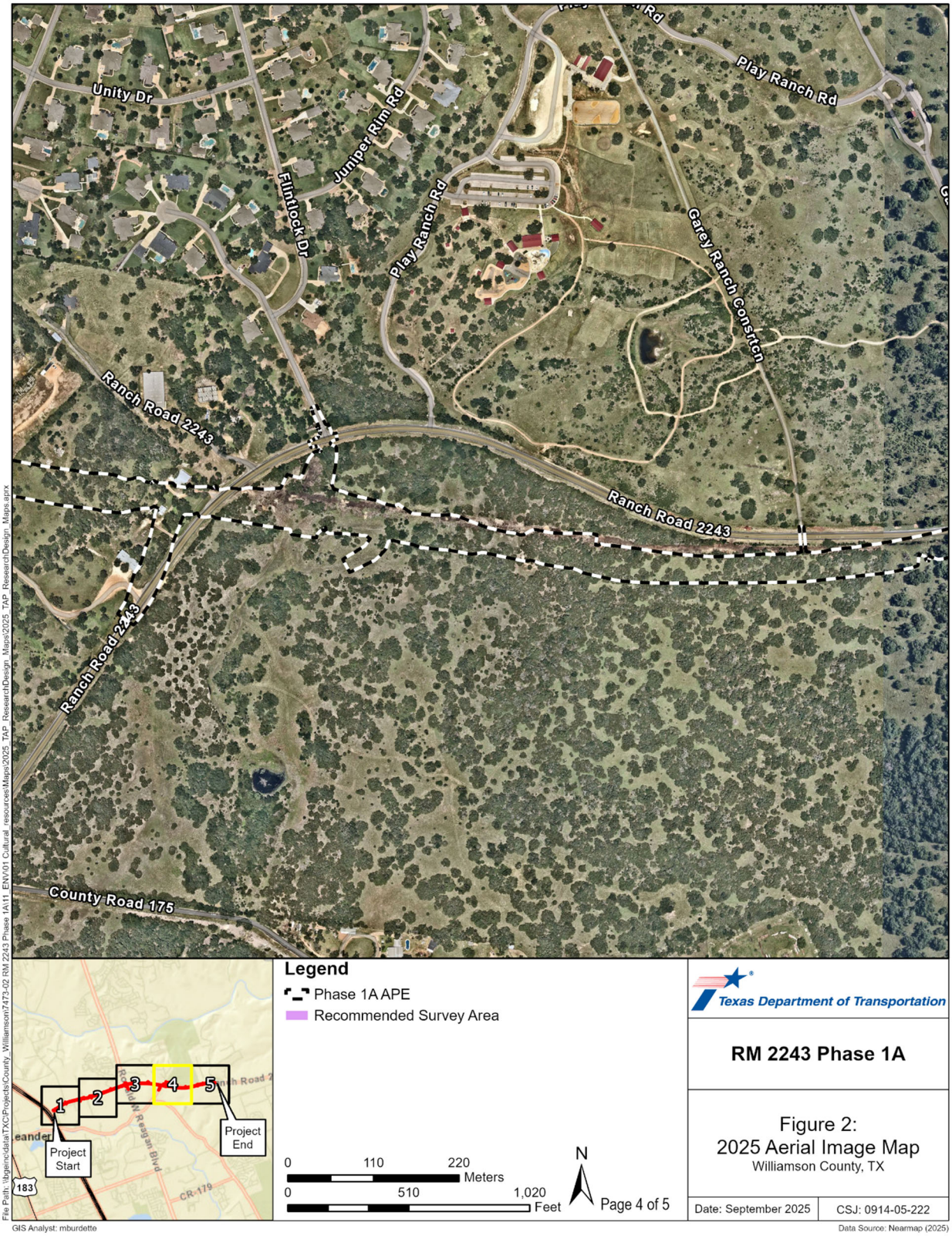
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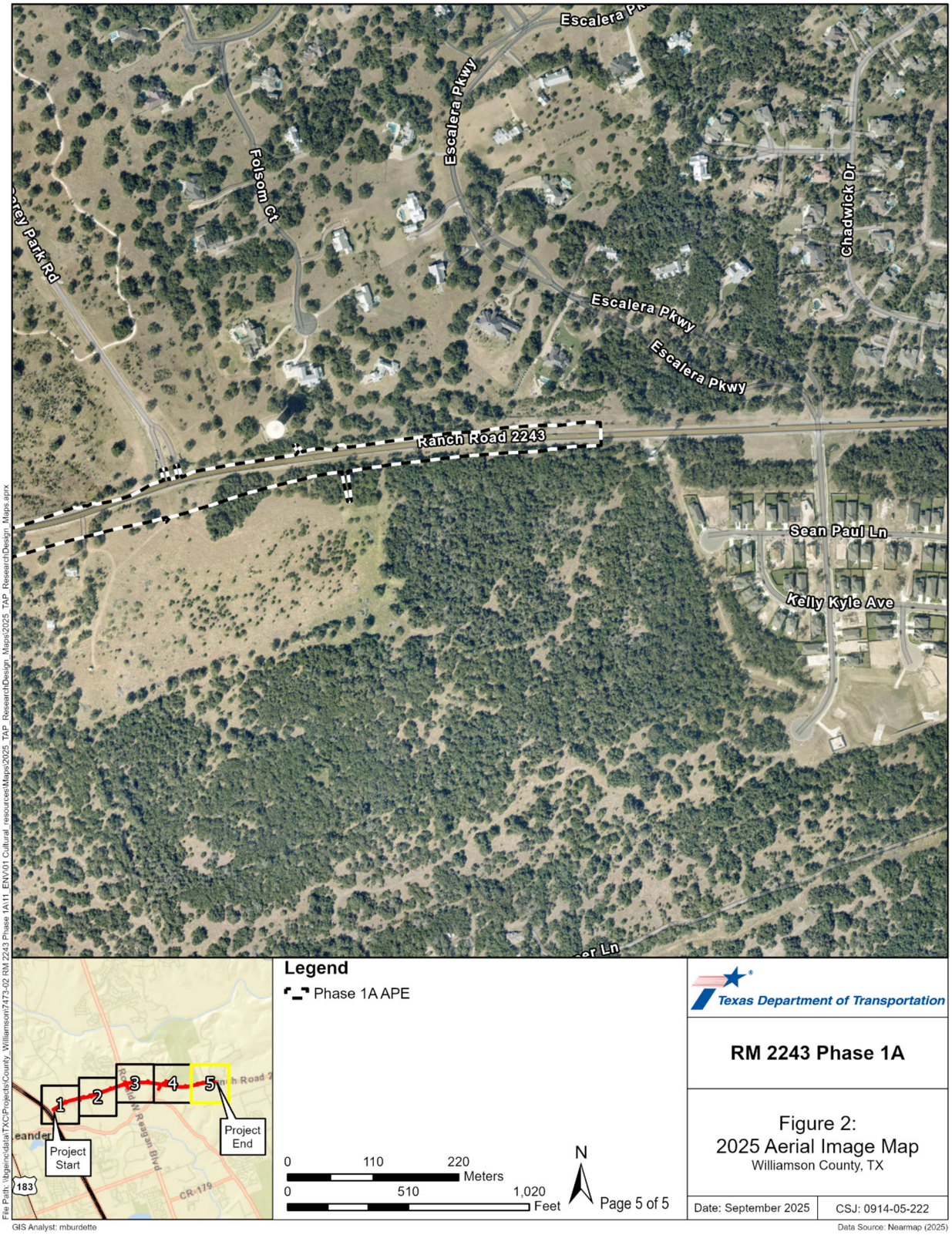

North Fork San Gabriel River
Gabriel River
North Fork Lake
WILLIAMSON COUNTY
Georgetown
Georgetown Municipal Airport
Project Start
Project End
Leander
Big Sandy Creek
Cedar Park
Round Rock
Soil Conservation Service Site 1 Reservoir
Rusty Allen Airport
183
35
45
Williamson County
Legend
Project Area
Austin
Cedar Park
Georgetown
Leander
Liberty Hill
Round Rock
0 2,500 5,000
Meters
0 10,000 20,000
Feet
N
Texas Department of Transportation
RM 2243 Phase 1A
Figure 1:
Project Vicinity Map
Williamson County, TX
Date: September 2025
CSJ: 0914-05-222
File Path: I:\bgeinc\data\TXC\Projects\County_Williamson\7473-02 RM 2243 Phase 1A\11_ENV\01 Cultural_resources\Maps\2025_TAP_ResearchDesign_Maps\2025_TAP_ResearchDesign_Maps.aprx
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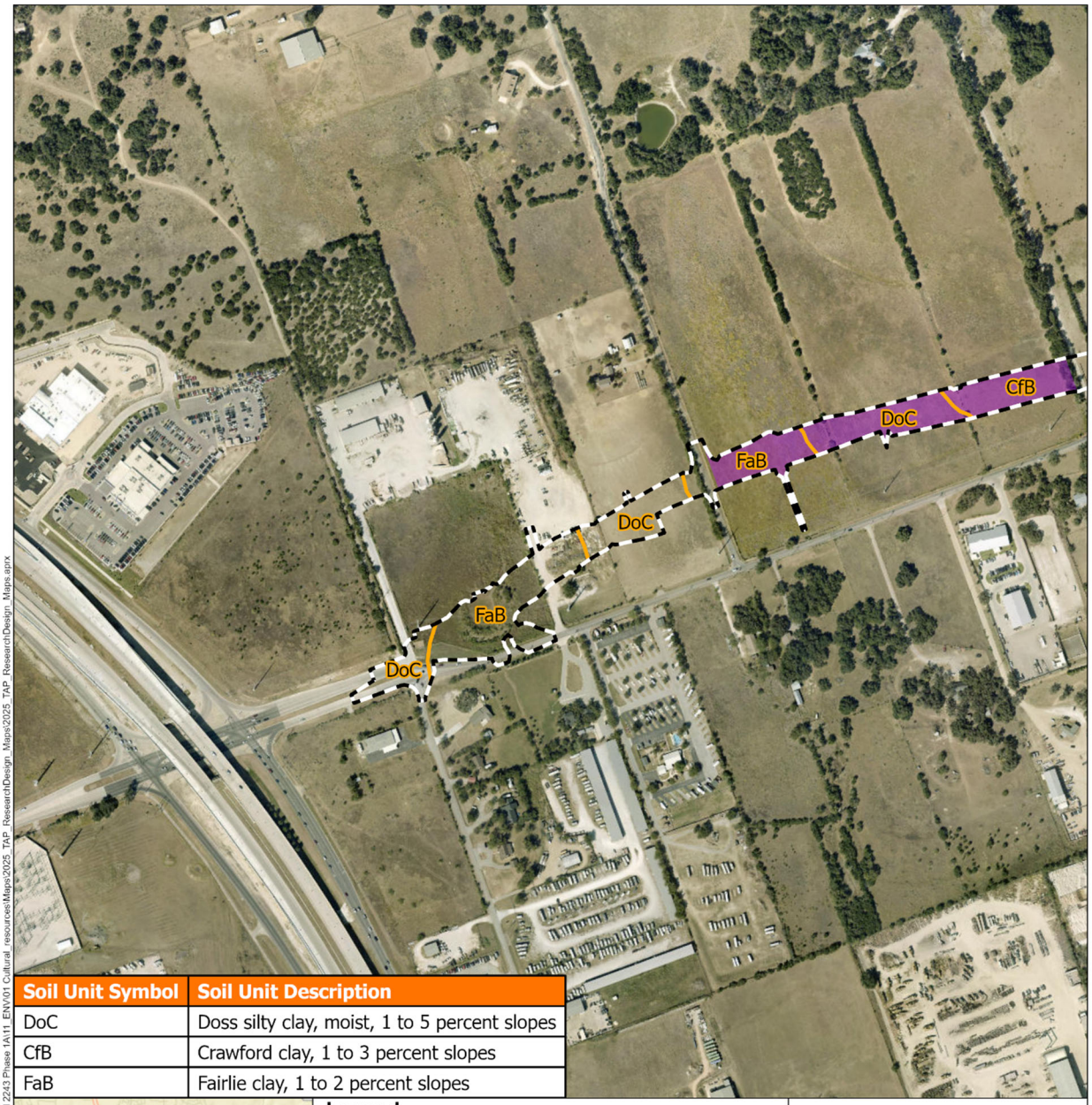

Hero Way
Hero Way
Hero Way
Hero Way
Hero Way
County Road 269
Legend
Phase 1A APE
Recommended Survey Area
Project Start
Project End
0 110 220 Meters
0 510 1,020 Feet
N
Page 1 of 5
Texas Department of Transportation
RM 2243 Phase 1A
Figure 2:
2025 Aerial Image Map
Williamson County, TX
Date: September 2025
CSJ: 0914-05-222
GIS Analyst: mburdette
Data Source: Nearmap (2025)


Altes Dr
Hero Way
Hero Way
Legend
Phase 1A APE
Recommended Survey Area
Project Start
Project End
1
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183
CR-179
0 110 220 Meters
0 510 1,020 Feet
N
Page 2 of 5
Texas Department of Transportation
RM 2243 Phase 1A
Figure 2:
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Williamson County, TX
Date: September 2025
CSJ: 0914-05-222
GIS Analyst: mburdette
Data Source: Nearmap (2025)
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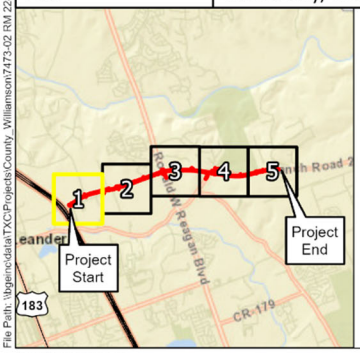

County Road 264
Ronald W Reagan Blvd
Ranch Road 2243
Legend
Phase 1A APE
Recommended Survey Area
Project Start
Project End
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183
CR-179
0 110 220 Meters
0 510 1,020 Feet
N
Page 3 of 5
Texas Department of Transportation
RM 2243 Phase 1A
Figure 2:
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Williamson County, TX
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Unity Dr
Juniper Rim Rd
Flintlock Dr
Play Ranch Rd
Play Ranch Rd
Garey Ranch Constrtcn
Ranch Road 2243
Ranch Road 2243
Ranch Road 2243
County Road 175
Legend
Phase 1A APE
Recommended Survey Area
Project Start
Project End
0 110 220 Meters
0 510 1,020 Feet
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Page 4 of 5
Texas Department of Transportation
RM 2243 Phase 1A
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GIS Analyst: mburdette
Data Source: Nearmap (2025)


Escalera Pkwy
Folsom Ct
Escalera Pkwy
Chadwick Dr
Escalera Pkwy
Escalera Pkwy
Ranch Road 2243
Sean Paul Ln
Kelly Kyle Ave
Legend
Phase 1A APE
Project Start
Project End
0 110 220 Meters
0 510 1,020 Feet
N
Page 5 of 5
Texas Department of Transportation
RM 2243 Phase 1A
Figure 2:
2025 Aerial Image Map
Williamson County, TX
Date: September 2025
CSJ: 0914-05-222
GIS Analyst: mburdette
Data Source: Nearmap (2025)



Soil Unit Symbol	Soil Unit Description
DoC	Doss silty clay, moist, 1 to 5 percent slopes
CfB	Crawford clay, 1 to 3 percent slopes
FaB	Fairlie clay, 1 to 2 percent slopes



Legend

- APE
- Soils (NRCS)
- Recommended Survey Area

0 110 220 Meters

0 510 1,020 Feet

N

Page 1 of 5

Texas Department of Transportation

RM 2243 Phase 1A

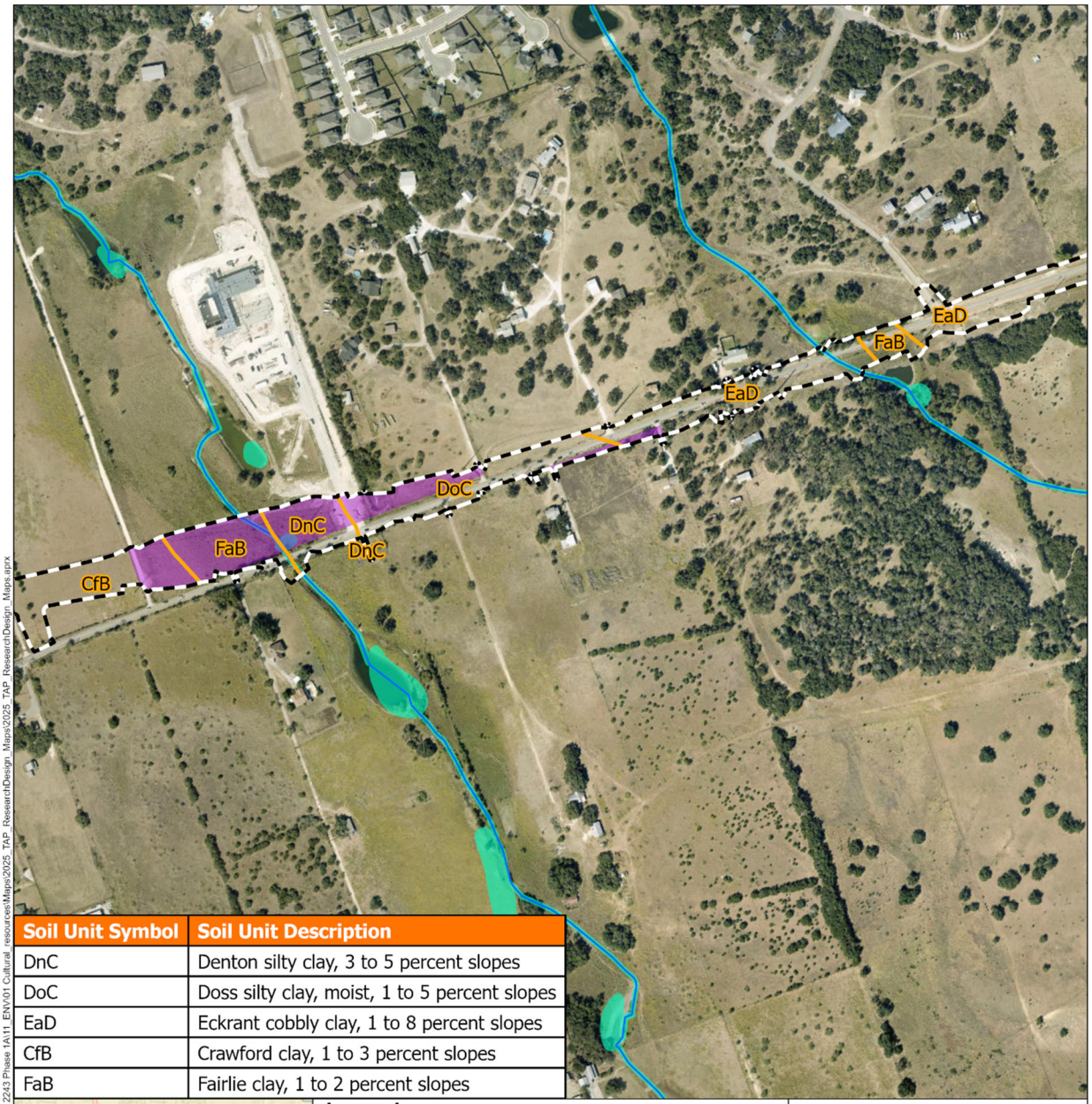
Figure 3: Soils and Water Resources Map
Williamson County, TX

Date: September 2025 | CSJ: 0914-05-222

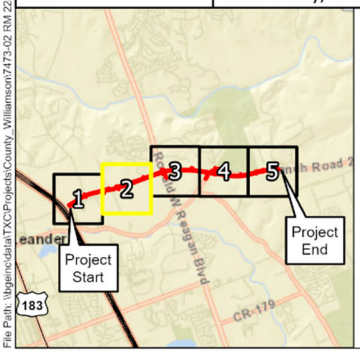
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GIS Analyst: mburdette

Data Source: Nearmap (2025), NRCS (2025), NWI (2025), NHD (2025)



Soil Unit Symbol	Soil Unit Description
DnC	Denton silty clay, 3 to 5 percent slopes
DoC	Doss silty clay, moist, 1 to 5 percent slopes
EaD	Eckrant cobbly clay, 1 to 8 percent slopes
CfB	Crawford clay, 1 to 3 percent slopes
FaB	Fairlie clay, 1 to 2 percent slopes



Legend

- Wetland (NWI)
- Streams (NHD)
- APE
- Soils (NRCS)
- Recommended Survey Area

0 110 220 Meters

0 510 1,020 Feet

N

Page 2 of 5

Texas Department of Transportation

RM 2243 Phase 1A

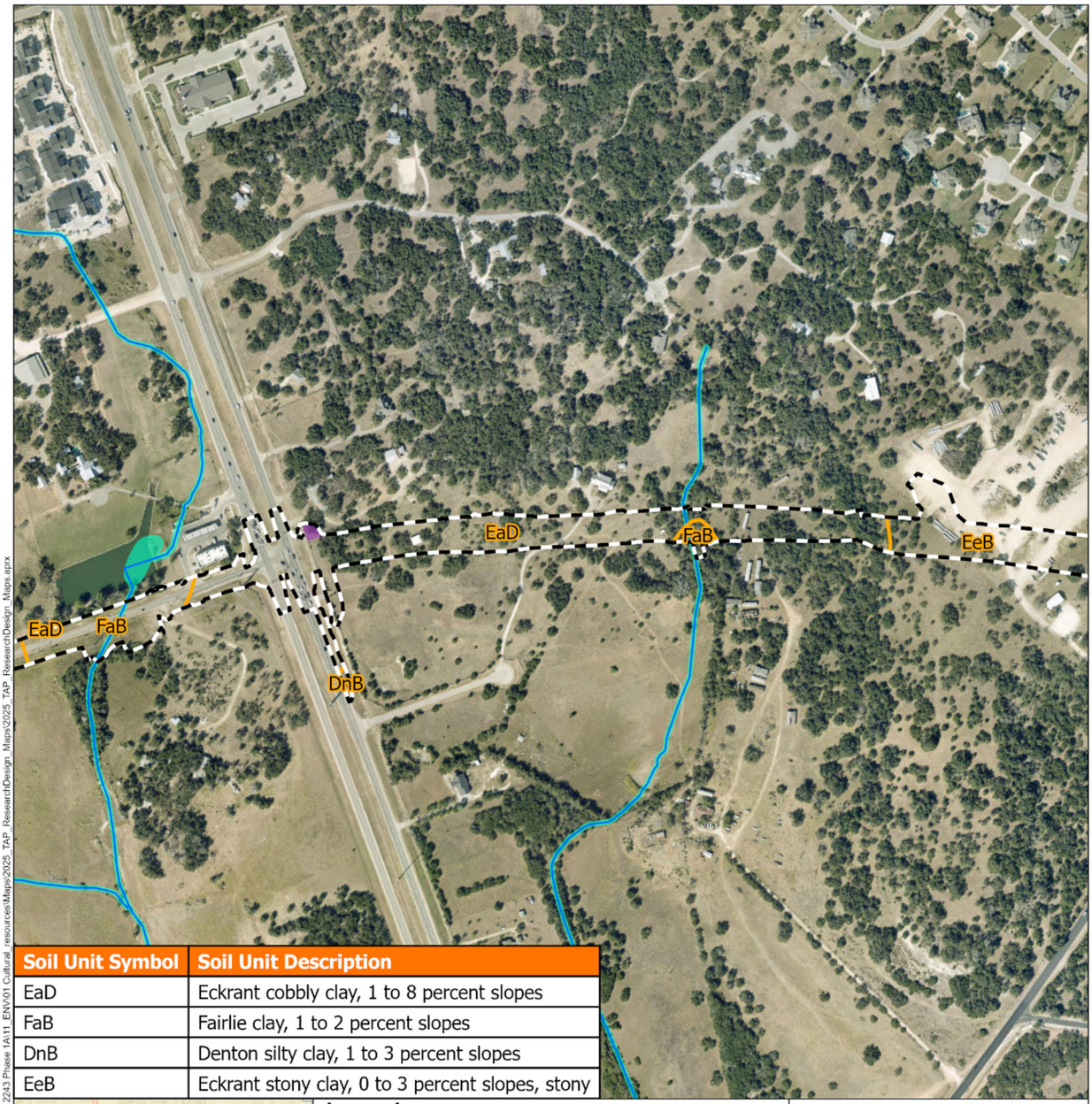
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Williamson County, TX

Date: September 2025 | CSJ: 0914-05-222

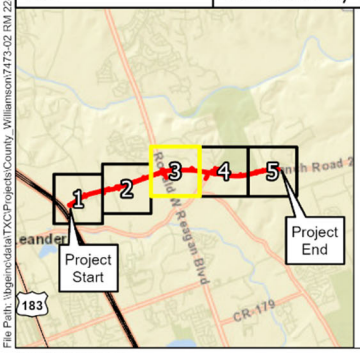
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GIS Analyst: mburdette

Data Source: Nearmap (2025), NRCS (2025), NWI (2025), NHD (2025)



Soil Unit Symbol	Soil Unit Description
EaD	Eckrant cobbly clay, 1 to 8 percent slopes
FaB	Fairlie clay, 1 to 2 percent slopes
DnB	Denton silty clay, 1 to 3 percent slopes
EeB	Eckrant stony clay, 0 to 3 percent slopes, stony



Legend

- Wetland (NWI)
- Streams (NHD)
- APE
- Soils (NRCS)
- Recommended Survey Area

0 110 220 Meters

0 510 1,020 Feet

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Page 3 of 5

Texas Department of Transportation

RM 2243 Phase 1A

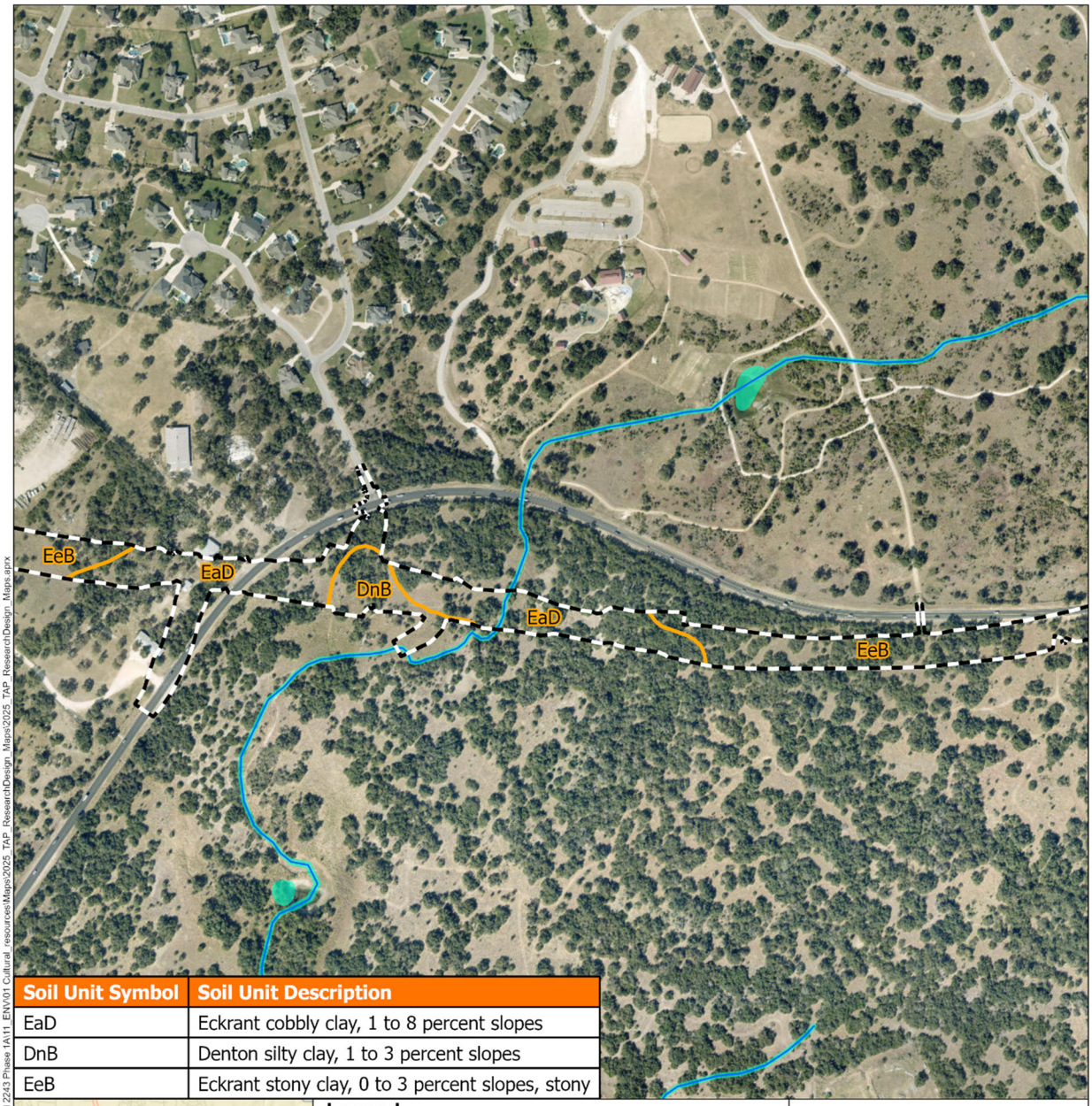
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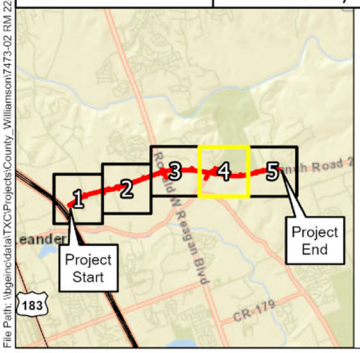
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GIS Analyst: mburdette

Data Source: Nearmap (2025), NRCS (2025), NWI (2025), NHD (2025)



Soil Unit Symbol	Soil Unit Description
EaD	Eckrant cobbly clay, 1 to 8 percent slopes
DnB	Denton silty clay, 1 to 3 percent slopes
EeB	Eckrant stony clay, 0 to 3 percent slopes, stony



Legend

- Wetland (NWI)
- Streams (NHD)
- APE
- Soils (NRCS)
- Recommended Survey Area

0 110 220 Meters

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Page 4 of 5

Texas Department of Transportation

RM 2243 Phase 1A

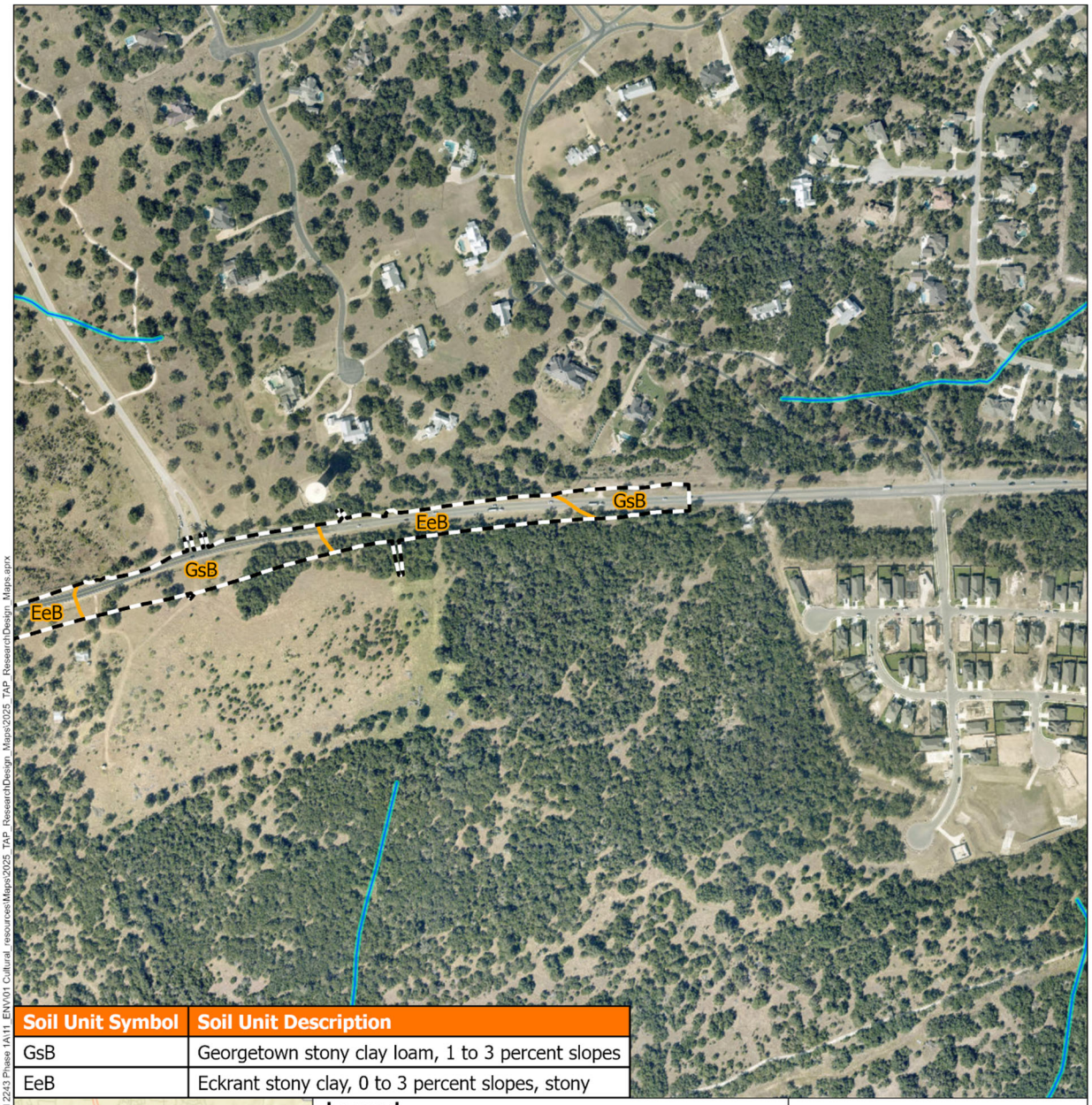
Figure 3: Soils and Water Resources Map
Williamson County, TX

Date: September 2025 | CSJ: 0914-05-222

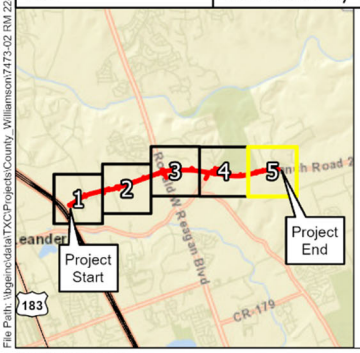
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GIS Analyst: mburdette

Data Source: Nearmap (2025), NRCS (2025), NWI (2025), NHD (2025)



Soil Unit Symbol	Soil Unit Description
GsB	Georgetown stony clay loam, 1 to 3 percent slopes
EeB	Eckrant stony clay, 0 to 3 percent slopes, stony



Legend

- Wetland (NWI)
- Streams (NHD)
- APE
- Soils (NRCS)

0 110 220 Meters

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Page 5 of 5

Texas Department of Transportation

RM 2243 Phase 1A

Figure 3: Soils and Water Resources Map
Williamson County, TX

Date: September 2025 | CSJ: 0914-05-222

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GIS Analyst: mburdette

Data Source: Nearmap (2025), NRCS (2025), NWI (2025), NHD (2025)

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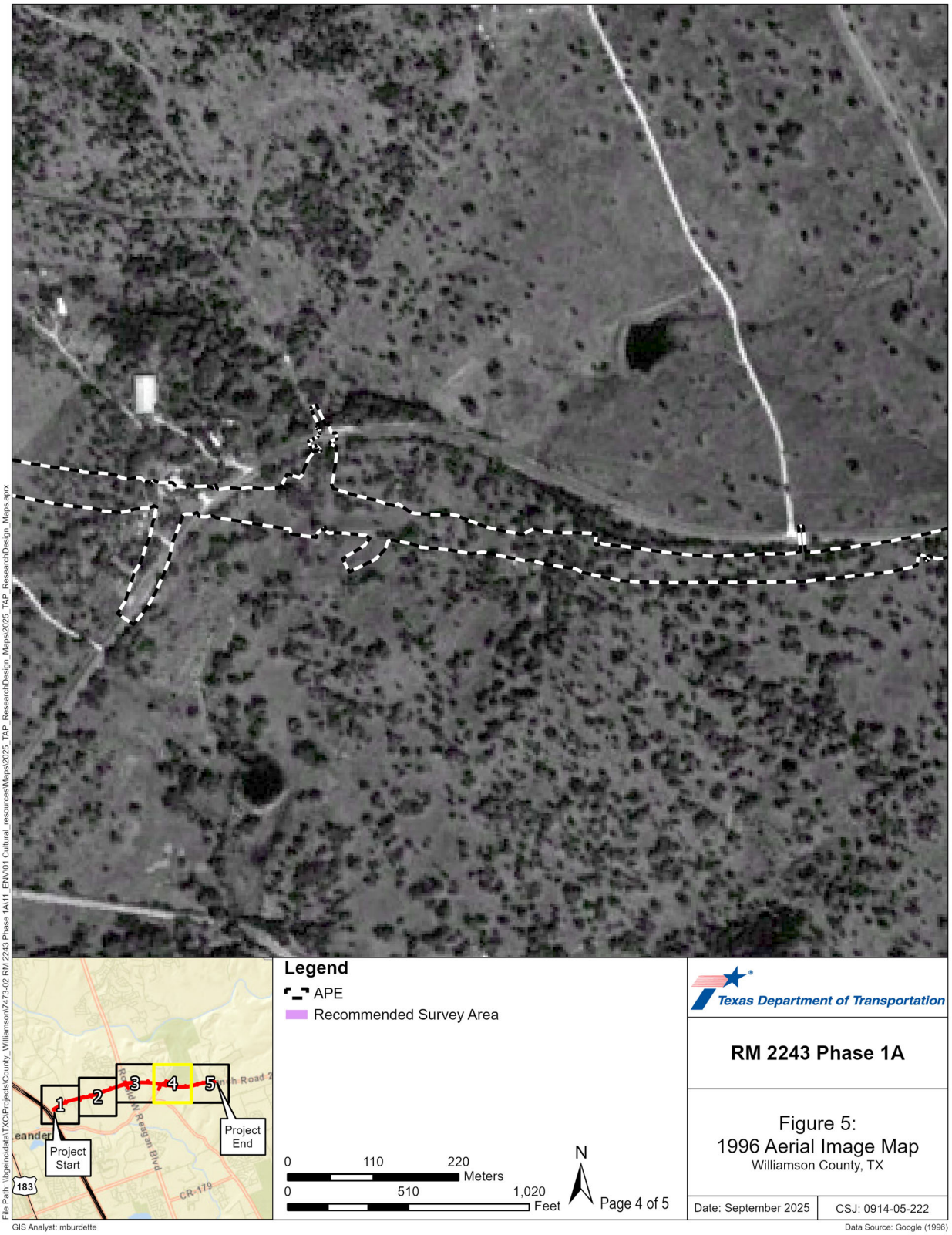
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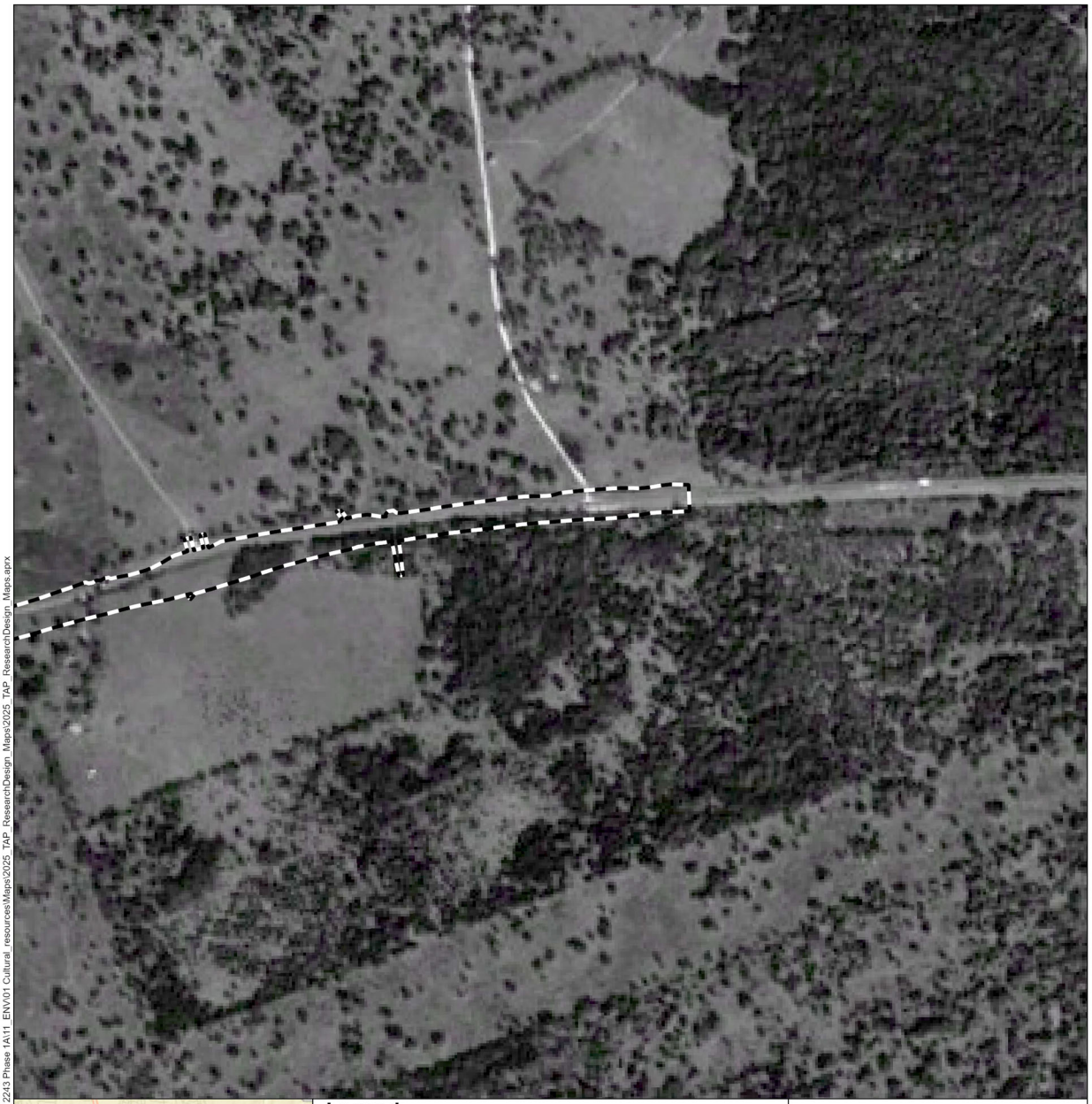
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Project Start
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Page 1 of 5
Texas Department of Transportation
RM 2243 Phase 1A
Figure 5:
1996 Aerial Image Map
Williamson County, TX
Date: September 2025
CSJ: 0914-05-222
GIS Analyst: mburdette
Data Source: Google (1996)
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Page 2 of 5
Texas Department of Transportation
RM 2243 Phase 1A
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GIS Analyst: mburdette
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Page 3 of 5
Project Start
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Texas Department of Transportation
RM 2243 Phase 1A
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1996 Aerial Image Map
Williamson County, TX
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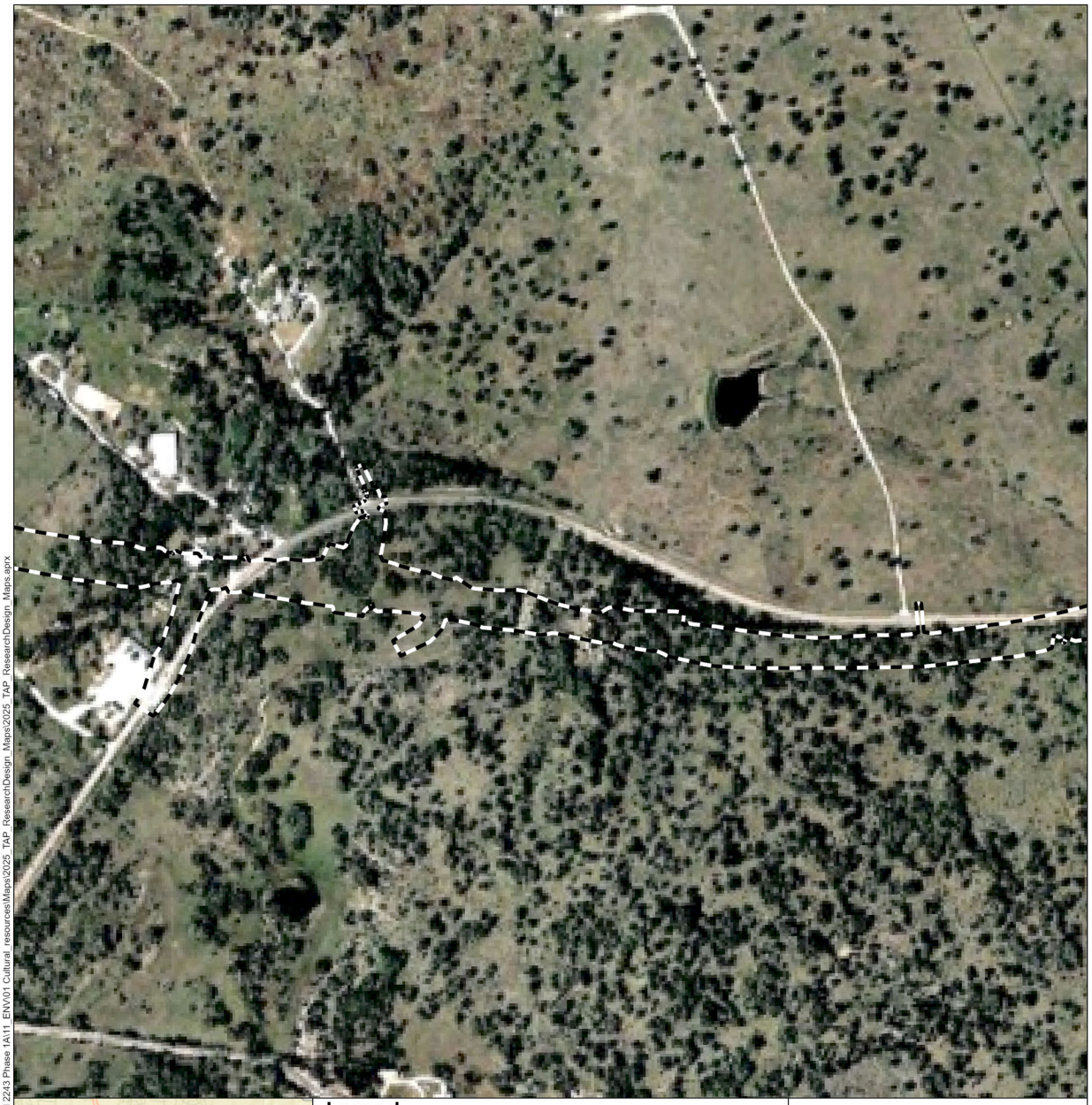

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Page 4 of 5
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RM 2243 Phase 1A
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RM 2243 Phase 1A
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Data Source: Google (1996)


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Project Start
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Recommended Survey Area
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Page 1 of 5
Texas Department of Transportation
RM 2243 Phase 1A
Figure 6:
2002 Aerial Image Map
Williamson County, TX
Date: September 2025
CSJ: 0914-05-222
File Path: \\bgeinc\data\TXC\Projects\County_Williamson\7473-02 RM 2243 Phase 1A\11_ENV\01 Cultural_resources\Maps\2025_TAP_ResearchDesign_Maps\2025_TAP_ResearchDesign_Maps.aprx
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Data Source: Google (2002)


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Recommended Survey Area
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Page 2 of 5
Texas Department of Transportation
RM 2243 Phase 1A
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Date: September 2025
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Project Start
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Page 3 of 5
Texas Department of Transportation
RM 2243 Phase 1A
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RM 2243 Phase 1A
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Page 1 of 5
Texas Department of Transportation
RM 2243 Phase 1A
Figure 7:
2005 Aerial Image Map
Williamson County, TX
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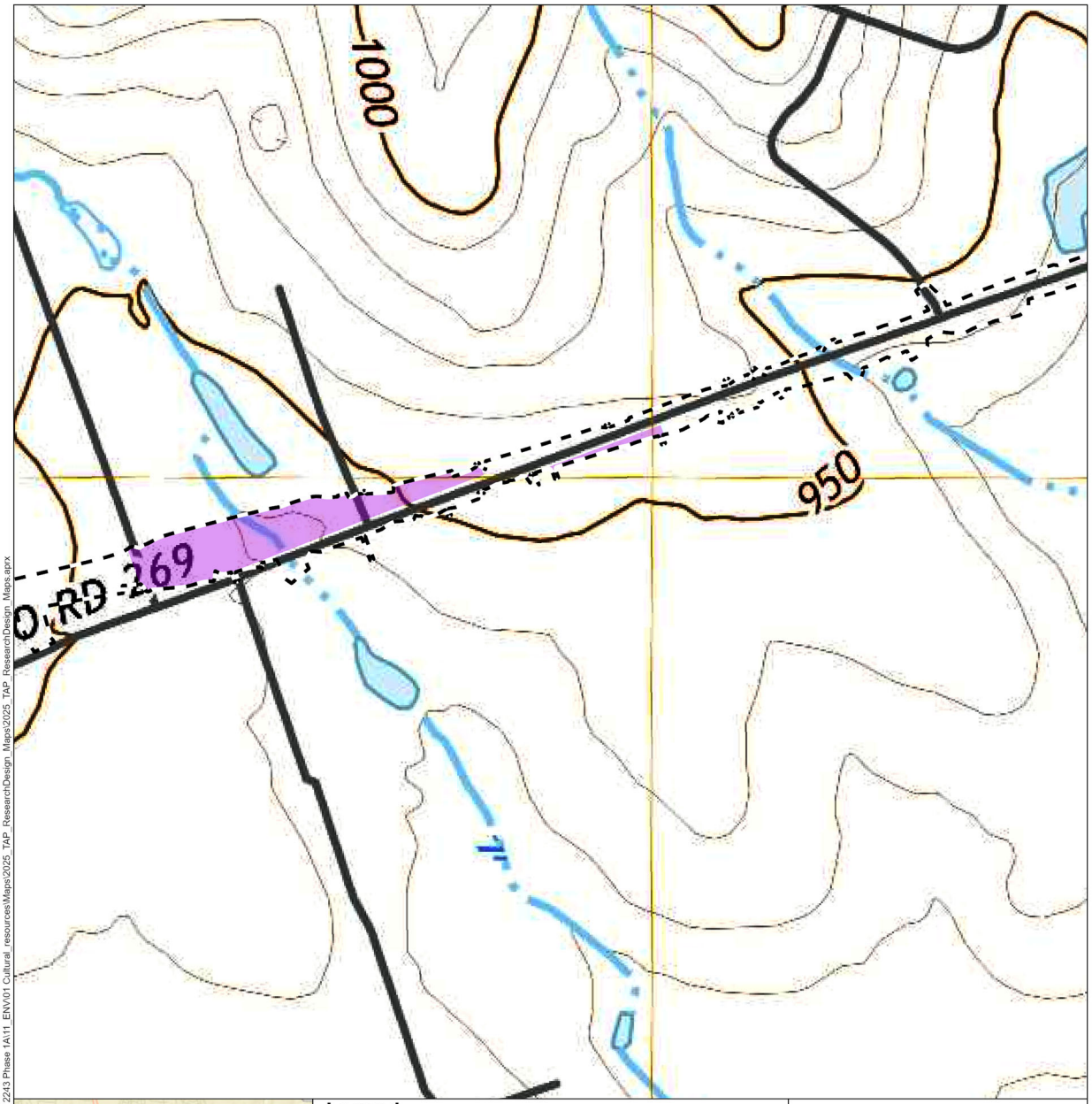

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RM 2243 Phase 1A
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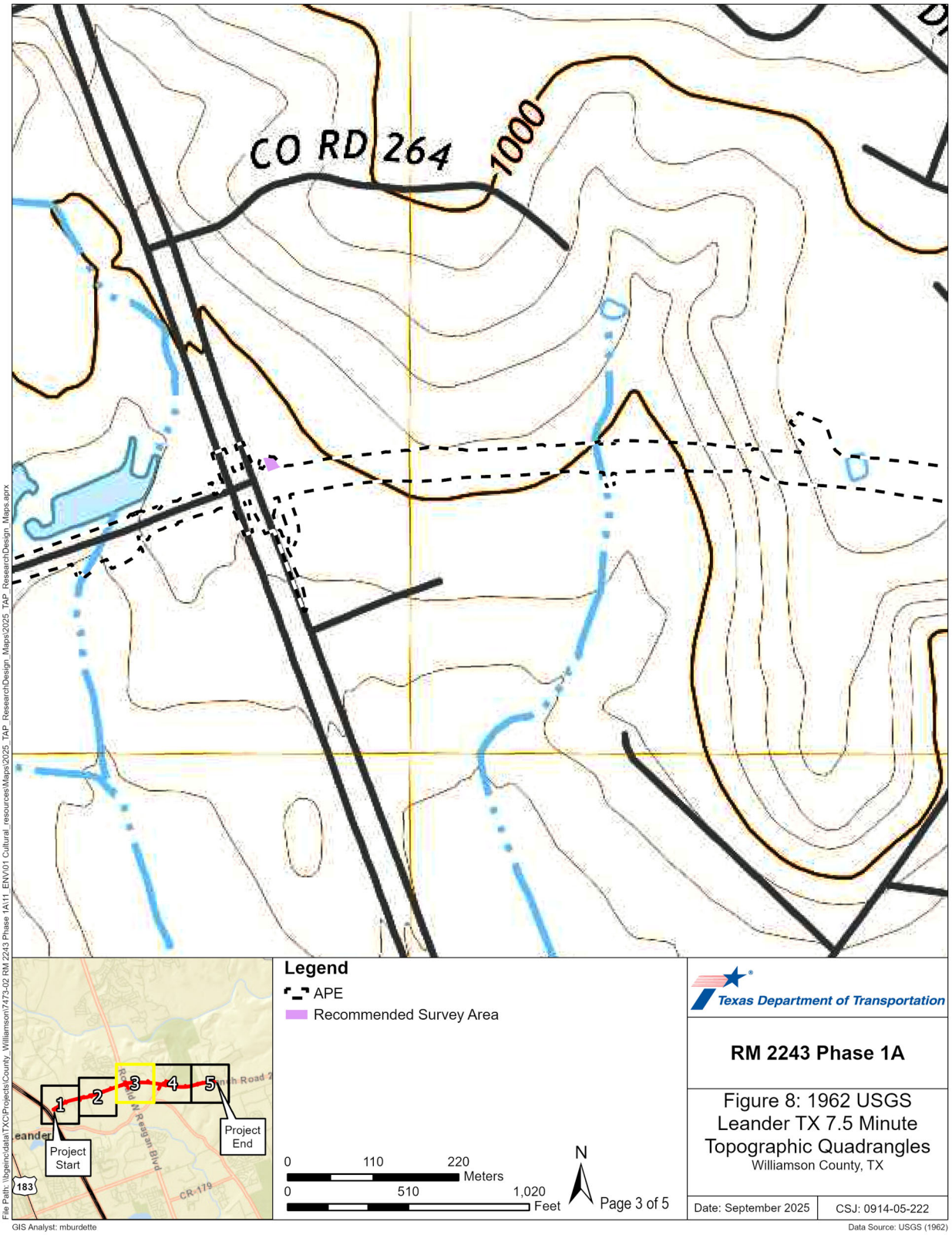

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Figure 7:
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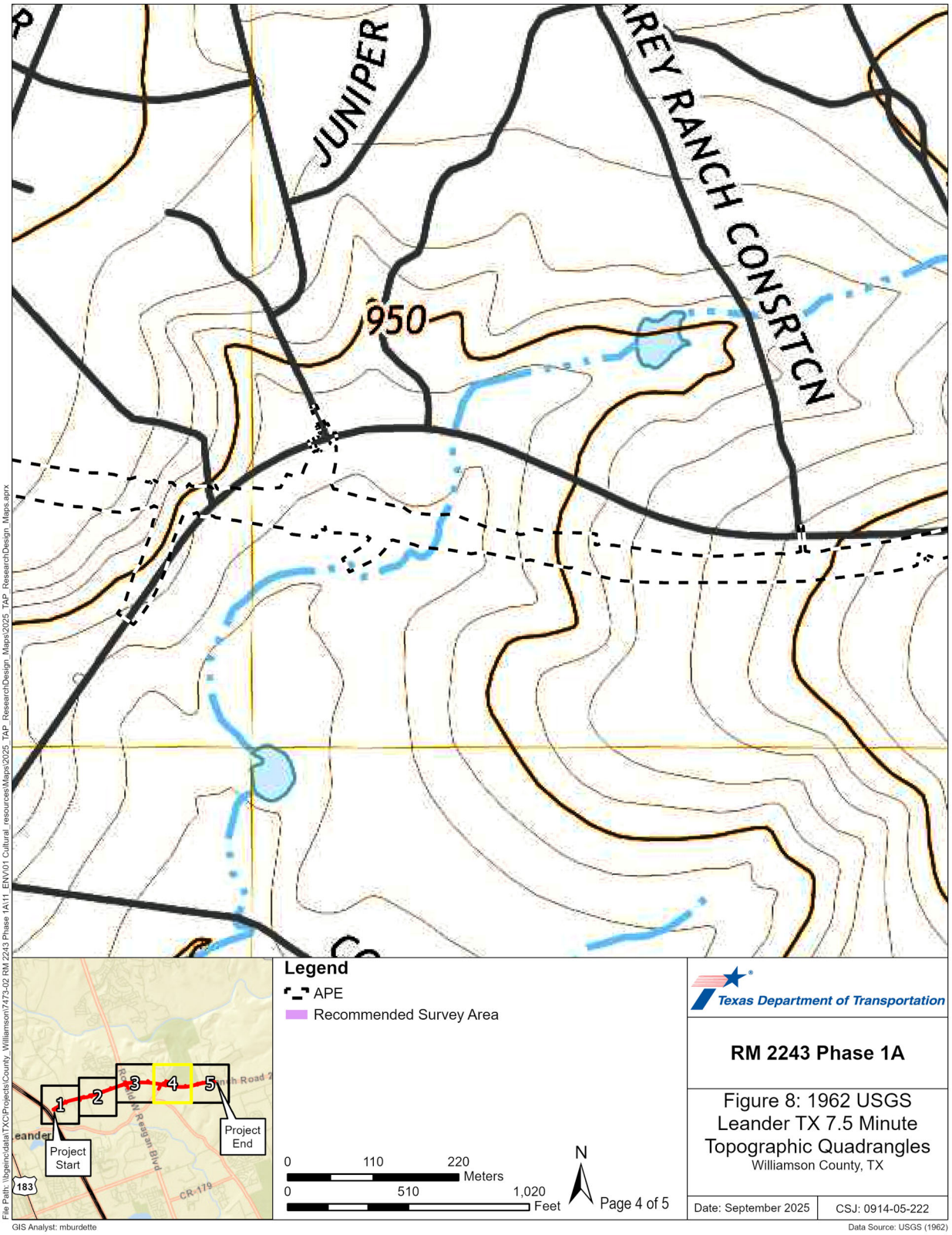

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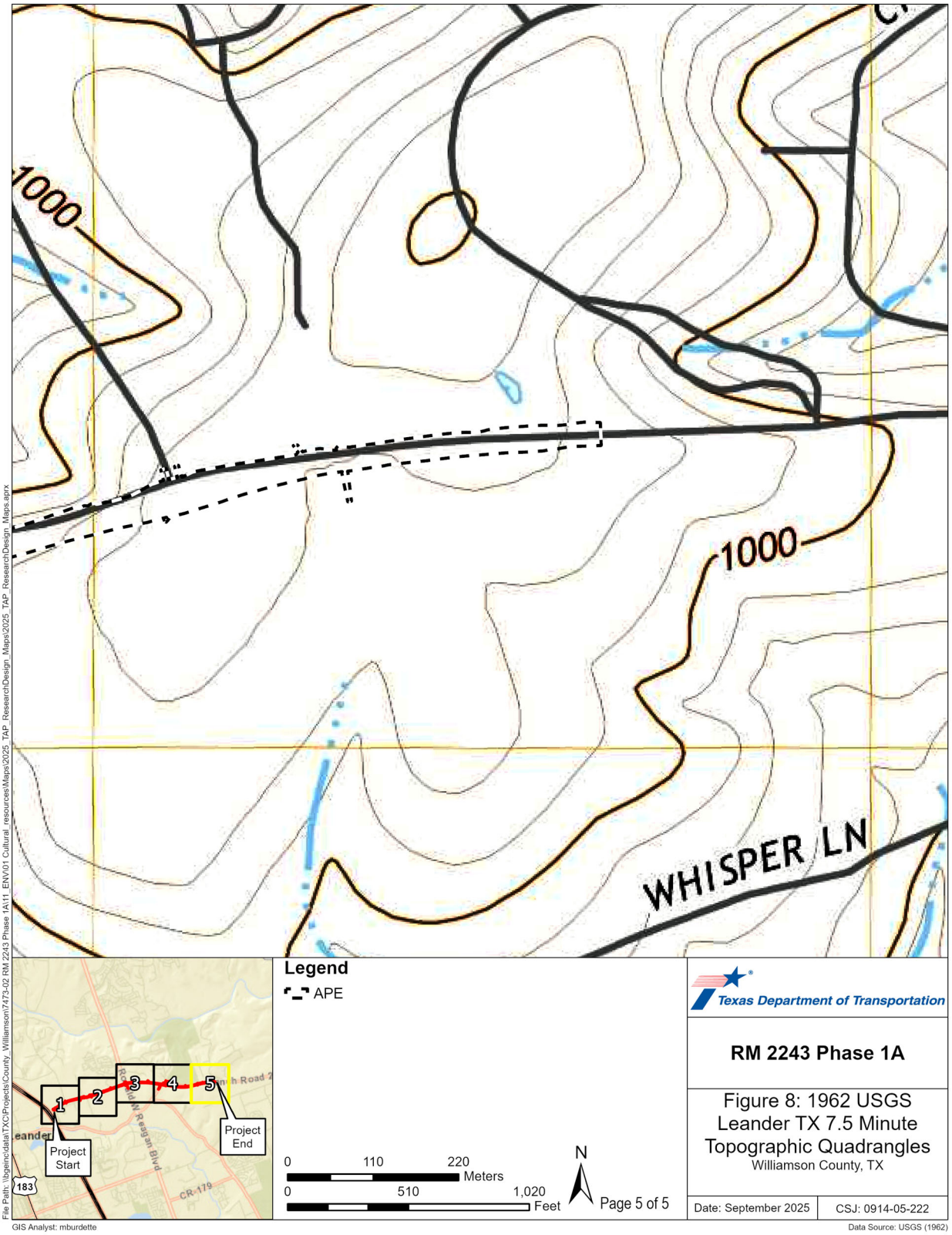

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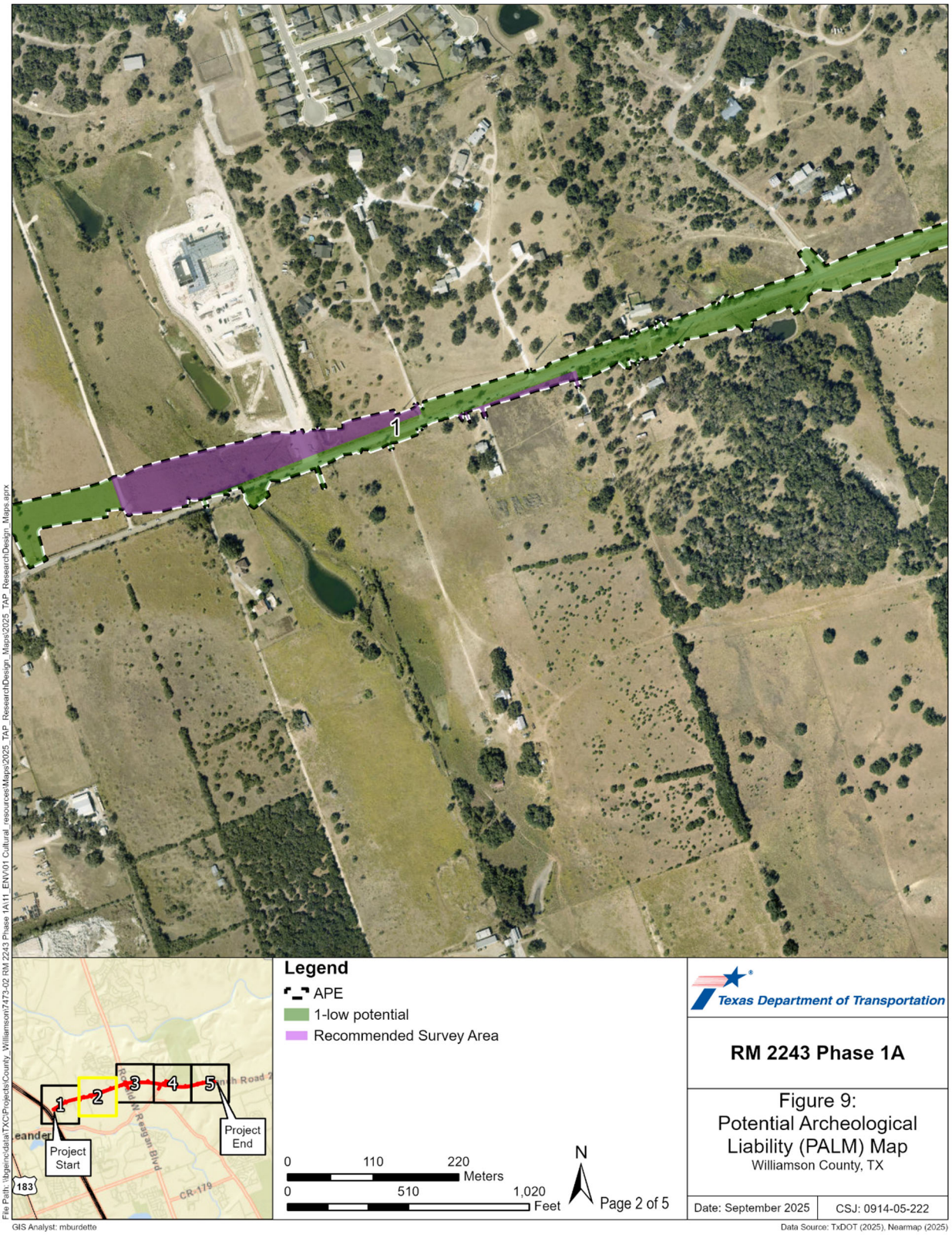

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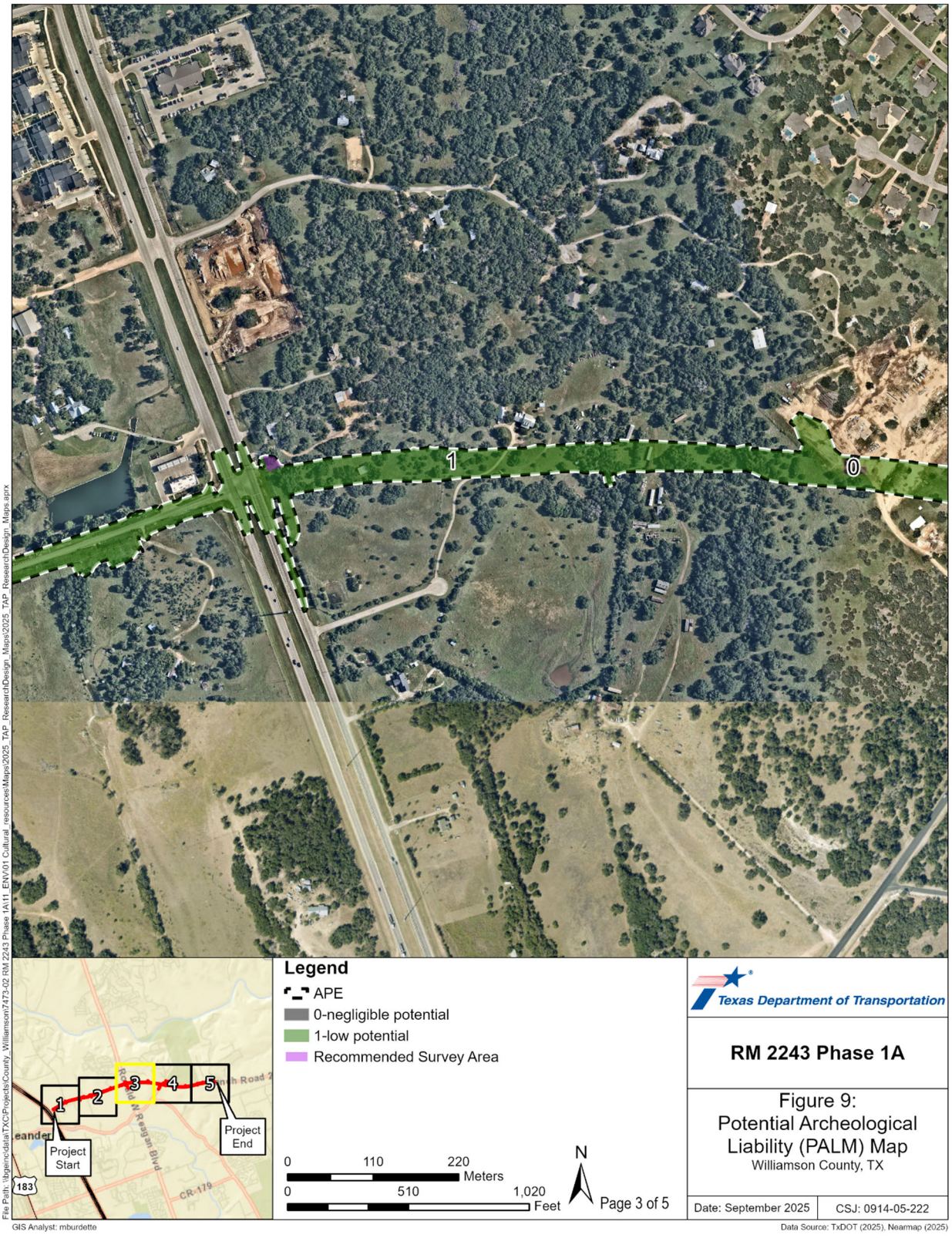

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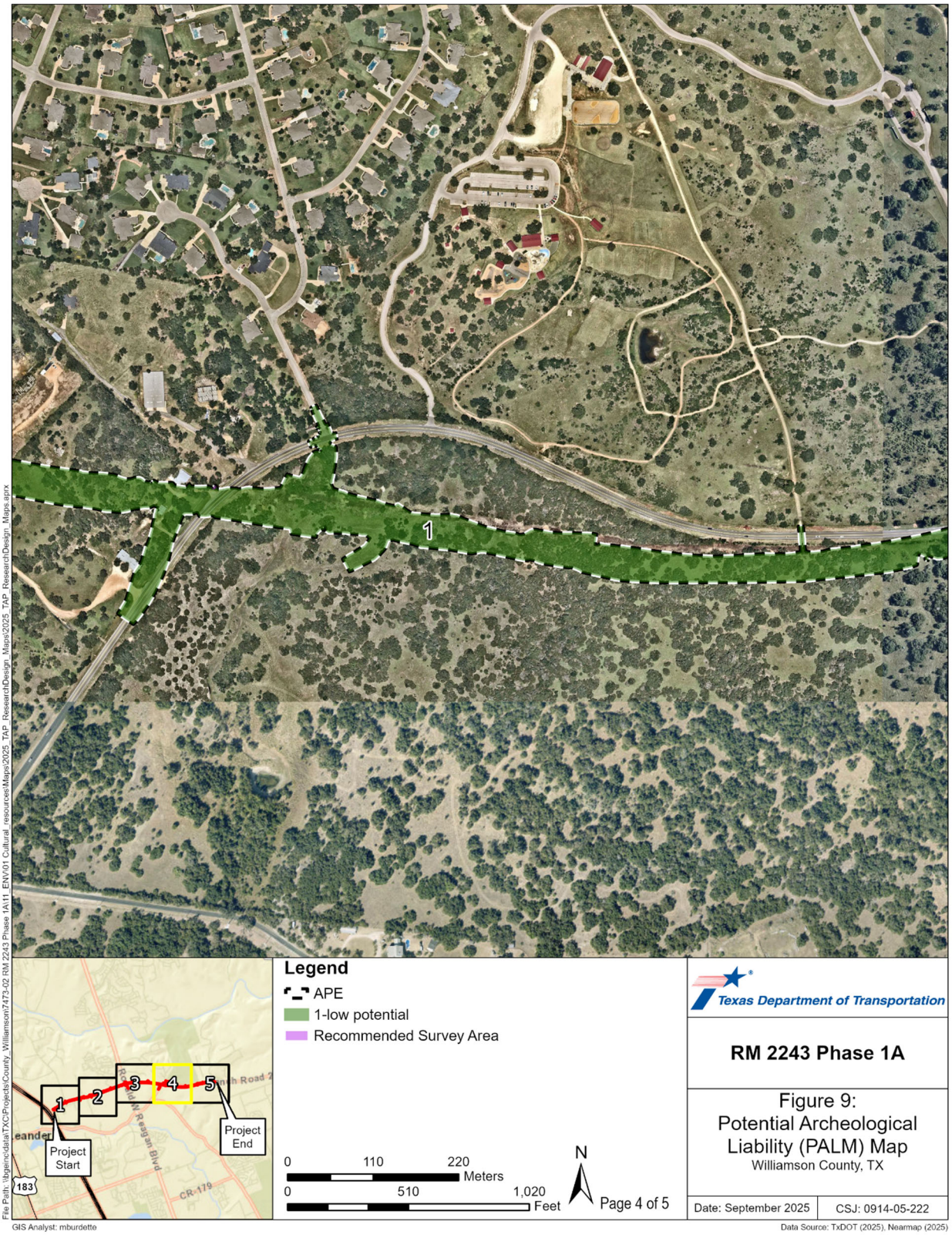

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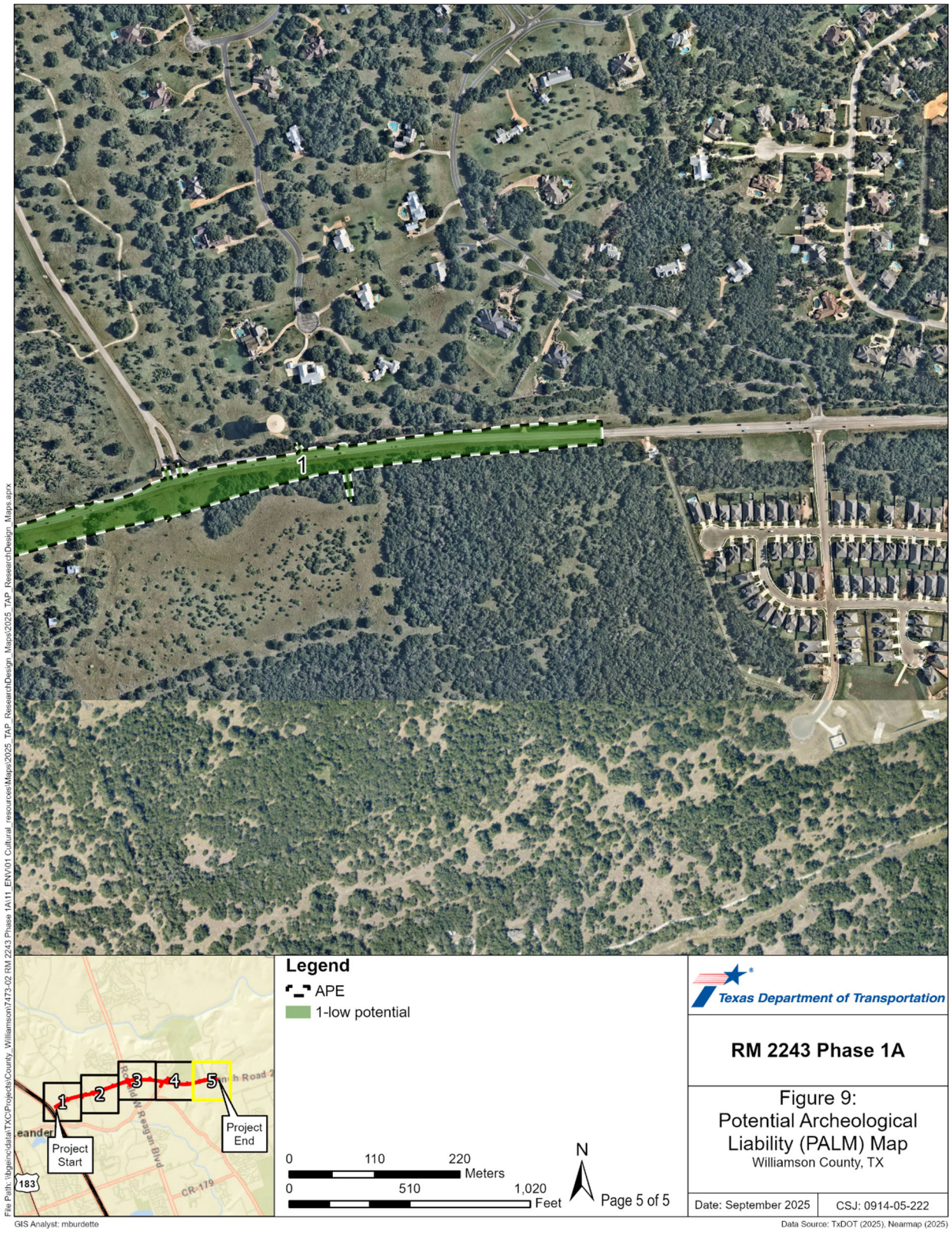

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Figure 9:
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Data Source: TxDOT (2025), Nearmap (2025)
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Previous Archeological Survey Report
AmaTerra Environmental, Inc. (Thomas, 2022)

Archeological Survey Report

Project Name: RM 2243

From US 183A **To** Southwest Bypass

District(s): Austin

County(s): Williamson County

CSJ Number(s): 2103-01-038

Prinicipal Investigator and Firm/Organization: Sunshine Thomas, AmaTerra Environmental, Inc.

Antiquities Permit No. 30313

Report Completion Date: April 25, 2022

The environmental review, consultation, and other actions required by applicable Federal environmental laws for this project are being, or have been, carried-out by TxDOT pursuant to 23 U.S.C. 327 and a Memorandum of Understanding dated 12-09-19, and executed by FHWA and TxDOT.

Abstract

At the request of BGE, Inc. (BGE) and on behalf of Williamson County and the Texas Department of Transportation (TxDOT), AmaTerra Environmental, Inc. (AmaTerra) conducted an archeological survey for the proposed widening and drainage improvements of RM 2243 between US 183A and Southwest Bypass in Williamson County, Texas (CSJ: 2103-01-038). The APE encompasses a total of 510.7 acres, of which 408.4 acres is proposed new ROW. Approximately 306.2 acres of proposed ROW and easements had Right-of-Entry (ROE), and ROE was denied for 204.5 acres at the time of survey. Approximately 6 acres of the APE was not recommended for survey. The survey evaluated approximately 306.2 acres; 60.7% of the APE recommended for survey and 60% of the total APE.

The survey was completed in compliance with Section 106 of the National Historic Preservation Act (Section 106) and the Antiquities Code of Texas (ACT) under Permit No. 30313. Work was conducted on November 15–19, 22–23, 2021, and consisted of a 100% intensive pedestrian survey and shovel testing of the areas recommended for survey where ROE was granted. In total, 275 shovel tests were placed in the APE; 14 of which were positive for cultural materials. Ten archeological sites have been previously recorded in the APE, four of which (41WM549, 41WM556, 41WM581, and 41WM593) were not revisited due to denied access and will need to be revisited when ROE is granted. Six previously recorded sites (41WM1005, 41WM1100, 41WM1198, 41WM1317, 41WM1333, and 41WM1342) were revisited during the survey. No new sites were identified during survey.

Site 41WM1100 is a subsurface lithic artifact scatter; as a result of the current survey, the boundaries are extended south into the APE. Site 41WM1342 is an early to mid-twentieth century farmstead. Surveyors recorded a historical debris scatter containing a cistern, a corral, and a fence within the APE; the boundaries were extended to encompass the complete fence. Site 41WM1005 was previously recorded as a light historical scatter; it has been extensively disturbed by construction of a gas station, and none of its cultural material was observed. Site 41WM1198 was previously recorded as a light lithic scatter. This survey was granted partial ROE; most of the site is located north of RM 2243, outside of the APE. None of its cultural constituents were observed during the current survey. Site 41WM1317 was previously recorded as a moderately dense lithic scatter; little of this site is within the APE and none of its cultural constituents were observed. Site 41WM1333 was previously recorded as a light lithic scatter; it has been extensively disturbed by construction of a driveway, and none of its cultural constituents were observed. None of the revisited sites meet the criteria for eligibility in the National Register of Historic Places (NRHP) or as a State Antiquities Landmark (SAL).

Further work is recommended within the APE to complete Section 106 and ACT requirements, including survey and shovel testing in the areas where ROE was denied at the time of the survey. No artifacts were collected as part of this project. All field notes and documentation will be permanently curated at the Center for Archaeological Studies (CAS) in San Marcos, Texas.

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Management Summary and Introduction

- **Management Summary**

  This project is subject to the Antiquities Code of Texas (ACT) because the proposed construction will include ground disturbance on lands that the Texas Department of Transportation (TxDOT) and/or Williamson County currently owns or will own at that time. The Federal Highway Administration (FHWA) is partially funding the project though TxDOT. This funding triggers federal cultural resource regulation outlined in Section 106 of the National Historic Preservation Act of 1966, as amended (Section 106).

  Sunshine Thomas served as the Principal Investigator; Andrew Milam and Matthew Carter were the project archeologists. An intensive pedestrian survey and shovel testing was performed November 15–19, 22-23, 2021, in the 306.2 acres of the APE where ROE was not denied. The field effort involved a total of 169 person-hours.

- **Introduction**

  At the request of BGE and on behalf of Williamson County and the TxDOT, AmaTerra has prepared this report of the results of an archeological survey of the Area of Potential Effects (APE) (Attachment 1) for the proposed realignment and widening of the existing undivided Hero Way and Ranch to Market (RM) 2243 between United States (US) 183A and Southwest Bypass in Williamson County, Texas (Attachment 2). The project will extend for 12.64 kilometers (7.87 miles) from United States (US) 183A to Southwest Bypass and will be entirely within the existing and proposed right-of-way (ROW). The current ROW is typically 24.2 meters (80 feet) wide. The proposed project will extend the current ROW to a typical width of 117.1 meters (385 feet) and a maximum width of 295.1 meters (970 feet). The current roadway is two lanes with two-foot shoulders and open ditches. Project plans include reconstruction of the existing roadway into a controlled access roadway with three 3.7-meter (12-foot) primary travel lanes in each direction, three 3.7-meter (12-foot) frontage road lanes in each direction (Attachment 3). Associated grading, erosion control, and landscaping activities are also planned.

Project Information

- **This survey is:** ☒ the initial survey for this project.

  ☐ a continuation of previous survey(s) due to:

  ☐ access issues and/or

  ☐ design changes.

  Identify previous investigation(s):

- **Report Completion Date:** 4/25/2022

- **Date(s) of Survey:** 11/15/2021 to 11/19/2021, 11/22/2021 to 11/23/2021

- **Archeological Survey Type:** ☐ Reconnaissance ☒ Intensive

- **Report Version:** ☐ Draft ☒ Final

- **Report Author(s) and Affiliation:** Andrew Milam and Sunshine Thomas, AmaTerra Environmental, Inc.

- **Estimated Percentage of Time that the Principal Investigator was in the Field:** 57%

Area of Potential Effects and Survey Area

- **Area of Potential Effects (APE)**

  The APE is defined to encompass the limits of the existing right of way; proposed, new project right of way; permanent and temporary easements; and any project-specific locations and utility relocations designated by TxDOT. Note: the APE encompasses the entirety of the APE, regardless of the extent of prior archeological investigations, the particular locations subject to field investigations, or the portion of a project added through a design change. If impacts are not known, worst-case impacts are assumed in defining the APE.

  The APE encompasses 510.7 acres of which 102.3 acres are in the existing ROW and 408.4 acres are in the proposed new ROW. The maximum depth of impacts is estimated to be 22.9 meters (75 feet), with the typical dept of impact being 1.5 meters (5 feet) for road construction. See Attachment 1 for a map of the APE, which is based on the project information provided as Attachment 2.

- **No Survey Area**

  Portions of the APE previously subject to an intensive terrestrial survey that meets the current standards for Texas as outlined by the CTA and adopted by the THC were not recommended for survey. This includes six acres of the total 510.7-acre APE. A portion of the APE previously surveyed with Atlas Number 8500080426 has been excluded from the recommended survey area because the intensive survey meets the current standards for Texas (Attachment 4). This includes the part of site 41WM549 determined by SHPO as Ineligible within ROW for listing in the NRHP.

- **Access Denied Area:**

  ROE was denied for 204.5 acres (40%) of the APE (Attachment 12).

- **Survey Area:**

  AmaTerra had access to the entire existing ROW (acres) and approximately 193.4 acres of the APE where ROE was granted (Attachment 12). Approximately, 60% of the APE was accessible at the time of survey.

- **APE Ownership:**

  Williamson County and TxDOT own the existing ROW. The proposed ROW resides on parcels owned by the City of Georgetown and several private landowners.

Project Setting

- **Natural Setting**
  - Topography:

    The APE is in the Balcones Canyonlands level IV ecoregion established by the Environmental Protection Agency (Griffith et al. 2007). This area forms the southern border of the Edwards Plateau, rising over 1,000 feet in elevation above the coastal plain to the southeast. Underlain by limestone formations, the karstic region is dissected by waterways, and the resulting canyons, sinkholes, and caverns are common. There are five intermittent streams with six crossings in the APE. At RM 2243 there are five crossings of tributaries of Brushy Creek. The easternmost crossing is of a tributary of the San Gabriel River. The nearest perennial stream is Brushy Creek, approximately 0.75 kilometers (km) to the south. The San Gabriel River is approximately 1.4 km to the north.

  - Geology:

    According to the USGS (2021), the APE is primarily on the Edwards Limestone unit (Ked) (**Attachment 5**). Toward its western boundary, the APE resides on the Keys Valley Marl (Kkv) and Comanche Peak Limestone (Kc), consisting of Cretaceous-age limestone deposits. The nearby San Gabriel River has incised into the Fredericksburg Group of the Cretaceous-age Comanchean series just north of the APE.

  - Soils:

    Ninety-six percent of soils within the APE (**Attachment 6; Table 3**), as identified by the United States Department of Agriculture – Natural Resources Conservation Service (USDA-NRCS 2021), are shallow, rocky, and clayey soils with Cretaceous-aged bedrock observed close to (or at) the surface. These soils are primarily derived from *in situ* residuum weathered from limestone and marl that are heavily eroded and well drained. The potential for shallow cultural deposits exists throughout the APE. This suggests any undocumented sites within the APE would be present at or near the surface.

  - Hybrid Potential Archeological Liability Map (HPALM):

    A HPALM of the area (**Attachment 7**) shows the upland areas have low shallow potential and low deep potential for buried archeological materials. The areas near stream crossings have moderate shallow potential and low deep potential for buried archeological materials. The southwestern terminus of the APE, which is just north of Brushy Creek, has a moderate shallow potential and low deep potential for buried cultural deposits.

  - Historic Land Use:

    The APE and surrounding area remained largely undeveloped into the mid-twentieth century with most land use related to agriculture. The 1893 topographic map (**Attachment 8**) does not depict any settlement concentrations near the APE, and the 1954 topographic map shows no additional development (**Attachment 9**). Aerial photographs from 1953 confirm that the western quarter of

the APE is tilled farmland, and the remainder of the APE is generally open or lightly wooded grazing land (Attachment 10).

- Land Use:

  A few scattered residences and commercial properties are interspersed among larger tracts of agricultural land, particularly in the western portion of the APE. The remainder of the APE is generally open or lightly wooded grazing land with new housing developments being constructed just north of the APE.

- Vegetation:

  The APE is in the Balcones Canyonlands level IV ecoregion established by the Environmental Protection Agency (Griffith et al. 2007). This ecoregion is variable and includes forests that host drought tolerant species, protected areas home to plants rare for the region, and oak savannas between drainages. Managed pastureland is common and managed for both native and domestic species.

- Estimated Ground Surface Visibility:

  Surface visibility throughout the APE is 0–10% with areas of surface exposed bedrock approaching 100% visibility.

- **Regional Cultural History:**

The proposed APE is located within the Central Texas archeological region (Perttula 2004). The cultural chronology is typically divided into four major periods: Paleoindian (12,000–8500 years before present [BP]), Archaic (8500–1250 BP), Late Prehistoric (c. 1250–250 BP), and Historic (250 BP–present) (Perttula 2004). The precontact periods are principally defined by the presence of diagnostic projectile points and other technologies but are intended to delineate change in socio-cultural patterns. However, cultural change proceeded at somewhat different rates across Texas. In some regions, hunting and gathering cultures persisted throughout prehistory; in others, cultures with farming and settled village life dominated. Precontact cultures in Central Texas appeared to maintain a hunter-gatherer lifestyle throughout the Archaic and into the Late Prehistoric Period with moderate changes in technology.

- Paleoindian Period (ca. 15,000–8500 BP)

  The arrival of humans in the New World occurred between 16,000 and 14,500 BP (Gilbert et al. 2008, Pitblado 2011), and until recently, it was generally thought that the Paleoindian Period in Texas did not begin until around 12,000 BP (Perttula 2004). However, new evidence from the Debra L. Friedkin and Gault sites in Central Texas have begun to push the date of earliest occupation back to 15,000 BP or more (Swaminathan 2014; Williams et al. 2018). As the Pleistocene ended, diagnostic Paleoindian materials in the form of Clovis, Folsom, and Plainview projectile points began to enter the archeological record. These points were lanceolate-shaped and fluted for hafting to wooden spears. Using the launching momentum from atlatls (spear-throwers), large game such as mammoth, mastodons, bison, camel, and horse were hunted (Black 1989). In addition to megafauna, Paleoindian groups also subsisted on antelope, turtle,

frogs, rabbit, fish, other small animals, and some flora (Bousman et al. 2004). Stylistic changes in projectile point technology occurred during this later portion of the period, eventually shifting to Dalton, Scottsbluff, and Golondrina traditions. While widespread in geographic range, these types occurred in high densities in the High Plains and Central Texas (Meltzer and Bever 1995). Environmental studies suggest that Late Pleistocene climates were wetter and cooler (Mauldin and Nickels 2001), gradually shifting to drier and warmer conditions during the Early Holocene (Bousman 1998). As megafauna gradually died off during the shift to warmer climates, subsistence patterns relied more upon smaller game and plant foraging.

- The Archaic Period (ca. 8500–1250 BP)

  The Archaic period, broadly divided into the Early, Middle, and Late Archaic sub-periods, signifies a more intensive exploitation of local floral and faunal resources with diversification of lithic technologies (Collins 2004). The archeological record begins to indicate more widespread use of burned rock middens, a wider variety of site functions, and more localized geographic distributions of these materials.

  Hester places the Early Archaic between 7950 and 4450 BP based on Early Corner Notched and Early Basal Notched projectile points (1995:436–438). Collins' dating of the Early Archaic period to 8800–6000 BP is founded on unstemmed point types (1995:383). Around 8000 BP, styles transitioned to stemmed varieties such as the Martindale and Uvalde (Black 1989), but unstemmed Early Triangular points were also in use as well (Turner and Hester 1999). With the extinction of megafauna, changing subsistence patterns show an increased reliance on deer, fish, and plants. In the archeological record, this trend equates to greater densities of ground stone artifacts, burned rock midden features, and task specific tools such as Clear Fork gouges and Guadalupe and Nueces bifaces (Turner et al. 2011). A great deal of Guadalupe Bifaces was recovered near river drainage systems like the San Antonio River, flowing toward the Gulf Coast off the Edwards Plateau, and are thought to function as primarily woodworking tools in a hafted capacity (Black and McGraw 1985). Most Early Archaic open-campsite concentrations were distributed along the eastern and southern margins of the Edwards Plateau in areas with reliable water sources. Population densities were relatively low and consisted of small bands with a high degree of mobility (Story 1985:39). Loeve-Fox, Jetta Court, and Sleeper sites are representative sites of the Early Archaic (Collins 1995).

  Middle Archaic materials date from about 6000–4000 BP, with increased occurrence of multiuse bifacial knives and burned rock middens (Collins 1995). Diagnostic points from this period include Bell, Andice, Taylor, Nolan, and Travis. The Tortugas point also appears in Middle Archaic contexts and possibly earlier (Turner et al. 2011). According to Collins (1995, 2004), large-game hunting of bison still occurred in the beginning of the Middle Archaic, and the climate became much drier toward the end of the Middle Archaic.

  This climatic change necessitated a heavier reliance on sotol and acorn harvesting (Collins 2004; Weir 1976). An expansion of oak woodlands on the Edwards Plateau and Balcones Escarpment may have been conducive to the intensified exploitation of certain plants (Weir 1976). This period also experienced population increases, and it is possible that previously scattered bands of hunter-gatherers began to combine harvesting and processing efforts (Weir 1976). Panthers

Spring Site, Landslide, Wounded Eye, and Gibson sites demonstrate cultural trends of the Middle Archaic (Collins 1995).

The last sub-period of the Archaic falls between 4000 and 800 BP (Collins 1995). Dart points of the Late Archaic are somewhat smaller, triangular points with corner notches such as the Ensor and Ellis (Turner et al. 2011). Other Late Archaic points include Bulverde, Pedernales, Marshall, and Marcos (Collins 1995). It is not entirely clear whether this period experienced a rise (Collins 1995; Prewitt 1981) or decline (Black 1989) in population numbers, but large cemeteries, grave goods, and exotic trade items are known to occur at this time at sites such as Loma Sandia, Rudy Haiduk, Silo, Ernest Witte, and Morhiss Mound in Central and South Texas. Evidence from the Thunder Valley sinkhole cemetery has suggested that territoriality may have been a social feature of the Late Archaic, possibly as a result of population increase (Bement 1991). The frequency of burned rock middens and open campsites appears to increase. Characteristic Late Archaic sites include the Anthon and Loeve Fox sites (Collins 1995).

- Late Prehistoric Period (ca. 1250 BP–250 BP)

  There exists some degree of overlap between diagnostic tools that are considered Late Archaic and Late Prehistoric, but the commonly held date for the beginning of this interval is 1250 BP. A hallmark transition for this period is the introduction of the bow and arrow, which enabled prehistoric hunters to harvest prey from greater distances with a lesser need for brushless, wide-open spaces required for atlatl maneuverability. The use of arrows is indicated by smaller-sized projectile points such as Perdiz and Scallorn. Another turning point in the Late Prehistoric period is the first substantial presence of pottery in the northern South Texas Plain and Central Texas (Black 1989; Collins 2004; Story 1985). Incidences of burned rock middens and ground stone artifacts increased as Late Prehistoric populations relied more heavily on plant food consumption. Many Late Prehistoric sites rest along creeks during this period as opposed to dispersing along other landforms. Researchers generally agree that during the beginning of this period there was a drop in population (Black 1989). Although burned rock middens associated with Scallorn and Edwards points have been recorded (Goode 1991; Houk and Lohse 1993), most researchers argue that such cases are rare. However, the “heyday of middenery” eventually peaked during the Late Prehistoric (Black et al. 1997). Inter-group conflicts between various bands of hunter-gatherers may have also been an issue, based on evidence of arrow inflicted deaths seen in human remains from various Late Prehistoric cemeteries. Sites with distinct Late Prehistoric components include the Kyle, Smith, and Currie sites (Collins 1995). Interval divisions for this period are the Austin and Toyah phases. Johnson (1994) believes these phases may possibly be two distinct cultures (see Black et al. 1997).

  The Austin phase of the Late Prehistoric eventually demonstrated intensive use of burned rock middens (Black et al. 1997) and includes the appearance of diagnostic point types Scallorn and Edwards (Collins 1995; Turner et al. 2011). During this phase, the use of burned rock middens was still quite widespread and may have even been on the rise (Mauldin et al. 2003). The Toyah phase of the Late Prehistoric suggests interaction between Central Texas and ceramic-producing traditions in East and North Texas with the presence of bone-tempered, plainware ceramics (Perttula et al. 1995). Ceramics were in common usage in East Texas by 2450 BP, but the first

Central Texas plainwares did not appear until ca. 650/700 BP. Other technological traits of this phase include the diagnostic Perdiz point, alternately beveled bifaces, and specialized processing kits as an adaption to flourishing bison populations (Ricklis 1992).

- Historic Period (ca. 500 BP–Present)

  The earliest known historical occupants of the county, the Tonkawas, were a flint-working, hunting people who followed the buffalo on foot and periodically set fire to the prairie to aid them in their hunts. While Álvar Núñez Cabeza de Vaca may have traveled through the area in the sixteenth century, the area was probably first explored by Europeans in the late seventeenth century, when Capt. Alonso De León sought a route between San Antonio and the Spanish missions in East Texas that would serve as a drier alternative to the more southerly Camino Real. In the mid-eighteenth century the San Xavier missions were founded and occupied a series of sites along the San Gabriel River. Anglo settlement began during the Texas Revolution and the early days of the Republic of Texas, when the area was part of Milam County. In 1835, a military post was built near the headwaters of Brushy Creek in what would become southwestern Williamson County but was abandoned in 1836 when its garrison was withdrawn to deal with the Mexican invasion. In 1838 the first civilian settlement was established at Kenney's Fort on Brushy Creek near the site of the present-day crossing of the Missouri-Kansas-Texas Railroad. Several other sites on Brushy Creek were settled soon after, but Indian raids kept white settlement in check. In 1842, many of the early farms were abandoned when Governor Sam Houston advised settlers to pull back from the frontier. The Indian threat eased after 1846, and part of the influx of settlers who came to Texas after its annexation traveled to the frontier along Brushy Creek and the San Gabriel River (Odintz 2021a).

  By 1848, there were at least 250 settlers in what was then western Milam County when the Texas legislature established Williamson County. According to the census of 1850 Williamson County had a population of 1,379 white people and 155 enslaved people, living in agricultural communities on Brushy Creek and the San Gabriel. As was common in other frontier counties, most of the improved acreage was used to grow corn. Three families enslaved fifteen or more people in 1850, but family farms and subsistence agriculture remained the norm prior to the Civil War. On the eve of the Civil War, Williamson County had become a populous, agriculturally diverse county. Agricultural pursuits were quite varied and reflected the county's geographical diversity. Farmers were using the rich blackland soils in the eastern half of the county to grow wheat and corn. Cotton was introduced in the 1850s, but it was not an important cash crop for most farmers. The early settlers had found large herds of wild cattle in the 1840s, and cattle ranching, both for home consumption and for market, was widespread throughout the county by 1860. Similarly, the number of sheep grew from 2,937 producing 3,499 pounds of wool in 1850 to 16,952 sheep and 32,994 pounds of wool in 1860 (Odintz 2021a).

  Though the Civil War had caused little material damage in the area, the county was a much poorer place in 1870 than it had been in 1860. The economic recovery in the 1870s was aided by the growth of the cattle and sheep industries and a dramatic expansion of cotton farming. Various feeder routes to the Chisholm Trail passed through Williamson County, and many cattle drives passed through or originated in the county from the 1860s through the early 1880s. With

the coming of the railroads to the county in the 1870s, Taylor, in the eastern part of the county, became an important rail center for the cattle trade. Cattle raising, after declining somewhat in importance in the early twentieth century, was again a major part of the agricultural economy by 1950. Sheep and goat raising declined in the late nineteenth and early twentieth centuries, but the industry revived in the 1930s. Mohair became a significant agricultural product by 1930. Cotton, the second boom industry in Williamson County, which had been insignificant before the war, developed alongside the cattle industry. Farm tenancy rates began to decline during the Great Depression with the shift away from cotton and other staple crops. The depression encouraged diversification among farmers and a shift away from staple crops to livestock. Between 1930 and 1940, the number of acres used for cotton growing fell by almost half. Cropland acreage used for corn production increased over the same period by about one half, and wool and mohair production more than doubled. Farmers increasingly turned to other crops, like sorghum and wheat, and to livestock raising in the later twentieth century. Along with traditional livestock like sheep and cattle, poultry farming played a significant role in the economy by 1950 (Odintz 2021a).

Urbanization and "suburbanization" continued to transform Williamson County during the 1990s and into the early twenty-first century. In the early twenty-first century, high-tech businesses, various manufacturing concerns, and agriculture were important elements of the county's economy, and many residents commuted to Austin to work. In 2002 the county had 2,510 farms and ranches covering 583,099 acres, 52% of which were devoted to crops and 42% to pasture. Corn, cattle, grain, sorghum, cotton, and wheat were the chief agricultural products (Odintz 2021a).

- **Previous Investigations and Known Archeological Sites:**

Background research was completed for a study area that includes the APE and a one-kilometer (0.6-mile) radius beyond the APE boundary. An online records search of the Texas Historical Commission's (THC) Archeological Sites Atlas (THC 2021) and a review of historical maps and aerial photographs was completed. Research focused on the identification of archeological sites, sites listed as State Antiquities Landmarks (SALs), Recorded Texas Historical Landmarks (RTHLs), sites listed in the National Register of Historic Places (NRHP), Official Texas Historical Markers, cemeteries, and previously conducted archeological surveys within the study area (Attachment 11). This records search identified 47 previously recorded archeological sites (Table 4), no SAL, no RTHL, no NRHP properties, one Official Texas Historical Marker, one cemetery, and 37 previously recorded archeological surveys within the study area (Table 5).

Archeological sites recorded within the study area can be typically characterized as precontact lithic scatters or lithic procurement sites without refined temporal assessment. Six sites within this same area have postcontact components that date to the late nineteenth or early twentieth century, typically rural residential sites. Ten of the previously recorded archeological sites are within the APE. Site 41WM549 is a surficial precontact lithic scatter and a twentieth century artifact scatter. Site 41WM556 is a surficial archaic lithic scatter. Sites 41WM581, 41WM593, 41WM1100, 41WM1198,

41WM1317, 41WM1333 are surficial precontact lithic scatters. Site 41WM1005 is a mid-twentieth century historic artifact scatter. Site 41WM1342 is an early to mid-twentieth century farmstead.

Of the ten sites within the APE, four have been determined Ineligible for listing in the NRHP by the State Historic Preservation Officer (SHPO) (41WM1342, 41WM1317, 41WM1198, and 41WM1005). Site 4WM549 was determined Ineligible within the ROW by the SHPO in 2017 as part of a survey for a proposed bypass road (Atlas No. 8500080426). A portion of this previous survey overlaps the current proposed APE at the south end of the project. However, the APE of the proposed project also includes portions of this site that have not been reviewed for eligibility. The remaining five archeological sites (41WM1333, 41WM1100, 41WM593, 41WM581, and 41WM556) are Undetermined for listing in the NRHP.

An Official Texas Historical Marker (Marker No. 9369) within the study area records the location of the 'Webster Massacre' that occurred in 1839 when approximately 30 migrants were killed by Native Americans. This marker is located across Brushy Creek from the Davis Cemetery, also within the study area, where the Webster Massacre dead are buried along with additional interments. The marker and cemetery are not located immediately adjacent to the project and the project is unlikely to affect these resources.

Twelve of the 37 previously recorded archeological surveys identified within the study area occur within the APE including Atlas Numbers 8500004588, 8500011602, 8500015070, 8500015216, 8500016332, 8500061451, 8500063837, 8500076619, 8500080336, 8500080426, 8500080611, and 8500080716. Little of the existing ROW within the APE has been previously surveyed and sections of the proposed new ROW have not been previously surveyed.

One previous archeological survey that occurs within the APE was conducted with methods that meet the current standards for Texas as outlined by the Council of Texas Archeologists (CTA) and adopted by the THC. Atlas Number 8500080426 was an intensive cultural resources survey completed for a proposed Southwest Bypass with fieldwork completed in 2017. This survey overlaps the current APE at the eastern boundary (Attachment 11d). Methods included pedestrian survey with shovel testing systematically excavated within the APE.

- **Evaluation of Project Setting:**

  Previous survey has been conducted in only a few small portions of the existing ROW (Attachment 11). The existing ROW is heavily disturbed by previous construction of Hero Way, Ronald Reagan Blvd, and RM 2243 and has low potential for intact archeological materials. However, sections of proposed new ROW have not been previously surveyed. A comparison of modern and archival aerial imagery and topographic maps depicts little development within the APE other than a few scattered residences and commercial properties interspersed among larger tracts of agricultural land, particularly in the western portion of the APE. The remainder of the APE is generally open or lightly wooded grazing land. Wider area disturbances include new housing developments under construction just north of the APE (Attachment 1b).

  The HPALM depicts most of the APE as having low potential for archeological sites (Abbott and Pletka 2015; Attachment 7). A few small areas of moderate shallow potential/low deep potential are present

in the eastern portion of the APE; these are locations of previously recorded archeological sites within the APE. One small area of moderate potential occurs on the western end of the APE, just north of Brushy Creek; this location has not been previously surveyed but faces profound disturbance due to road construction. Surface lithic scatters and lithic procurement sites are commonly recorded in the project vicinity. These sites are typically located on terraces associated with area drainages and unrecorded sites of this type may be present. Late nineteenth and early twentieth century sites may also be present in the area, particularly within the APE along the existing route of RM 2243. Ten archeological sites overlap with the APE (**Attachment 11**). Due to the potential presence of archeological deposits and features, pedestrian survey augmented with shovel testing is recommended for all undisturbed sections of the APE. No trenching is recommended due to shallow soils within the APE and low potential for buried cultural deposits within undisturbed portions of the APE.

Survey Methods

- **Surveyors:**

  Matthew Carter and Andrew Milam, PA; Sunshine Thomas, PI

- **Description of Methods:**

  The existing ROW was visually inspected during pedestrian survey and photographed. Additionally, 100% intensive pedestrian survey of all parcels with granted ROE was undertaken.

  Shovel testing was conducted in all areas of the APE with ROE that were not significantly disturbed by past land use, installation of utilities, and/or construction of existing roadways. Methods met or exceeded the Council of Texas Archeologists (CTA) minimum standards for linear surveys. Transects were spaced 30 meters apart and shovel tests were placed every 100 meters on the transect. A total of 275 shovel tests were excavated to sterile basal clay subsoil. Sediments were screened in the field through ¼-inch mesh or troweled through if they were compacted or dried clay. Site boundaries were defined by two negative shovel tests in each direction or to the edge of the APE. All tests were marked using a hand-held GPS unit and logged on standardized forms that recorded profile characteristics, depth, and contents. Investigators took photographs of sites, the landscape, and various disturbances within and near the APE. All artifacts from shovel tests were photographed, as were diagnostic and representative non-diagnostic artifacts from the sites. No artifacts were collected during the survey.

  USDA-NRCS (2021) data indicate that approximately 96% of the APE is mapped as either shallow, rocky soils derived from in situ Cretaceous-aged limestone and marl parent material or as rock quarries with no soil present. Moreover, Austin PALM data suggest most of the APE has low geoarcheological potential (TxDOT 2011). As such, no deep prospection survey was conducted, as deeply buried cultural deposits are likely not present beneath the maximum 80-centimeter shovel testing depth and no Holocene-aged soil is mapped below three feet.

- **Subsurface Probes**

  See Attachment 12–Attachment 13 for survey results and Table 7 for detailed subsurface probe results. Table 1 summarizes subsurface probe types and density.

Table 1. Summary of subsurface probes.

Method	Quantity in Existing ROW	Quantity in Proposed New ROW	Quantity in Proposed New Easements	Total Number per Acre Surveyed
Shovel Test Pits	2	273	0	1.1 (1.4 new ROW)
Power Auger Probes	0	0	0	0
Mechanical Trenches/Scrapes	0	0	0	0

- **Other Methods:**

  None.

- **Collection and Curation:** ☐ **NO** ☒ **YES**

  Artifacts were not collected during the survey. However, all photographs and records of sites will be curated at CAS, according to their standards.

- **Comments on Methods:**

  Further survey and shovel testing is recommended in the areas where ROE was denied at the time of survey.

Survey Results

- **Survey Area Description:**

  The APE is upland dissected by ephemeral drainages into Brushy Creek and the San Gabriel River. The nearest perennial water sources are at Brushy Creek, 1.15 kilometers to the south, and at the San Gabriel River, two kilometers to the north. Soils within the APE are clays formed in residuum derived from limestone and marl (United States Department of Agriculture-Natural Resources Conservation Service [USDA-NRCS] 2020; Attachment 6). They are typically well drained, and bedrock is often encountered above one meter in depth. Most landforms in the APE are degradational, with deposition only occurring along the ephemeral drainages.

  Based on observations during surface inspection and shovel testing (Table 7), the upland sediments appear very eroded by wind and sheetwash due to over a century of ranching and agriculture (Attachment 14a–Attachment 14d). There has been very little development within the APE other than a few scattered residences and commercial properties interspersed among larger tracts of agricultural land, particularly in the western portion of the APE. Surveyors observed on property east of Ronald Regan Boulevard and north of Creekview Circle, a surface collection of numerous automobiles, dismantled mobile homes, and other large materials. A few of these items are notably over 50 years in age (Attachment 14h), but the dismantling and salvaging activities at the site appear active and not historical in nature. The remainder of the APE is generally open or lightly wooded grazing land with primary disturbances being new housing developments still under construction just north of the APE.

  Disturbance by previous construction of Hero Way and RM 2243 (Attachment 1b) represents the main artificial impact to archeological materials. Damaging winds and soil erosion represent the main natural impacts to abandoned structures and archeological materials. Naturally occurring surface cherts are common on the landscape, and breakage due to mechanical land clearing and grazing is common.

  Generally, the area was desirable for historic period settlers as farmland and ranchland. For precontact nomadic peoples, the area is better suited to short term encampments rather than longer occupations due to the lack of reliable water. On the uplands, conditions are poor for the preservation and stratification of cultural materials.

- **Potential Buffer Zone Description:**

  The above description of the APE also applies to any potential buffer zone within 50 feet of the APE.

- **Archeological Materials Identified and Archeological Site Description:**

  Four previously recorded sites, 41WM549, 41WM556, 41WM581, and 41WM593, were on parcels with denied ROE during the time of the survey. Three isolated finds (IF) were identified during survey. Six previously recorded sites (41WM1005, 41WM1100, 41WM1198, 41WM1317, 41WM1333, and 41WM1342) were revisited, and no new sites were identified during survey.

- IF01

  IF01 consisted of a surface find of a single deteriorated side-seam steel can, opened with a "church key" style can opener, embossed with "SAE 40, SINCLARE" (**Attachment 14e**) located approximately 0.08 mile east of the intersection of Play Ranch Rd and RM 2243 and 0.1 mile south of RM 2243 (**Attachment 12d**). No other cultural materials were observed at this location during pedestrian survey. Due to shallow soils and IF01 being observed in an ephemeral drainage, no additional shovel tests were performed.

- IF02

  IF02 consisted of a surface find of two grey chert flakes (**Attachment 14f**) located approximately 0.15 mile south of the intersection of RM 2243 and Play Ranch Rd (**Attachment 12d**). Additional shovel tests (n=8) were placed at 10-meter intervals in cardinal directions until two consecutive negative shovel tests were encountered, all additional shovel tests were negative for cultural material. A typical soil profile from shovel testing consisted of (7.5YR 4/6) silty clay to a depth of approximately 40 centimeters below surface (cmbs) containing gravel and CaCO3 underlain by limestone bedrock.

- IF03

  IF03 consisted of a surface find of a single crushed side-seam steel can (**Attachment 14g**) located along RM 2243 approximately 0.15 miles east of its intersection with Garey Park Rd and 20 meters south of RM 2243 (**Attachment 12e**). No other cultural materials were observed during pedestrian survey.

- Site 41WM1005

  Site 41WM1005 is a previously recorded light historical artifact scatter. Previous researchers conducted surface inspection and some shovel testing at the site, identifying it as a general trash scatter (Ralph and Clark 2001). Current surveyors completed survey of the site and adjacent areas within the APE. North of Hero Way, the area has been subject to profound disturbance from construction of a gas station and associated utilities. Shovel tests placed north of this disturbance identified no cultural materials. Shovel testing and pedestrian survey located immediately south of the recorded site location and Hero Way also identified no cultural materials (**Attachment 12c**). The current survey did not locate any evidence of the site; it is likely destroyed. The site does not possess integrity of location, design, materials, or association within the APE.

- Site 41WM1100

  Site 41WM1100 is a previously recorded shallowly buried, lithic scatter (**Attachment 12d and Attachment 13a**). Previous researchers noted its location above an unnamed drainage and that most cultural material are early-state reduction flakes found on the surface (Iruegas 2004). The site was characterized as an undated lithic procurement and reduction site (Stotts et al. 2013).

  Current surveyors defined the site boundaries by shovel testing and the APE boundaries. Shovel testing to the north and south was limited to the bounds of the APE. The eastern and western site boundaries are defined by negative shovel tests. Vegetation consisted of mixed grasses

between patches of dense woodland (**Attachment 14i**). Ground visibility on-site was 0–5% due to vegetation. Recorded soils in the site consist of Eckrant extremely stony clay (0–3% slopes). A typical soil profile from shovel testing consisted of (10YR 3/6) clay or clay loam to a depth of approximately 40 cmbs silty clay containing gravels and CaCO3 underlain by bedrock.

Archeologists excavated 20 shovel tests to delineate the site in cardinal directions as the landform, vegetation, and APE boundaries allowed. Positive shovel tests contained cultural materials consisting of burned rock (n=2), a retouched chert flake (n=1), and lithic debris (n=74) (**Attachment 14j**). Most artifacts were recovered 0–20 centimeters below surface (cmbs), but deposits did extend to 30 cmbs in one shovel test.

The previously boundaries of site 41WM1100, are located on the north side of RM 2243 and extend across the road in a few locations. Based on the similarity of general artifact types recovered during the current survey and the proximity to site 41WM1100, AmaTerra archeologists identified the materials recovered during the current survey as a continuation of site 41WM1100. The new site boundaries extend south into the APE and cultural deposits may be present beyond the southern boundary of the APE (**Attachment 13a**). The expanded site area measures approximately 119,675 square meters.

Within the APE, the site is shallowly buried and has been impacted by erosion. Surveyors noted lithics represented different stages of reduction and included numerous pieces of angular debris. The site possesses only general integrity of location, design, materials, and association.

- Site 41WM1198

  Site 41WM1198 was previously recorded as a light lithic scatter and has been determined Ineligible for listing in the NRHP by the SHPO. Descriptions of the site in 2008 noted naturally occurring chert nodules with a thin surface scatter of lithic reduction debris (Bradle and Bernhardt 2008). Recorders also noted erosion and previous major land clearing that have impacted the site. A site survey in 2013 included shovel testing and also described the site as a surface and shallowly buried site across a landscape where chert was naturally abundant on the surface.

  The current survey was granted partial ROE along the northern boundary along RM 2243. Surveyors conducted pedestrian survey to confirm disturbance due to previous road construction within the APE; no cultural materials were observed (**Attachment 12e– Attachment 12f**). It is unlikely this site extends to the south side of RM 2243 further into the APE, as shovel testing on this side of the road identified no cultural materials. Within the APE, the site is impacted by the previous construction of RM 2243 and does not possess integrity of location, design, materials, or association.

- Site 41WM1317

  Site 41WM1317 was previously recorded as a moderately dense lithic scatter and has been determined Ineligible for listing in the NRHP by the SHPO. Descriptions of the site from 2015 and 2017 record very shallow soils and bedrock often exposed at the surface (Brownlow and Smith

2015, Rodriguez 2017). Past surveyors noted a lack of diagnostic tools or features and the presence of many primary reduction flakes.

Very little of the previously recorded site area is within the APE. Surveyors conducted pedestrian survey to confirm disturbance due to previous road construction of RM 2243 within the APE; no cultural materials were observed (**Attachment 12f**). It is unlikely this site extends to the south side of RM 2243 further into the APE, as shovel testing on the south side of the road identified no cultural materials. Within the APE, the site has been impacted by the previous construction of RM 2243, and does not possess integrity of location, design, materials, or association.

- Site 41WM1333

  Site 41WM1333 was previously recorded as a small surface lithic scatter consisting of seven flakes. Surveyors in 2016 noted the nearby building and gravel yard, and indicated the site was impacted by erosion, natural colluvial mixing, and ongoing building construction and demolition (Evans 2016).

  The current survey confirmed the site location has been subjected to profound disturbance due to construction of a driveway for the active construction yard. Shovel testing in relatively undisturbed adjacent areas located no cultural materials (**Attachment 12d**); the site may be destroyed. Within the APE, no evidence of the site was identified, and the site does not possess integrity of location, design, materials, or association.

- Site 41WM1342

  Site 41WM1342 was previously recorded as a historical farmstead (**Attachment 14k–Attachment 14p**) dating to the mid-twentieth century located at the southwestern corner of the intersection of RM 2243 and Parkside Parkway in Georgetown, Texas (**Attachment 13b**). Previous surveyors recorded one standing residential building, four support buildings, and one feature-an above ground limestone cistern (Padilla and Matthews 2016).

  Current surveyors were granted ROE to the site on the east side of CR 1434 that now runs through the previously documented site area. Shovel testing was conducted within and adjacent to the site and pedestrian survey was completed between shovel tests. Vegetation consisted of mixed grasses between patches of dense woodland (**Attachment 14n**). Ground visibility on site was 0–5% due to vegetation. Soils in the site consist of Georgetown stony clay loam (1–3%). A typical soil profile from shovel testing consisted of (10YR 3/3) silty clay loam to a depth of approximately 40 cmbs containing medium to large gravels underlain by bedrock.

  Archeologists excavated six shovel tests to delineate the site in cardinal directions as the landform and vegetation allowed. All shovel tests were negative for cultural materials. AmaTerra recorded three cultural features within the APE.

  Feature 1 (**Attachment 14l**) is the previously recorded above-ground cistern. Engraved on its northeast side is the date June 15th, 1939 (**Attachment 14m**), an associated well was observed immediately to its north. Feature 1 is located approximately 215 feet (66 meters) west of Parkside Parkway and 220 feet (67 meters) south of RM 2243. There is an electrical utility pole

near the cistern to the southeast. The cistern is roughly 13 feet (3.9) in diameter, made of concrete, and open at the top. Vegetation has grown inside the cistern.

Roughly 40 feet (12 meters) northeast of the cistern is Feature 2 (**Attachment 14n**), the remnants of a collapsed corral. The corral is made from corrugated metal and wood materials of many sources, including raw cedar and milled lumber, held together with wire nails. The corral measures approximately 25 feet (7.6 meters) by 35 feet (10.6 m) oriented in the cardinal directions.

Feature 3 (**Attachment 14o–Attachment 14p**) is a fence, which runs north to south approximately 310 feet (94.4 meters) and defines the western boundary of the site. The fence is made from multiple materials including raw cedar posts, metal t-posts, wire, and barbed wire. The southern half of the fence, near the cistern, is made of cedar posts arranged tightly and held together with wire nails and wire. The northern half of the fence, near RM2443, is made from metal safety posts with barbed wire strewn across.

There were no diagnostic artifacts observed. An artifact scatter of mostly building debris exists throughout the site and contains both historical and modern cultural materials. Artifacts observed include metal barrels, metal debris, wood debris, fencing debris, corrugated metal, rubber hoses, plastic debris, roofing tiles, sheet metal, tires, PVC pipes, and wire nails. Over 500 artifacts were observed in this large trash scatter.

The site does not appear on archival topographic maps or aerial photographs (**Attachment 8–Attachment 10**). Modern imagery from 1995 shows that across the currently existing Parkside Parkway there was an active homestead with an occupied house and barn. It appears that the property began to fall into disrepair around 2009, with the roof of the corral in the survey area falling in between March 2011 and August 2012. All structures and buildings of the homestead were standing until January 2018 when they were deliberately demolished. By November 2019, construction to build Parkside Parkway was underway. By March 2021, all debris from the barn and house and been removed.

Deed research (**Table 6**) indicates the property changed hands several times. The earliest available record is from 1899, when S. L. Sexton purchased two tracts of land, which became the property, from R. W. Insall and S. J. Walker, respectively. The Sexton family took ownership of the property until selling it to A. D. Fulkes in 1902. The property remained under ownership of the Fulkes family until conveying it to T. R. Peaslee in April of 1939. The only diagnostic cultural feature, the cistern (Feature 1) is engraved with the date June 15th, 1939, which is two months after T. R. Peaslee took ownership. The property was passed down through T. R. Peaslee's heirs until being conveyed to John L. Dennis, Trustee, in 1986. Following that date, it has been transferred back and forth through private businesses and trustees.

Only portions of the site within the current APE were surveyed. The previously recorded site boundaries were expanded to encompass all of Feature 3. The site now measures approximately 225 square meters. Based on materials observed, previously recorded site data, aerial imagery, and deed research the site may be less than 10% intact. Observations of CR 1434 and the eastern portion of the site indicate that all other previously recorded structures are demolished,

and near-surface archeological deposits are likely disturbed. However, the presence, depth, and extent of any below-ground deposits associated with this site remains unsurveyed. The portion of the site subject to the current survey, west of CR 1434 represents only a small piece of the original homestead and possesses little integrity of location, design, materials, and association.

Recommendations

- **Results Valid Within (check all that apply to define the buffer zone):**

No Survey Area (NSA)	Survey Area	Either
☐ 50 feet of NSA	☐ 50 feet of survey area	☐ Variable, see map
☒ 0 feet of NSA	☒ 0 feet of survey area	<Reference figure(s) or delete>

- **The Definition and Evaluation of this Horizontal Buffer Zone Is Based on One or More of the Following Considerations (check all that apply):**

☒ The integrity of the areas has been affected by prior development, modern land use practices, or other disturbances.
☐ The areas are unlikely locations for past human activity.
☐ The survey shows that archeological materials are unlikely to exist in this area.
☒ The survey shows that areas may contain intact archeological sites or the survey results cannot preclude the possibility of such sites.
☐ Other (specify)

- **Archeological Site Evaluations:**

Six sites were surveyed, in whole or in part, during the current survey. Two sites (41WM1005 and 41WM1333) are likely destroyed and recommended not eligible for listing in the NRHP or for designation as a SAL. Three sites have previously been determined ineligible for listing in the NRHP (41WM1198, 41WM1317, and 41WM1342). AmaTerra recommends these sites not be designated as SAL and the NRHP determinations remain unchanged. This includes a newly recorded portion of site 41WM1342. A newly recorded portion of site 41WM1100 was surveyed within the APE; this portion is recommended not eligible for listing in the NRHP or for designation as a SAL.

– 41WM1005

Previously recorded site 41WM1005 has been subject to profound disturbance due to construction of a gas station at the northwest corner of the intersection of Ronald Reagan Blvd and Hero Way. It is less than 1% intact and has no research potential. Because site 41WM1005 does not meet criteria for inclusion in the NRHP (Criteria A-D), AmaTerra recommends the site is not eligible for registration in the NRHP or as a SAL.

- 41WM1100

  Within the APE, previously recorded site 41WM1100 is shallowly buried and has likely been impacted by erosion. The site possesses only general integrity of location, design, materials, and association. Due to the limited archeological content and lack of context, the site is unlikely to yield information important to history (Criterion D). It does not meet other criteria for inclusion in the NRHP (Criteria A-C). Accordingly, AmaTerra recommends that the portion of the site within the APE is not eligible for listing in the NRHP or as a SAL.

- 41WM1198

  Within the APE, 41WM1198 has been subject to profound disturbance from construction of existing RM 2243. Most of the site is located north of the APE. ROE was granted for part of the site within the APE, however no cultural materials were observed within the APE. The site has previously been determined Ineligible for listing in the NRHP. The surveyed portion of the site within the APE meets no criteria for inclusion in the NRHP (Criterial A-D), and AmaTerra recommends the newly recorded portion within the APE is also not eligible for listing in the NRHP or as a SAL. AmaTerra recommends the NRHP determination remain unchanged.

- 41WM1317

  Within the APE, 41WM1317 has been subject to profound disturbance from construction of existing RM 2243. The site extends north beyond the limits of the APE. No cultural materials were observed within the APE. The site has previously been determined Ineligible for listing in the NRHP. The surveyed portion of the site within the APE meets no criteria for inclusion in the NRHP (Criterial A-D). AmaTerra recommends it is not eligible for listing as a SAL and that the NRHP determination remain unchanged.

- 41WM1333

  Previously recorded site 41WM1333 has been subject to profound disturbance due to development of an active construction yard at the intersection of existing RM 2243 and the APE east of Ronald Reagan Blvd. The site is less than 1% intact and has no research potential (Criterion D). It does not meet other criteria for inclusion in the NRHP (Criteria A-C). Accordingly, AmaTerra recommends the site is not eligible for registration in the NRHP or as a SAL.

- 41WM1342

  Within the surveyed portion of the APE, previously recorded site 41WM1342 is limited to the surface, has likely been impacted by erosion, and continues to serve as a discard location for modern debris. This portion represents only a small part of the original homestead and possesses little integrity of location, design, materials, and association. The site has previously been determined Ineligible for listing in the NRHP. Due to the limited archeological content and lack of context the site is unlikely to yield information important to history (Criterion D). It does not meet other criteria for inclusion in the NRHP (Criteria A-C). AmaTerra recommends that the site, including the newly recorded portion, is not eligible for listing as a SAL and that the NRHP determination remain unchanged.

- **Comments on Evaluations:**

  None.

- **Further Work:**

  The proposed project would have no effect on archeological historic properties and/or State Antiquities Landmarks within the horizontal buffer zone where survey was conducted, with a few exceptions as specified below. Any design change within this area would not require additional review or investigation. Design changes that either extend beyond the buffer zone or result in potential impacts deeper than the impacts considered in this report would require additional review. In addition, the following recommendations apply to the APE.

  AmaTerra recommends no further work in 306.2 acres (including the existing ROW and areas previously not recommended for survey), which were fully evaluated at the time of survey. Shovel testing only is recommended for 204.5 acres where ROE was denied. (Attachment 15).

- **Justification:**

  Areas where AmaTerra was denied ROE require pedestrian survey and shovel testing. Once TxDOT or Williamson County has been granted ROE or takes ownership of the parcel, sites 41WM549, 41WM556, 41WM581, 41WM593, and surveyed portions of 41WM1198 should be revisited to document their condition and deposits and assess their eligibility for listing in the NRHP and as a SAL.

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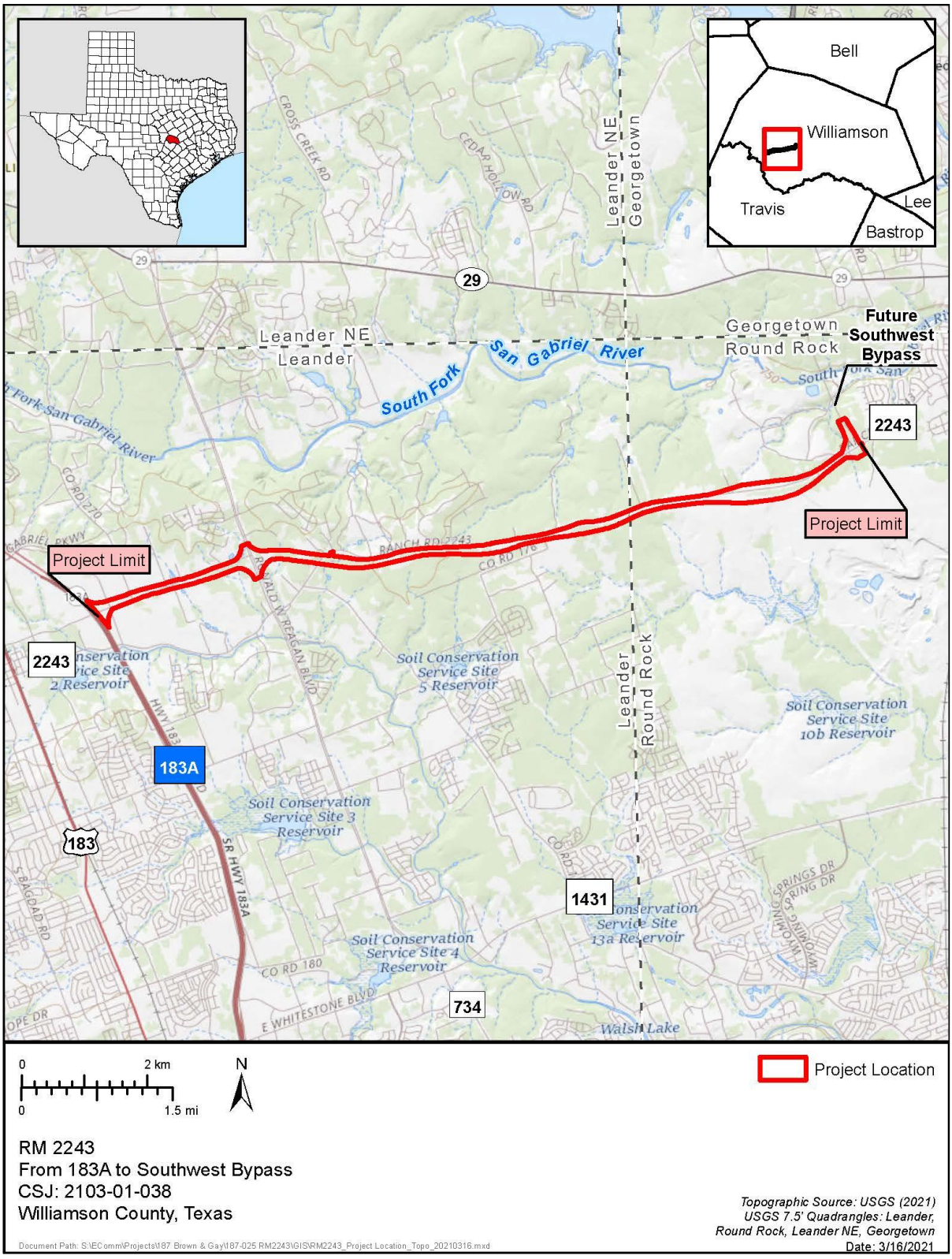
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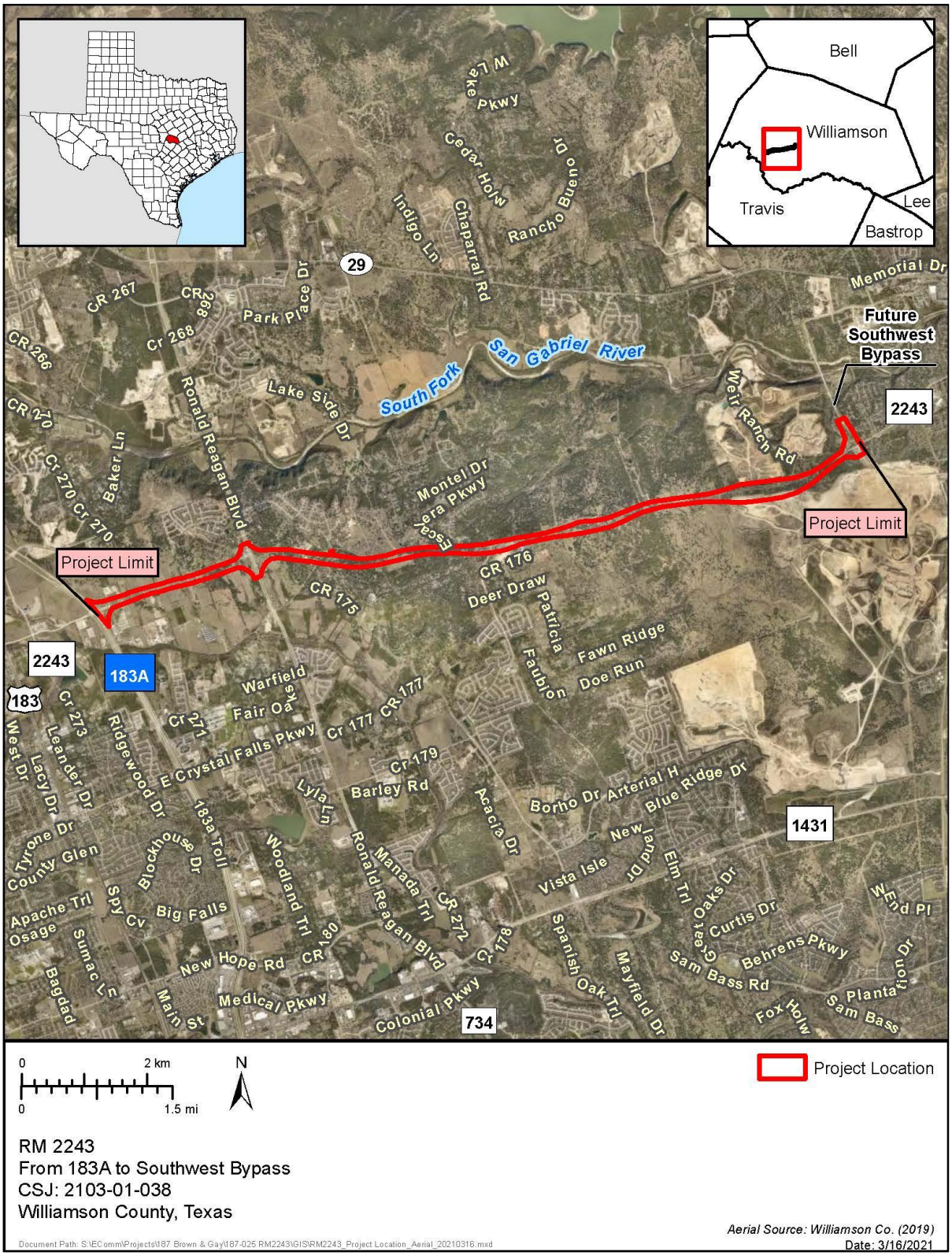
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Attachments

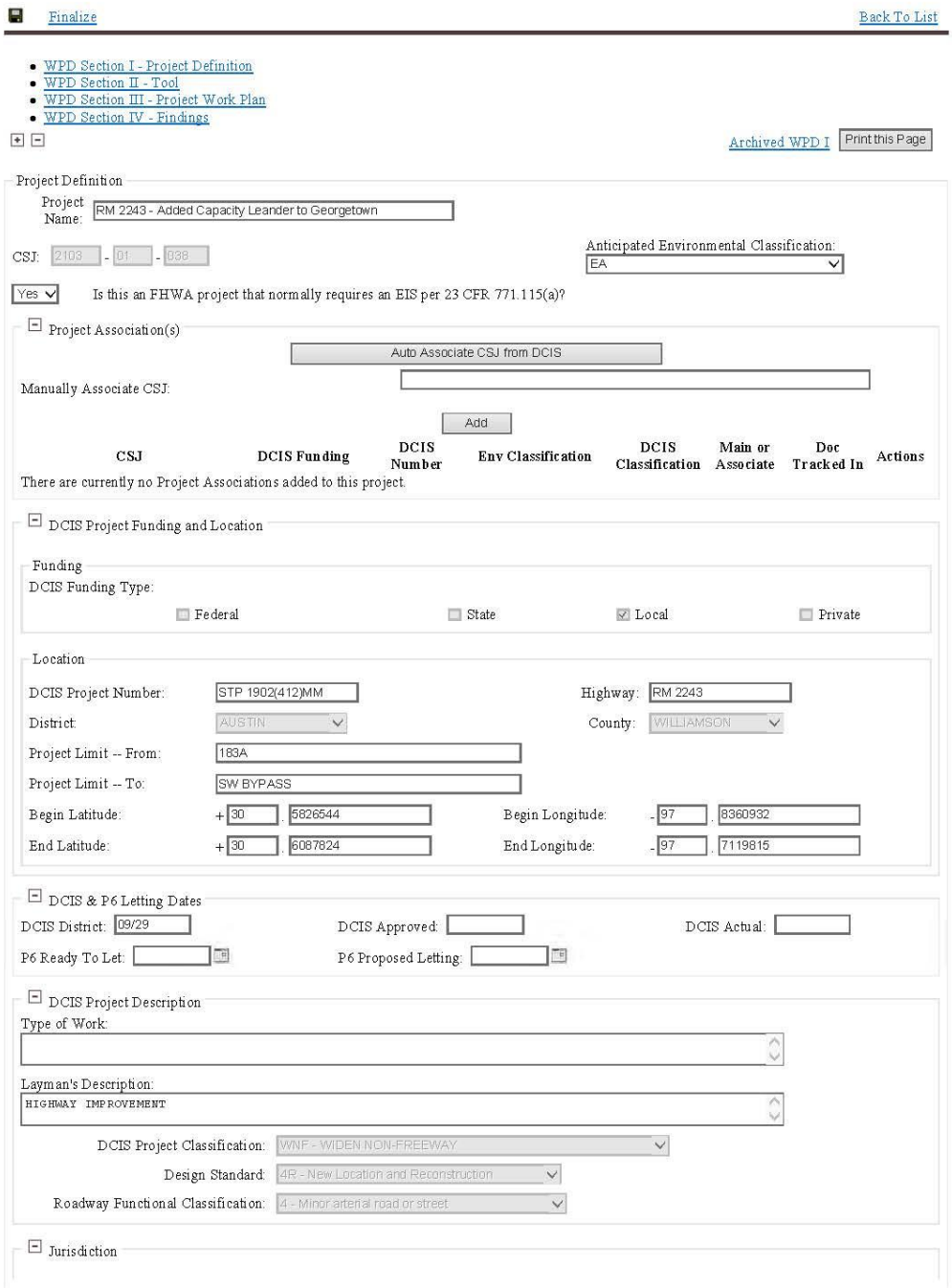
- **Attachment 1a – Topographic map showing horizontal extent of APE, including existing ROW and proposed ROW/new easements.**



- **Attachment 1b – Map showing horizontal extent of APE, including existing ROW and proposed ROW/new easements on modern aerial imagery.**



- **Attachment 2a– Project information**



Finalize | Back To List

- WPD Section I - Project Definition
- WPD Section II - Tool
- WPD Section III - Project Work Plan
- WPD Section IV - Findings

Archived WPD I | Print this Page

Project Definition

Project Name: RM 2243 - Added Capacity Leander to Georgetown

CSJ: 2103 - 01 - 038

Anticipated Environmental Classification: EA

Yes — Is this an FHWA project that normally requires an EIS per 23 CFR 771.115(a)?

Project Association(s)

Auto Associate CSJ from DCIS

Manually Associate CSJ:

Add

CSJ	DCIS Funding	DCIS Number	Env Classification	DCIS Classification	Main or Associate	Doc Tracked In	Actions

There are currently no Project Associations added to this project.

DCIS Project Funding and Location

Funding

DCIS Funding Type: ☐ Federal ☐ State ☑ Local ☐ Private

Location

DCIS Project Number: STP 1902(412)MM — Highway: RM 2243

District: AUSTIN — County: WILLIAMSON

Project Limit -- From: 183A

Project Limit -- To: SW BYPASS

Begin Latitude: + 30 . 5826544 — Begin Longitude: - 97 . 8360932

End Latitude: + 30 . 6087824 — End Longitude: - 97 . 7119815

DCIS & P6 Letting Dates

DCIS District: 09/29 — DCIS Approved: — DCIS Actual:

P6 Ready To Let: — P6 Proposed Letting:

DCIS Project Description

Type of Work:

Layman's Description: HIGHWAY IMPROVEMENT

DCIS Project Classification: WNF - WIDEN NON-FREEWAY

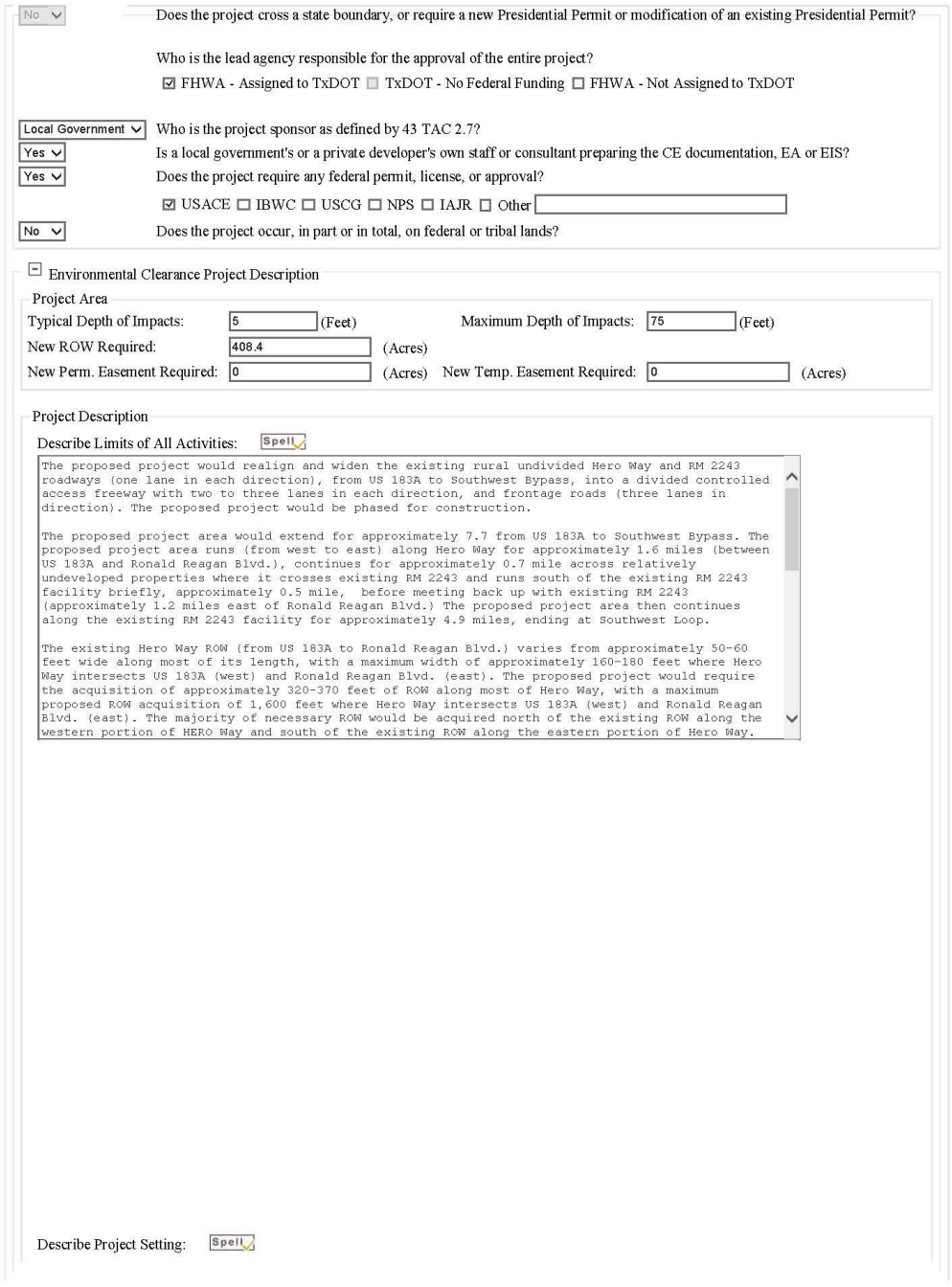
Design Standard: 4R - New Location and Reconstruction

Roadway Functional Classification: 4 - Minor arterial road or street

Jurisdiction

https://www.dot.state.tx.us/ECOS/apps/ecos/project_definition.jsp?submitStatus=Y&error... 2/25/2021

- **Attachment 2b– Project information**



No — Does the project cross a state boundary, or require a new Presidential Permit or modification of an existing Presidential Permit?

Who is the lead agency responsible for the approval of the entire project?

☑ FHWA - Assigned to TxDOT ☐ TxDOT - No Federal Funding ☐ FHWA - Not Assigned to TxDOT

Local Government — Who is the project sponsor as defined by 43 TAC 2.7?

Yes — Is a local government's or a private developer's own staff or consultant preparing the CE documentation, EA or EIS?

Yes — Does the project require any federal permit, license, or approval?

☑ USACE ☐ IBWC ☐ USCG ☐ NPS ☐ IAJR ☐ Other

No — Does the project occur, in part or in total, on federal or tribal lands?

Environmental Clearance Project Description

Project Area

Typical Depth of Impacts: 5 (Feet) Maximum Depth of Impacts: 75 (Feet)

New ROW Required: 408.4 (Acres)

New Perm. Easement Required: 0 (Acres) New Temp. Easement Required: 0 (Acres)

Project Description

Describe Limits of All Activities: Spell

The proposed project would realign and widen the existing rural undivided Hero Way and RM 2243 roadways (one lane in each direction), from US 183A to Southwest Bypass, into a divided controlled access freeway with two to three lanes in each direction, and frontage roads (three lanes in direction). The proposed project would be phased for construction.

The proposed project area would extend for approximately 7.7 from US 183A to Southwest Bypass. The proposed project area runs (from west to east) along Hero Way for approximately 1.6 miles (between US 183A and Ronald Reagan Blvd.), continues for approximately 0.7 mile across relatively undeveloped properties where it crosses existing RM 2243 and runs south of the existing RM 2243 facility briefly, approximately 0.5 mile, before meeting back up with existing RM 2243 (approximately 1.2 miles east of Ronald Reagan Blvd.) The proposed project area then continues along the existing RM 2243 facility for approximately 4.9 miles, ending at Southwest Loop.

The existing Hero Way ROW (from US 183A to Ronald Reagan Blvd.) varies from approximately 50-60 feet wide along most of its length, with a maximum width of approximately 160-180 feet where Hero Way intersects US 183A (west) and Ronald Reagan Blvd. (east). The proposed project would require the acquisition of approximately 320-370 feet of ROW along most of Hero Way, with a maximum proposed ROW acquisition of 1,600 feet where Hero Way intersects US 183A (west) and Ronald Reagan Blvd. (east). The majority of necessary ROW would be acquired north of the existing ROW along the western portion of HERO Way and south of the existing ROW along the eastern portion of Hero Way.

Describe Project Setting: Spell

https://www.dot.state.tx.us/ECOS/apps/ecos/project_definition.jsp?submitStatus=Y&error... 2/25/2021

- **Attachment 2c– Project information**

Describe Project Setting:
The project area is mostly located in a rural part of Williamson County. It starts in Leander on the west end at Hero Way and 183A and extends toward the east to Georgetown at the intersection of RM 2243 and SW Bypass.

A majority of the proposed ROW is currently undeveloped land, which is zoned by the cities for future residential and commercial developments. Approximately 12 percent of the project area (existing and proposed ROW) is listed as prime farmland.

Impacts to structures have been avoided and minimized to the maximum extent practicable. It is anticipated that the project would result in approximately 12 displacements (11 residences and one commercial). Available property of comparable type, size and cost would be offered to any displaced property owners in accordance with the Uniform Relocation Act.

No impacts to community cohesion, Environmental Justice populations, or Limited-English populations are anticipated. Minor alterations to access and travel patterns are anticipated due the proposed controlled access facility; however, no access that is currently available to properties would be denied or removed without replacement.

The project is in the Edwards Aquifer recharge and contributing zones and in Karst Zones 1 and 2. A Karst survey has been done and one cave has been identified that would be impacted by construction. There are 4 endangered karst species of concern with habitat in the immediate project area. A Georgetown Salamander CHU is located within 1.5 miles of the project area toward the northwest. There is also Golden Cheeked Warbler habitat in the project area. Efforts would be undertaken during detailed schematic design to avoid and minimize impacts to protected species habitat. A biological evaluation would be completed during the project development process to determine effects from any proposed improvements on any of the protected species, and consultation with the USFWS would be initiated as applicable. It is anticipated that any needed mitigation would include participation in the Williamson County RHCP.

The proposed project crosses seven unnamed intermittent streams. The NWI maps a number of freshwater ponds, but no mapped wetlands within the project area. The proposed improvements would be authorized under Nationwide Permit (NWP) 14 with no need for an individual permit.

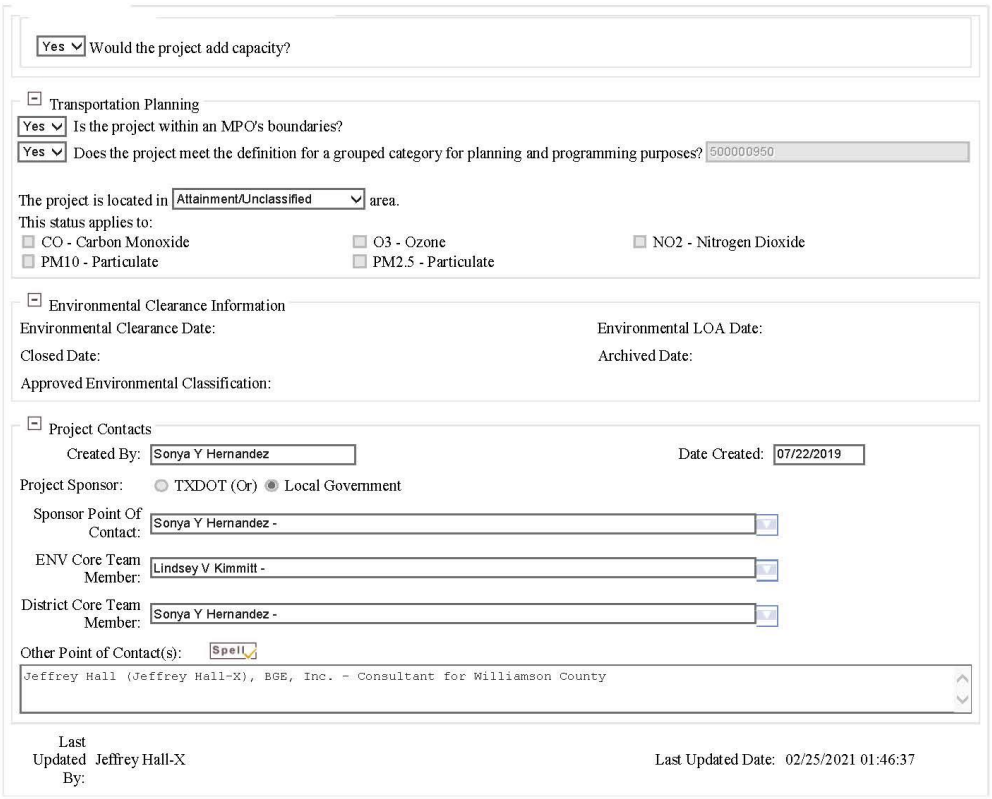
Describe Existing Facility: Spell

The existing Hero Way and RM 2243 facilities are undivided rural roadways with two 11-foot travel lanes, one eastbound and one westbound lane, and two-foot outside shoulders. The existing roadways are at-grade facilities for travel lanes and intersections. Drainage is accommodated via open ditches. The existing width of the ROW is approximately 50-6- feet for Hero Way and 80-110 feet for RM 2243.

Describe Proposed Facility: Spell

The proposed project would include phased reconstruction of the Hero Way and RM 2243 existing facilities into an ultimate controlled access facility with approximately 350-970 foot proposed ROW. The proposed project is approximately 7.7 miles in length and would involve approximately 102.3 acres of existing ROW and 408.4 acres of new ROW and easements. This project would involve approximately 12 displacements. Proposed mainlanes include three 12-foot lanes in each direction with 4-foot inside shoulders, and 10-foot outside shoulders. The east and west bound lanes would be separated by a concrete barrier. The mainlanes and frontage roads would be separated by a 38-foot wide open ditch consisting of a flat bottom and vegetative filter strips on the side slopes. Frontages roads would consist of three 12-foot westbound lanes and three 12-foot eastbound lanes. The frontage roads would have a 4-foot inside shoulder and 2-foot curb and gutter on the outside. A 10-foot shared use path is proposed. There would be a 5-foot inside grassy buffer between the frontage roads and the shared use path and a varying 13-foot to 30-foot grassy buffer between the outside of the shared use path and the proposed ROW line. Proposed drainage includes open ditch between the mainlanes and frontage roads, and curb-and-gutter will be along the frontage roads with underground utilities. Grade separation is proposed at arterial cross-streets and multi-level interchanges are proposed at 183A, Ronald Reagan, and Southwest Bypass. The proposed project area referenced in the NEPA document will include all anticipated ROW and temporary and permanent easements. Easements are under development and will be identified on the 60 percent schematic.

- **Attachment 2d– Project information**



Yes Would the project add capacity?

Transportation Planning

Yes Is the project within an MPO's boundaries?

Yes Does the project meet the definition for a grouped category for planning and programming purposes? 500000950

The project is located in Attainment/Unclassified area.

This status applies to:

- CO - Carbon Monoxide
- O3 - Ozone
- NO2 - Nitrogen Dioxide
- PM10 - Particulate
- PM2.5 - Particulate

Environmental Clearance Information

Environmental Clearance Date:

Environmental LOA Date:

Closed Date:

Archived Date:

Approved Environmental Classification:

Project Contacts

Created By: Sonya Y Hernandez

Date Created: 07/22/2019

Project Sponsor: TXDOT (Or) Local Government

Sponsor Point Of Contact: Sonya Y Hernandez -

ENV Core Team Member: Lindsey V Kimmitt -

District Core Team Member: Sonya Y Hernandez -

Other Point of Contact(s): Spell

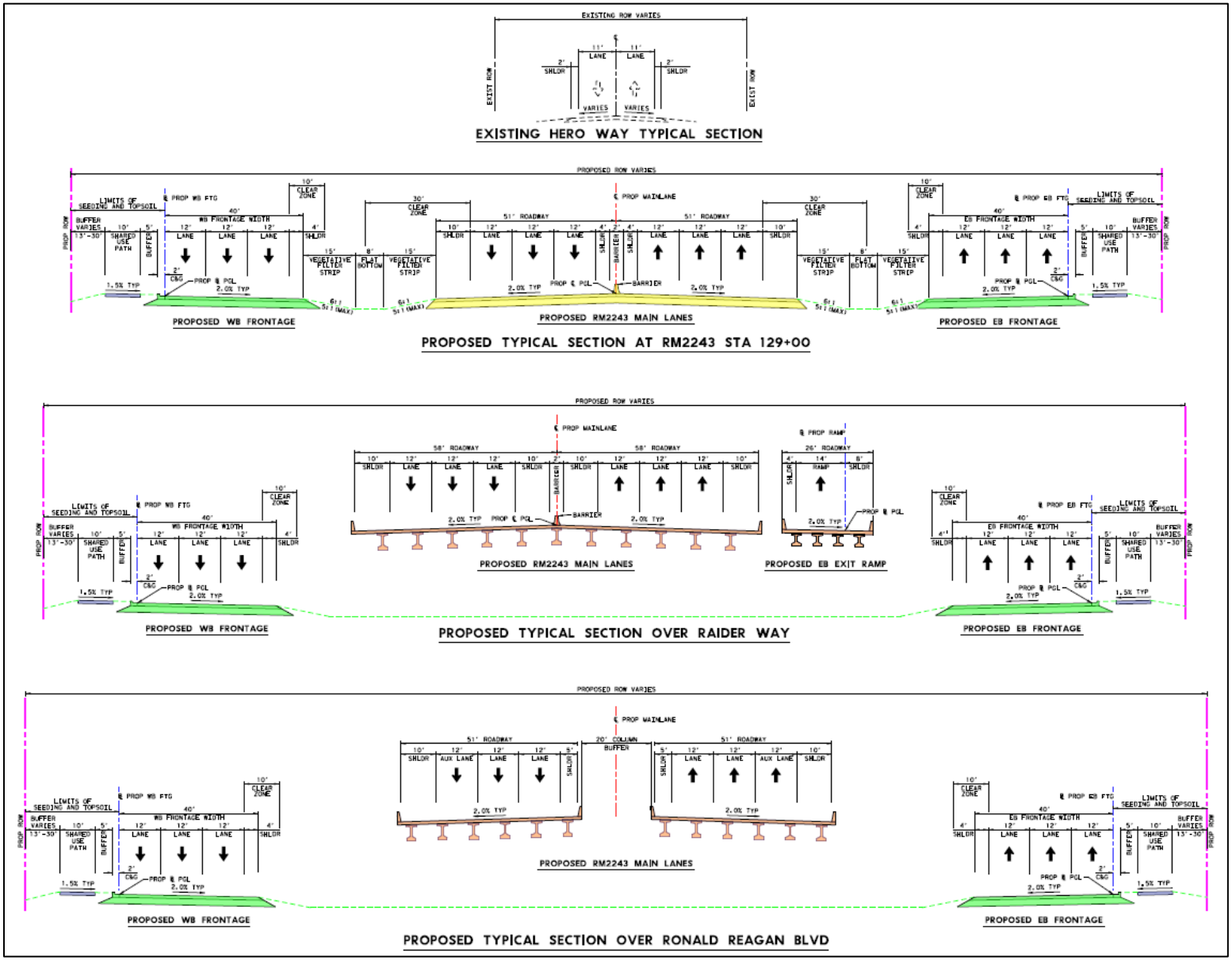
Jeffrey Hall (Jeffrey Hall-X), BGE, Inc. - Consultant for Williamson County

Last Updated By: Jeffrey Hall-X

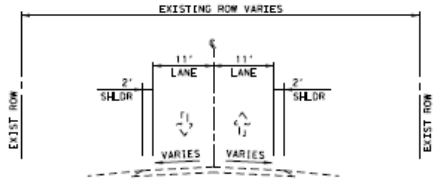
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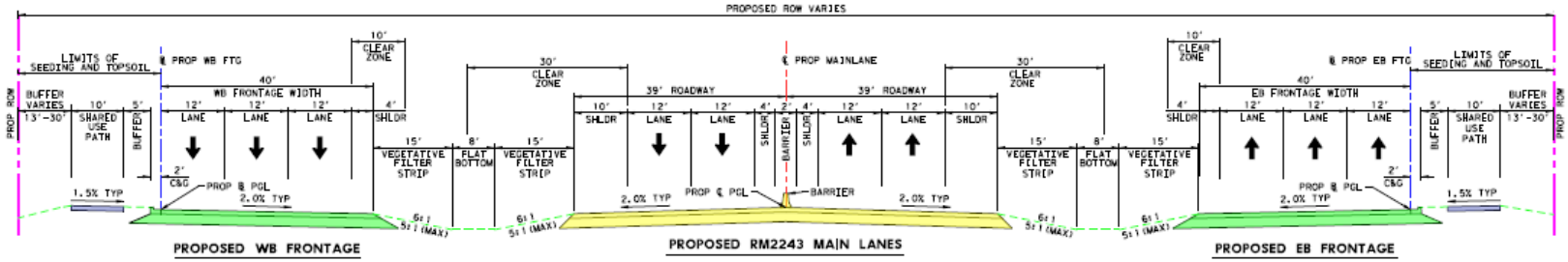
- **Attachment 3a– Project plans typical sections (1 of 4).**



- **Attachment 3b– Project plans typical sections (2 of 4).**



EXISTING RM 2243 TYPICAL SECTION

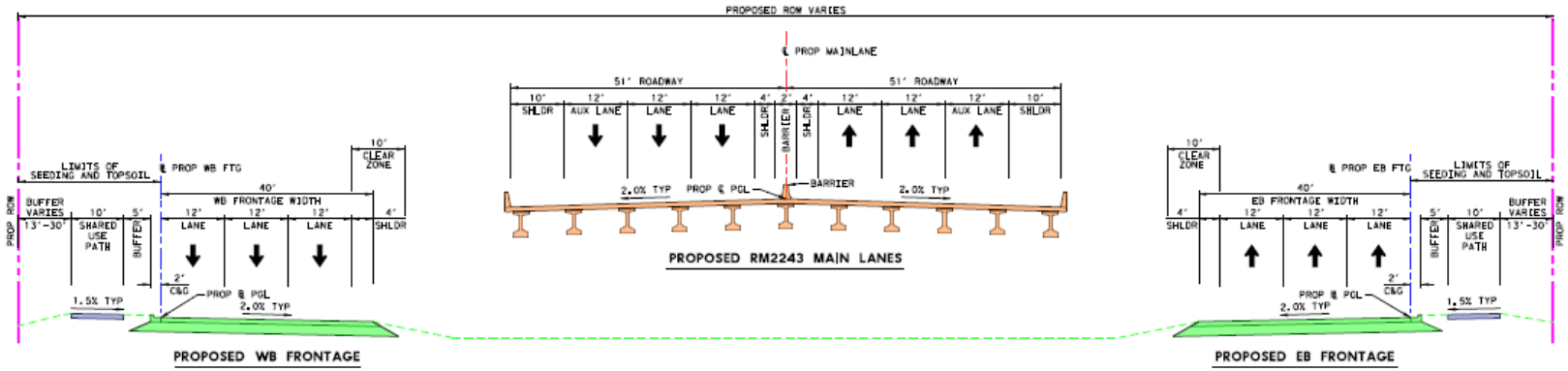


PROPOSED WB FRONTAGE

PROPOSED RM2243 MAIN LANES

PROPOSED EB FRONTAGE

PROPOSED TYPICAL SECTION AT RM2243 STA 280+00



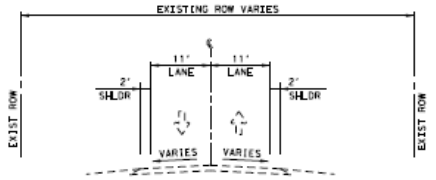
PROPOSED RM2243 MAIN LANES

PROPOSED WB FRONTAGE

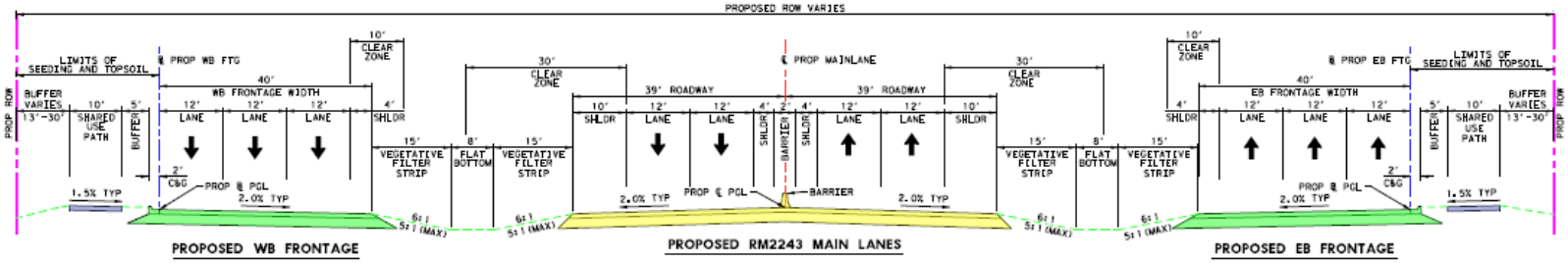
PROPOSED EB FRONTAGE

PROPOSED TYPICAL SECTION GRADE SEPARATED INTERSECTION

- **Attachment 3c– Project plans typical sections (3 of 4).**



EXISTING RM 2243 TYPICAL SECTION

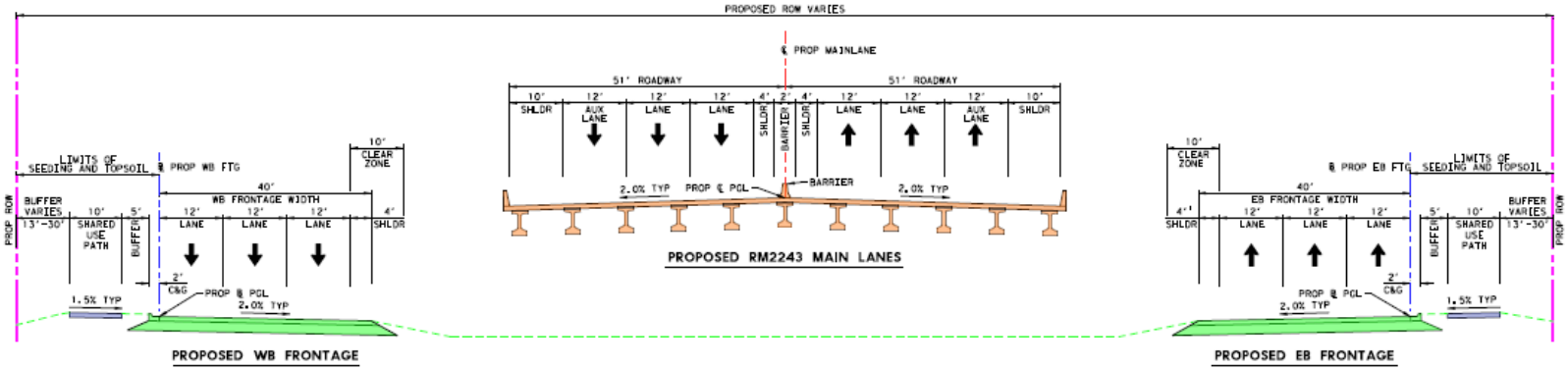


PROPOSED WB FRONTAGE

PROPOSED RM2243 MAIN LANES

PROPOSED EB FRONTAGE

PROPOSED TYPICAL SECTION AT RM2243 STA 415+00



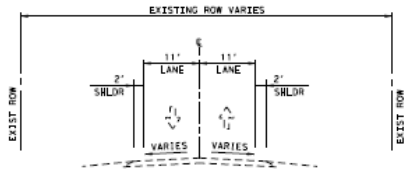
PROPOSED WB FRONTAGE

PROPOSED RM2243 MAIN LANES

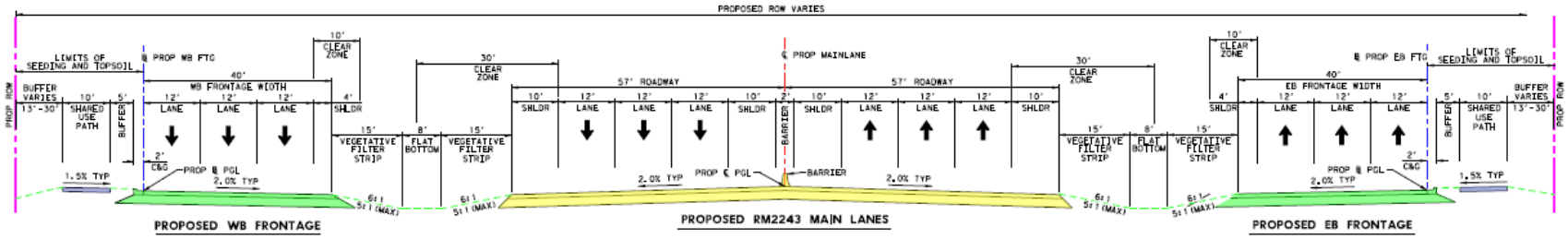
PROPOSED EB FRONTAGE

PROPOSED TYPICAL SECTION GRADE SEPARATED INTERSECTION

- **Attachment 3d– Project plans typical sections (4 of 4).**



EXISTING RM 2243 TYPICAL SECTION

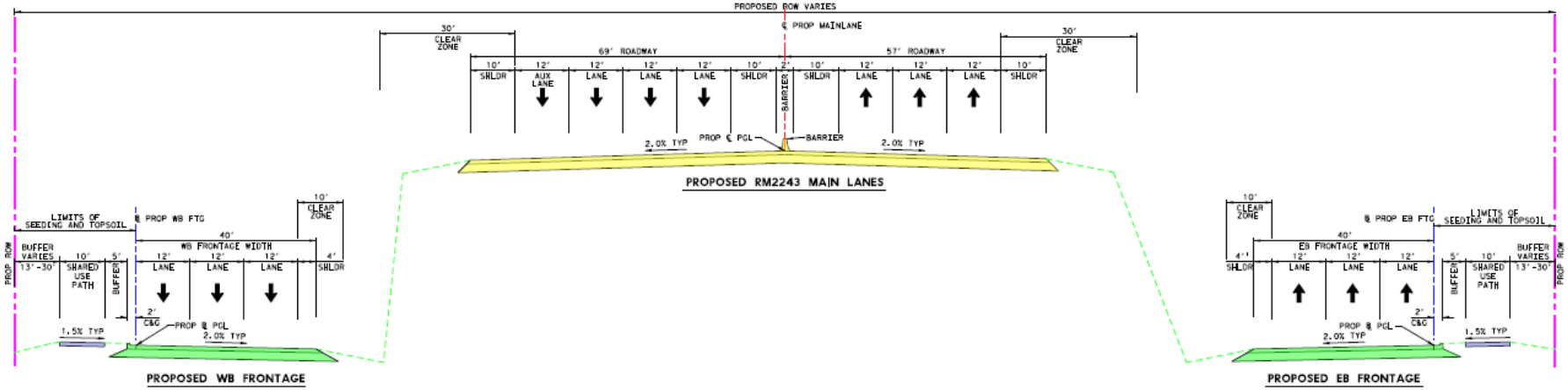


PROPOSED WB FRONTAGE

PROPOSED RM2243 MAIN LANES

PROPOSED EB FRONTAGE

PROPOSED TYPICAL SECTION AT RM2243 STA 491+00



PROPOSED WB FRONTAGE

PROPOSED RM2243 MAIN LANES

PROPOSED EB FRONTAGE

PROPOSED TYPICAL SECTION OVER ARTERIAL SW3 (QUARRY)

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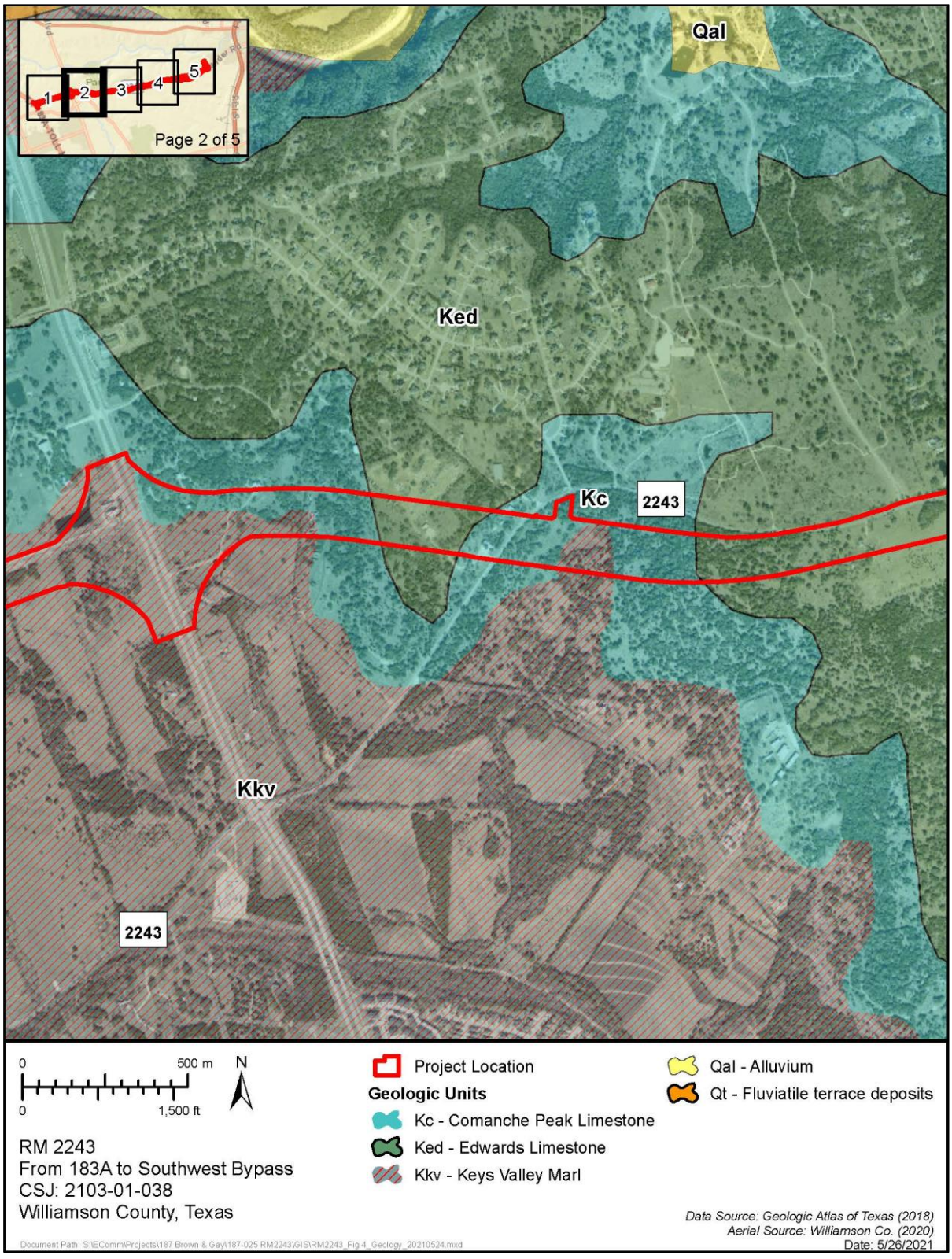
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Redacted for Confidential Purposes

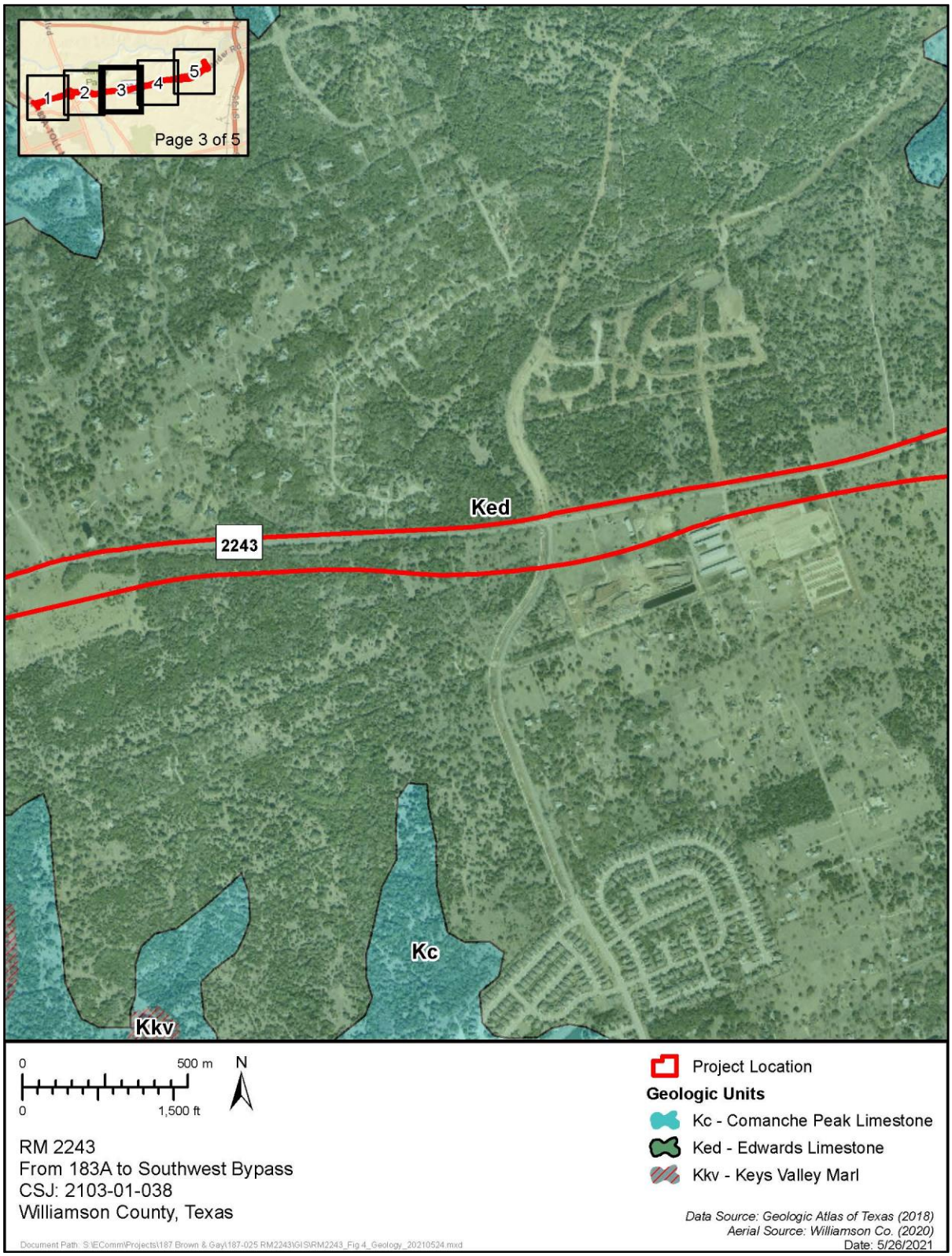
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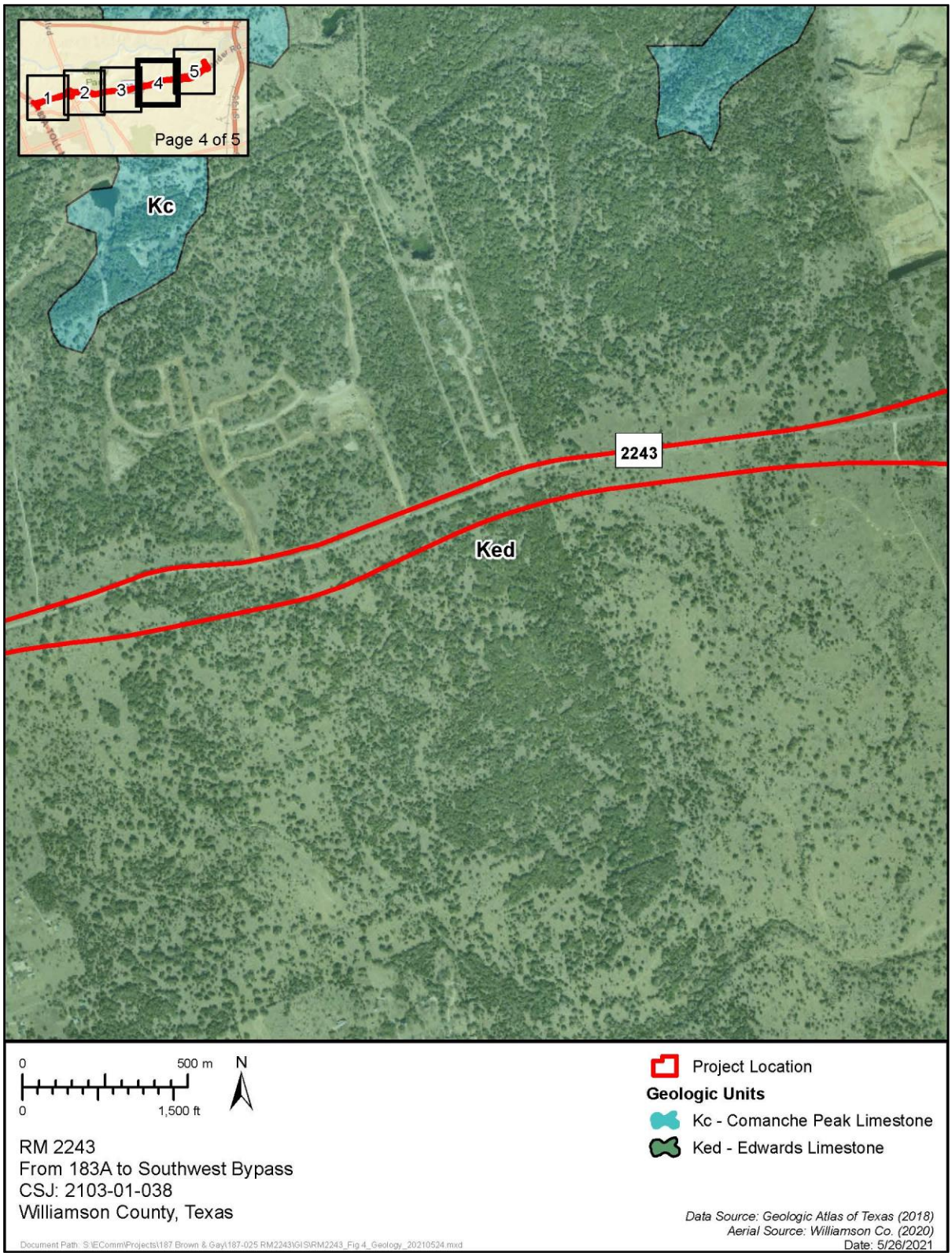
- **Attachment 5b: Geologic map of the project APE.**



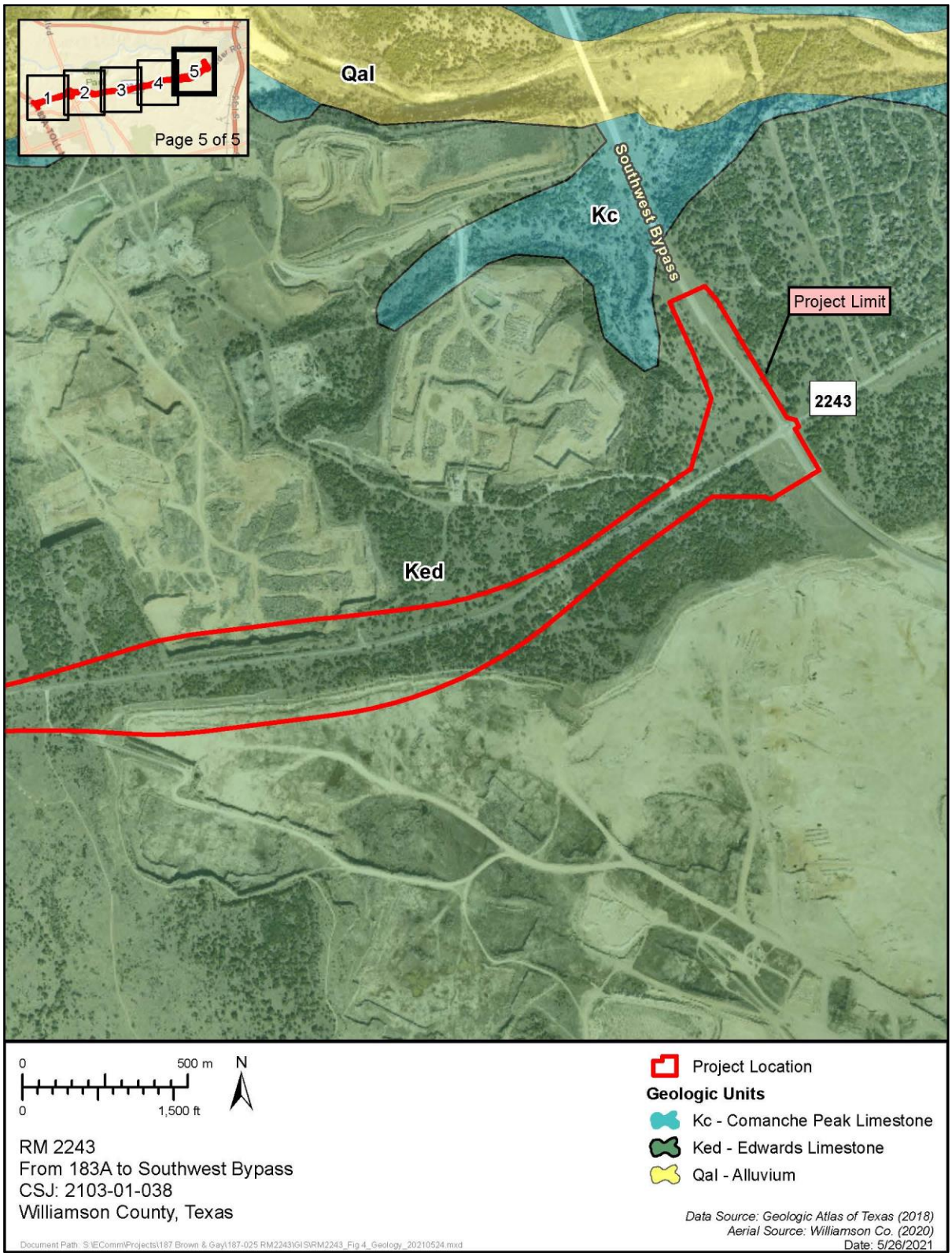
- **Attachment 5c: Geologic map of the project APE.**



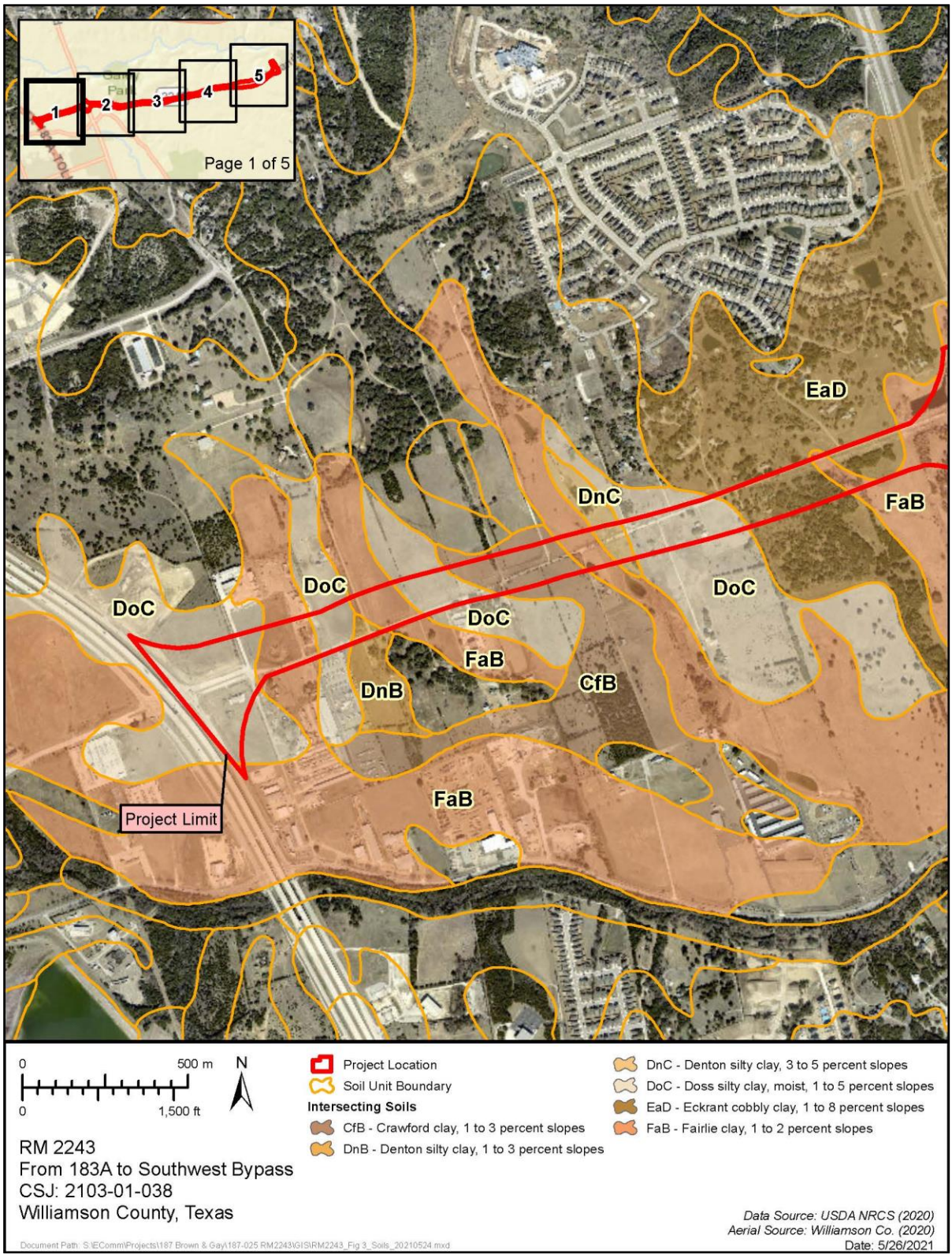
- **Attachment 5d: Geologic map of the project APE.**



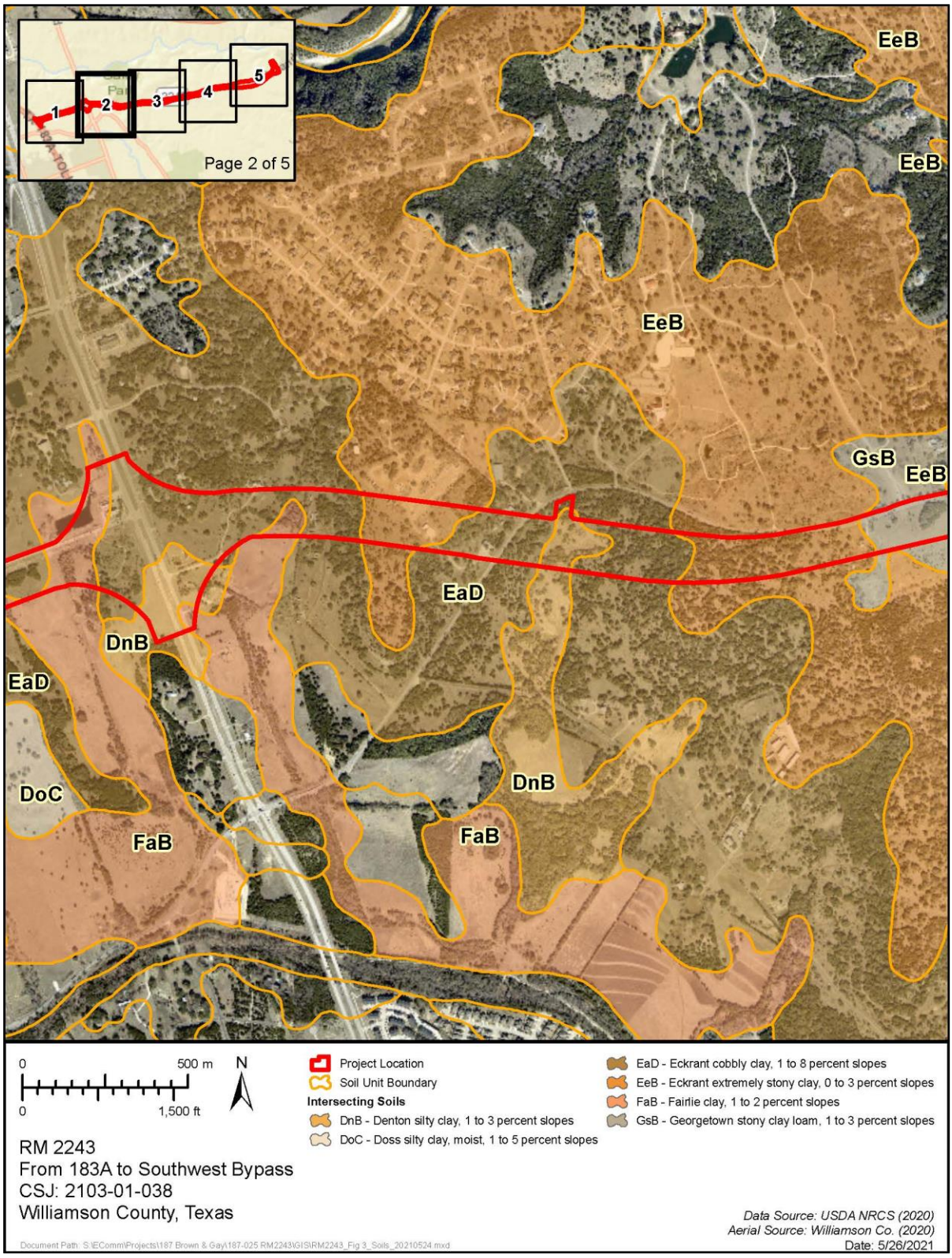
- **Attachment 5e: Geologic map of the project APE.**



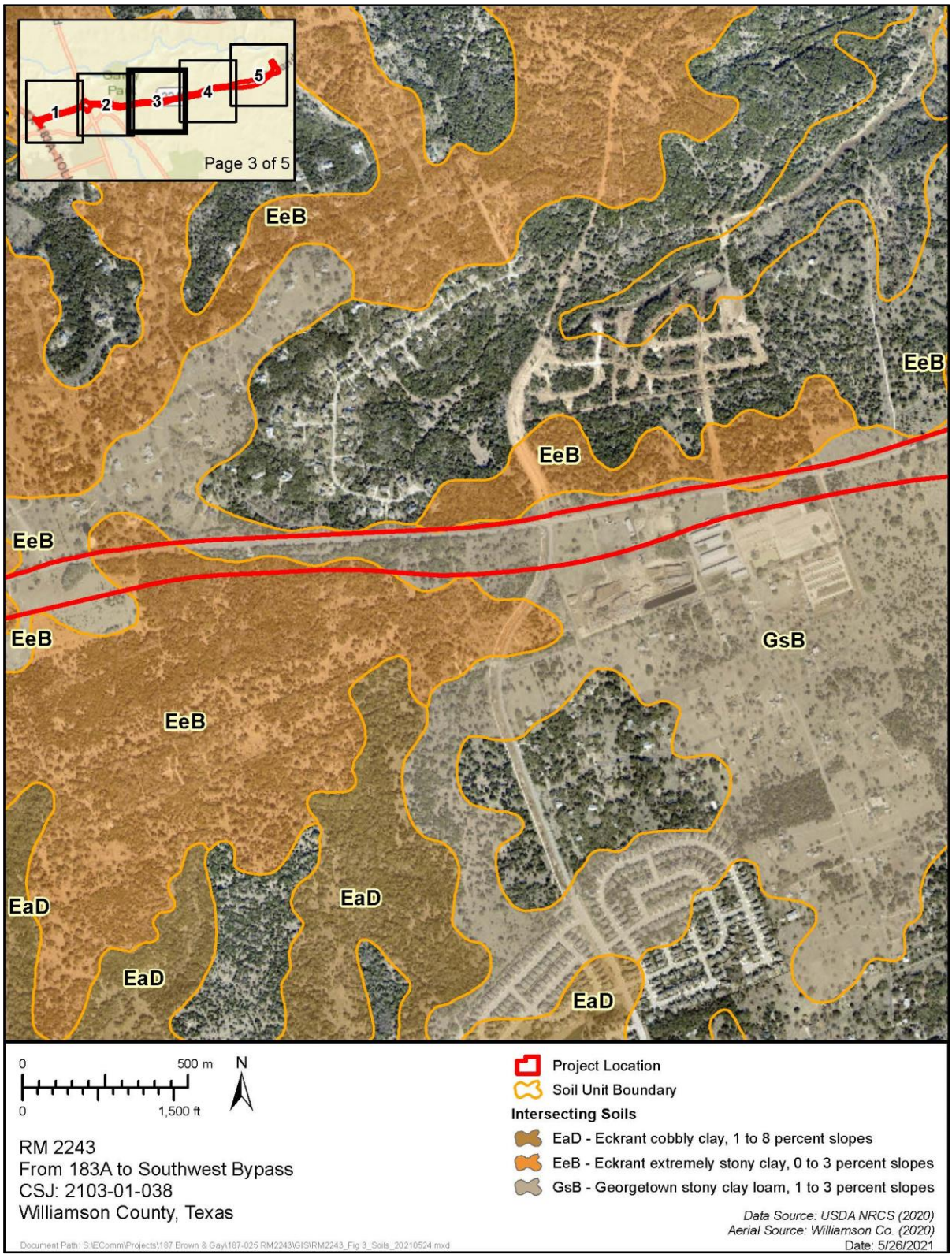
- **Attachment 6a: Soils within the project APE.**



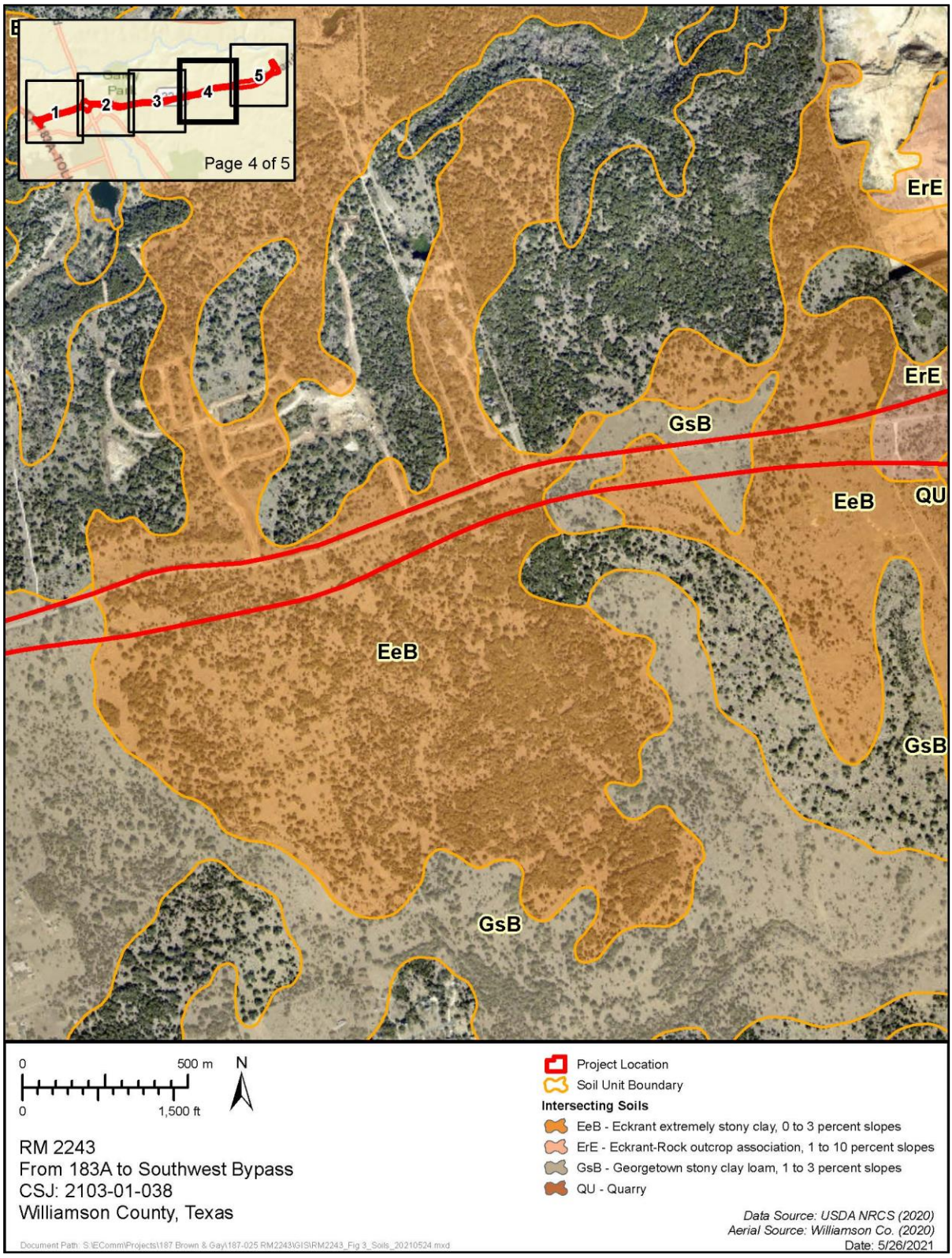
- **Attachment 6b: Soils within the project APE.**



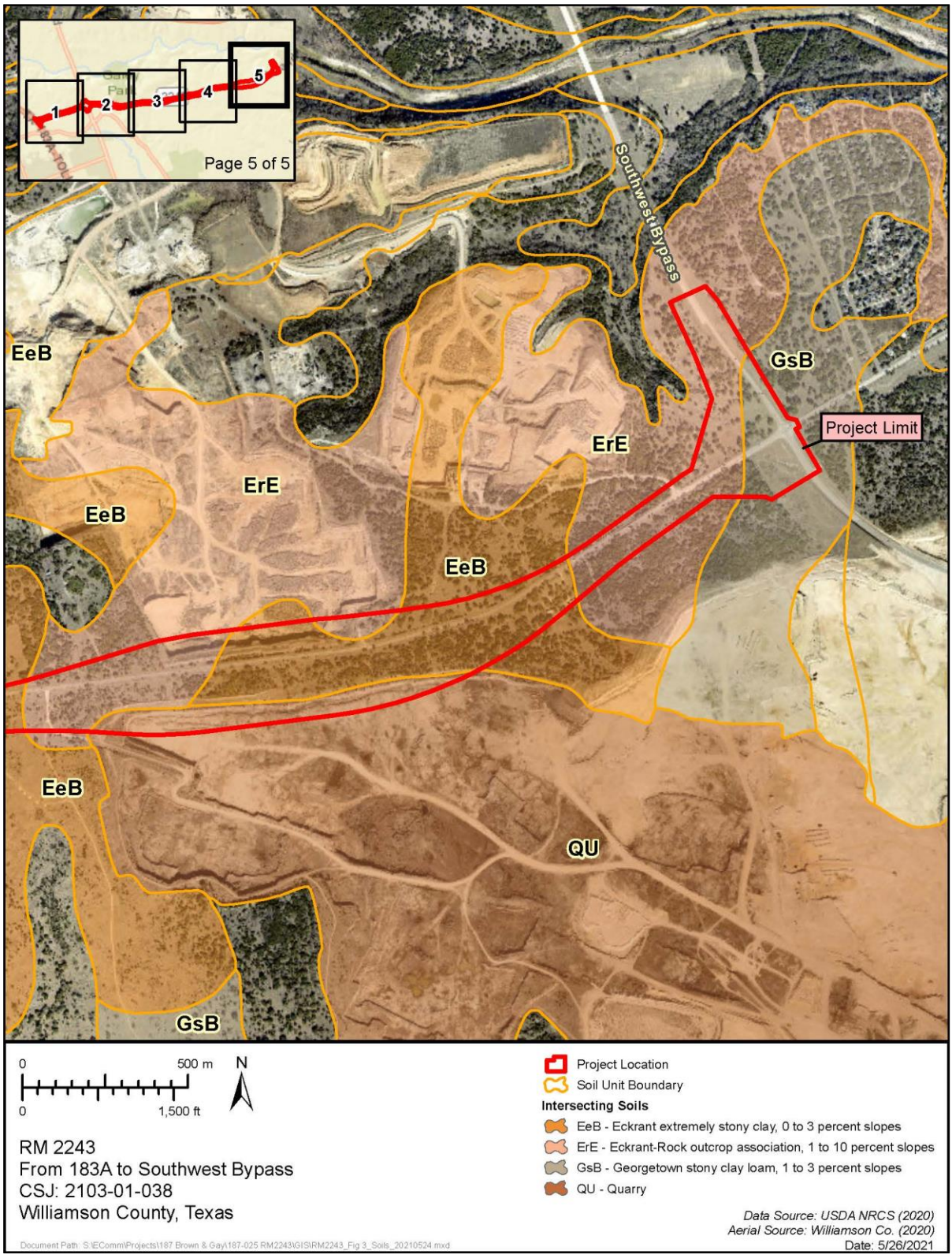
- **Attachment 6c: Soils within the project APE.**



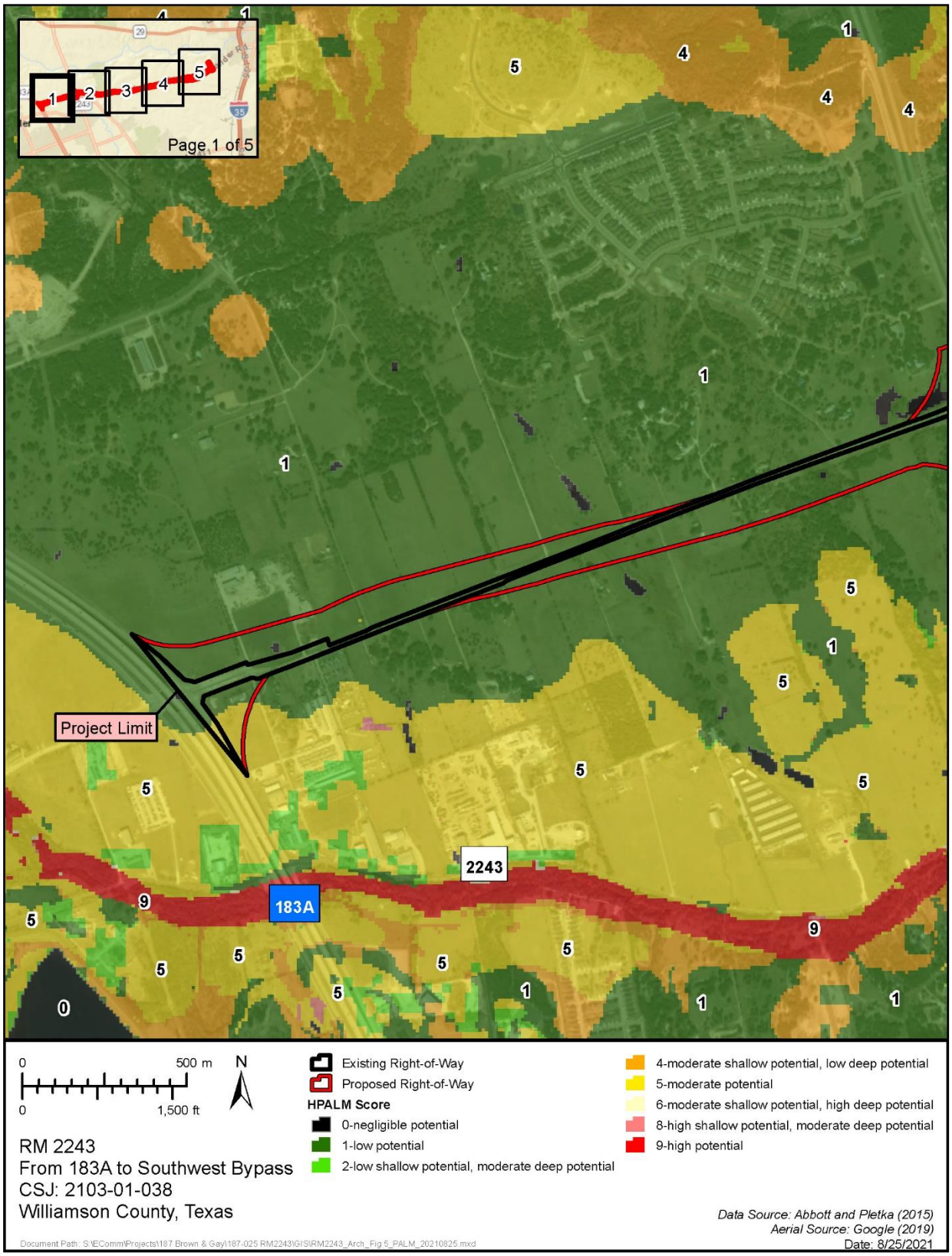
- **Attachment 6d: Soils within the project APE.**



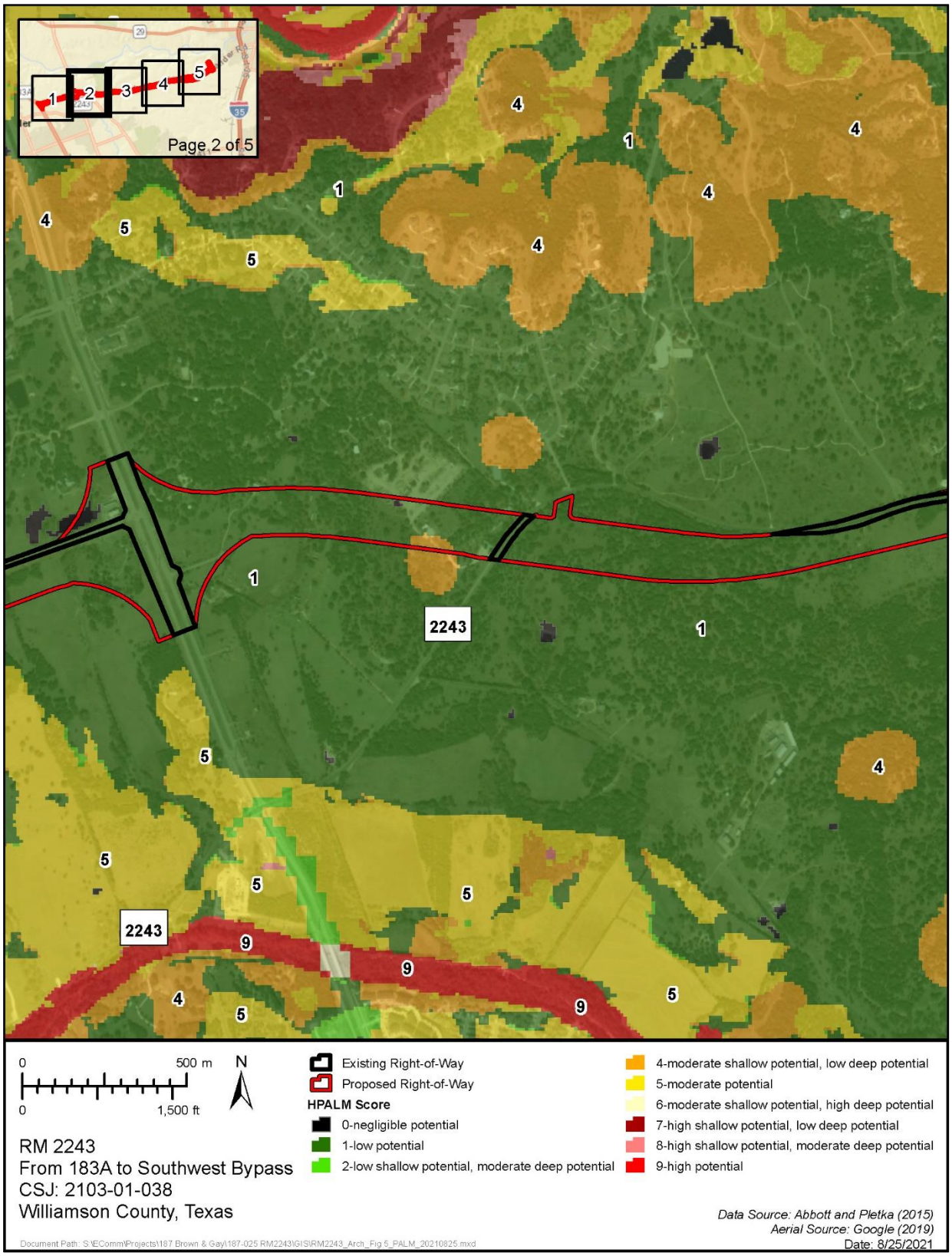
- **Attachment 6e: Soils within the project APE.**



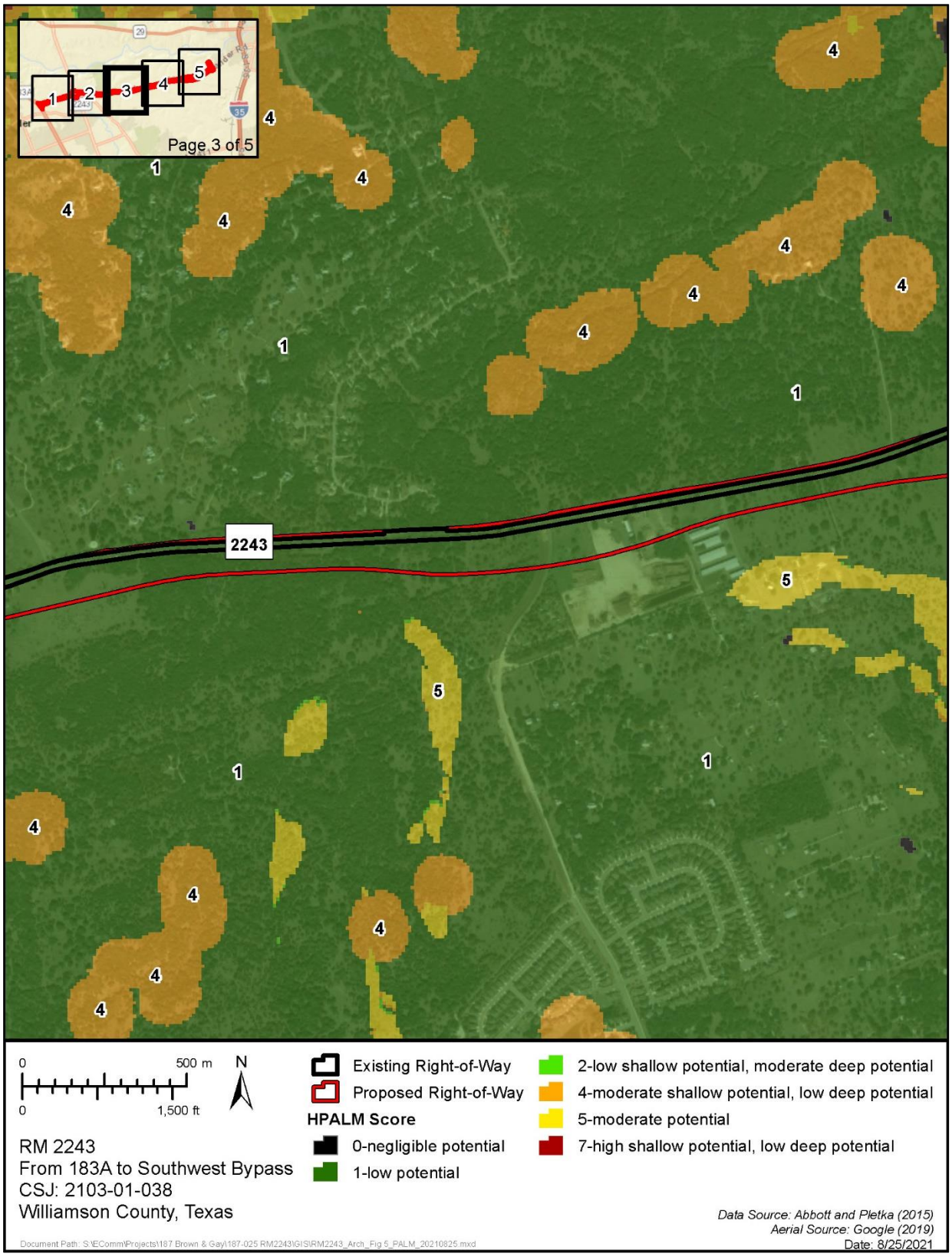
- **Attachment 7a: HPALM map of the project APE.**



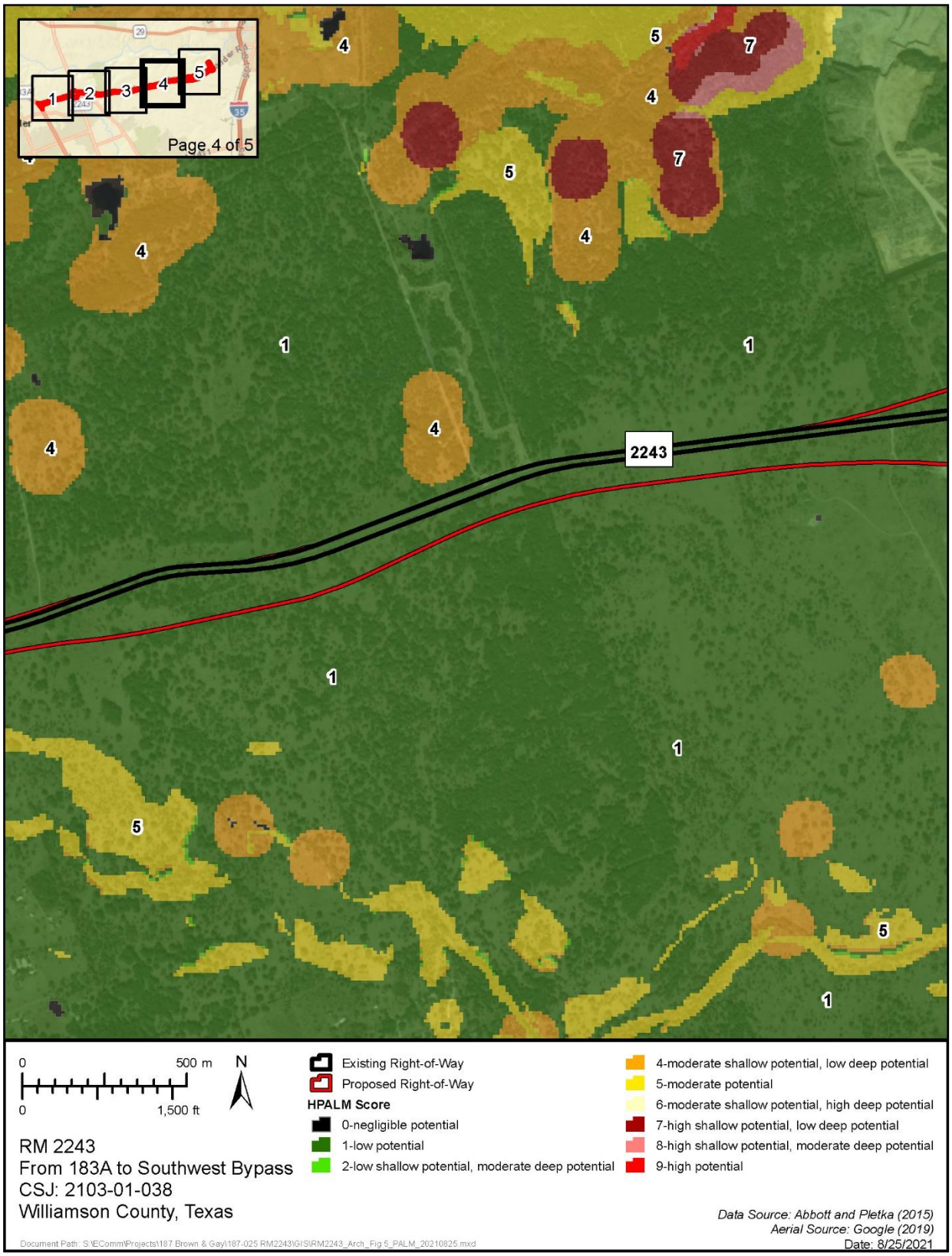
- **Attachment 7b: HPALM map of the project APE.**



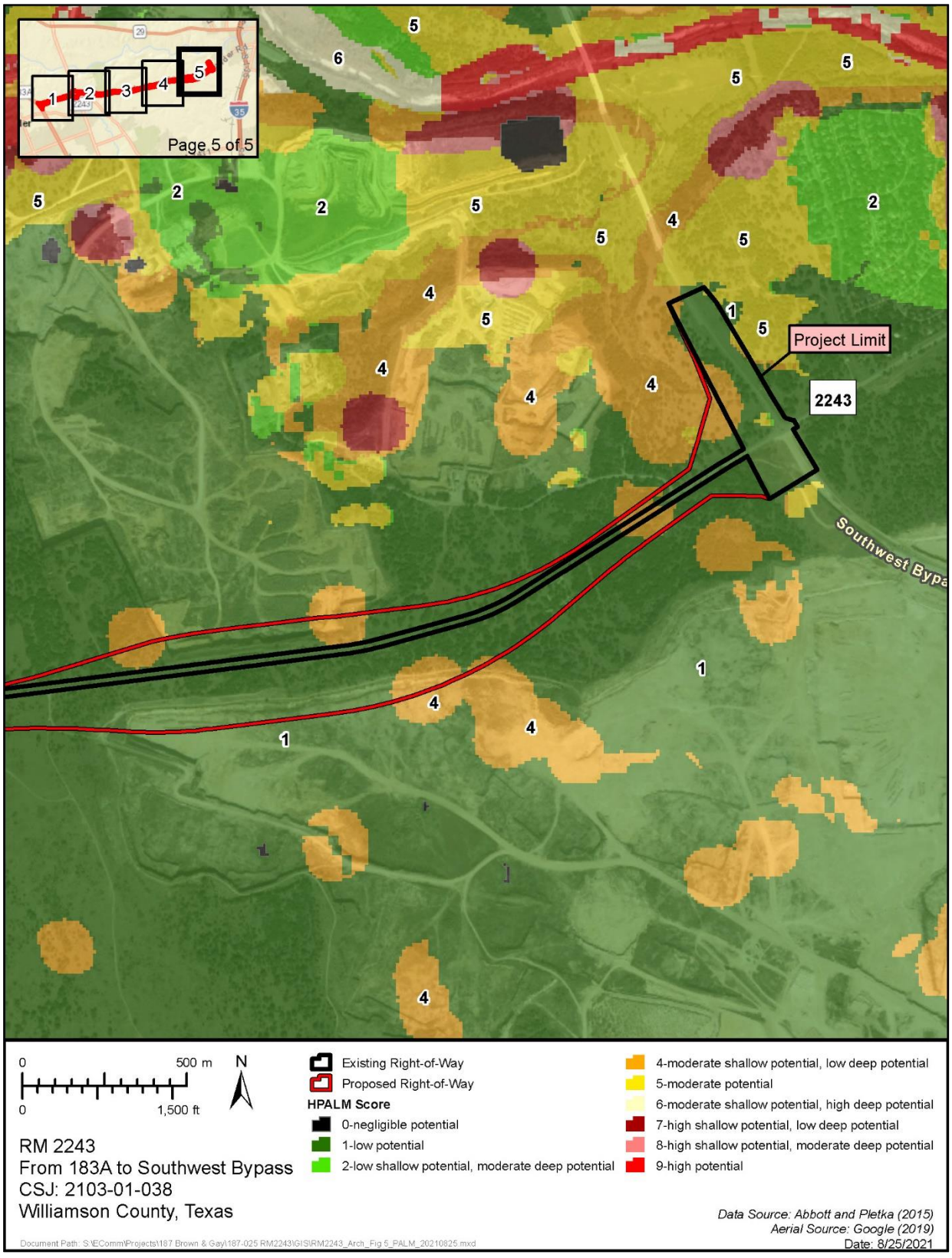
- **Attachment 7c: HPALM map of the project APE.**



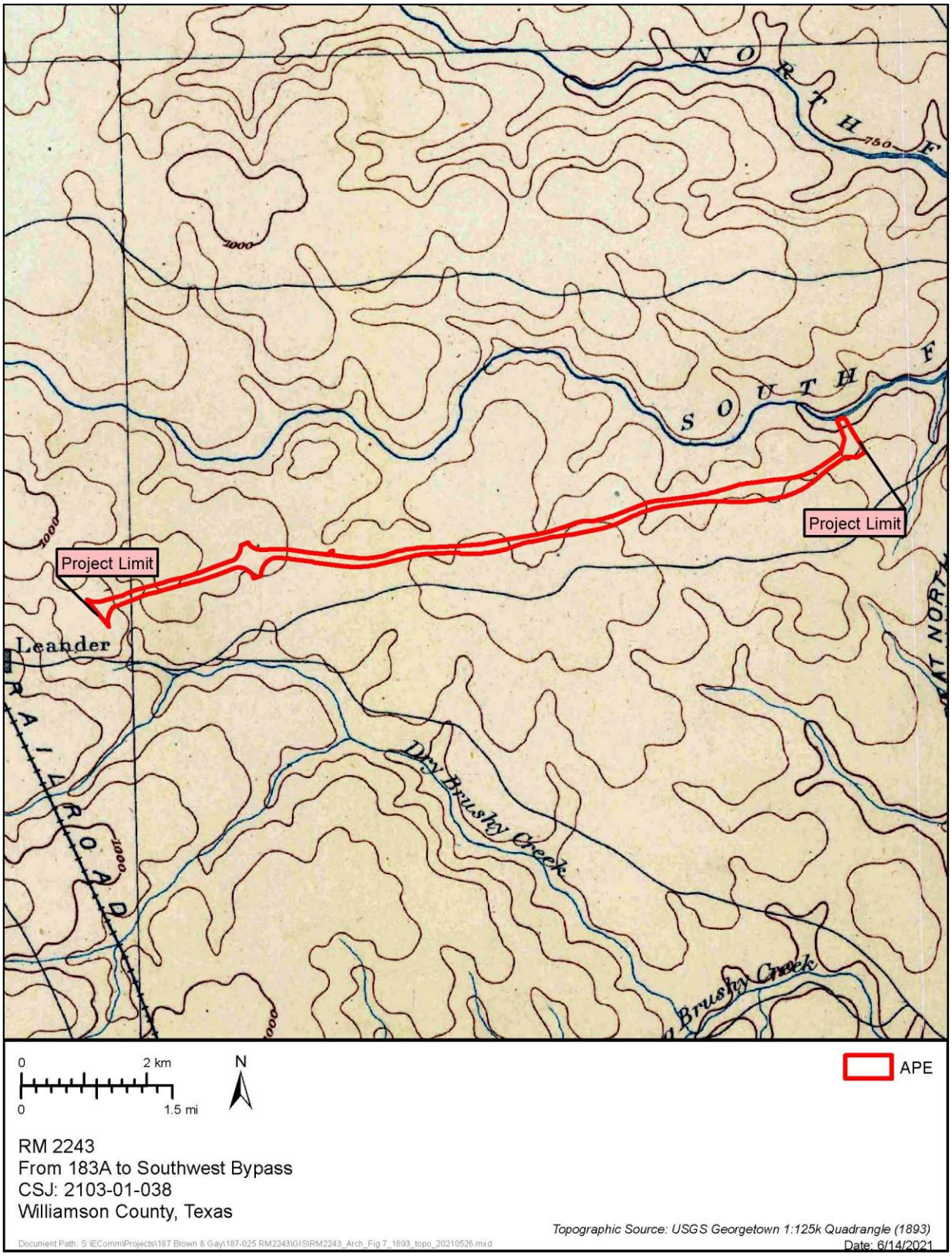
- **Attachment 7d: HPALM map of the project APE.**



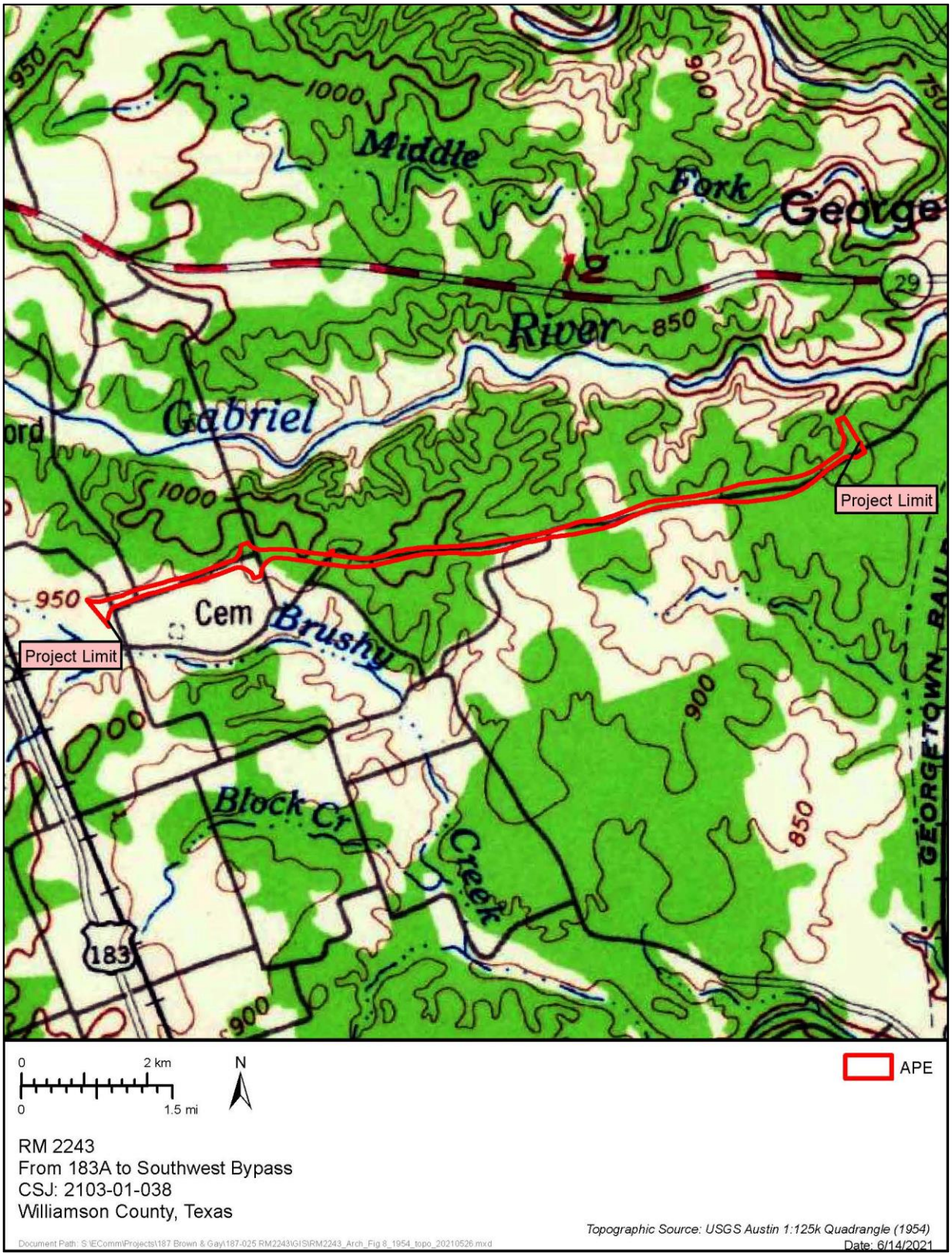
- **Attachment 7e: HPALM map of the project APE.**



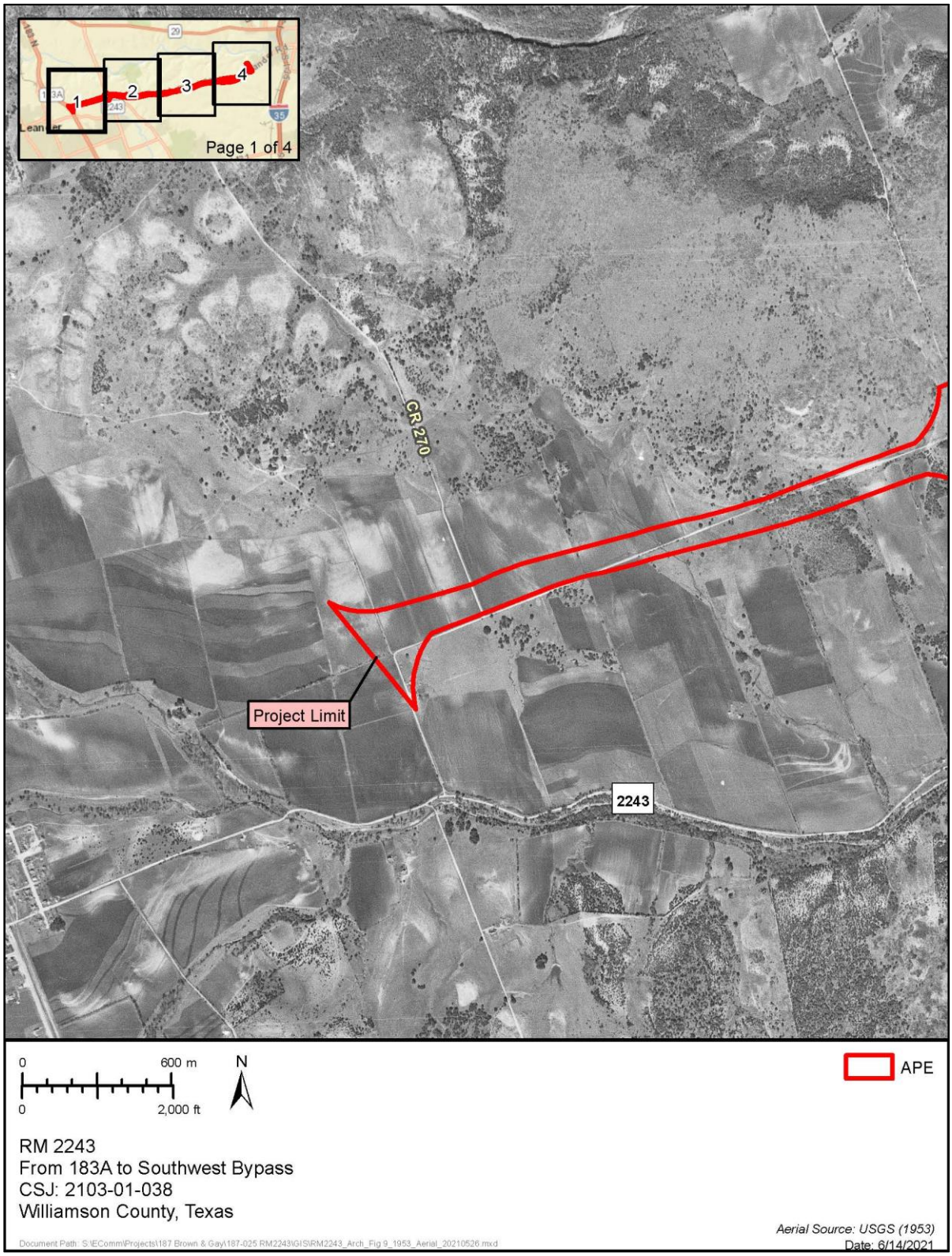
- **Attachment 8: Project APE overlaid on an 1893 topographic map.**



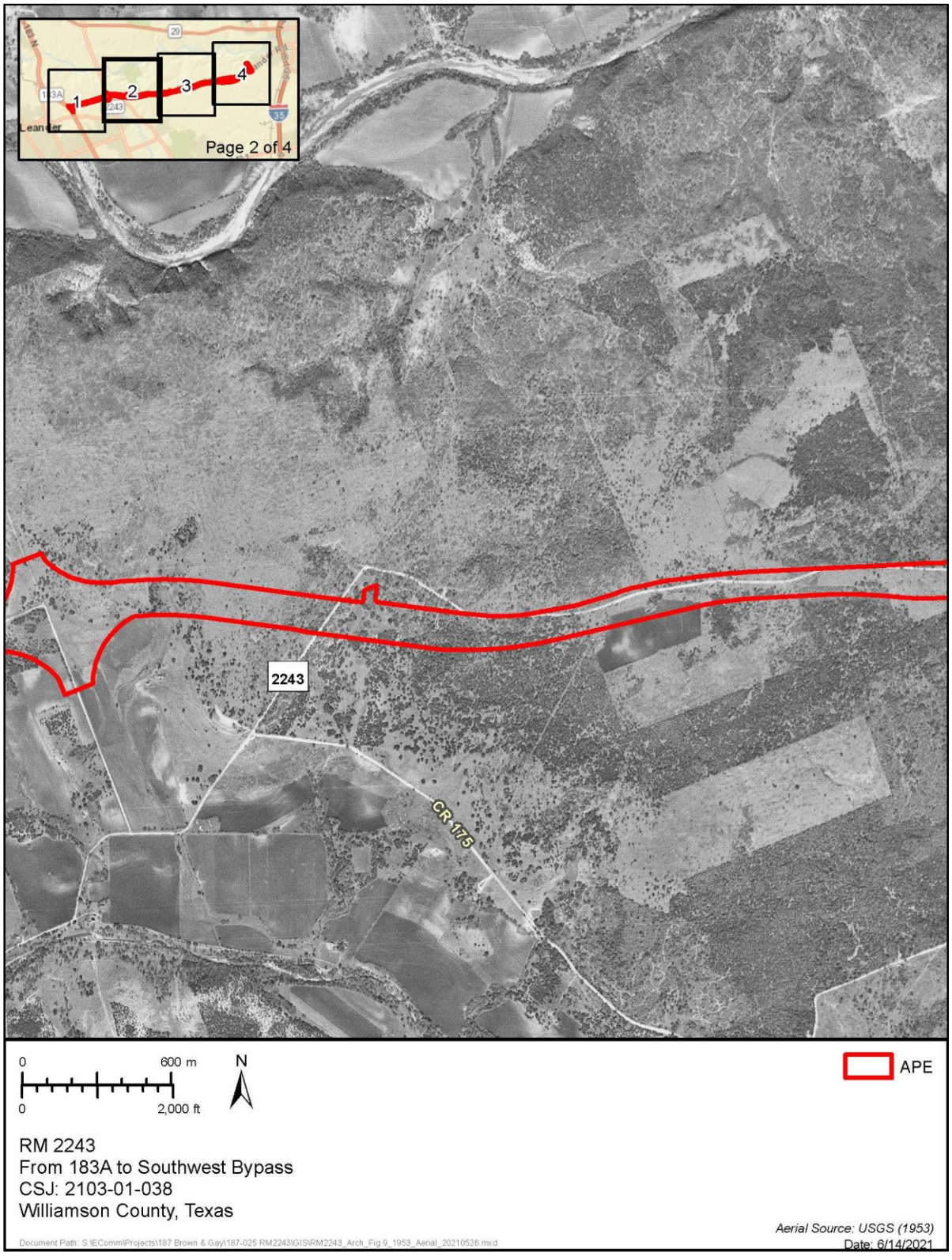
- **Attachment 9: Project APE overlaid on a 1954 topographic map.**



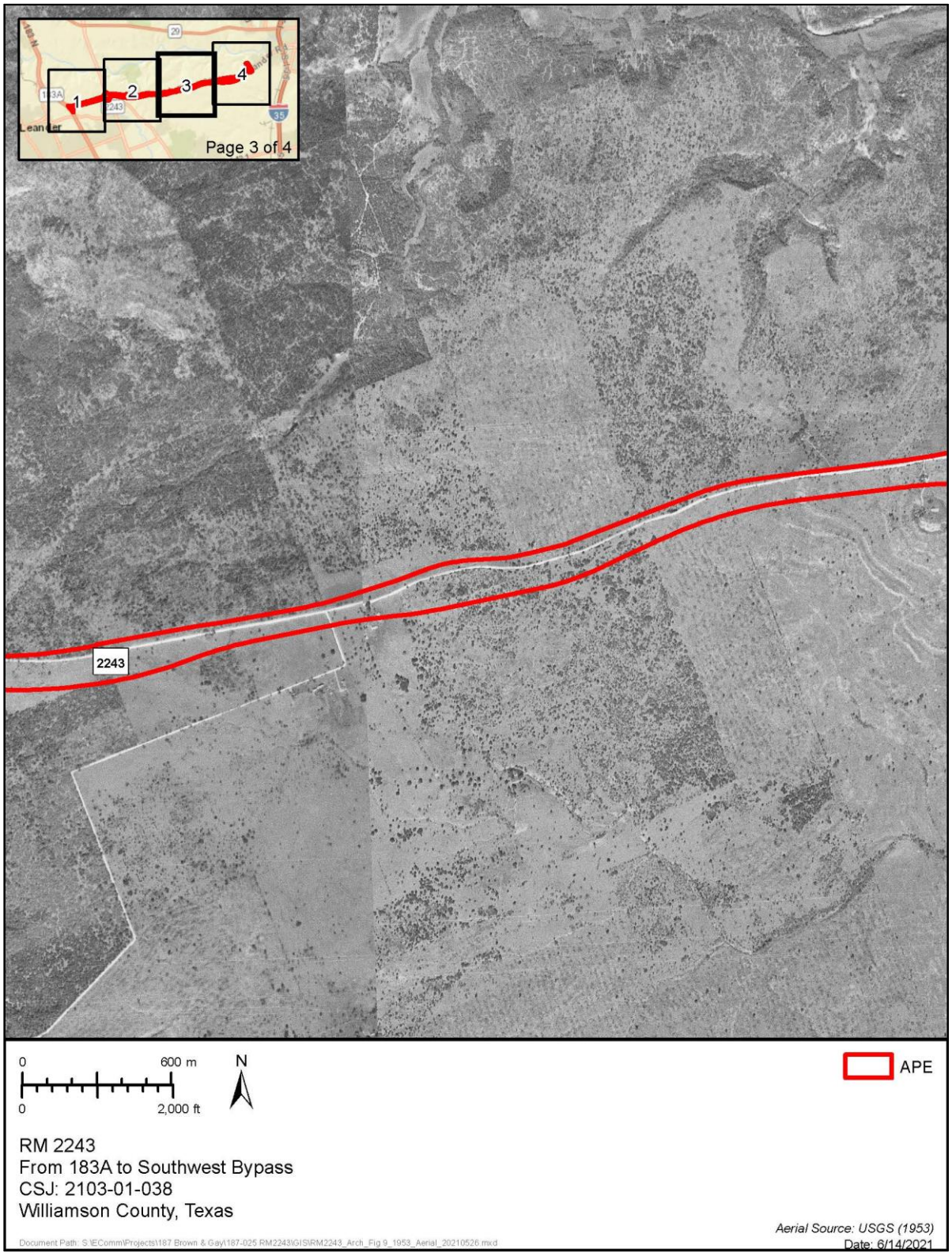
Attachment 10a: Project APE overlaid on a 1953 aerial map.



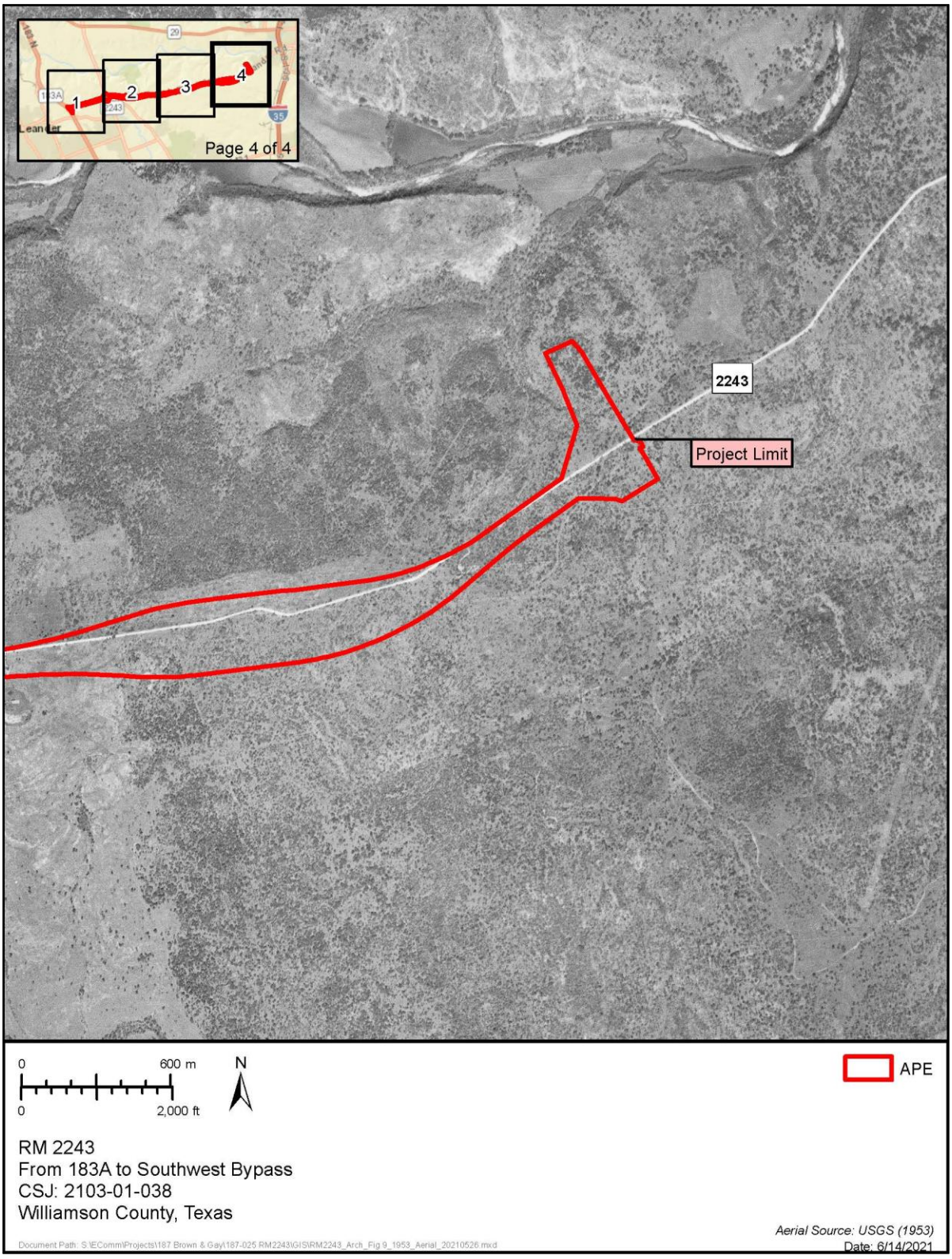
- **Attachment 10b: Project APE overlaid on a 1953 aerial map.**



- **Attachment 10c: Project APE overlaid on a 1953 aerial map.**



- **Attachment 10d: Project APE overlaid on a 1953 aerial map.**



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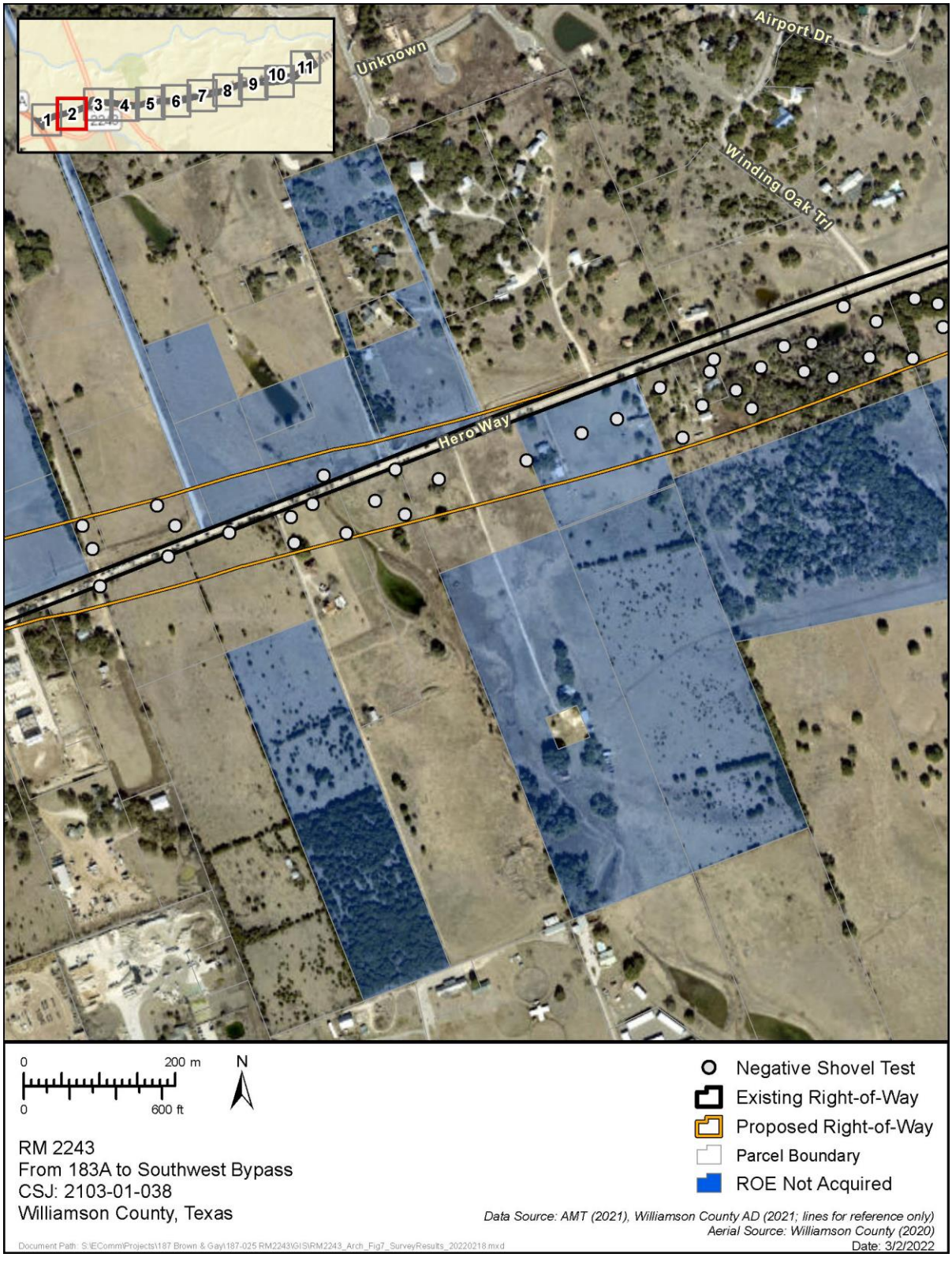
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- **Attachment 12a: Survey results maps**



- **Attachment 12b: Survey results Maps**



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- **Attachment 14: Additional figures**
  - 14a. Typical setting of new ROW east of Ronald Reagan Blvd and west of Parkside Parkway.



  - 14b. RM 2243 typical setting and new/existing ROW west of Ronald Reagan Blvd.



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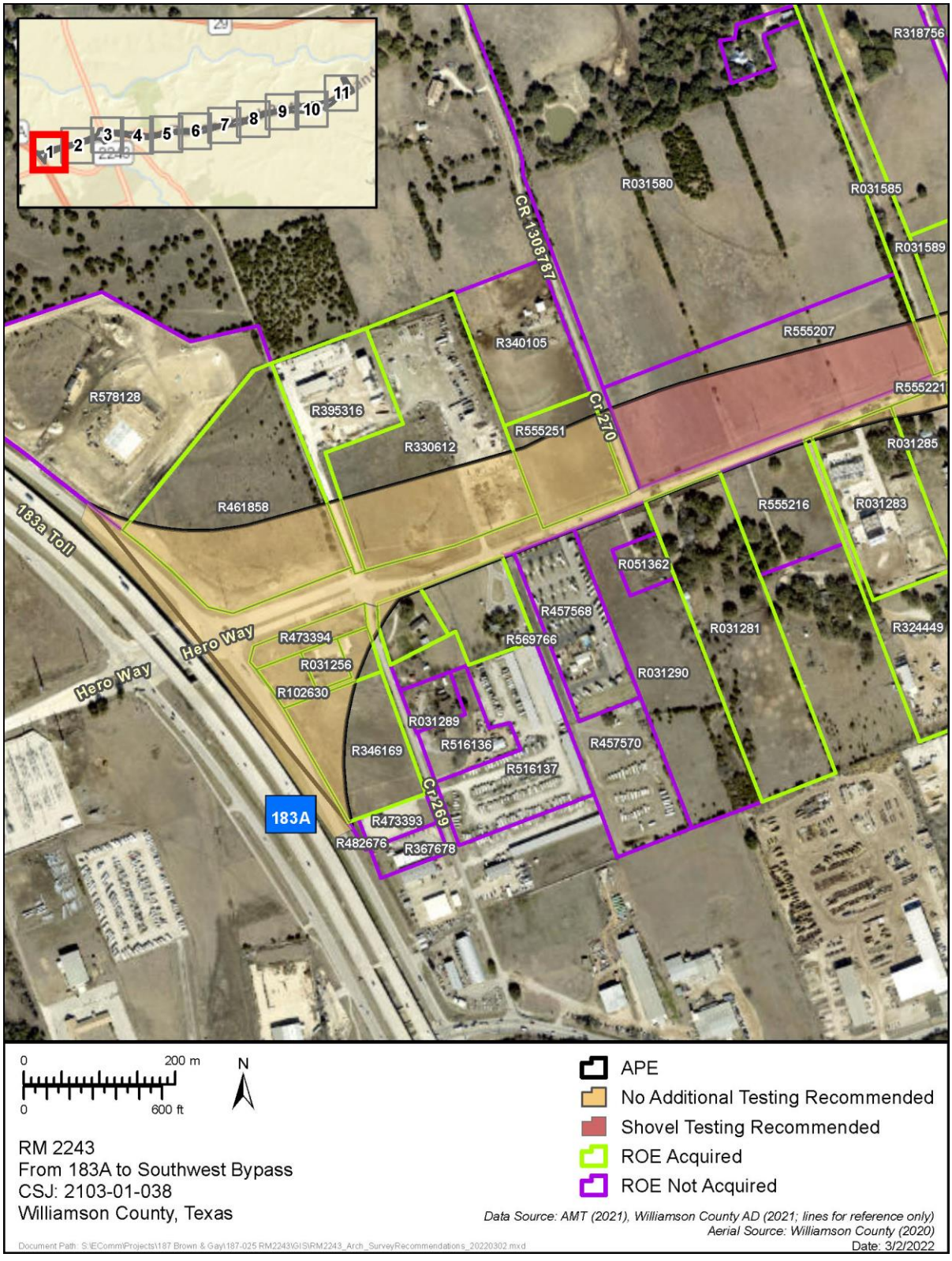
– 14o. Site 41WM1342 Feature 3 – Northwest facing view of southern portion of partially collapsed fence



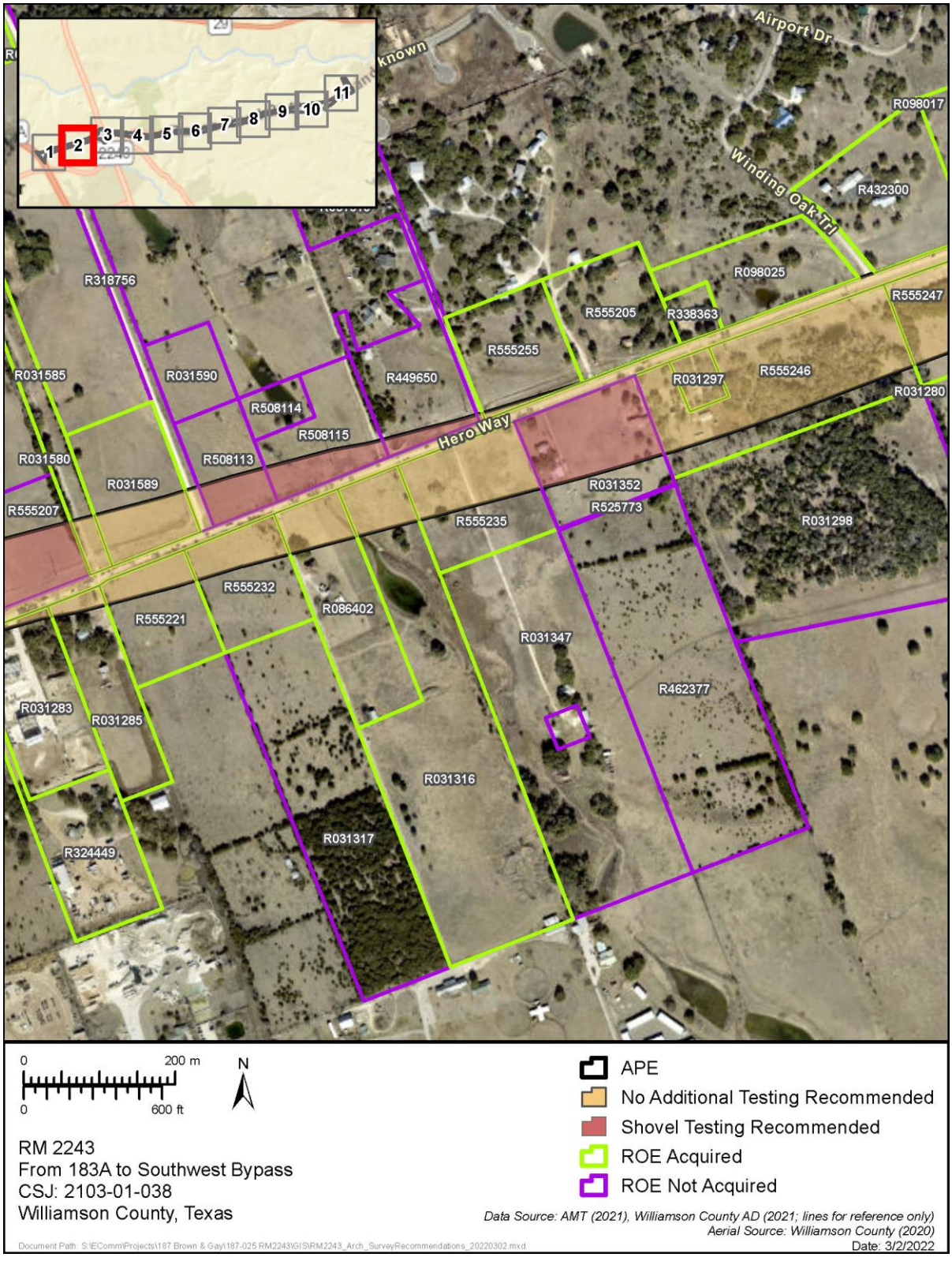
– 14p. Site 41WM1342 Feature 3 – Southwest facing view of northern portion of partially collapsed fence



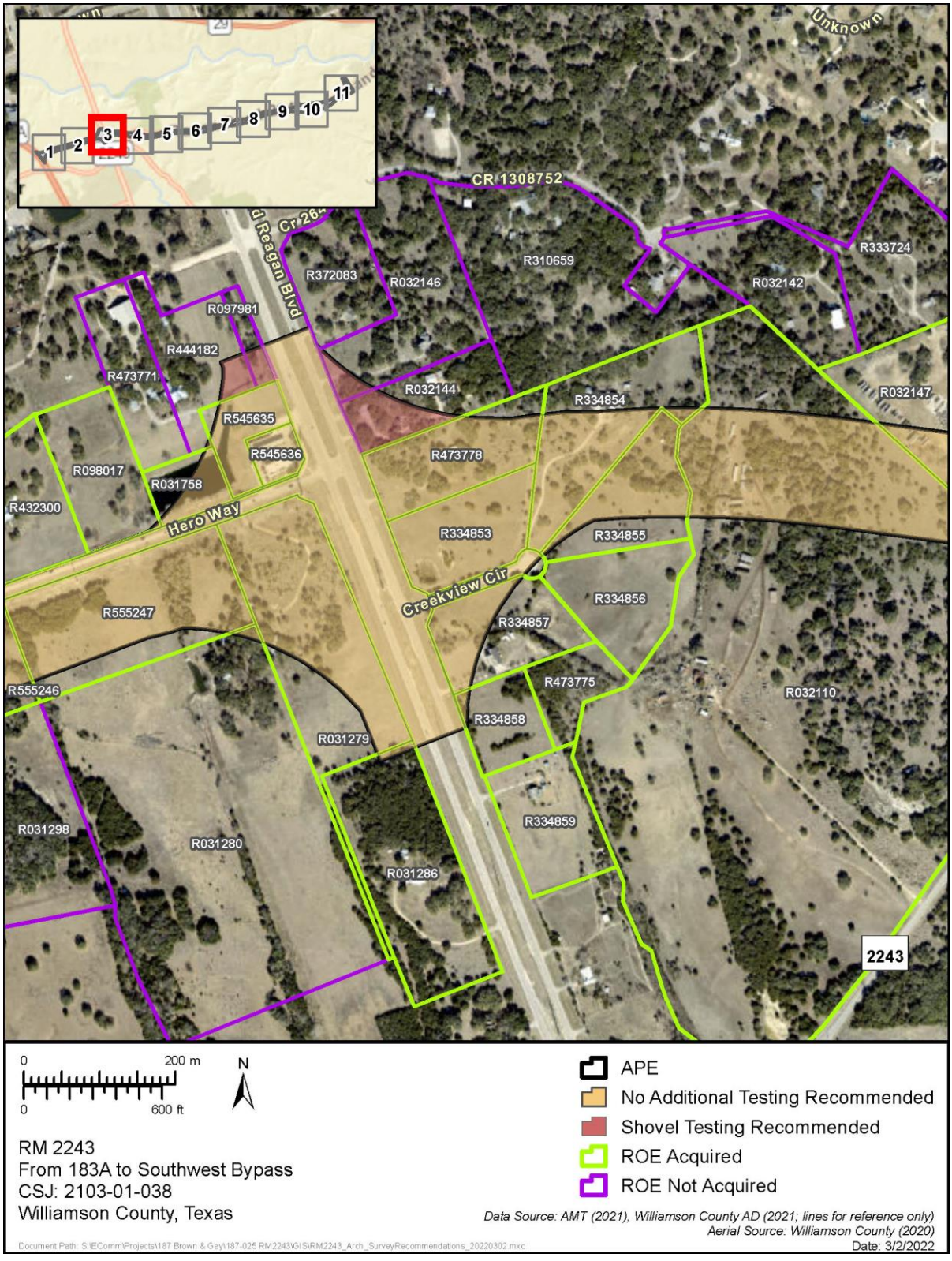
- **Attachment 15a: Recommendations for further work.**



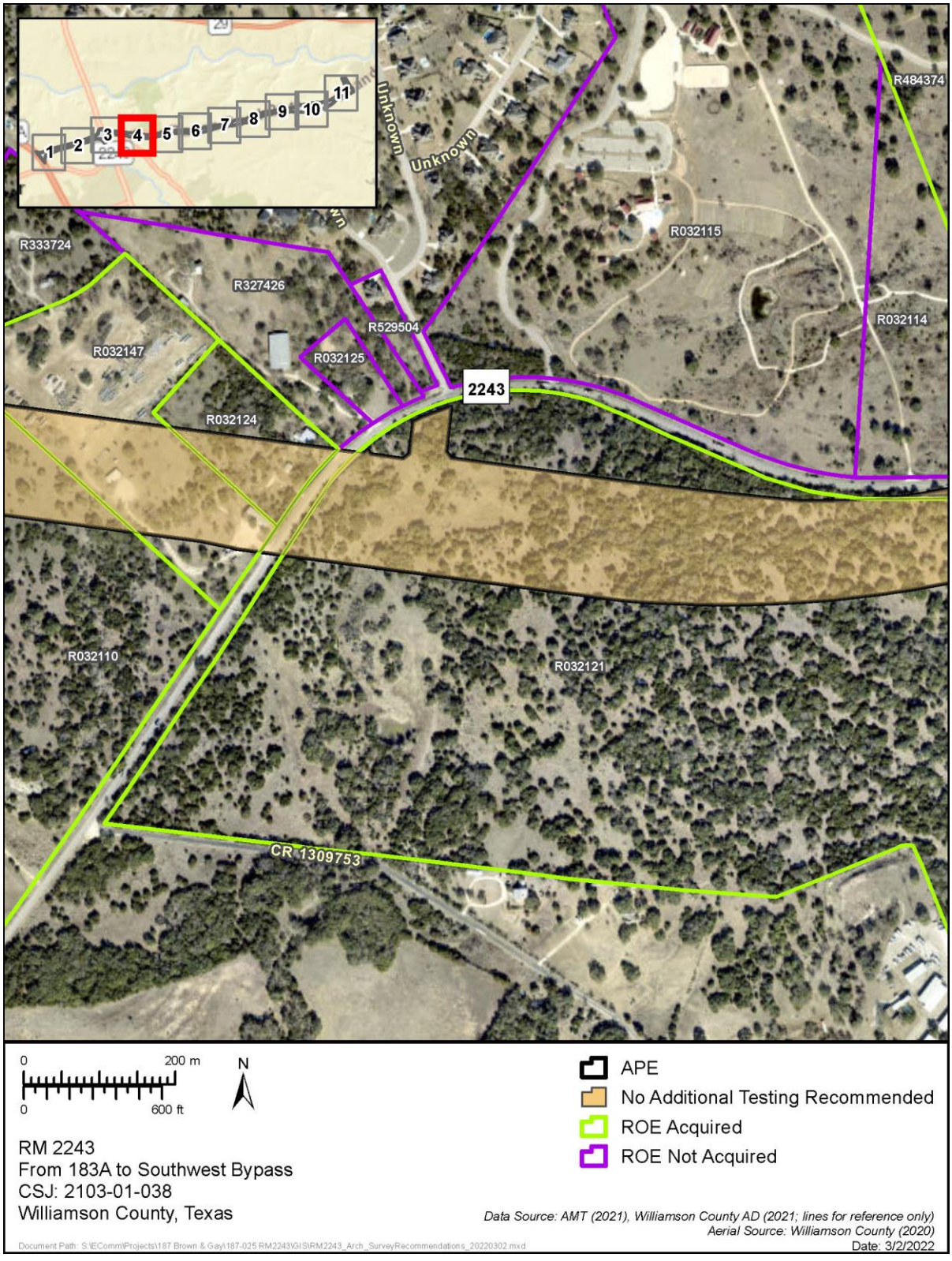
- **Attachment 15b: Recommendations for further work.**



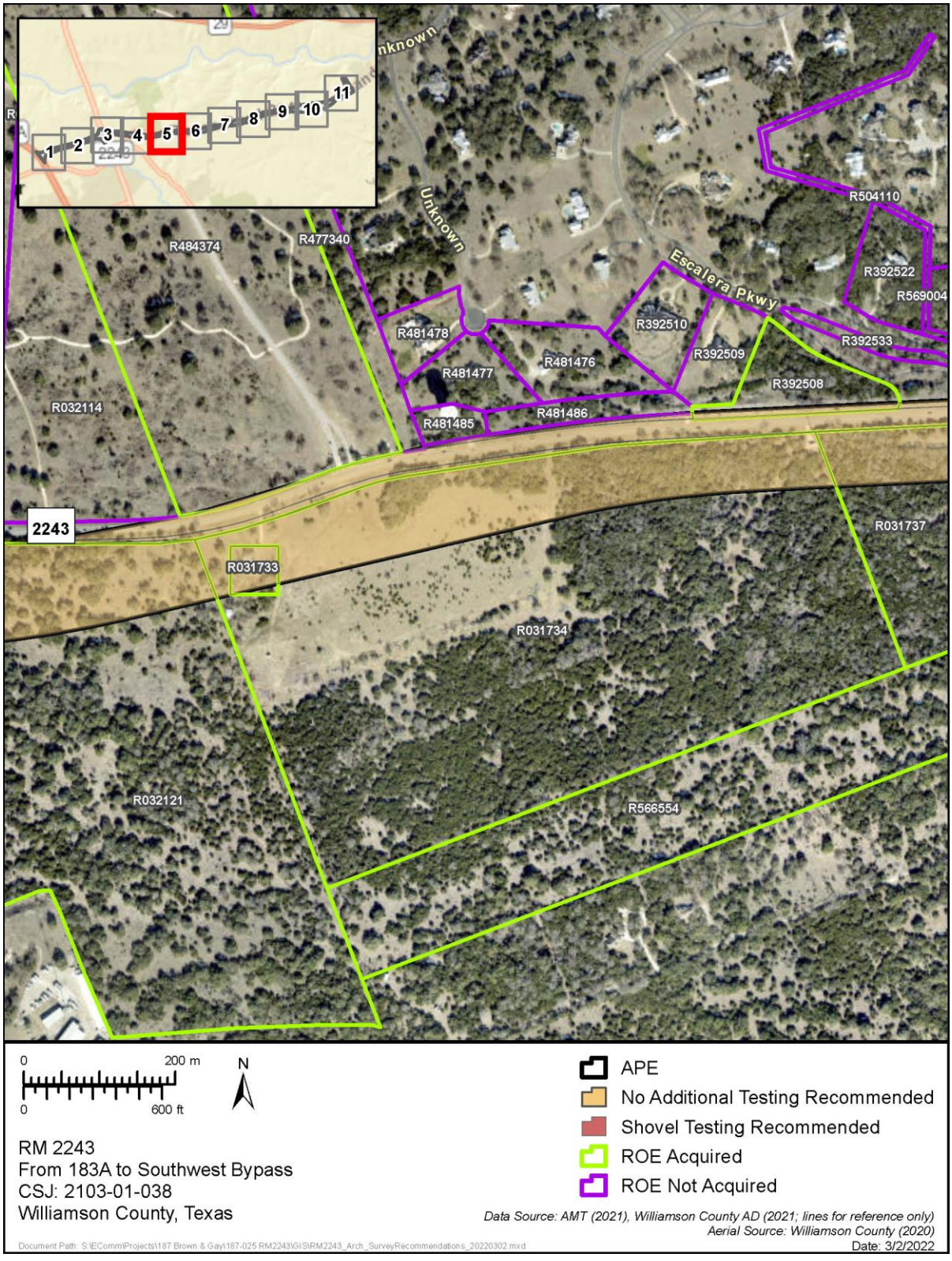
- **Attachment 15c: Recommendations for further work.**



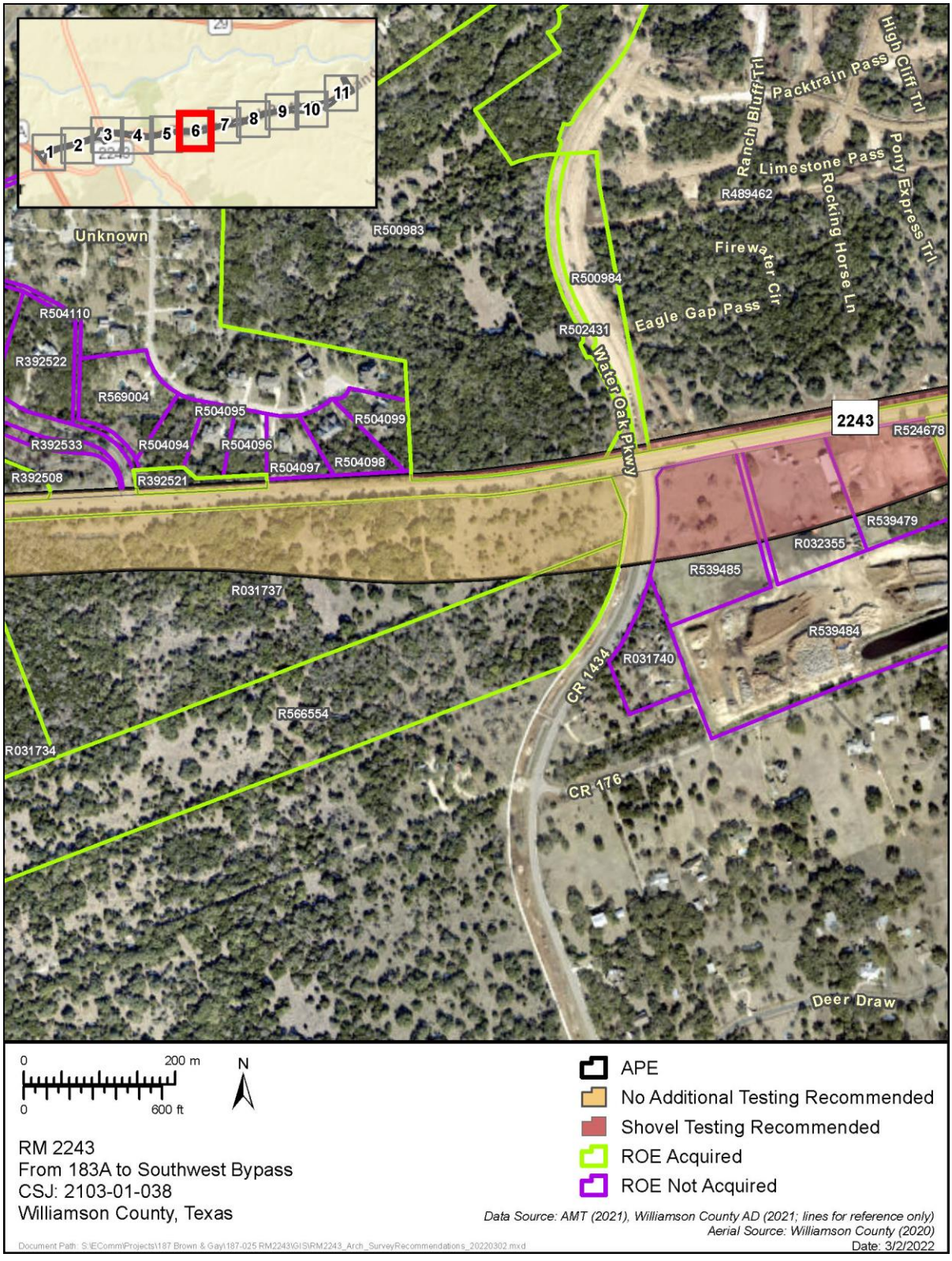
- **Attachment 15d: Recommendations for further work.**



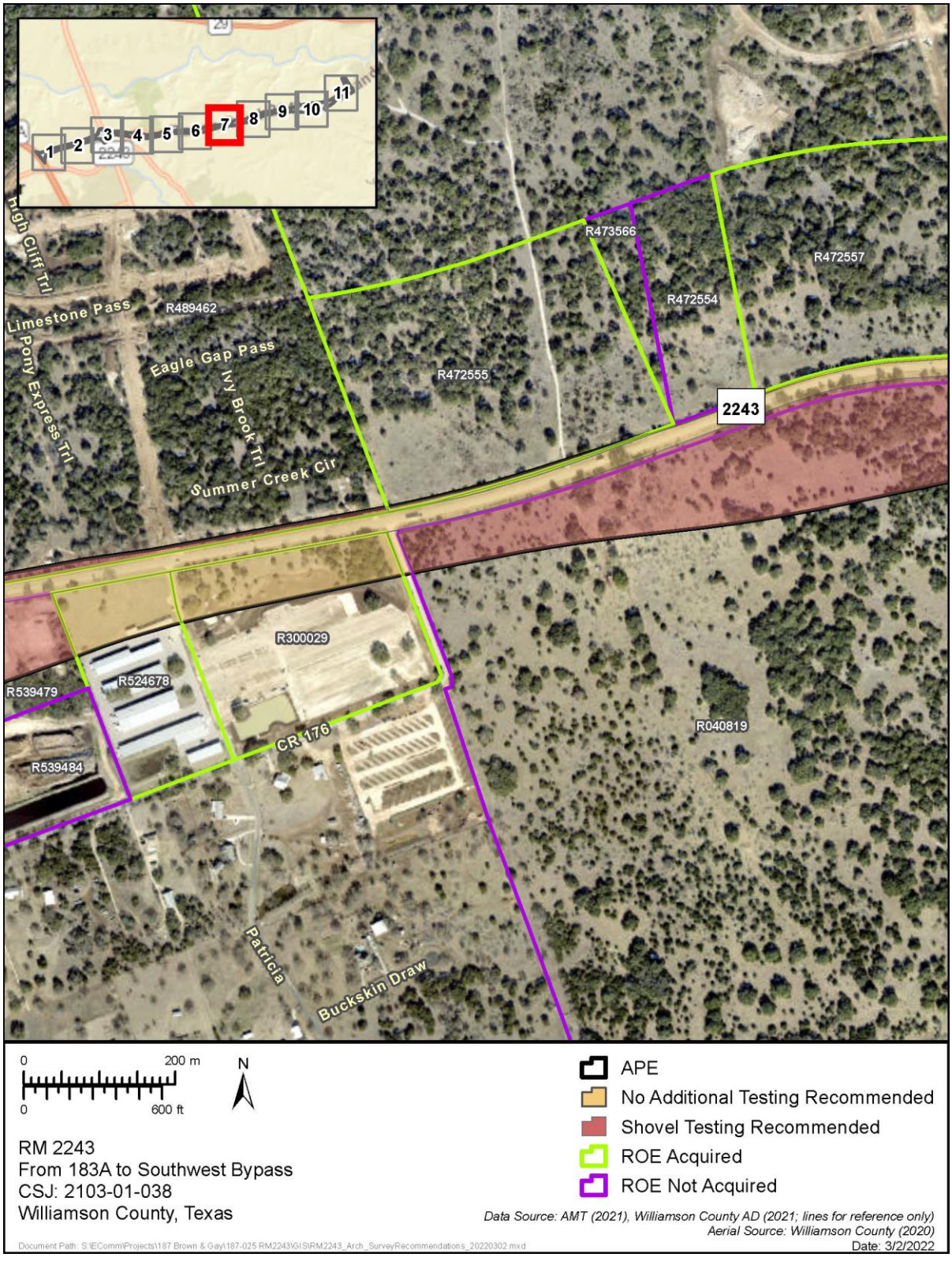
- **Attachment 15e: Recommendations for further work.**



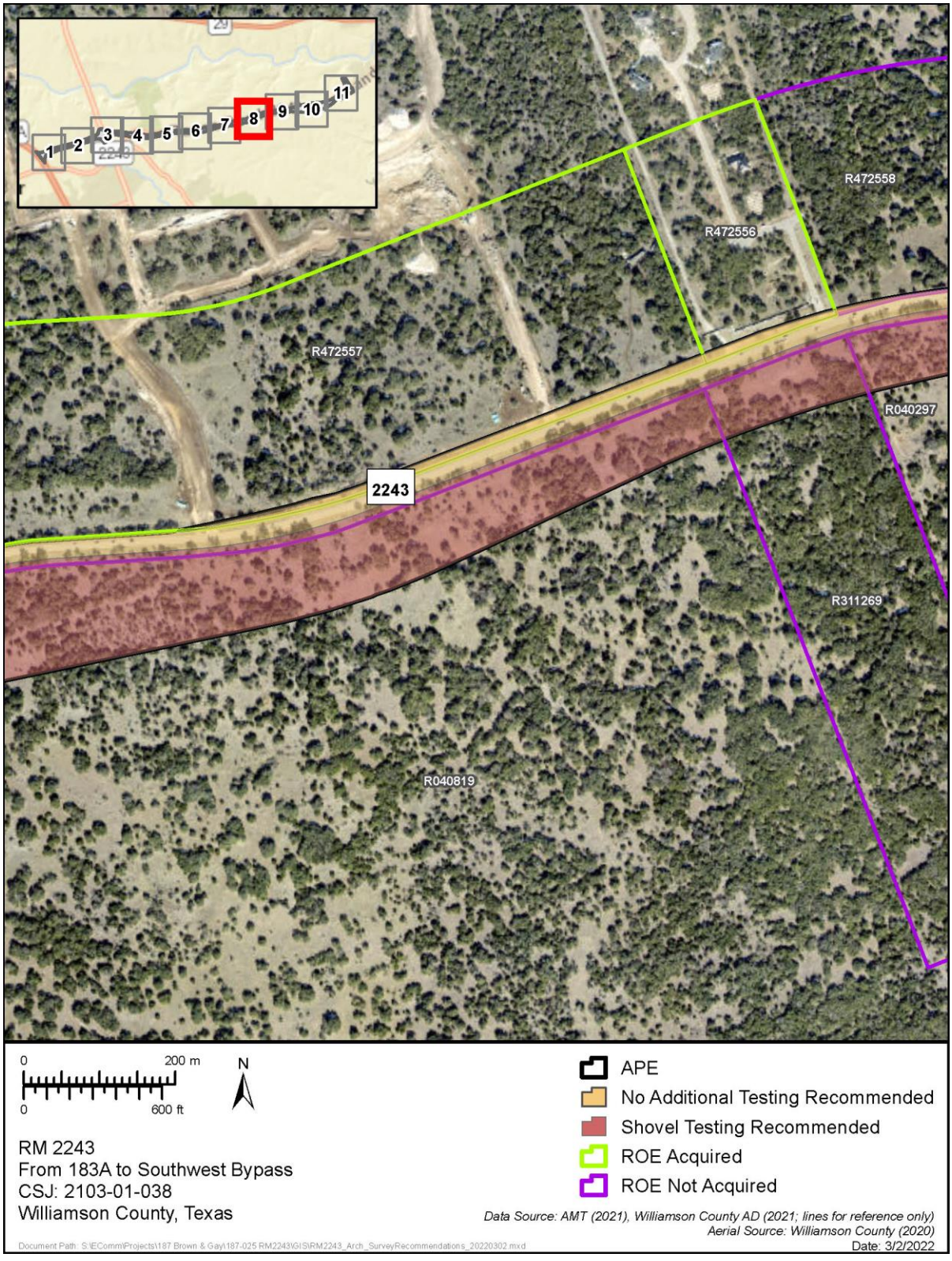
- **Attachment 15f: Recommendations for further work.**



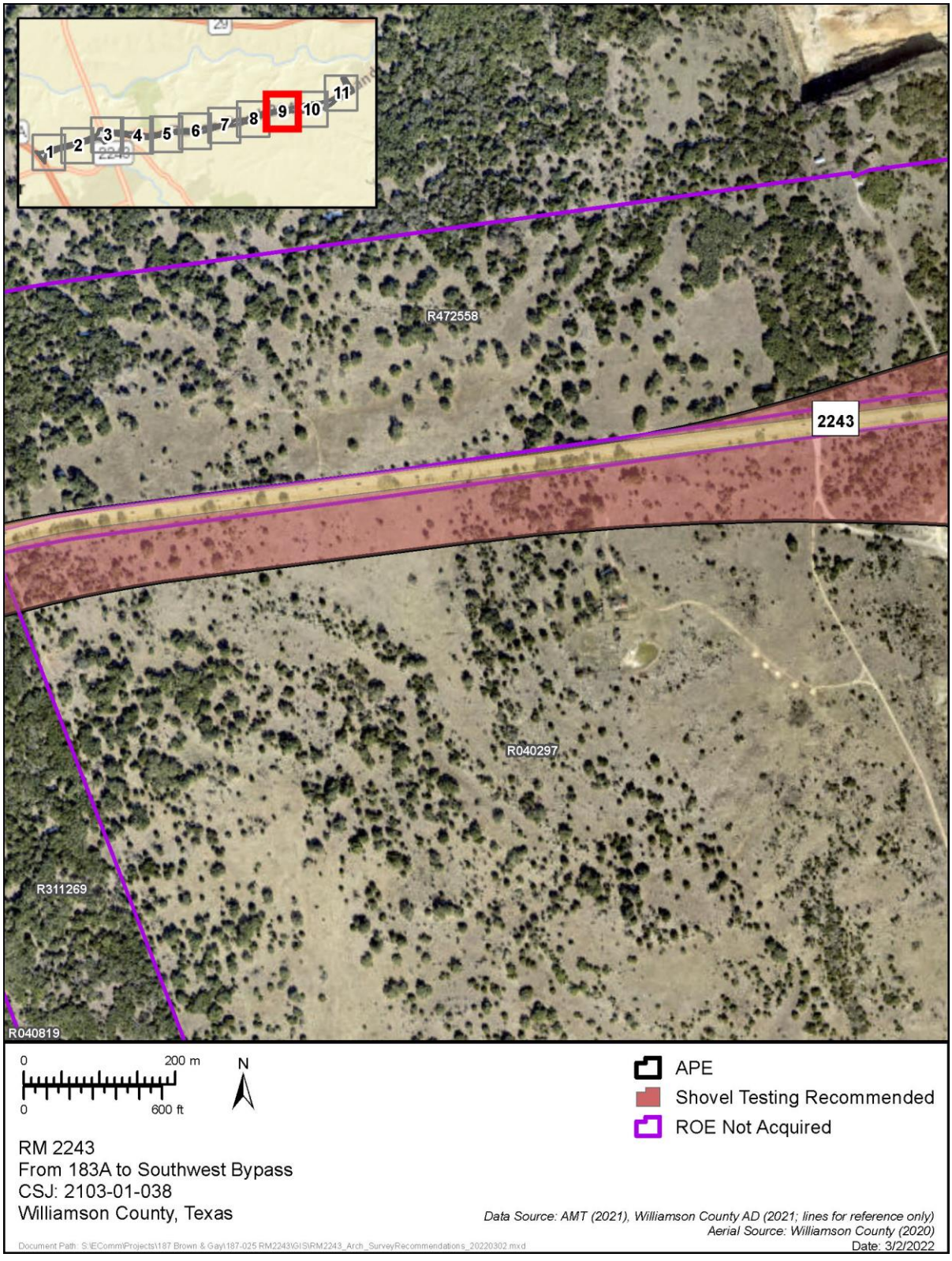
- **Attachment 15g: Recommendations for further work.**



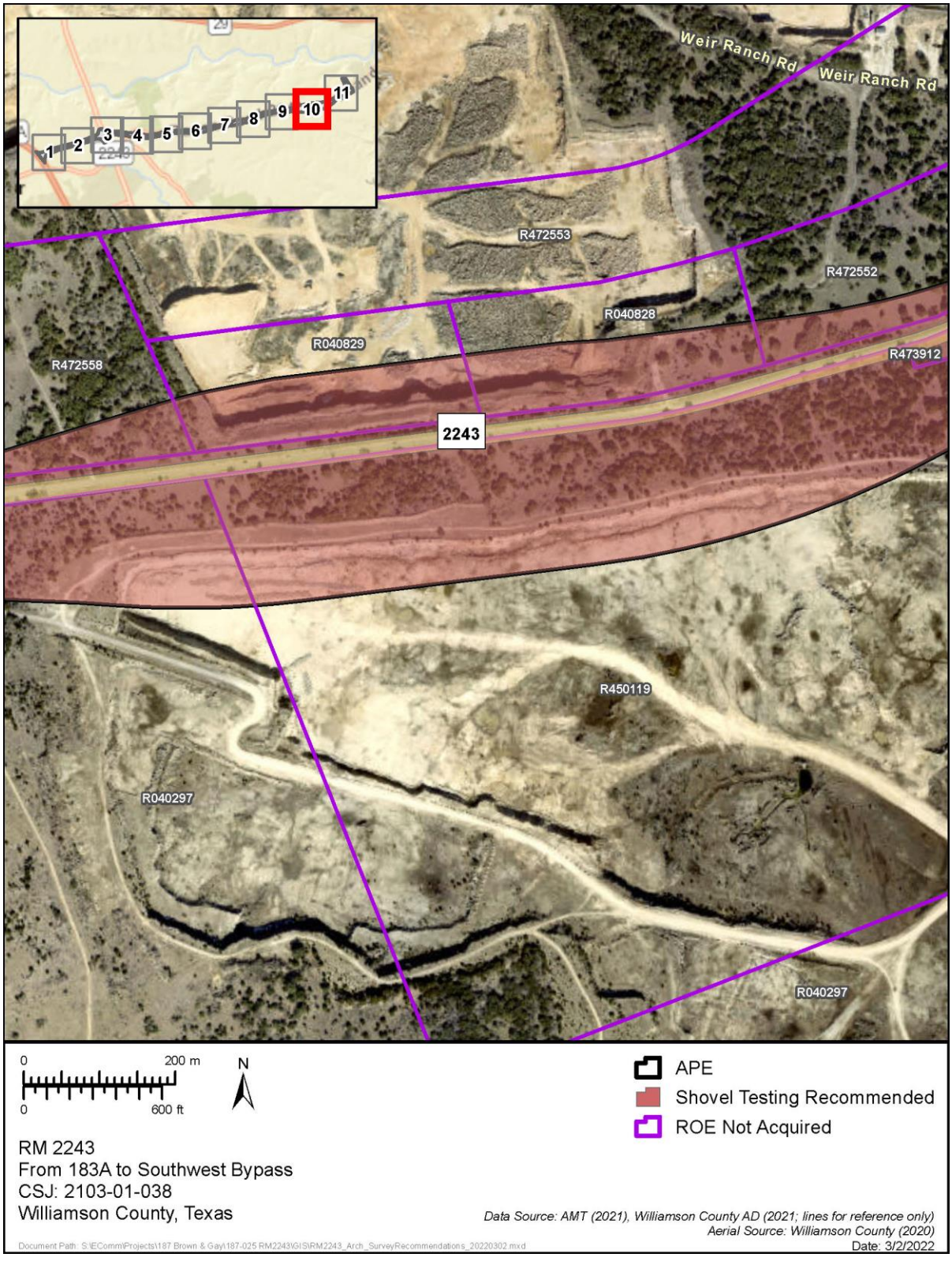
- **Attachment 15h: Recommendations for further work.**



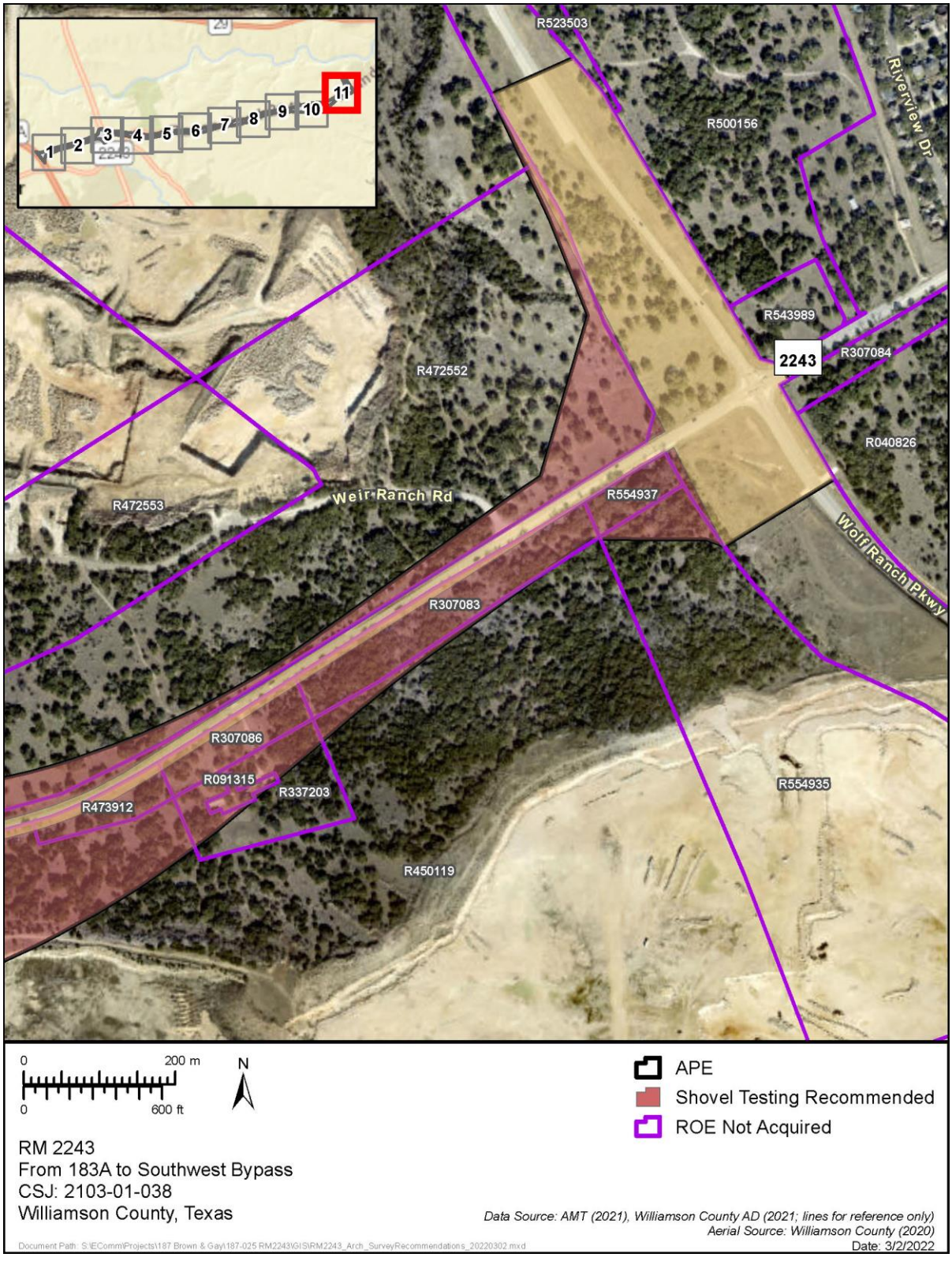
- **Attachment 15i: Recommendations for further work.**



- **Attachment 15j: Recommendations for further work.**



- **Attachment 15k: Recommendations for further work.**



Tables

Table 2. Recommendations for Each Parcel in the APE.

Parcel #	ROE	Existing ROW Acres	New ROW Acres	Recommendation
R031256	Acquired		0.7	No Additional Testing Recommended
R031279	Acquired		8.7	No Additional Testing Recommended
R031280	Not Acquired		0.1	No Additional Testing Recommended
R031281	Acquired		0.0	Shovel Testing Recommended
R031285	Acquired		0.4	No Additional Testing Recommended
R031286	Acquired		0.1	No Additional Testing Recommended
R031288	Acquired		0.1	No Additional Testing Recommended
R031290	Not Acquired		0.0	Shovel Testing Recommended
R031297	Acquired		1.0	No Additional Testing Recommended
R031316	Acquired		1.5	No Additional Testing Recommended
R031352	Not Acquired		4.3	No Additional Testing Recommended
R031585	Acquired		0.6	No Additional Testing Recommended
R031589	Acquired		2.0	No Additional Testing Recommended
R031619	Not Acquired		0.0	No Additional Testing Recommended
R031733	Acquired		0.9	No Additional Testing Recommended
R031734	Acquired		17.7	No Additional Testing Recommended
R031737	Acquired		19.1	No Additional Testing Recommended
R031758	Acquired		1.1	No Additional Testing Recommended
R032110	Acquired		12.4	No Additional Testing Recommended
R032121	Acquired		34.6	No Additional Testing Recommended
R032124	Acquired		3.1	No Additional Testing Recommended
R032144	Not Acquired		1.7	No Additional Testing Recommended
R032146	Not Acquired		0.5	No Additional Testing Recommended
R032147	Acquired		8.0	No Additional Testing Recommended
R032355	Not Acquired		3.3	Shovel Testing Recommended
R040297	Not Acquired		36.8	Shovel Testing Recommended
R040819	Not Acquired		42.0	Shovel Testing Recommended
R040827	Not Acquired		0.1	Shovel Testing Recommended

Parcel #	ROE	Existing ROW Acres	New ROW Acres	Recommendation
R040828	Not Acquired		7.4	Shovel Testing Recommended
R040829	Not Acquired		7.8	Shovel Testing Recommended
R086402	Acquired		1.4	No Additional Testing Recommended
R091315	Not Acquired		0.5	Shovel Testing Recommended
R097981	Not Acquired		0.3	No Additional Testing Recommended
R098017	Acquired		0.0	No Additional Testing Recommended
R102630	Acquired		1.4	No Additional Testing Recommended
R300029	Acquired		4.6	Shovel Testing Recommended
R307083	Not Acquired		5.7	Shovel Testing Recommended
R307086	Not Acquired		2.3	Shovel Testing Recommended
R311269	Not Acquired		4.1	Shovel Testing Recommended
R318756	Not Acquired		0.3	No Additional Testing Recommended
R324449	Acquired		0.0	No Additional Testing Recommended
R330612	Acquired		5.7	No Additional Testing Recommended
R334853	Acquired		5.0	No Additional Testing Recommended
R334854	Acquired		4.1	No Additional Testing Recommended
R334855	Acquired		3.3	No Additional Testing Recommended
R334857	Acquired		2.1	No Additional Testing Recommended
R334858	Acquired		0.1	No Additional Testing Recommended
R337203	Not Acquired		2.2	Shovel Testing Recommended
R346169	Acquired		1.8	No Additional Testing Recommended
R372083	Not Acquired		0.0	No Additional Testing Recommended
R392508	Acquired		0.6	Shovel Testing Recommended
R392521	Acquired		0.4	No Additional Testing Recommended
R395316	Acquired		0.4	No Additional Testing Recommended
R432300	Acquired		0.0	No Additional Testing Recommended
R444182	Not Acquired		0.5	No Additional Testing Recommended
R449650	Not Acquired		0.6	Shovel Testing Recommended
R450119	Not Acquired		44.9	Shovel Testing Recommended
R457568	Not Acquired		0.0	No Additional Testing Recommended

Parcel #	ROE	Existing ROW Acres	New ROW Acres	Recommendation
R457570	Not Acquired		0.0	No Additional Testing Recommended
R461858	Acquired		5.9	No Additional Testing Recommended
R472552	Not Acquired		13.8	Shovel Testing Recommended
R472555	Acquired		0.7	Shovel Testing Recommended
R472558	Not Acquired		5.8	Shovel Testing Recommended
R473394	Acquired		1.2	No Additional Testing Recommended
R473778	Acquired		4.9	No Additional Testing Recommended
R473912	Not Acquired		1.3	Shovel Testing Recommended
R477340	Not Acquired		0.0	Shovel Testing Recommended
R481486	Not Acquired		0.4	Shovel Testing Recommended
R482676	Not Acquired		0.0	No Additional Testing Recommended
R484374	Acquired		0.0	Shovel Testing Recommended
R500983	Acquired		0.6	Shovel Testing Recommended
R502431	Acquired		0.2	Shovel Testing Recommended
R508113	Not Acquired		1.2	No Additional Testing Recommended
R508115	Not Acquired		1.5	Shovel Testing Recommended
R524678	Acquired		2.9	Shovel Testing Recommended
R539479	Not Acquired		3.4	Shovel Testing Recommended
R539484	Not Acquired		0.3	Shovel Testing Recommended
R539485	Not Acquired		3.6	Shovel Testing Recommended
R545635	Acquired		2.1	No Additional Testing Recommended
R545636	Acquired		1.0	No Additional Testing Recommended
R554935	Not Acquired		1.6	Shovel Testing Recommended
R554937	Not Acquired		1.7	Shovel Testing Recommended
R555205	Acquired		0.0	No Additional Testing Recommended
R555207	Not Acquired		10.0	No Additional Testing Recommended
R555216	Not Acquired		0.1	No Additional Testing Recommended
R555221	Acquired		1.1	No Additional Testing Recommended
R555232	Acquired		1.6	No Additional Testing Recommended
R555235	Acquired		3.5	No Additional Testing Recommended

Parcel #	ROE	Existing ROW Acres	New ROW Acres	Recommendation
R555246	Acquired		9.0	No Additional Testing Recommended
R555247	Acquired		8.8	No Additional Testing Recommended
R555251	Acquired		3.3	No Additional Testing Recommended
R555255	Acquired		0.2	No Additional Testing Recommended
R569766	Acquired		0.0	No Additional Testing Recommended
R031283	Acquired		0.3	No Additional Testing Recommended
R098025	Acquired		0.0	No Additional Testing Recommended
R338363	Acquired		0.0	No Additional Testing Recommended
R472556	Acquired		0.5	Shovel Testing Recommended
R472557	Acquired		2.1	Shovel Testing Recommended
R489462	Acquired		2.1	Shovel Testing Recommended
R500984	Acquired		0.0	Shovel Testing Recommended
R566554	Acquired		0.5	No Additional Testing Recommended
R578128	Not Acquired		0.1	No Additional Testing Recommended
Public ROW	Acquired		2.8	No Additional Testing Recommended
Public ROW	Acquired	102.3		
TOTAL		**102.3**	**408.4**	

Table 3. Soils Recorded Within the APE.

Soil	APE Percentage	Description
Crawford clay (CfB)	1.8%	Residuum weathered from limestone. 1–3% slopes.
Denton silty clay (DnB)	3.0%	Alluvium over residuum weathered from limestone. 1–3% slopes.
Denton silty clay (DnC)	0.4%	Alluvium over residuum weathered from heavily eroded limestone. Less than three feet deep. 3–5% slopes.
Doss Silty clay (DoC)	7.3%	Residuum weathered from limestone. 1–5% slopes.
Eckrant cobbly clay (EaD)	14.8%	Residuum weathered from limestone. 1–8% slopes.
Eckrant extremely stony clay (EeB)	31.6%	Residuum weathered from limestone. 0–3% slopes.
Eckrant-Rock outcrop	12.4%	Residuum weathered from limestone. 1–10% slopes.
Farlie clay (FaB)	5.7%	Residuum weathered from Austin chalk formation. 1–2% slopes.
Georgetown stony clay loam (GsB)	19.2%	Residuum weathered from limestone. 1–3% slopes.
Quarry	3.6%	Open surface quarries.

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Table 5. Previously Recorded Archeological Surveys Within the APE and Within One Kilometer (0.62 miles) of the APE.

Atlas Number	Permit Number	Author(s)	Sponsor Agency	THC Review Date
8400004295				
8400010011	2437			
8400010012	2437			
8400010473	2736	Nash, Sean R., G. Staples, and M. Freeman	Williamson County	4/30/2002
8400010579	2768	Oksanen, Eric R, Craig Weaver, and Eric Shroeder	COE-FWD/Brushy Creek MUD	5/27/2003
8400010643	2619	Nash, Sean	Williamson County	9/1/2001
8400010714	2736	Nash, Sean R., G. Staples, and M. Freeman	Williamson County	4/30/2002
8400010802	2768	Oksanen, Eric R, Craig Weaver, and Eric Shroeder	COE-FWD/Brushy Creek MUD	5/27/2003
8400010865	2619	Nash, Sean	Williamson County	9/1/2001
8500004588			Environmental Protection Agency	
8500004589			Environmental Protection Agency, Texas Department of Water Resources	
8500004606			Corps of Engineers-Fort Worth District	
8500011248	3611	Sundermeyer, Scott and Sherry DeFreece	Federal Transit Administration	3/8/2005
8500011602	3245	Dockall, John E.	Texas Department of Transportation	2/16/2006
8500013643	3848	Cambell, John and Robert Lassen	Texas Department of Transportation	8/24/2006
8500014054		Owens, Jeffrey D.	Corps of Engineers-Fort Worth District	5/7/2007
8500015070	4846	Bradle, Michael R., and G. T. Bernhardt	City of Georgetown	6/5/2008
8500015216	3482	Bradle, Michael, R. D'Aigle	City of Georgetown	9/9/2008
8500016332	5431	Nash, Sean R.	City of Leander	12/3/2009
8500016349	5387	Dayton, Chris	Texas Department of Transportation, City of Leander	12/11/2009

Atlas Number	Permit Number	Author(s)	Sponsor Agency	THC Review Date
8500017289	5499	Kibler, Karl W.	Texas Department of Transportation, City of Leander	3/5/2010
8500018289	5644	Nash, Michael A., Casey J. Hanson	U. S. Department of Education	8/24/2010
8500060011	6918	Young, Alamea et al.	K Friese & Associates, Inc.	
8500060994	6952	Perrine, Rachel D., and David Treichel	Brown & Gay Engineers, Inc.	9/22/2014
8500061451	2753	Nash, Sean R., and Gregory D. Staples	Athabasca Consulting Inc.	
8500062593		Owens, Jeffrey D.	Mason Joseph Company, Inc.	1/12/2015
8500063416		Owens, Jeffrey D.	Mason Joseph Company, Inc.	1/30/2015
8500063836	6952	Perrine, Rachel D., and David Treichel	City of Leander	9/22/2014
8500063837				
8500066423	7283	Hanson, Casey	City of Leander	7/15/2015
8500070880		Owens, Jeffrey	Meritage Homes of Texas	8/10/2015
8500076619	7537	Fullerton, Ben	Williamson County	3/10/2016
8500080259	7416	King, Allison	CRMWD	12/16/2016
8500080336	7531	Evans, Steven, et al.	LCRA	5/12/2017
8500080426	7992	Rodriguez, Mary F., and Ashley Eyeington	City of Georgetown	7/17/2017
8500080611	7028	Stotts, Matthew C. and Brandon Young	City of Georgetown	9/1/2017
8500080716	7718	Padilla, Antonio	Williamson County	6/20/2018

Table 6. Deed Records for Parcel R031737, Containing Site 41WM1342.

Grantee	Grantor	Document Type	Document #	Book Vol.	Page #	Date of Transaction	Comments
HM CR 176-2243 LP	RM 2243 LTD Mayes Henry B JR	Special Warranty Deed with Vendor's Lien	2018012540	N/A	N/A	2/13/2018	
RM 2243 LTD	Fields John J Trustee	General Warranty Deed	2012033159	N/A	N/A	5/3/2012	
Fields John J Trustee	Wilson Robert J Gibbs Harry BBK Properties LLC	Substitute Trustee's Deed	2012031819	N/A	N/A	5/1/2012	May 12, 2012: Lender (John J. Fields, Trustee) appointed Robert J. Wilson as the substitute trustee and directed him to foreclose the lien of the Deed Trust, Escalara Point LLC, Escalera Management LLC, and Bridge Capital Group Inc.
Escalera Point LLC	BBK Properties LLC; KF Enterprises LLC	General Warranty Deed	2007063253	N/A	N/A	7/25/2007	
BBK Properties	Gibbs, Harry	General Warranty Deed	2007063252	N/A	N/A	7/25/2007	
Gibbs, Harry & BBK Properties LLC	John J. Fields, Trustee	Warranty Deed	2007008545	N/A	N/A	1/29/2007	

Grantee	Grantor	Document Type	Document #	Book Vol.	Page #	Date of Transaction	Comments
John J Fields, Trustee	John L. Dennis, Trustee	Wrap Warranty Deed with Vendor's Lien	1986002560	1301	176	1/21/1986	Parcel partitioned from 102.3 acres to current size of 40.8 acres
Dennis John L Trustee	Peaslee Henry	Warranty Deed with Vendor's Lien	1984026223	1052	303	8/1/1984	Parcel partitioned from 106.3 acres to 102.3 acres
Peaslee Henry	Ray Jan Peaslee Ray Richard L.	Deed	19654214DR	483	170	11/23/1965	Ray Jan Peaslee is an heir of T.R. Peaslee
Peaslee T.R.	Fulkes C. D. Fulkes Bessie	Deed	193900201DR	294	512	4/22/1939	
C. D. Fulkes	A. D. Fulkes	Deed	191301251DR	151	583	11/1/1913	
A. D. Fulkes	S. L. Sexton, Allie Sexton	Deed	190201146DR	102	418	11/18/1902	
S. L. Sexton	R. W. Insall	Deed	189938223DR	88	171	6/21/1899	Purchased 2 tracts of land which became subsequent parcel
	S.J. Walker		189938221DR	88	168		

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This report was written on behalf of the Texas Department of Transportation by:

AmaTerra® ENVIRONMENTAL, INC.

11842 Rim Rock Trail
Austin, Texas 78737

512.329.0031

Commissioners Court - Regular Session **54.**

Meeting Date: 10/07/2025

On-Call Traffic Engineering– Kimley-Horn – Contract Amendment #1

Submitted By: Ragan Riggs, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on Contract Amendment No. 1 to the On-Call Traffic Engineering Services contract executed on September 17, 2024, between Williamson County and Kimley-Horn and Associates, Inc. relating to the 2023 Road Bond Program.

Background

This Contract Amendment No. 1 updates the Exhibit D - Rate Schedule in the Master Contract utilizing the CPI Adjustment Calculation. Project: On-Call. Fund Source: Road Bond

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Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

On-Call Traffic Engineering– Kimley-Horn – Contract Amendment #1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	10/01/2025 09:49 AM
Form Started By: Ragan Riggs		Started On: 09/30/2025 01:46 PM
Final Approval Date: 10/01/2025		

CONTRACT AMENDMENT NO. 1
TO
WILLIAMSON COUNTY CONTRACT FOR ENGINEERING SERVICES

WILLIAMSON COUNTY ROAD BOND PROGRAM
24RFSQ17 TRAFFIC ENGINEERING SERVICES ("Project")

THIS CONTRACT AMENDMENT NO. 1 to Williamson County Contract for Engineering Services is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and KIMLEY-HORN AND ASSOCIATES, INC. (the "Engineer") and becomes effective as of the date of the last party's execution below.

WHEREAS, the County and the Engineer executed the Williamson County Contract for Engineering Services dated effective September 17, 2024 (the "Contract");

WHEREAS, pursuant to Article 14 of the Contract, the terms of the Contract may be modified by a written fully executed Contract Amendment;

WHEREAS, the "Compensation Cap" under Article 5 of the Contract limits the maximum amount payable under the Contract to $500,000.00; and,

WHEREAS, the Rate Schedule in Exhibit D of the Contract are limited to the rates noted in said Exhibit D; and,

WHEREAS, it has become necessary to amend the Contract.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Contract is amended as follows:

I. The hourly Rates in the original Exhibit D of the Contract are hereby amended as shown in the attached revised Exhibit D (must be attached).

All other terms of the Contract are unchanged and will remain in full force and effect.

IN WITNESS WHEREOF, the County and the Engineer have executed this Contract Amendment, to be effective as of the date of the last party's execution below.

ENGINEER:	**COUNTY:**
By: _____	By: _____
Signature	Signature
Trey Neal	
Printed Name	Printed Name
Vice President	
Title	Title
9/30/2025	
Date	Date

APPROVED
By Christen Eschberger at 1:11 pm, Sep 30, 2025

CONTRACT AMENDMENT NO. _1
TO
WILLIAMSON COUNTY CONTRACT FOR ENGINEERING SERVICES

Exhibit D
Hourly Rates

SEPTEMBER 2024 PSA SIGNED	306.078	Consumer Price Index, South Region — September 2024 : Southeast Information Office : U.S. Bureau of Labor Statistics (bls.gov)
AUGUST 2025	313.558	Consumer Price Index, South Region — August 2025 : Southeast Information Office : U.S. Bureau of Labor Statistics (bls.gov)
DELTA	2.44%	

Rates Adjusted

CPI ADJUSTMENT CALCULATION

BASE (1982-84) = 100	100
SEPTEMBER 2024 PSA SIGNED	306.078
AUGUST 2025 (LATEST DATA)	313.558
DELTA	2.44%

Kimley-Horn and Associates, Inc.
24RFSQ17 Road Bond Program Traffic Engineering Services

	RATE SCHEDULE IN PSA EXHIBIT D (per hour)	PROPOSED RATE (per hour)
DIRECT LABOR		
Analyst	$ 185.00	$ 189.52
Professional	$ 225.00	$ 230.50
Senior Engineer I / Senior Professional I	$ 265.00	$ 271.48
Senior Engineer II / Senior Professional II	$ 325.00	$ 332.94
Senior Designer	$ 195.00	$ 199.77
CAD Technician	$ 150.00	$ 153.67
Senior Support Staff	$ 145.00	$ 148.54
Support Staff	$ 125.00	$ 128.05
DIRECT EXPENSES		
Photocopies B/W (8.5"x11") (per each)	$ 0.15	$ 0.15
Photocopies B/W (11"x17") (per each)	$ 0.25	$ 0.26
Photocopies color (8.5"x11") (per each)	$ 1.00	$ 1.02
Photocopies color (11"x17") (per each)	$ 1.50	$ 1.54
Digital ortho plotting (per sheet)	$ 3.00	$ 3.07
Plots (B/W on bond) (per square foot)	$ 1.50	$ 1.54
Plots (color on bond) (per square foot)	$ 3.00	$ 3.07
Plots (color on photographic paper) (per square foot)	$ 7.50	$ 7.68
Color graphics on foam board (per square foot)	$ 7.50	$ 7.68
Presentation board up to 48"x60" color mounted (per each)	$ 100.00	$ 102.44
Reproduction of CD/DVD (per each)	$ 40.00	$ 40.98
CDs/DVDs (per each)	$ 2.50	$ 2.56
Cardstock color (8.5"x11") (per each)	$ 2.50	$ 2.56
4"x6" digital color print (per each)	$ 1.00	$ 1.02
Historical aerial images (photographs, negatives, maps) (per each)	$ 125.00	$ 128.05
Aerial photographs (1" = 500' scale) (per each)	$ 100.00	$ 102.44
Maps and map records (per each)	$ 2.50	$ 2.56
Environmental field supplies (lathes, stakes, flagging, spray paint, etc.) (per day)	$ 60.00	$ 61.47
Noise meter rental (per day)	$ 100.00	$ 102.44
GPS receiver (rates applied to actual time GPS units are in use) (per hour)	$ 30.00	$ 30.73

Rates Adjusted

Quality Counts, LLC 24RFSQ17 Traffic Engineering Services (Bond Projects) RATE SCHEDULE IN PSA EXHIBIT D		
Turning Movement Counts	Cost	Additional Hour
2 Hour Minor Intersection	$ 180.00	$ 55.00
2 Hour Major Intersection	$ 280.00	$ 95.00
Extended Duration Counts	Cost	
13 Hour Minor Intersection	$ 785.00	
13 Hour Major Intersection	$ 1,325.00	
24 Hour Minor Intersection	$ 1,390.00	
24 Hour Major Intersection	$ 2,370.00	
ATR	1st 24 Hours	Each Additional Day
Volume ADT (1-3 Lanes)	$ 220.00	$ 90.00
Volume ADT (4+ Lanes)	$ 440.00	$ 160.00
Volume/Speed/Class ADT (1-3 Lanes)	$ 240.00	$ 110.00
Volume/Speed/Class ADT (4+ Lanes)	$ 480.00	$ 220.00
Mainline Radar (Volume/Length/Speed)	$ 725.00	$ 150.00
Unique Studies	Cost	Unit of Cost
Spot Speed Study (Hand Held Radar)	$ 280.00	2 Hours or 125 Cars Each Direction
Stop Sign Delay Study (per hour)	$ 210.00	Per Hour

Quality Counts, LLC 24RFSQ17 Traffic Engineering Services (Bond Projects) PROPOSED RATES		
Turning Movement Counts	Cost	Additional Hour
2 Hour Minor Intersection	$ 184.40	$ 56.34
2 Hour Major Intersection	$ 286.84	$ 97.32
Extended Duration Counts	Cost	
13 Hour Minor Intersection	$ 804.18	
13 Hour Major Intersection	$ 1,357.38	
24 Hour Minor Intersection	$ 1,423.97	
24 Hour Major Intersection	$ 2,427.92	
ATR	1st 24 Hours	Each Additional Day
Volume ADT (1-3 Lanes)	$ 225.38	$ 92.20
Volume ADT (4+ Lanes)	$ 450.75	$ 163.91
Volume/Speed/Class ADT (1-3 Lanes)	$ 245.87	$ 112.69
Volume/Speed/Class ADT (4+ Lanes)	$ 491.73	$ 225.38
Mainline Radar (Volume/Length/Speed)	$ 742.72	$ 153.67
Unique Studies	Cost	Unit of Cost
Spot Speed Study (Hand Held Radar)	$ 286.84	2 Hours or 125 Cars Each Direction
Stop Sign Delay Study (per hour)	$ 215.13	Per Hour

Rates Adjusted

McGray & McGray Land Surveyors, Inc. 24RFSQ17 Traffic Engineering Services (Bond Projects)		
	RATE SCHEDULE IN PSA EXHIBIT D (per hour)	PROPOSED RATE (per hour)
Conventional Field Crew Services		
1 man reconnaissance or data gathering	$ 140.00	$ 143.42
2 man survey crew, with vehicle and data collection	$ 190.00	$ 194.64
3 man survey crew, with vehicle and data collection	$ 225.00	$ 230.50
Fixed wing flight crew (includes pilot and sensor operator)	$ 225.00	$ 230.50
Helicopter flight crew (includes pilot and sensor operator)	$ 225.00	$ 230.50
Office/Professional/Technical Services		
Project Manager	$ 201.50	$ 206.42
GIS Technician - Senior	$ 107.17	$ 109.79
GIS Technician	$ 87.32	$ 89.45
Abstractor	$ 85.97	$ 88.07
Surveyor (RPLS) Senior	$ 188.06	$ 192.66
Surveyor (RPLS)	$ 166.57	$ 170.64
Survey Technician (Surveyor-In-Training) - SIT	$ 115.53	$ 118.35
Survey Technician	$ 95.38	$ 97.71
Certified Photogrammetrist	$ 107.47	$ 110.10
Aerial Mapping Technician	$ 94.03	$ 96.33
Aerial Office Technician	$ 90.00	$ 92.20
Aerial Processing Technician	$ 91.35	$ 93.58
LiDAR Task Lead	$ 107.47	$ 110.10
LiDAR Mapping Technician (Aerial)	$ 96.72	$ 99.08
LiDAR Office Technician (Aerial)	$ 96.72	$ 99.08
LiDAR Processing Technician (Helicopter, Fixed Wing, Mobile, UAS, Terrestrial)	$ 96.72	$ 99.08
Mapping Editor (includes QA/QC, Finishing & Finalization)	$ 102.09	$ 104.58
Orthophoto Specialist	$ 91.35	$ 93.58
Survey Field Crew Coordinator	$ 91.35	$ 93.58
Project Coordinator - Acquisition (Helicopter, Fixed Wing, Mobile, UAS, Terrestrial)	$ 107.47	$ 110.10
Project Coordinator - Helicopter, Fixed Wing, Mobile, UAS, Terrestrial	$ 107.47	$ 110.10
Administrative/Clerical	$ 85.97	$ 88.07
Specialized Equipment		
ATV (All-Terrain Vehicle) (per day)	$ 85.00	$ 87.08
Additional Survey Vehicle (per day)	$ 100.00	$ 102.44
LiDAR Terrestrial Scanner (per hour)	$ 100.00	$ 102.44
UAV (Drone) Aerial Mapper (per day)	$ 5,000.00	$ 5,122.19
Mobile Mapper (per day)	$ 9,000.00	$ 9,219.94
Unusual equipment or additional service providers will be charged at cost and reimbursed with appropriate back-up.		

Commissioners Court - Regular Session **55.**

Meeting Date: 10/07/2025

SH 95, Seg 2 – LJA – WA#1

Submitted By: Ragan Riggs, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on Work Authorization No. 1 to the SH 95, Segment 2 contract executed October 7, 2025, between Williamson County and LJA Engineering relating to the LTP/Corridor Program.

Background

This Work Authorization No. 1 is for engineering services in the amount of $899,950.50 and terminates on September 30, 2026. Project: P729. Fund Source: LTP/Corridor

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Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

SH 95, Seg 2 – LJA – WA#1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	10/01/2025 09:49 AM
Form Started By: Ragan Riggs		Started On: 09/30/2025 01:51 PM
Final Approval Date: 10/01/2025		

EXHIBIT C

WORK AUTHORIZATION

WORK AUTHORIZATION NO. 1
PROJECT: SH 95 Segment 2

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated October 7th, 2025 and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and LJA Engineering (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 $899,950.50.

Part 3. Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on September 30th, 2026. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Engineer understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

Continued next page

Part 7. This Work Authorization is hereby accepted and acknowledged below.

ENGINEER:	COUNTY:
LJA Engineering	Williamson County, Texas
By: _____ Signature	By: _____ Signature
Derek Bohls, PE Printed Name	_____ Printed Name
Vice President Title	_____ Title
9/29/2025 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 - Fee Schedule

APPROVED
By Christen Eschberger at 1:08 pm, Sep 30, 2025

ATTACHMENT A
SERVICES TO BE PROVIDED BY THE COUNTY
FOR SH 95 – Segment 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.

2. Assistance to the Engineer, as necessary, with obtaining data and information from other local, regional, State and Federal agencies required for this project.

3. Obtain Rights of Entry from landowners that are unwilling to grant access to the Engineer.

4. Provide available appropriate County data on file including plans and specifications that are deemed pertinent to the completion of the work required by the scope of services (including previous hydraulic studies, models, previous reports and studies, available existing traffic counts, and design year traffic projections).

5. Provide available criteria and full information as to the client's requirements for the project. Provide examples of acceptable format for the required deliverables.

6. Provide information on any meetings/discussions held with adjoining property owners that may impact the project.

7. Provide timely reviews and decisions necessary for the Engineer to maintain the project work schedule. Review recommendations offered by the Engineer, progress of work, and final acceptance of all documents.

8. Submittal of documentation and permits to regulatory agencies for review and comment, when specified.

9. Support project development efforts with stakeholders, coordinate meetings and interface with stakeholders, as needed.

10. Post and maintain project information for public consumption on the County website.

11. Assist with Coordination between the Engineer and the County's other consultants.

12. Negotiate with all utility companies for any agreements and/or relocations required.

ATTACHMENT B
SERVICES TO BE PROVIDED BY THE ENGINEER FOR
SH 95 – SEGMENT 2

PROJECT DESCRIPTION

Project Limits

The Project Limits are along SH 95 from Proposed Samsung Hwy to FM 1660, length is 3.4 miles.

Existing Facility

The existing TXDOT facility is a 2-lane uncurbed asphalt road with 2 bridges and 2 culverts within the project limits. The existing ROW varies from 100'-130'.

Proposed Facility

The proposed ultimate facility is a controlled access facility with2 mainlanes in each direction separated by a depressed median , 2 three-lane frontage roads, ramps, 2 shared use paths (one on each side of the Right-of-Way). The Samsung Hwy interchange is part of this proposal. The proposed ROW width will typically be 350 feet wide; however, it may vary to accommodate drainage, including, detention ponds and drainage easements. There are bridges and culverts proposed along the project as there are multiple stream crossings with different spans. An Intersection Control Evaluation (ICE) Stage 1 analysis is required all major intersections and arterials.

Design Criteria

The proposed design criteria for the project will be developed from TxDOT design criteria.

1. PROJECT MANAGEMENT

   a. COMMUNICATION:

      - Engineer shall designate one Licensed Professional Engineer (Texas) to be responsible for the project management, and all communications with the County and its representatives.

   b. MONTHLY PROGRESS REPORTS, INVOICES, AND BILLINGS (**10** months assumed):

      - Submit monthly progress status reports to the GEC. Progress reports will include: deliverable table, tasks completed, tasks/objectives that are planned for the upcoming periods, lists or descriptions of items or decisions needed from the County and its representatives. Subconsultant progress will be incorporated into the monthly progress report. A copy of the monthly progress report will be uploaded to ProjectWise.

- Prepare correspondence, invoices, and progress reports on a monthly basis in accordance with current County requirements.

- If the project exceeds the assumed duration as noted, additional scope and fee modifications may be required.

c. QUALITY ASSURANCE AND QUALITY CONTROL (QA/QC) PLAN:

- Prepare a project specific QA/QC plan and submit to the County within thirty (30) days of notice to proceed.

- For each deliverable submittal, provide evidence of their internal review and mark-up of that deliverable as preparation for submittal and in accordance with submitted project specific QA/QC plan.

- Provide continuous QA/QC throughout the duration of the scheduled services included herein to appraise both technical and business performance and provide direction for project activities.

d. PROJECT COORDINATION & ADMINISTRATION:

- Prepare and maintain routine project record keeping including records of meetings and minutes.
- Correspondence and coordination will be handled through & with the concurrence of the GEC.
- Manage Project activities (including documenting emails, phone and conference calls, maintain project files for the length of the project, meeting agendas, meeting minutes, and schedule meetings), direct Engineer's team/staff, coordinate and review sub-consultant work, correspond with the County and its representatives, and assist the County and its representatives in preparing responses to Project-related inquiries.

e. PROGRESS/COORDINATION MEETINGS (**24** external meetings assumed):

- Attend an in-person kickoff meeting and subsequent in-person coordination/progress meeting with the County and its representatives and stakeholders, as necessary to communicate development of the project and design issues.
- Prepare agenda and sign-in sheets for external coordination/progress meetings.
- Prepare meeting minutes for review via email within three (3) business days of the external coordination/progress meeting.

- Conduct internal coordination meetings as required to advance the development of the project.
- If the number of external project meetings exceeds the assumed number as noted, additional scope and fee modifications may be required.

f. PROJECT DESIGN SCHEDULE:

- Baseline Schedule - Submit a Critical Path Method (CPM) Baseline Schedule in calendar day (CD) format to the County for approval, using P6 Primavera or Microsoft Project in both pdf and native formats within 14 calendar days of the Work Authorization execution. This schedule should detail all work activities, including those by the County affecting the critical path. It shall outline the execution strategy, critical path, milestones, deliverables, and for each activity, its predecessors, successors, start and end dates, and float. Changes to schedule activities, durations, and dates require County consent, except for adjustments due to approved supplements or County-sanctioned project duration changes.

- Progress Schedule – Submit an updated Progress Schedule with each significant milestone and/or deliverable identified by the County, detailing actual work completion percentages and incorporating all approved supplements. If the schedule deviates from the baseline, a recovery schedule approved by the County is required.

g. PROJECT DOCUMENTS/FILES:

- All contract documents, including native files, shall be turned over to the County at each milestone and at the completion of the project or as requested. Documents shall be posted to the County's project management database.

h. DELIVERABLES (electronic only):

- Monthly Invoices and Progress Reports including Deliverable Table
- Project Specific QA/QC Plan
- Meeting Minutes, Sign-In Sheets, and Agendas
- Project Schedule and Updates
- Project Files
- QA/QC Documentation with Deliverable
- Project Baseline Schedule and Progress Schedule with Milestone Deliverables

2. ROUTE AND DESIGN STUDIES

a. DATA COLLECTION:

- Perform record research and obtaining existing information, including but not limited to: as-built plans, construction plans, right of way maps, traffic data, environmental reports, studies, future land use maps, floodplain data, floodplain, geotechnical reports, pavement design reports, and drainage models and analyses. Obtain construction plans for projects within the project limits and abutting TxDOT and County Roads. Obtain drainage studies, reports, and mapping for the project area, including reports for developments affecting the drainage area.

- Conduct a field investigation of the proposed roadway alignment and the surrounding area to determine field conditions including photographic record of notable existing features. Pavement Condition Assessment per the Williamson County Design Manual should be conducted during the field investigation.

- Develop and maintain adjacent property ownership information (including owner's name, tenant name for leased property, mailing address, property address, property id number) spreadsheet to be used for disseminating project information.
- Review aerial photography and contours provided by Williamson County. County provided aerial photography and contours will be the basis for developing all constraints maps and route options.
- Obtain available existing traffic counts. Obtain traffic projections from the County and evaluate if the projections need adjusting.

- Review the data collected and organize the information.

b. DESIGN CRITERIA:

- Submit a Design Summary Report (DSR) per TxDOT Roadway Design Manual.

c. CONSTRAINTS MAP (**3** preliminary alignments assumed):

- Develop evaluation criteria to assist in evaluating route alignment alternatives.

- Develop a constraints map and technical memorandum that includes environmental concerns, known constraints (structures, floodplain, karst features), aerial photography, contour information, utility information,

based on research of public databases and sources and details screening measures and decision practices for eliminating non-viable corridors.

- Develop preliminary alignments and preliminary costs for use in soliciting input during coordination meetings with stakeholders.

- Refine preliminary alignment based on stakeholder input, design criteria, existing structures, potential displacements, right of way limits and requirements, known developments, FEMA floodplain areas, existing and proposed drainage structures and issues.

d. DELIVERABLES:

- Results of Records Research of Existing Information to ProjectWise.
- Property Owner Spreadsheet and Updates
- Constraints Map Preliminary Alignments and Technical Memorandum (pdf and hardcopies).
- Constraints Map Refined Alignment and Technical Memorandum Recommendation (pdf and hardcopies).
- Design Summary Report and typical sections (pdf and hardcopies)

3. <u>PUBLIC INVOLVEMENT</u>

a. PUBLIC INVOLVEMENT SUPPORT

- Review the project's Public Involvement plan prepared by others.
- Provide information or data for fact sheets and FAQs (assumed 1 fact sheet)
- Provide exhibits for website and other project information sites (up to **3** exhibits assumed).

b. PROPERTY OWNER MEETING SUPPORT

Public involvement activities will be conducted through the County's existing public involvement contract with Rifeline. The engineer will provide support for the Public Involvement plans for the following activities:

- Prepare materials and provide support and exhibits for meetings with Individual Property Owners (up to **48** exhibits).
- Provide property owner exhibits identifying parent tract (including area) and right-of-way acquisition (including parcel acquisition and remainder areas).

- One person will attend meetings as requested (up to **12** meetings assumed).
- If the number of property owner meetings exceeds the assumed number as noted, additional scope and fee modifications may be required.

c. STAKEHOLDER MEETINGS

- Coordinate with affected state and local agencies and County's consultants via in-person stakeholder meeting.
- Prepare agendas, sign in sheets, meeting minutes, discussion topics, presentations, overall exhibits, and maps of the project limits for stakeholder coordination meetings. (up to **3** meetings assumed).
- If the number of stakeholder meetings exceeds the assumed number as noted, additional scope and fee modifications may be required.

d. DELIVERABLES:

- Input on fact sheets, FAQs, and exhibits for website.
- Property owner exhibits (native file, pdf, and hardcopies).
- Stakeholder meeting agendas, exhibits, and meeting minutes.

4. UTILITY COORDINATION SUPPORT

Direct coordination with utilities will be conducted through the County's existing utility coordination contract with Cobb Fendley and Associates. The Engineer will provide support as described below:

a. INCORPORATE UTILITY INFORMATION INTO ENGINEERING DRAWINGS

- Incorporate utility information provided by others into design files. The Engineer will not be responsible for providing utility designs required from this project.
- Add utility notes to plans and exhibits as necessary.
- Optimize the project design to minimize utility impacts and relocations

b. UTILITY MEETINGS

- Meet with utility coordinator and review utility impacts and potential relocations to identify appropriate approach to reducing/mitigating impacts [up to 6 meetings].
- Attend meetings with utilities as requested [up to 2 meetings]

- If the number of meetings exceeds the assumed number as noted, additional scope and fee modifications may be required.
- Prepare meeting minutes for review via email within three (3) business days of the meeting.

c. DELIVERABLES (electronic only):

- Utility information incorporated into plans and design files.
- Reviews of utility relocation plans. (assume up to two reviews per utility relocation, assume up to 5 utility relocations).

5. RIGHT OF WAY (ROW) AND MAPPING

a. ROW MAP:

- Research Williamson County Appraisal District information and compile parcel information to be displayed into schematic and property owner exhibits.
- Prepare a table formatted list of impacted tracts.
- Upon notice to proceed, the Surveyor shall download the Williamson County Appraisal District parcel lines for utilization in the ROW basemap. Utilizing the CAD parcel lines and the associated deed research, the Surveyor shall create a ROW basemap depicting current ownership and approximate property lines. No field surveys will be conducted for this effort and no boundary or ROW analyzation will be performed. Approximate boundary and ROW lines shown on the ROW basemap will be from CAD parcel lines only.

b. DELIVERABLES:

- Preliminary Schematic displaying owner parcel information and affected property owner list (drawing file, and pdf)
- Final Schematic displaying owner parcel information and affected property owner list (drawing file, and pdf)
- Property owner exhibits (drawing file, and pdf)

6. SCHEMATIC DEVELOPMENT

a. SCHEMATIC:

- Prepare preliminary schematic submittal per Williamson County submittal requirements and selected design criteria including proposed cross sections, typical sections, roadway centerline, proposed drainage structures, direction of flow and number of travel lanes, intersecting streets, property boundaries and information, ROW and easement locations, preliminary pavement section, driveway locations, horizontal alignment data, profile data, identification of known utilities, retaining wall locations and bridge types, limits and bent locations. Optimize bridge limits to balance spanning wide flood plains with mitigation requirements.

- Prepare final schematic submittal per Williamson County submittal requirements and selected design criteria.

- Structures anticipated to be considered during preliminary route and schematic development include:

- 4 Direct Connectors at SH 95/Samsung Hyw interchange (Only 1 route option is anticipated for evaluation after alignment selection. Intersection geometry is set by A2 design).

- 1 Grade separations at arterial/signalized locations as identified in the County's LRTP.

- 2 water crossing locations (EB/WB mainlanes and EB/WB frontage road bridges will be considered at each location).

- Prepare a Stage 1 ICE analysis at major intersections and signalized intersections. Perform a 12-hour turning movement volume count along SH 95 on a typical weekday during the AM and PM peak hours. Forecast the base year traffic volumes to design year volumes using an annual growth rate to account for background traffic growth. Trip generation, distribution, and assignment for any site development is NOT anticipated and therefore excluded from this contract.

- Utilize TxDOT approved tools to ensure safety-driven decisions are considered during the schematic design process. Perform Intersection Control Evaluations (ICE) Stage 1 analysis along SH 95 & the future LRTP intersection, and intersections per TxDOT guidelines to determine the most appropriate and safe control strategies. This process includes Safety Performance for Intersection Control Evaluation (SPICE) to evaluate the anticipated safety performance as well as using CAP-X tool to determine

capacity and v/c ratios of various control types during the scoping and screening stages of the project development process. If ICE Stage 2 analysis is required, it will NOT be performed as part of this contract

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b. DELIVERABLES:

- Preliminary Schematic Submittal including cost estimate per submittal requirements.
- Final Schematic Submittal including cost estimate per submittal requirements.
- ICE Analysis Stage 1 Memorandum report.

7. DRAINAGE STUDY

a. HYDROLOGIC/HYDRAULIC MODELING (**2** major channel crossings, **7** cross drainage structures assumed):

- Prepare hydrologic and hydraulic models or modify existing models (FEMA, drainage districts, river authorities, cities, etc.) if available, to define the drainage infrastructure required for the project. Detail the methodologies employed and recommendations. The analysis will include: preparation of a preliminary design of the right of way drainage system, cross drainage structures, bridges, right-of-way drainage, major channel crossings to reflect the existing and proposed conditions, recommended minimum pavement elevations based on cross drainage flood elevations, right of way requirements, identify potential needs for FEMA Coordination. HEC-RAS shall be utilized for all stream modeling. HY-8 will be utilized for all culverts. Atlas 14 impacts will be reviewed and incorporated.

- Develop existing channel cross sections based on data collection.

- Exhibits and analysis will be prepared in the GIS environment to the extent practical.

- If the number of channel crossings and structures exceeds the assumed number as noted, additional scope and fee modifications may be required.

b. FEMA COORDINATION:

- Coordinate with Local Floodplain Administrator as necessary throughout the project.

c. IMPACT AND MITIGATION ANALYSIS:

- Prepare an impact analysis to determine increases in peak flow rates for the 100-year storm including: existing and proposed peak flow rates, mitigation analysis, conceptual detention basin layouts, design of control structures, routing of storm hydrographs through basins, calculate the volume of fill to be placed in the 100-year floodplain, and recommend locations for compensatory storage.; provide preliminary analysis for ultimate build out to determine ROW footprint.

d. DELIVERABLES (Electronic only):

- Preliminary & Final Drainage Report.

8. ENVIRONMENTAL SERVICES

a. DESKTOP LEVEL REVIEW AND FIELD RECONNAISSANCE (electronic only):

- Identify and gather data on environmental concerns and known constraints (cultural sites, potential waters of the U.S., hazardous material sites, floodplain, threatened and endangered species) based on research of public databases and sources, to be included into the ROW footprint Layout. Perform a field reconnaissance from public ROW. Follow Williamson Design Criteria Manual.

- Prepare memo summarizing concerns and environmental constraints for each alternative for justification of preferred alternative.

b. DELIVERABLES (electronic only):

- Draft and Final Environmental Constraints Memo

9. EXCLUSIONS

a. CONSTRUCTION PHASE SERVICES

b. TRAFFIC DATA COLLECTION

c. TXDOT NEPA DOCUMENTATION

d. NATIONWIDE PERMIT (NWP) 14 WITH A PRE-CONSTRUCTION NOTIFICATION (PCN)

e. INTERIM SCHEMATIC

f. PLAN PREPARATION (PS&E) SERVICES

g. BIDDING PHASE SERVICES

h. UTILITY RELOCATION ESTIMATES

i. GEOTECHNICAL ENGINEERING

j. NOISE WALLS

k. TRAFFIC CONTROL/CONSTRUCTION SEQUENCE

l. BRIDGE LAYOUTS

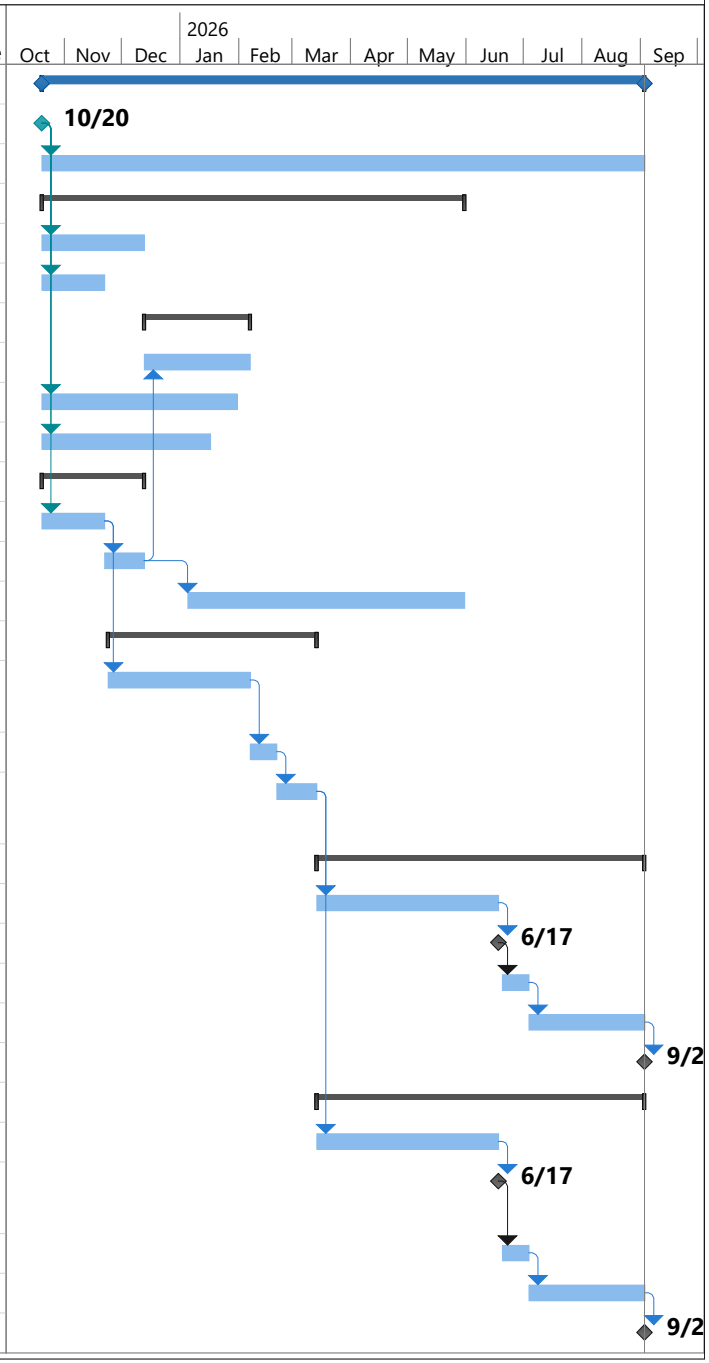
m. CONSTRUCTION TIME DETERMINATION

n. CLOMR OR LOMR

o. SURVEYING SERVICES

SH 95 - Segment 2
Attachment C - Schedule

ID	Task Name	Duration	Start	Finish	% Complete
0	**SH 95 Segment 2**	**318 days**	**Mon 10/20/25**	**Wed 9/2/26**	**0%**
1	NTP	0 days	Mon 10/20/25	Mon 10/20/25	0%
2	Project Management	318 days	Mon 10/20/25	Wed 9/2/26	0%
3	**Route and Design Studies**	**223 days**	**Mon 10/20/25**	**Sat 5/30/26**	**0%**
4	ICE Report	54 days	Mon 10/20/25	Fri 12/12/25	0%
5	Data Collection	33 days	Mon 10/20/25	Fri 11/21/25	0%
6	**Environmental**	**56 days**	**Sat 12/13/25**	**Fri 2/6/26**	**0%**
7	Environmental Constraints Analysis	56 days	Sat 12/13/25	Fri 2/6/26	0%
8	**Stakeholder Coordination**	103 days	Mon 10/20/25	Fri 1/30/26	0%
9	**ROW Mapping**	88 days	Mon 10/20/25	Fri 1/16/26	0%
10	**Alignment/Constraints Map**	**54 days**	**Mon 10/20/25**	**Fri 12/12/25**	**0%**
11	Draft Alignment/Constraints Map	33 days	Mon 10/20/25	Fri 11/21/25	0%
12	Final Alignment Constraints Map	21 days	Sat 11/22/25	Fri 12/12/25	0%
13	**Public Involvement**	146 days	Mon 1/5/26	Sat 5/30/26	0%
14	**Corridor Route Study**	**110 days**	**Mon 11/24/25**	**Fri 3/13/26**	**0%**
15	Draft Corridor Route Study Report/Draft DSF & Typical	75 days	Mon 11/24/25	Fri 2/6/26	0%
16	GEC Review	14 days	Sat 2/7/26	Fri 2/20/26	0%
17	Final Corridor Route Study Report/Final DSF & Typical	21 days	Sat 2/21/26	Fri 3/13/26	0%
18	**Schematic Development**	**173 days**	**Sat 3/14/26**	**Wed 9/2/26**	**0%**
19	Draft Schematic Development	96 days	Sat 3/14/26	Wed 6/17/26	0%
20	Submit Draft Schematic for Review	0 days	Wed 6/17/26	Wed 6/17/26	0%
21	GEC Review	14 days	Sat 6/20/26	Fri 7/3/26	0%
22	Final Schematic Development	61 days	Sat 7/4/26	Wed 9/2/26	0%
23	Submit Final Schematic	0 days	Wed 9/2/26	Wed 9/2/26	0%
24	**Drainage Study**	**173 days**	**Sat 3/14/26**	**Wed 9/2/26**	**0%**
25	Draft Drainage Study Development	96 days	Sat 3/14/26	Wed 6/17/26	0%
26	Submit Draft Drainage Study for Review	0 days	Wed 6/17/26	Wed 6/17/26	0%
27	GEC Review	14 days	Sat 6/20/26	Fri 7/3/26	0%
28	Final Drainage Study Development	61 days	Sat 7/4/26	Wed 9/2/26	0%
29	Submit Final Drainage Study	0 days	Wed 9/2/26	Wed 9/2/26	0%



ATTACHMENT D - FEE SCHEDULE		
SERVICES FOR SH 95 SEG 2 - FUTURE SAMSUNG HWY TO FM 1660 (WA #1):		
LABOR		
LJA Engineering (Prime)	$	337,695.00
WSB (Route & Design Studies)	$	183,880.00
Garver (Schematic)	$	180,128.00
STV (Schematic)	$	177,720.00
SWCA (Environmental)	$	16,236.40
DIRECT COSTS		
LJA Engineering (Prime)	$	232.00
WSB (Route & Design Studies)	$	470.00
Garver (Schematic)	$	673.70
STV (Schematic)	$	1,755.00
SWCA (Environmental)	$	1,160.40
TOTAL	**$**	**899,950.50**

LJA Engineering
Attachment D - Fee Schedule

SH 95 SEG 2 - FUTURE SAMSUNG HWY TO FM 1660 (WA #1)															
	TASK DESCRIPTION	Project Principal 310.00 HOURS	Senior Project Manager 290.00 HOURS	Project Manager 260.00 HOURS	Quality Manager 260.00 HOURS	Senior Engineer 240.00 HOURS	Project Engineer 210.00 HOURS	Design Engineer 185.00 HOURS	Graduate Engineer 150.00 HOURS	Senior Engineering Technician 160.00 HOURS	Senior CADD Operator 145.00 HOURS	CADD Technician 120.00 HOURS	Public Involvement Specialist 230.00 HOURS	Admin 90.00 HOURS	Total HOURS
TASK 1 – PROJECT MANAGEMENT															
1.a	**Communication**														
	Project management communication with County and its representatives			4											4
1.b	**Monthly Progress Report, Invoices, & Billings (10 months assumed)**														
	Monthly Progress Reports			5											5
	Monthly Invoices			5											5
1.c	**QA/QC Plan**														
	Prepare QA/QC Plan		1	2											3
	Internal QA/QC at Each Deliverable		2	8											10
	Provide Continuous QA/QC Throughout Project		2	8											10
1.d	**Project Coordination & Administration**														
	Prepare Project Records & Meeting Minutes		4	8											12
	Coordination with the GEC		8	24											32
	Manage Project Activities (emails, calls, meetings, manage/review subs, coordination)		8	24											32
1.e	**Progress/Coordination Meetings**														
	Kickoff and Progress Meetings with County and Representatives			4											4
	Attend meetings with GEC (24)			16											16
	Prepare Agenda and Sign-in Sheets			4											4
1.f	**Project Design Schedule**														
	Maintain a Project Schedule			2											2
	Maintain Project Deliverables Table			2											2
	TASK 1 TOTAL HOURS	0.0	25.0	116.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	141.0
	TASK 1 TOTAL FEE	$0	$7,250	$30,160	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$37,410
TASK 2 – ROUTE AND DESIGN STUDIES															
	(See WSB Fee)														
TASK 3 – PUBLIC INVOLVEMENT															
	(See WSB Fee)														
TASK 4 – UTILITY COORDINATION SUPPORT															
4.a	**Incorporate Utility Information**														
	Incorporate Utility Information into Engineering Drawings			8					40						48
4.b	**Utility Meetings (6 assumed)**														
	Meet with utility coordinator and review utility impacts and potential relocations		8	8											16
	TASK 4 TOTAL HOURS	0.0	8.0	16.0	0.0	0.0	0.0	0.0	40.0	0.0	0.0	0.0	0.0	0.0	64.0
	TASK 4 TOTAL FEE	$0	$2,320	$4,160	$0	$0	$0	$0	$6,000	$0	$0	$0	$0	$0	$12,480

LJA Engineering
Attachment D - Fee Schedule

SH 95 SEG 2 - FUTURE SAMSUNG HWY TO FM 1660 (WA #1)															
TASK DESCRIPTION		Project Principal 310.00 HOURS	Senior Project Manager 290.00 HOURS	Project Manager 260.00 HOURS	Quality Manager 260.00 HOURS	Senior Engineer 240.00 HOURS	Project Engineer 210.00 HOURS	Design Engineer 185.00 HOURS	Graduate Engineer 150.00 HOURS	Senior Engineering Technician 160.00 HOURS	Senior CADD Operator 145.00 HOURS	CADD Technician 120.00 HOURS	Public Involvement Specialist 230.00 HOURS	Admin 90.00 HOURS	Total HOURS
TASK 5 – ROW MAPPING															
5.a	**ROW Map**														
	Research and compile online parcel data.			2		2	4	8	16	16					48
	Draft ROW Map and list of impacted tracts.			2				8		16					26
5.b	**Parcel Acquisition Documents (up to 48 assumed)**														
	Provide Property Owner Exhibits			4			8	24	40		24	40			140
	TASK 5 TOTAL HOURS	0.0	0.0	8.0	0.0	2.0	12.0	40.0	56.0	32.0	24.0	40.0	0.0	0.0	214.0
	TASK 5 TOTAL FEE	$0	$0	$2,080	$0	$480	$2,520	$7,400	$8,400	$5,120	$3,480	$4,800	$0	$0	$34,280
TASK 6 – SCHEMATIC DEVELOPMENT															
	(See Garver and STV Fee)														
6.a	**ICE Analysis/Report**														
	Prepare ICE Analysis Stage 1 for Major & Signalized Intersections		4	4		16	8	16	40						88
	TASK 6 TOTAL HOURS	0.0	4.0	4.0	0.0	16.0	8.0	16.0	40.0	0.0	0.0	0.0	0.0	0.0	88.0
	TASK 6 TOTAL FEE	$0	$1,160	$1,040	$0	$3,840	$1,680	$2,960	$6,000	$0	$0	$0	$0	$0	$16,680
TASK 7 – DRAINAGE STUDY															
7.a	**Hydrologic/Hydraulic Modeling**														
	Data Collection/Create base maps					24			40						64
	Site Visit/Take Pictures					8	8		8						24
	Coordinate Crossing Utilities (11 Crossings)			4		11									15
	Boggy Creek Bridge														0
	a. Existing Model HEC-RAS (Update WILCO Atlas 14 Model)			2		4	4	8	8						26
	b. Proposed Model HEC-RAS			2		12	16	16	24						70
	Battleground Creek Bridge														0
	a. Existing Model HEC-RAS (Update WILCO Atlas 14 Model)			2		4	4	8	8						26
	b. Proposed Model HEC-RAS			2		12	16	16	24						70
	Bridge-class Culvert (1)														0
	a. NRCS UH Hydrology HEC-HMS			2		4	4	8	8						26
	b. Create Existing HEC-RAS Model			2		4	4	8	8						26
	c. Create Proposed HEC-RAS Model			2		4	4	8	8						26
	Minor Culverts (2)														0
	a. Rational Method and NRCS UH Hydrology HEC-HMS			2		5	5	8	10						30
	b. Create Existing HY-8 Models (2)			2		4	4	4	8						22
	c. Create Proposed HY-8 Models (2)			2		4	4	4	8						22
	ROW Drainage (Roadside Ditch Profile and Geometry)			4		40	40	40	40						164
	Determine ROW and Easement Needs			4		4	4	4	16						32
7.b	**FEMA Coordination**														
	FEMA Coordination			2		8									10
7.c	**Impact and Mitigation Analysis**														
	Pre-project Conditions Hydrologic Model (5 POIs)			2		12	12	12	40						78
	Post-project Conditions Hydrologic Model (5 POIs)			2		12	12	12	40						78
	2YR, 10YR, 25YR, 100YR Pre vs. Post Comparison (5 POIs)			2		8	8	8	24						50
	Impact Assessment (5 POIs)			2		12									14
	Waterway Stability Impact Analysis (5 POIs)			2		5	5	5	10						27
	Detention Pond Design (Malcolm Small Watershed Method) (5 POIs)			2		24	24	24	40						114
7.d	**Deliverables**														
	Preliminary Drainage Report			16		32	20	24	24					16	132
	Final Drainage Report			16		16	8	16	16					16	88
	TASK 7 TOTAL HOURS	0.0	0.0	78.0	0.0	273.0	206.0	233.0	412.0	0.0	0.0	0.0	0.0	32.0	1234.0
	TASK 7 TOTAL FEE	$0	$0	$20,280	$0	$65,520	$43,260	$43,105	$61,800	$0	$0	$0	$0	$2,880	$236,845
TASK 8 – ENVIRONMENTAL															
	(See SWCA Fee)														
	TOTAL SH 95 SEG 2 Tasks														
	TOTAL HOURS (LJA)	0.0	37.0	222.0	0.0	291.0	226.0	289.0	548.0	32.0	24.0	40.0	0.0	32.0	1741.0
	TOTAL LABOR FEE (LJA)	0.0	10730.0	57720.0	0.0	69840.0	47460.0	53465.0	82200.0	5120.0	3480.0	4800.0	0.0	2880.0	$337,695

LJA Engineering
Attachment D - Fee Schedule

SH 95 SEG 2 - FUTURE SAMSUNG HWY TO FM 1660 (WA #1)			
LJA'S OVERHEAD DIRECT COSTS			
DIRECT REIMBURSABLE EXPENSES	**Rate**	**Quantity**	**Cost**
Toll Charges	$2.00	32	$64.00
Mileage	$0.70	240	$168.00
		TOTAL LJA DIRECT COSTS	**$232.00**

SH 95 Segment 2
Work Authorization No. 1
Attachment D - Fee Schedule

WSB & Associates, Inc. (WSB)	Principal/Sr. Advisor	Sr. Project Manager	Project Manager	Deputy Project Manager	Sr. Engineer II	Sr. Engineer I	Project Engineer	Design Engineer I	Graduate Engineer	CADD/GIS Operator	Jr. CADD/GIS Operator	Environ/ Transportation Planner	Sr. Environ Specialist	Environ Specialist	Admin/ Clerical	Total Labor Hours	Task Cost
	$410.00	$370.00	$350.00	$340.00	$335.00	$280.00	$230.00	$180.00	$150.00	$135.00	$90.00	$185.00	$170.00	$140.00	$110.00		
2. Route and Design Studies																	
a. Data Collection					4		8	8	40	24		12	12			**108**	
b. Design Criteria						4			8		24					**36**	
c. Constraints Map (3 Preliminary Alignments assumed)					40	40		160	240	52	80	100	40	40	24	**816**	
TASK HOURS SUB-TOTALS	0	0	0	0	44	44	8	168	288	76	104	112	52	40	24	**960**	
TASK FEE TOTAL	$0.00	$0.00	$0.00	$0.00	$14,740.00	$12,320.00	$1,840.00	$30,240.00	$43,200.00	$10,260.00	$9,360.00	$20,720.00	$8,840.00	$5,600.00	$2,640.00		**$159,760.00**
3. Public Involvement																	
a. Public Involvement Support					12											**12**	
b. Property Owner Meeting Support (one person attend up to 12 meetings)					36											**36**	
c. Stakeholder Meetings					24											**24**	
TASK HOURS SUB-TOTALS	0	0	0	0	72	0	0	0	0	0	0	0	0	0	0	**72**	
TASK FEE TOTAL	$0.00	$0.00	$0.00	$0.00	$24,120.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		**$24,120.00**
TOTAL WSB LABOR HOURS	0	0	0	0	116	44	8	168	288	76	104	112	52	40	24	**1032**	
TOTAL WSB LABOR COSTS	$0.00	$0.00	$0.00	$0.00	$38,860.00	$12,320.00	$1,840.00	$30,240.00	$43,200.00	$10,260.00	$9,360.00	$20,720.00	$8,840.00	$5,600.00	$2,640.00		**$183,880.00**

OTHER DIRECT EXPENSES	QUANTITY	UNIT	Rate	TOTAL
WSB Direct Expenses:				
Toll Charges	25	EA	$2.00	$50.00
Mileage	600	MILE	$0.700	$420.00
SUBTOTAL DIRECT EXPENSES				**$470.00**

SUMMARY	
Subtotal Labor	**$183,880.00**
Subtotal Direct Expenses	**$470.00**
TOTAL WSB FEE	**$184,350.00**

Garver
Attachment D - Fee Schedule

SH 95 Segment 2 - WA #1													
TASK DESCRIPTION		Project Director	Project Manager	Sr. QC Reviewer	Senior Project Engineer	Project Engineer	Design Engineer (Engineer 3)	EIT (Engineer 2)	EIT (Engineer 1)	Admin/ Clerical	Sr. Structural Engineer	Structural Engineer	Total
		$475.00	$333.00	$272.00	$272.00	$223.00	$191.00	$171.00	$146.00	$152.00	$333.00	$272.00	
		HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS
TASK 1 – PROJECT MANAGEMENT													
1.b	**Monthly Progress Report, Invoices, & Billings (5 months assumed)**												
	Monthly Progress Reports		5							5			10
	Monthly Invoices		5							5			10
1.c	**QA/QC Plan**												
	Internal QA/QC at Each Deliverable (Draft and Final SCH)		5	20		20	15						75
	Provide Continuous QA/QC Throughout Project	1	10		1	5							17
1.e	**Progress/Coordination Meetings**												
	Maintain a Project Schedule		2			4							6
	TASK 1 TOTAL HOURS	1.0	27.0	20.0	1.0	29.0	15.0	0.0	0.0	10.0	0.0	0.0	118.0
	TASK 1 TOTAL FEE	$475	$8,991	$5,440	$272	$6,467	$2,865	$0	$0	$1,520	$0	$0	$28,820
TASK 2 – ROUTE AND DESIGN STUDIES													
2.b	**Design Criteria**												
	Submit a Design Summary Form (DSF) and Typical Sections - Garver to provide input on Roadway & Bridge Items for DSF preparation		1	2		2	2	4	4				15
	TASK 2 TOTAL HOURS	0.0	1.0	2.0	0.0	2.0	2.0	4.0	4.0	0.0	0.0	0.0	15.0
	TASK 2 TOTAL FEE	$0	$333	$544	$0	$446	$382	$684	$584	$0	$0	$0	$2,973
TASK 4 – UTILITY COORDINATION SUPPORT													
4.a	**Incorporate Utility Information**												
	Incorporate Existing Utility Information into Engineering Drawings		1				10	10					46
4.b	**Utility Meetings (1 meeting assumed)**												
	Meet with utility coordinator and review utility impacts and potential relocations		2			2		4	4				16
	TASK 4 TOTAL HOURS	0.0	3.0	0.0	0.0	2.0	10.0	14.0	4.0	0.0	0.0	0.0	62.0
	TASK 4 TOTAL FEE	$0	$999	$0	$0	$446	$1,910	$2,394	$584	$0	$0	$0	$11,367
TASK 5 – ROW AND MAPPING													
5.a	**ROW Map**												
	Research and compile online parcel data.						2	2	4				20
	Prepare table / list impacted tracts.						2	2	4				20
5.b	**Parcel Acquisition Documents (Not Used)**												
	Provide Property Owner Exhibits												0
	TASK 5 TOTAL HOURS	0.0	0.0	0.0	0.0	0.0	4.0	4.0	8.0	0.0	0.0	0.0	40.0
	TASK 5 TOTAL FEE	$0	$0	$0	$0	$0	$764	$684	$1,168	$0	$0	$0	$6,504
TASK 6 – SCHEMATIC DEVELOPMENT													
6.a	**Schematic Development**												
	Prepare Preliminary Ultimate Schematic		5	8		8	20	30	50				211
	Prepare Final Ultimate Schematic		5	5		5	20	30	30				135
	Develop Corridor Model in ORD and proposed Cross Sections		2	5		5	40	90	90				252
	Prepare preliminary Bridge Structures (shown only on SCH - assumes no 11x17 bridge layouts)										10	40	50
	Prepare Preliminary and Final Cost Estimate			4		10		20	40				74
	TASK 6 TOTAL HOURS	0.0	12.0	22.0	0.0	28.0	80.0	170.0	210.0	0.0	10.0	40.0	722.0
	TASK 6 TOTAL FEE	$0	$3,996	$5,984	$0	$6,244	$15,280	$29,070	$30,660	$0	$3,330	$10,880	$130,464
TOTAL SH 95 Tasks													
	TOTAL HOURS (Garver)	1.0	43.0	44.0	1.0	61.0	111.0	192.0	226.0	10.0	10.0	40.0	957.0
	TOTAL LABOR FEE (Garver)	$475	$14,319	$11,968	$272	$13,603	$21,201	$32,832	$32,996	$1,520	$3,330	$10,880	$180,128

Garver
Attachment D - Fee Schedule

DIRECT EXPENSES

SERVICES TO BE PROVIDED	UNIT	ESTIMATED COST	QUANTITY	EXTENSION
Outsourced Printing	each	$ 1.00		$ -
Mileage (per mile)	mile	$ 0.70	391	$ 273.70
Parking Fees	day/person	$ 30.00		$ -
Highway Toll Charges	day/person	$ 50.00	8	$ 400.00
Postage	each	$ 0.78		$ -
Overnight Mail- letter size	each	$ 30.45		$ -
Overnight Mail – oversized box	each	$ 100.00		$ -
Courrier Services	each	$ 45.00		$ -
			TOTAL	**$ 673.70**

SH 95
Segment 2 (Future Samsung Hwy to FM 1660)
Williamson County

Fee Schedule/Budget

Project Phase	Task Description	Senior Technical Advisor	Project Manager	Senior Project Engineer	Project Engineer II	Design Engineer II	Sr. QC Reviewer	Admin/ Clerical	Total Labor Hours	Total Direct Labor Costs
		$400.00	$350.00	$300.00	$240.00	$180.00	$250.00	$130.00		
	1. PROJECT MANAGEMENT (10 months)									
b	Monthly Progress Reports, Invoices and Billings									
	1. Prepare and submit monthly progress reports		5						5	$ 1,750.00
	2. Prepare monthly invoices		5					12	17	$ 3,310.00
C	Quality Assurance and Quality Control									
	4. Provide QA oversight			6			24		30	$ 7,800.00
D	Project Coordination									
	1. Prepare and maintain project record keeping					4			4	$ 720.00
	2. Maintain continuous coordination with the GEC		8			8			16	$ 80.00
	3. Manage project activities.		16						16	$ 5,600.00
E	Progress/Coordination Meetings									
	1. Prepare for and attend kick-off meeting		4			8			12	$ 2,840.00
	2. Meet formally up to four (4) times		16		16				32	$ 9,440.00
	3. Prepare meeting minutes		4		12				16	$ 4,280.00
	1. PROJECT MANAGEMENT (10 months) Sub Total									
	HOURS SUB-TOTALS	0	58	6	28	20	24	12	**148**	
	SUBTOTAL	$ -	$ 20,300.00	$ 1,800.00	$ 6,720.00	$ 3,600.00	$ 6,000.00	$ 1,560.00		**$ 39,980.00**

SH 95
Segment 2 (Future Samsung Hwy to FM 1660)
Williamson County

Fee Schedule/Budget

Project Phase	Task Description	Project Manager	Senior Project Engineer	Project Engineer II	Project Engineer I	Design Engineer II	Design Engineer I	EIT II	EIT I	Sr Engineer Technician	Total Labor Hours	Total Direct Labor Costs
		$350.00	$300.00	$240.00	$215.00	$180.00	$160.00	$135.00	$115.00	$165.00		
	6. Schematic Development											
a	Schematic											
	Develop preliminary schematic plots and cross sections	8	16		60	240		80		80	484	$ 87,700.00
	Develop final schematic plots	2	6		40	80		40			168	$ 30,900.00
	Develop preliminary cost estimates		4		16		40	60			120	$ 19,140.00
											772	**$ 137,740.00**
	6. Schematic Development Sub Total											
	HOURS SUB-TOTALS	10	26	0	116	320	40	180	0	80	**772**	
	SUBTOTAL	$ 3,500.00	$ 7,800.00	$ -	$ 24,940.00	$ 57,600.00	$ 6,400.00	$ 24,300.00	$ -	$ 13,200.00		**$ 137,740.00**

Commissioners Court - Regular Session **56.**

Meeting Date: 10/07/2025

CR 313 Rule 11 Settlement Agreement

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 Rule 11 Settlement Agreement and Agreed Final Judgment with Brandi Ritchie and John Frederick Schimanski Jr. to acquire 0.603 AC needed as right of way on the CR 313 project (Parcel 3).

Background

Funding Source: LTP P457

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	10/01/2025 09:49 AM
Form Started By: Don Childs		Started On: 09/29/2025 04:48 PM
Final Approval Date: 10/01/2025		

Sheets & Crossfield, PLLC

ATTORNEYS AT LAW

309 East Main Street • Round Rock, TX 78664-5246

Phone 512-738-8740 (D) • fax 512-255-8986

adam@scrrlaw.com

September 22, 2025

RULE 11 SETTLEMENT AGREEMENT

Via e-mail jean@loarpllc.com
c/o Brandi Ritchie and John Fredrick Schimanski, Jr., Husband and Wife

Re: CR 313 Roadway Project
Cause No. 24-1130-CC1; *Williamson County, Texas v. Brandi Ritchie and John Fredrick Schimanski, Jr., Husband and Wife, All-In Credit Union, and Randolph-Brooks Federal Credit Union*; filed in the County Court at Law No. 1 of Williamson County, Texas

Dear Mrs. Phillips:

Following up on our recent correspondence, this letter is a Rule 11 Settlement Agreement (the "Agreement") between Williamson County, Texas ("County") and Brandi Ritchie and John Schimanski, Jr., Husband and Wife ("Owner"), in connection with the project identified herein and the 0.603 acres of land being acquired in fee simple as a part of the County Road 313 roadway improvements (the "Project"). The terms of this Agreement and the settlement reached are as follows:

1. This Rule 11 Settlement Agreement is for the resolution of the referenced condemnation case brought by Williamson County, Texas.

2. This agreement is contingent on final approval by Condemnor. Condemnor has forty-five (45) days from the Owner's execution of this Agreement to approve this Agreement. If approval is not provided, all terms of this Agreement are null and void.

3. The parties agree to pause the deadlines contained in the Agreed Docket Control Order filed in this cause on May 2, 2025.

4. Condemnor agrees to pay the total compensation of TWO HUNDRED THOUSAND and 00/100 Dollars ($200,000.00) in complete settlement of any and all claims which have been or which could have been made by the parties as a result of the events giving rise to the filing of the live petition in this case, including but not limited to, compensation for Condemnor's fee simple acquisition (Parcel 3), described in Exhibit "A" ("Property"), damages to the remainder, if any, and any costs to cure.

5. As additional compensation, the parties agree that the County will provide a Letter Regarding Additional Driveway, in the form attached hereto as Exhibit "B" and incorporated herein, stating that the County shall approve a second driveway on Owner's remaining property, should Owner submit a driveway permit application to the County in accordance with the County's and all other applicable driveway and spacing rules and regulations.

6. Subject to the approval of this Agreement and issuance of the Letter Regarding Additional Driveway, the parties agree to file an Agreed Final Judgment in the amount of TWO HUNDRED THOUSAND and 00/100 Dollars ($200,000.00) and in the form set forth in Exhibit "C" attached hereto, to be executed and submitted for entry by the parties within forty-five (45) days following filing of this Agreement with the Court.

    a. The amount of ONE HUNDRED FORTY-SEVEN THOUSAND SIX HUNDRED SIXTY AND 00/100 DOLLARS ($147,660.00) was previously deposited with the court on or about October 22, 2024, pursuant to the written Award of Special Commissioners filed among the papers of this cause on or about October 16, 2024.

    b. The remaining amount owed by the County is the amount of FIFTY-TWO THOUSAND THREE HUNDRED FORTY AND 00/100 DOLLARS ($52,340.00). The County will issue payment of the remaining $52,340.00 to Plaintiffs' Counsel by check within sixty (60) days of final entry and execution of the Agreed Final Judgment. The check should be made out to "Brandi Ritchie and John Schimanski, Jr., and their attorneys, LOAR PLLC". It should be mailed to Plaintiff's counsel's office located at 6101 W. Courtyard Dr., Bldg. 1, Ste. 150, Austin, TX 78730

If this letter correctly sets forth the terms of our agreement and the settlement reached between County and Owner, please so indicate by having the appropriate persons execute this letter in the space indicated below and return it to my attention. If we need to make alternate arrangements for pickup or collection of the document, just let us know that as well.

Sincerely,

Adam H. Hill
Sheets & Crossfield, PLLC
Attorney for Williamson County, Texas

AGREED AND ACCEPTED:
Brandi Ritchie and John Fredrick Schimanski, Jr., Husband and Wife

By: Jean Phillips
Jean Phillips /Attorney for Brandi Ritchie & John F. Schimanski Jr.

Date: 9/22/25

AGREED AND ACCEPTED:
WILLIAMSON COUNTY, TEXAS

By: _____

Its: _____

Date: _____

EXHIBIT A

County: Williamson
Parcel No.: 3
Tax ID: R493724
County Road: 313 East of County Road 332 Jarrell

METES AND BOUNDS DESCRIPTION

FOR A 0.603 ACRE (26,257 SQ. FT.) TRACT OF LAND SITUATED IN THE G. SCHNEIDER SURVEY, ABSTRACT NO. 579 AND THE G. SCHNEIDER SURVEY, ABSTRACT NO. 580, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF THE CALLED 5.28 ACRE TRACT OF LAND CONVEYED TO BRANDI RITCHIE AND JOHN FREDRICK SCHIMANSKI JR, WIFE AND HUSBAND, RECORDED IN DOCUMENT NO. 2020121288 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 0.603 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod found (Grid Coordinates: N=10268800.04, E=3160412.04) monumenting the southeast corner of said 5.28 acre Ritchie and Schimanski tract and the most southerly southwest corner of the called 6.31 acre tract of land conveyed to Raymond James Trust, N.A., Corporate Trustee of the Alexander Warden Self-Settled Special Needs Trust, recorded in Document No. 2018023919 of the Official Public Records of Williamson County, Texas, same being on the north right-of-way line of County Road 313 (variable width right-of-way), for the southeast corner and **POINT OF BEGINNING** hereof;

THENCE, **S 67°47’37” W** with the south boundary line of said 5.28 acre Ritchie and Schimanski tract and said north right-of-way line of County Road 313, for a distance of **528.15 feet** to an iron rod found with cap marked “FOREST RPLS 1847” monumenting the southwest corner of said 5.28 acre Ritchie and Schimanski tract and the southeast corner of the called 5.29 acre tract of land conveyed to Michael J. Madding, recorded in Document No. 2016004904 of the Official Public Records of Williamson County, Texas, for the southwest corner hereof;

THENCE, **N 21°24’02” W** with the west boundary line of said 5.28 acre Ritchie and Schimanski tract and the east boundary line of said 5.29 acre Madding tract, for a distance of **49.55 feet** to a 5/8” iron rod set with aluminum cap marked “WILLIAMSON COUNTY” for the northwest corner hereof, from which an iron rod found with cap marked “FOREST RPLS 1847” monumenting the northwest corner of said 5.29 acre Madding tract and the most southerly southwest corner of the called 5.35 acre tract of land conveyed to Daniel Rangel and Anna C. Rangel, recorded in Document No. 2020128146 of the Official Public Records of Williamson County, Texas, same being on the east boundary line of the called 5.515 acre tract of land conveyed to ATX 313 Pro, LLC, recorded in Document No. 2022134963 of the Official Public Records of Williamson County, Texas, bears N 21°24’02” W for a distance of 386.37 feet and S 67°48’13” W for a distance of 531.62 feet;

County: Williamson
Parcel No.: 3
Tax ID: R493724
County Road: 313 East of County Road 332 Jarrell

THENCE, **N 67°45'23" E** through the interior of said 5.28 acre Ritchie and Schimanski tract, for a distance of **528.17 feet** to a 5/8" iron rod set with aluminum cap marked "WILLIAMSON COUNTY" on the east boundary line of said 5.28 acre Ritchie and Schimanski tract and the lower west boundary line of said 6.31 acre Raymond James Trust, N.A., Corporate Trustee of the Alexander Warden Self-Settled Special Needs Trust tract, for the northeast corner hereof, from which a 1/2" iron rod found monumenting the northeast corner of said 5.28 acre Ritche and Schimanski tract and an interior ell corner of the said 6.31 acre Raymond James Trust, N.A., Corporate Trustee of the Alexander Warden Self-Settled Special Needs Trust tract, bears N 21°23'13" W for a distance of 385.94 feet;

THENCE, **S 21°23'13" E** with said east boundary line of the 5.28 acre Ritchie and Schimanski tract and said lower west boundary line of the 6.31 acre Raymond James Trust, N.A., Corporate Trustee of the Alexander Warden Self-Settled Special Needs Trust tract, for a distance of **49.89 feet** to the **POINT OF BEGINNING** hereof and containing 0.603 acre of land more or less.

Bearing Basis: NAD-83, Texas Central Zone (4203) State Plane System. Distances shown hereon are surface based on a combined surface adjustment factor or 1.00015. Coordinates shown hereon are grid.

A drawing has been prepared to accompany this metes and bounds description.

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NUMBER 10006900

February 7, 2024

SHANE SHAFER, R.P.L.S. NO. 5281 DATE



Z:\WCRB__2020 WA-7 CR 313 EAST OF CR 332 2023-42_FINAL ROW SURVEYS LTS\PARCEL 3 CR 313 - RITCHIE-SCHIMANSKI FINAL M&B 20240207.doc

DRAWING TO ACCOMPANY A METES AND BOUNDS DESCRIPTION FOR A 0.603 ACRE (26,257 SQ. FT.) TRACT OF LAND SITUATED IN THE G. SCHNEIDER SURVEY, ABSTRACT NO. 579 AND THE G. SCHNEIDER SURVEY, ABSTRACT NO. 580, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF THE CALLED 5.28 ACRE TRACT OF LAND CONVEYED TO BRANDI RITCHIE AND JOHN FREDRICK SCHIMANSKI JR, WIFE AND HUSBAND, RECORDED IN DOCUMENT NO. 2020121288 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS

PROPERTY ADDRESS: 2115 CR 313, JARRELL, TX 76537

DANIEL RANGEL AND
ANNA C. RANGEL
CALLED 5.35 AC.
DOC. NO. 2020128146

RAYMOND JAMES TRUST, N.A., CORPORATE TRUSTEE OF THE
ALEXANDER WARDEN SELF-SETTLED SPECIAL NEEDS TRUST
CALLED 6.31 AC.
DOC. NO. 2018023919

N67°48'13"E 528.26'

1/2"

W/CAP
"FOREST RPLS
1847"

L3

N21°24'02"W 386.37'

MICHAEL J. MADDING
CALLED 5.29 AC.
DOC. NO. 2016004904

SCALE: 1"= 60'

BRANDI RITCHIE AND
JOHN FREDRICK SCHIMANSKI JR,
WIFE AND HUSBAND
CALLED 5.28 AC.
DOC. NO. 2020121288

WILLIAMSON CENTRAL
APPRAISAL DISTRICT (WCAD)
PROPERTY ID: R493724

N21°23'13"W 385.94'

G. SCHNEIDER SURVEY
ABSTRACT NO. 579

STONE
ADDRESS SIGN

N67°45'23"E 528.17'

PROPOSED R.O.W.

APPROXIMATE SURVEY LINE

PARCEL 3
0.603 AC.

GRID COORDINATES:
N=10268800.04
E=3160412.04
P.O.B.

BILLBOARD

L2

1/2"

L1

W/CAP
"FOREST
RPLS 1847"

G. SCHNEIDER SURVEY
ABSTRACT NO. 580

S67°47'37"W EXISTING R.O.W. 528.15'

RP

36"CMP

COUNTY ROAD 313

ASPHALT ROADWAY

E1 E2 E3

CDS

6MR

WVC

1.001 AC.
R.O.W. DEDICATION
DOC. NO. 2021142268

EXISTING R.O.W.

10' P.U.E.

LA
0.09' NORTH

30" CMP

FINAL PLAT
RIO LOBO PHASE 2
DOC. NO. 2021142268

BLOCK A

43
OPEN SPACE/DRAINAGE

13 14 15 16 17 18 19 20 21 22

CR 313 PARCEL 3 SHEET 1 OF 4

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NO. 10006900

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PROPERTY ADDRESS: 2115 CR 313, JARRELL, TX 76537

LEGEND

●	IRON ROD FOUND
● LA	IRON ROD FOUND WITH CAP MARKED "LENZ & ASSOCIATES AUSTIN, TEXAS"
⊙	5/8" IRON ROD SET WITH ALUMINUM CAP MARKED "WILLIAMSON COUNTY"
●PP	POWER POLE
⟵	DOWN GUY
■EM	ELECTRIC METER
●BB	BROADBAND BOX
●TPED	TELEPHONE PEDESTAL
●WV	WATER VALVE
●WVC	WATER VALVE ON CONCRETE
■WM	WATER METER
●ICV	IRRIGATION CONTROL VALVE
●6MR	6" METAL RISER
●2PVC	2"PVC RISER
⊸ RP	REFLECTOR POST
—— X —— X ——	WIRE FENCE (WF)
	PRECAST CONCRETE FENCE (PCF)
	EDGE OF PAVEMENT
—— OU —— OU ——	OVERHEAD UTILITY LINE
	RIGHT-OF-WAY DEDICATION LINE
	EXISTING RIGHT-OF-WAY LINE
	EASEMENT LINE
	ADJOINING BOUNDARY LINES
	SUBDIVISION LOT LINES
	SUBJECT TRACT BOUNDARY
	METAL FENCE (MF)

MG	METAL GATE
SC	STONE COLUMN
CONC	CONCRETE
CDS	CONCRETE DRAINAGE STRUCTURE
CMP	CORRUGATED METAL PIPE
P.U.E.	PUBLIC UTILITY EASEMENT
R.O.W.	RIGHT-OF-WAY
P.O.B.	POINT OF BEGINNING

EASEMENT INFORMATION

(E1) JARRELL SCHWERTNER WSC
APPARENT LOCATION OF
10' WIDE RIGHT OF WAY EASEMENT
VOL. 586, PG. 288

(E2) JARRELL SCHWERTNER WSC
APPARENT LOCATION OF
15' WIDE RIGHT OF WAY EASEMENT
VOL. 601, PG. 272

(E3) LONE STAR REGIONAL WATER AUTHORITY AND SONTERRA MUNICIPAL UTILITY DISTRICT
WATER LINE EASEMENT
CALLED 1.925 AC.
DOC. NO. 2020089500

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N21°24'02"W	49.55'
L2	S21°23'13"E	49.89'
L3	S67°48'13"W	531.62'

DIAMOND SURVEYING, INC.
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Z:\WCRB__2020 WA-7 CR 313 EAST OF CR 332 2023-42_FINAL ROW SURVEYS LTS\PARCEL 3 CR 313 - RITCHIE-SCHIMANSKI FINAL 20240207.dwg

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PROPERTY ADDRESS: 2115 CR 313, JARRELL, TX 76537

TITLE COMMITMENT NOTES:

Only those easements and restrictions listed in Schedule B of Texan Title Insurance Company, Commitment for Title Insurance (T-7) GF No. GT2402426, which bears an Effective Date January 8, 2024 and an Issued Date of January 19, 2024 were reviewed by the Surveyor. No other easement record research was performed by Diamond Surveying, Inc.

10a. Easement dated November 4, 1927, executed by Carrie McDonald et al to Texas Power & Light Company, recorded in Volume 235, Page 70, Deed Records, Williamson County, Texas. Not a part of the subject tract.

10b. Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, dated April 4, 1980, by and between R. F. Goode and Claudia E. Goode, as Lessor and W. L. McGinnis, as Lessee, recorded on October 6, 1980, in Volume 811, Page 638, Deed Records, Williamson County, Texas. Not a survey matter

10c. Coal, lignite, oil, gas or other mineral interest(s), together with rights incident thereto, contained in instrument dated December 11, 1992 and recorded on December 14, 1992 in Volume 2230, Page 724, Official Records, Williamson County, Texas, which document contains the following language: "a reservation of an undivided 1/2 interest in and to all oil, gas and other minerals in and under or hereafter produced from the above-described land". Not a survey matter.

10d. Electric Utility Easement dated February 8, 1993, executed by Roger Vogt to Bartlett Electric Cooperative, Inc., recorded in Volume 2309, Page 180, Official Records, Williamson County, Texas. The subject tract is a part of the 100 acre tract of land described in said instrument. Unable to determine the exact location of said easement, due to a vague description. Said document states: "The width of the easement shall be twenty (20) feet, one-half (1/2) of such distance to either side of the Cooperative's lines, as they are or will be constructed on Grantor's hereinbefore described property. In instances where the Cooperative's poles, guy wires, anchor structures or other facilities (other than lines) are not located in the mid-point of the easement, then in such instances the easement width shall include a distance of ten (10) feet from and around any such pole, guy wire, anchor structure of other facility."

10e. Electric Utility Easement dated August 31, 2004, executed by Dona Ann Vogt to Bartlett Electric Cooperative, Inc., recorded under Document No. 2006016066, Official Public Records, Williamson County, Texas. The Subject Tract is a part of the 10.57 acre tract of land described in said instrument. Unable to determine the exact location of said easement due to a vague description. Said instrument states: "The width of the easement shall be twenty (20) feet, one-half (1/2) of such distance on either side of the Cooperative's lines, as they are or will be constructed on the Property. In instances where the Cooperative's poles, guy wires, anchor structures or other facilities (other than lines) are not located in the mid-point of the easement, then in such instances the easement width shall include a distance of ten (10) feet from and around any such pole, guy wire, anchor structure or other facility."

10f. Easement dated August 29, 2007, executed by Jason Schwertner and Jennifer Schwertner to Bartlett Electric Cooperative, Inc., recorded under Document No. 2008045579, Official Public Records, Williamson County, Texas. The Subject Tract is a part of the 5.28 acre tract of land described in said instrument. Unable to determine the exact location of said easement due to a vague description. Said instrument states: "The width of the easement shall be twenty (20) feet, one-half (1/2) of such distance on either side of the Cooperative's lines, as they are or will be constructed on the Property. In instances where the Cooperative's poles, guy wires, anchor structures or other facilities (other than lines) are not located in the mid-point of the easement, then in such instances the easement width shall include a distance of ten (10) feet from and around any such pole, guy wire, anchor structure or other facility."

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NO. 10006900

Z:\WCRB__2020 WA-7 CR 313 EAST OF CR 332 2023-42_FINAL ROW SURVEYS LTS\PARCEL 3 CR 313 - RITCHIE-SCHIMANSKI FINAL 20240207.dwg

Z:\WCRB__2020 WA-7 CR 313 EAST OF CR 332 2023-42_FINAL ROW SURVEYS LTS\PARCEL 3 CR 313 - RITCHIE-SCHIMANSKI FINAL 20240207.dwg

DRAWING TO ACCOMPANY A METES AND BOUNDS DESCRIPTION FOR A 0.603 ACRE (26,257 SQ. FT.) TRACT OF LAND SITUATED IN THE G. SCHNEIDER SURVEY, ABSTRACT NO. 579 AND THE G. SCHNEIDER SURVEY, ABSTRACT NO. 580, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF THE CALLED 5.28 ACRE TRACT OF LAND CONVEYED TO BRANDI RITCHIE AND JOHN FREDRICK SCHIMANSKI JR, WIFE AND HUSBAND, RECORDED IN DOCUMENT NO. 2020121288 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
PROPERTY ADDRESS: 2115 CR 313, JARRELL, TX 76537

NOTES:

1) BEARING BASIS: NAD-83, TEXAS CENTRAL ZONE (4203) STATE PLANE SYSTEM. DISTANCES SHOWN HEREON ARE SURFACE DISTANCES BASED ON A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00015. COORDINATES SHOWN HEREON ARE GRID.

2) ALL DOCUMENTS LISTED HEREON ARE RECORDED IN THE OFFICE OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

3) THE TRACT SHOWN HEREON LIES WITH IN ZONE 'X' (NO SCREEN) AREAS OF MINIMAL FLOOD HAZARD, ACCORDING TO THE FLOOD INSURANCE RATE MAP NO. 48491C0150F, FOR WILLIAMSON COUNTY, TEXAS, WITH AN EFFECTIVE DATE OF DECEMBER 20, 2019.

To: Williamson County, Texas, Texan Title Insurance Company, and Longhorn Title Company, LLC exclusively.

I, Shane Shafer, Registered Professional Land Surveyor in the State of Texas, hereby certify that this drawing represents a survey made on the ground under my direct supervision completed on February 7, 2024. At the time of this survey there were no encroachments, conflicts or protrusions apparent on the ground, EXCEPT AS SHOWN. This survey substantially complies with the standards for a CATEGORY 1A, CONDITION III LAND TITLE SURVEY per the current Manual of Practice for Land Surveying in the State of Texas, issued by the Texas Society of Professional Surveyors. USE OF THIS SURVEY BY OTHER PARTIES SHALL BE AT THEIR OWN RISK AND UNDERSIGNED SURVEYOR IS NOT RESPONSIBLE FOR ANY LOSS RESULTING THEREFROM.

STATE OF TEXAS
REGISTERED
SHANE SHAFER
5281
PROFESSIONAL
LAND SURVEYOR

February 7, 2024
SHANE SHAFER, R.P.L.S. NO. 5281 DATE

CR 313 PARCEL 3 SHEET 4 OF 4

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NO. 10006900

EXHIBIT B

Sheets & Crossfield, PLLC

ATTORNEYS AT LAW

309 East Main Street • Round Rock, TX 78664-5246

Phone 512-738-8725 (D) • fax 512-255-8986

adam@scrrlaw.com

September ___, 2025

Via e-mail jean@loarpllc.com
c/o Brandi Ritchie and John Fredrick Schimanski, Jr., Husband and Wife
6101 W Courtyard Dr Bldg 1, Ste 150
Austin, TX 78730

Re: CR 313 Roadway Project
Cause No. 24-1130-CC1; *Williamson County, Texas v. Brandi Ritchie and John Fredrick Schimanski, Jr., Husband and Wife, All-In Credit Union, and Randolph-Brooks Federal Credit Union*; filed in the County Court at Law No. 1 of Williamson County, Texas

To Whom It May Concern:

Please allow this letter to set out an understanding between Williamson County, Texas ("County"), and Brandi Ritchie and John Fredrick Schimanski, Jr. ("Owner") in connection with the above-referenced lawsuit as part of the County's proposed County Road 313 roadway improvements ("Project").

By execution of this letter, the parties agree as follows:

1. Upon receipt of a fully executed driveway permit application, the County shall review and approve a second driveway on the Owner's remaining property, in the approximate location depicted in Exhibit "A" attached hereto, if said driveway permit application adheres to the County's and all other applicable driveway and spacing rules and regulations in place at the time of submission. When a driveway application is approved, the applicant has one year to complete the construction of the proposed or modified driveway. After one year, another application or additional inspection shall be required.

2. If Owner submits a driveway permit application that does not adhere to the applicable spacing rules and regulations in place at the time of submission, the County agrees to review and comment on the areas of nonconformance and provide sufficient information to allow Owner to correct the areas of nonconformity.

3. Notwithstanding the foregoing, the County is under no obligation to approve a driveway permit application that does not meet the County's spacing rules and regulations in place at the time of submission. Should Owner wish to have a nonconforming driveway permit approved, Owner must undergo the variance process and all rules and procedures associated therewith in place at that time.

If this meets with your understanding, please have this letter executed by the appropriate person where indicated and return it to me, and we will have this considered, approved, and signed by the County as quickly as possible. Please feel free to contact me at any time if you have any questions or concerns about these issues.

Very truly yours,

Adam H. Hill
Sheets & Crossfield, PLLC

[signature pages follow]

AGREED AND ACCEPTED:
Brandi Ritchie

By: _____

Date: 9/22/2025

John Fredrick Schimanski, Jr.

By: _____

Date: 9/22/25

ACCEPTED AND AGREED:

WILLIAMSON COUNTY, TEXAS

By:_____
Steven Snell
County Judge

Date:_____

EXHIBIT “A”
APPROXIMATE SECOND DRIVEWAY LOCATION

Williamson County
Driveway/Access Application for Permit

Name of Applicant: Brandi Ritchie Date: 08/08/2025

E-mail: Brandi44@Ymail.com

Applicant Mailing Address: 2115 CO RD 313 Jarrell Tx 76537

Phone: (512) 608-6840 , (970) 773-0598

☑ Map with location of driveway provided attached* (required)

Physical Address of Property or WCAD Parcel #: 2115 CO RD 313 Jarrell Tx, 76537

Location of Proposed Driveway on Property:

☑ Location is physically marked (staked, painted, tagged)* (required)

Latitude & Longitude (optional): 30.809120, -97.582657

Comments: LAT + Long coordinates pin center of proposed Commercial concrete entrance.

Note – If driveway is within a regulated FEMA or local floodplain, an approved Floodplain Development Permit is required before construction. Visit www.wilco.org/roads/floodplain for more information.

Choose one:

☑ Current/Future Homeowner or Agricultural Property Owner*

This option **not intended for land investors but as a benefit to Williamson County constituents. Deceitful representation will result in an invalid driveway permit.*

- Proposed driveway width (ft): 30 Ft
- Distance to adjacent driveways (ft): Left side (facing road) 330 Ft Right side 500
- Proposed driveway material (examples: concrete/asphalt/caliche): Concrete
- Williamson County will size the culvert if required
- Applicant is responsible to order, purchase, and deliver culvert to property
- Applicant is responsible for culvert installation
- Applicant must contact Williamson County for inspections as outlined in Section 4.2 of the Williamson County Driveway Policy

☐ Developer/Builder or Commercial/Business Property Owner

- Submit a site plan for review to mygovernmentonline.org with this application.
- Site Plan name _____
- Applicant is responsible to size, order, purchase and install culvert per Williamson County Driveway Policy
- Submit driveway plan and culvert calculations with application per Williamson County Driveway Policy
- Applicant must contact Williamson County for inspections as outlined in Section 4.1 of the Williamson County Driveway Policy

Submit application to: Williamson County Engineer's Office
3151 S. E. Inner Loop, Georgetown, Texas 78626
Telephone: (512) 943-3330 Email: RoadRequest@wilco.org

Form Revised: Dec 2021


2115
To existing fence line
130'
30'
330'
To existing driveway
30.809120 x 97.582657

EXHIBIT C

CAUSE NO. 24-1130-CC1

WILLIAMSON COUNTY, TEXAS	§	**IN THE COUNTY COURT**
	§	
CONDEMNOR	§	
vs.	§	**NUMBER 1**
	§	
BRANDI RITCHIE AND JOHN FREDRICK SCHIMANSKI, JR., HUSBAND AND WIFE, ALL IN CREDIT UNION, AND RANDOLPH-BROOKS FEDERAL CREDIT UNION,	§	
CONDEMNEES	§	**WILLIAMSON COUNTY, TEXAS**

AGREED FINAL JUDGMENT

The parties to this condemnation lawsuit have agreed to compromise and settle all issues herein and request the entry of this Agreed Final Judgment by the Court. It appears to the Court that it has jurisdiction of this matter, the parties have agreed to all provisions contained within this Agreed Final Judgment, and the parties desire to resolve this lawsuit,

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that fee simple title in and to approximately 0.603 acres (Parcel 3) of land in Williamson County, Texas and being more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes (the "R.O.W."), and additional rights or encumbrances as further described in Plaintiff's Original Petition filed among the papers of this cause on or about August 5, 2024, and any subsequent amendments thereto; be vested to **WILLIAMSON COUNTY, TEXAS**, and its assigns for the construction, reconstruction, realignment, widening, and/or maintaining of improvements to the County Road 313 roadway improvement project and related drainage, utilities and appurtenances, and to perform associated public use and purposes.

It is further ORDERED that in complete satisfaction of any and all claims which have been made, or which could have been made in this litigation, including both the Property to be acquired and damages, if any, to any remaining property of Condemnees, that Condemnees shall

recover from Condemnor the total sum of **TWO HUNDRED THOUAND AND 00/100 DOLLARS ($200,000.00)**, of which total amount the parties agree:

1. The amount of ONE HUNDRED FORTY-SEVEN THOUSAND SIX HUNDRED SIXTY AND 00/100 DOLLARS ($147,660.00) was previously deposited with the court on or about October 22, 2024, pursuant to the written Award of Special Commissioners filed among the papers of this cause on or about October 16, 2024; and
2. The amount of **FIFTY-TWO THOUSAND THREE HUNDRED FORTY AND 00/100 DOLLARS ($52,340.00)** is now due and owing from Condemnor to Condemnees in full satisfaction of this Judgment.

It is further ORDERED that Condemnor shall pay Condemnees the remaining balance of FIFTY-TWO THOUSAND THREE HUNDRED FORTY and 00/100 Dollars ($52,340.00) as full compensation for the condemnation of the Property. Plaintiff shall make such wire transfer, check, or warrant payable to "Brandi Ritchie and John Schimanski Jr." and if applicable, deliver such payment to any attorney or employee of LOAR, PLLC at 6101 W. Courtyard Dr., Bldg. 1, Ste. 150, Austin, Texas 78730. In the event Condemnees are 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 Agreed Final Judgment. If the remaining balance is not paid or deposited within sixty (60) days of entry and filing of this Agreed Final Judgment, then statutory interest will accrue on the unpaid balance until paid.

This Agreed Final Judgment incorporates by reference and shall be subject to any terms, conditions, and obligations in that certain Rule 11 Settlement Agreement between the parties for

the sale of a portion of the remaining property of Condemnees to Condemnor, and which shall survive the completion and entry of this Judgment.

It is further ORDERED that all costs be assessed against Condemnor.

This Agreed Final Judgment is intended by the parties to fully and finally dispose of all claims, parties, and issues in this lawsuit.

SIGNED this _____ day of _____, 2025.

_____
Judge Presiding

PREPARED BY AND APPROVED AS TO SUBSTANCE AND FORM:

/s/ *Adam H. Hill*
Adam H. Hill
State Bar No. 24115847
adam@scrrlaw.com
Don Childs
State Bar No. 00795056
don@scrrlaw.com
512.255.8877
Sheets & Crossfield, P.L.L.C.
309 East Main Street
Round Rock, Texas 78664
Attorneys for Condemnor

WILLIAMSON COUNTY, TEXAS

By:_____
Steven Snell, County Judge

AGREED AS TO SUBSTANCE AND FORM:

By: */s/ Jean Phillips*
AMBER RUSSELL
State Bar No. 24055889
Email: amber@LOARpllc.com
JEAN PHILLIPS
State Bar No. 24096412
Email: jean@LOARpllc.com
Law Offices of Amber Russell, PLLC
6101 W Courtyard Drive, Bldg. 1, Suite 150
Austin, Texas 78730
Telephone: (512) 777-3135
Facsimile: (512) 813-7671

ATTORNEYS FOR DEFENDANTS
BRANDI RITCHIE AND
JOHN FREDRICK SCHIMANSKI, JR.

County: Williamson
Parcel No.: 3
Tax ID: R493724
County Road: 313 East of County Road 332 Jarrell

METES AND BOUNDS DESCRIPTION

FOR A 0.603 ACRE (26,257 SQ. FT.) TRACT OF LAND SITUATED IN THE G. SCHNEIDER SURVEY, ABSTRACT NO. 579 AND THE G. SCHNEIDER SURVEY, ABSTRACT NO. 580, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF THE CALLED 5.28 ACRE TRACT OF LAND CONVEYED TO BRANDI RITCHIE AND JOHN FREDRICK SCHIMANSKI JR, WIFE AND HUSBAND, RECORDED IN DOCUMENT NO. 2020121288 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 0.603 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod found (Grid Coordinates: N=10268800.04, E=3160412.04) monumenting the southeast corner of said 5.28 acre Ritchie and Schimanski tract and the most southerly southwest corner of the called 6.31 acre tract of land conveyed to Raymond James Trust, N.A., Corporate Trustee of the Alexander Warden Self-Settled Special Needs Trust, recorded in Document No. 2018023919 of the Official Public Records of Williamson County, Texas, same being on the north right-of-way line of County Road 313 (variable width right-of-way), for the southeast corner and **POINT OF BEGINNING** hereof;

THENCE, **S 67°47’37” W** with the south boundary line of said 5.28 acre Ritchie and Schimanski tract and said north right-of-way line of County Road 313, for a distance of **528.15 feet** to an iron rod found with cap marked “FOREST RPLS 1847” monumenting the southwest corner of said 5.28 acre Ritchie and Schimanski tract and the southeast corner of the called 5.29 acre tract of land conveyed to Michael J. Madding, recorded in Document No. 2016004904 of the Official Public Records of Williamson County, Texas, for the southwest corner hereof;

THENCE, **N 21°24’02” W** with the west boundary line of said 5.28 acre Ritchie and Schimanski tract and the east boundary line of said 5.29 acre Madding tract, for a distance of **49.55 feet** to a 5/8” iron rod set with aluminum cap marked “WILLIAMSON COUNTY” for the northwest corner hereof, from which an iron rod found with cap marked “FOREST RPLS 1847” monumenting the northwest corner of said 5.29 acre Madding tract and the most southerly southwest corner of the called 5.35 acre tract of land conveyed to Daniel Rangel and Anna C. Rangel, recorded in Document No. 2020128146 of the Official Public Records of Williamson County, Texas, same being on the east boundary line of the called 5.515 acre tract of land conveyed to ATX 313 Pro, LLC, recorded in Document No. 2022134963 of the Official Public Records of Williamson County, Texas, bears N 21°24’02” W for a distance of 386.37 feet and S 67°48’13” W for a distance of 531.62 feet;

County: Williamson
Parcel No.: 3
Tax ID: R493724
County Road: 313 East of County Road 332 Jarrell

THENCE, **N 67°45'23" E** through the interior of said 5.28 acre Ritchie and Schimanski tract, for a distance of **528.17 feet** to a 5/8" iron rod set with aluminum cap marked "WILLIAMSON COUNTY" on the east boundary line of said 5.28 acre Ritchie and Schimanski tract and the lower west boundary line of said 6.31 acre Raymond James Trust, N.A., Corporate Trustee of the Alexander Warden Self-Settled Special Needs Trust tract, for the northeast corner hereof, from which a 1/2" iron rod found monumenting the northeast corner of said 5.28 acre Ritche and Schimanski tract and an interior ell corner of the said 6.31 acre Raymond James Trust, N.A., Corporate Trustee of the Alexander Warden Self-Settled Special Needs Trust tract, bears N 21°23'13" W for a distance of 385.94 feet;

THENCE, **S 21°23'13" E** with said east boundary line of the 5.28 acre Ritchie and Schimanski tract and said lower west boundary line of the 6.31 acre Raymond James Trust, N.A., Corporate Trustee of the Alexander Warden Self-Settled Special Needs Trust tract, for a distance of **49.89 feet** to the **POINT OF BEGINNING** hereof and containing 0.603 acre of land more or less.

Bearing Basis: NAD-83, Texas Central Zone (4203) State Plane System. Distances shown hereon are surface based on a combined surface adjustment factor or 1.00015. Coordinates shown hereon are grid.

A drawing has been prepared to accompany this metes and bounds description.

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NUMBER 10006900

February 7, 2024

SHANE SHAFER, R.P.L.S. NO. 5281 DATE



Z:\WCRB__2020 WA-7 CR 313 EAST OF CR 332 2023-42_FINAL ROW SURVEYS LTS\PARCEL 3 CR 313 - RITCHIE-SCHIMANSKI FINAL M&B 20240207.doc

DRAWING TO ACCOMPANY A METES AND BOUNDS DESCRIPTION FOR A 0.603 ACRE (26,257 SQ. FT.) TRACT OF LAND SITUATED IN THE G. SCHNEIDER SURVEY, ABSTRACT NO. 579 AND THE G. SCHNEIDER SURVEY, ABSTRACT NO. 580, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF THE CALLED 5.28 ACRE TRACT OF LAND CONVEYED TO BRANDI RITCHIE AND JOHN FREDRICK SCHIMANSKI JR, WIFE AND HUSBAND, RECORDED IN DOCUMENT NO. 2020121288 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS

PROPERTY ADDRESS: 2115 CR 313, JARRELL, TX 76537

DANIEL RANGEL AND
ANNA C. RANGEL
CALLED 5.35 AC.
DOC. NO. 2020128146

RAYMOND JAMES TRUST, N.A., CORPORATE TRUSTEE OF THE
ALEXANDER WARDEN SELF-SETTLED SPECIAL NEEDS TRUST
CALLED 6.31 AC.
DOC. NO. 2018023919

N67°48'13"E 528.26'

1/2"

W/CAP
"FOREST RPLS
1847"

L3

N21°24'02"W 386.37'

MICHAEL J. MADDING
CALLED 5.29 AC.
DOC. NO. 2016004904

SCALE: 1"= 60'

BRANDI RITCHIE AND
JOHN FREDRICK SCHIMANSKI JR,
WIFE AND HUSBAND
CALLED 5.28 AC.
DOC. NO. 2020121288

WILLIAMSON CENTRAL
APPRAISAL DISTRICT (WCAD)
PROPERTY ID: R493724

N21°23'13"W 385.94'

G. SCHNEIDER SURVEY
ABSTRACT NO. 579

STONE
ADDRESS SIGN

N67°45'23"E 528.17'

PROPOSED R.O.W.

APPROXIMATE SURVEY LINE

PARCEL 3
0.603 AC.

GRID COORDINATES:
N=10268800.04
E=3160412.04
P.O.B.

BILLBOARD

L2

1/2"

L1

W/CAP
"FOREST
RPLS 1847"

G. SCHNEIDER SURVEY
ABSTRACT NO. 580

S67°47'37"W EXISTING R.O.W. 528.15'

RP

36"CMP

COUNTY ROAD 313

ASPHALT ROADWAY

E1 E2 E3

CDS

6MR

WVC

1.001 AC.
R.O.W. DEDICATION
DOC. NO. 2021142268

EXISTING R.O.W.

10' P.U.E.

LA
0.09' NORTH

30" CMP

FINAL PLAT
RIO LOBO PHASE 2
DOC. NO. 2021142268

BLOCK A

43
OPEN SPACE/DRAINAGE

13 14 15 16 17 18 19 20 21 22

CR 313 PARCEL 3 SHEET 1 OF 4

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NO. 10006900

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PROPERTY ADDRESS: 2115 CR 313, JARRELL, TX 76537

LEGEND

●	IRON ROD FOUND
● LA	IRON ROD FOUND WITH CAP MARKED "LENZ & ASSOCIATES AUSTIN, TEXAS"
⊙	5/8" IRON ROD SET WITH ALUMINUM CAP MARKED "WILLIAMSON COUNTY"
●PP	POWER POLE
⟵	DOWN GUY
■EM	ELECTRIC METER
●BB	BROADBAND BOX
●TPED	TELEPHONE PEDESTAL
●WV	WATER VALVE
●WVC	WATER VALVE ON CONCRETE
■WM	WATER METER
●ICV	IRRIGATION CONTROL VALVE
●6MR	6" METAL RISER
●2PVC	2"PVC RISER
⊸ RP	REFLECTOR POST
—— X —— X ——	WIRE FENCE (WF)
	PRECAST CONCRETE FENCE (PCF)
	EDGE OF PAVEMENT
—— OU —— OU ——	OVERHEAD UTILITY LINE
	RIGHT-OF-WAY DEDICATION LINE
	EXISTING RIGHT-OF-WAY LINE
	EASEMENT LINE
	ADJOINING BOUNDARY LINES
	SUBDIVISION LOT LINES
	SUBJECT TRACT BOUNDARY
	METAL FENCE (MF)

MG	METAL GATE
SC	STONE COLUMN
CONC	CONCRETE
CDS	CONCRETE DRAINAGE STRUCTURE
CMP	CORRUGATED METAL PIPE
P.U.E.	PUBLIC UTILITY EASEMENT
R.O.W.	RIGHT-OF-WAY
P.O.B.	POINT OF BEGINNING

EASEMENT INFORMATION

(E1) JARRELL SCHWERTNER WSC
APPARENT LOCATION OF
10' WIDE RIGHT OF WAY EASEMENT
VOL. 586, PG. 288

(E2) JARRELL SCHWERTNER WSC
APPARENT LOCATION OF
15' WIDE RIGHT OF WAY EASEMENT
VOL. 601, PG. 272

(E3) LONE STAR REGIONAL WATER AUTHORITY AND SONTERRA MUNICIPAL UTILITY DISTRICT
WATER LINE EASEMENT
CALLED 1.925 AC.
DOC. NO. 2020089500

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N21°24'02"W	49.55'
L2	S21°23'13"E	49.89'
L3	S67°48'13"W	531.62'

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NO. 10006900

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PROPERTY ADDRESS: 2115 CR 313, JARRELL, TX 76537

TITLE COMMITMENT NOTES:

Only those easements and restrictions listed in Schedule B of Texan Title Insurance Company, Commitment for Title Insurance (T-7) GF No. GT2402426, which bears an Effective Date January 8, 2024 and an Issued Date of January 19, 2024 were reviewed by the Surveyor. No other easement record research was performed by Diamond Surveying, Inc.

10a. Easement dated November 4, 1927, executed by Carrie McDonald et al to Texas Power & Light Company, recorded in Volume 235, Page 70, Deed Records, Williamson County, Texas. Not a part of the subject tract.

10b. Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, dated April 4, 1980, by and between R. F. Goode and Claudia E. Goode, as Lessor and W. L. McGinnis, as Lessee, recorded on October 6, 1980, in Volume 811, Page 638, Deed Records, Williamson County, Texas. Not a survey matter

10c. Coal, lignite, oil, gas or other mineral interest(s), together with rights incident thereto, contained in instrument dated December 11, 1992 and recorded on December 14, 1992 in Volume 2230, Page 724, Official Records, Williamson County, Texas, which document contains the following language: "a reservation of an undivided 1/2 interest in and to all oil, gas and other minerals in and under or hereafter produced from the above-described land". Not a survey matter.

10d. Electric Utility Easement dated February 8, 1993, executed by Roger Vogt to Bartlett Electric Cooperative, Inc., recorded in Volume 2309, Page 180, Official Records, Williamson County, Texas. The subject tract is a part of the 100 acre tract of land described in said instrument. Unable to determine the exact location of said easement, due to a vague description. Said document states: "The width of the easement shall be twenty (20) feet, one-half (1/2) of such distance to either side of the Cooperative's lines, as they are or will be constructed on Grantor's hereinbefore described property. In instances where the Cooperative's poles, guy wires, anchor structures or other facilities (other than lines) are not located in the mid-point of the easement, then in such instances the easement width shall include a distance of ten (10) feet from and around any such pole, guy wire, anchor structure of other facility."

10e. Electric Utility Easement dated August 31, 2004, executed by Dona Ann Vogt to Bartlett Electric Cooperative, Inc., recorded under Document No. 2006016066, Official Public Records, Williamson County, Texas. The Subject Tract is a part of the 10.57 acre tract of land described in said instrument. Unable to determine the exact location of said easement due to a vague description. Said instrument states: "The width of the easement shall be twenty (20) feet, one-half (1/2) of such distance on either side of the Cooperative's lines, as they are or will be constructed on the Property. In instances where the Cooperative's poles, guy wires, anchor structures or other facilities (other than lines) are not located in the mid-point of the easement, then in such instances the easement width shall include a distance of ten (10) feet from and around any such pole, guy wire, anchor structure or other facility."

10f. Easement dated August 29, 2007, executed by Jason Schwertner and Jennifer Schwertner to Bartlett Electric Cooperative, Inc., recorded under Document No. 2008045579, Official Public Records, Williamson County, Texas. The Subject Tract is a part of the 5.28 acre tract of land described in said instrument. Unable to determine the exact location of said easement due to a vague description. Said instrument states: "The width of the easement shall be twenty (20) feet, one-half (1/2) of such distance on either side of the Cooperative's lines, as they are or will be constructed on the Property. In instances where the Cooperative's poles, guy wires, anchor structures or other facilities (other than lines) are not located in the mid-point of the easement, then in such instances the easement width shall include a distance of ten (10) feet from and around any such pole, guy wire, anchor structure or other facility."

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NO. 10006900

Z:\WCRB__2020 WA-7 CR 313 EAST OF CR 332 2023-42_FINAL ROW SURVEYS LTS\PARCEL 3 CR 313 - RITCHIE-SCHIMANSKI FINAL 20240207.dwg

Z:\WCRB__2020 WA-7 CR 313 EAST OF CR 332 2023-42_FINAL ROW SURVEYS LTS\PARCEL 3 CR 313 - RITCHIE-SCHIMANSKI FINAL 20240207.dwg

DRAWING TO ACCOMPANY A METES AND BOUNDS DESCRIPTION FOR A 0.603 ACRE (26,257 SQ. FT.) TRACT OF LAND SITUATED IN THE G. SCHNEIDER SURVEY, ABSTRACT NO. 579 AND THE G. SCHNEIDER SURVEY, ABSTRACT NO. 580, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF THE CALLED 5.28 ACRE TRACT OF LAND CONVEYED TO BRANDI RITCHIE AND JOHN FREDRICK SCHIMANSKI JR, WIFE AND HUSBAND, RECORDED IN DOCUMENT NO. 2020121288 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
PROPERTY ADDRESS: 2115 CR 313, JARRELL, TX 76537

NOTES:

1) BEARING BASIS: NAD-83, TEXAS CENTRAL ZONE (4203) STATE PLANE SYSTEM. DISTANCES SHOWN HEREON ARE SURFACE DISTANCES BASED ON A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00015. COORDINATES SHOWN HEREON ARE GRID.

2) ALL DOCUMENTS LISTED HEREON ARE RECORDED IN THE OFFICE OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

3) THE TRACT SHOWN HEREON LIES WITH IN ZONE 'X' (NO SCREEN) AREAS OF MINIMAL FLOOD HAZARD, ACCORDING TO THE FLOOD INSURANCE RATE MAP NO. 48491C0150F, FOR WILLIAMSON COUNTY, TEXAS, WITH AN EFFECTIVE DATE OF DECEMBER 20, 2019.

To: Williamson County, Texas, Texan Title Insurance Company, and Longhorn Title Company, LLC exclusively.

I, Shane Shafer, Registered Professional Land Surveyor in the State of Texas, hereby certify that this drawing represents a survey made on the ground under my direct supervision completed on February 7, 2024. At the time of this survey there were no encroachments, conflicts or protrusions apparent on the ground, EXCEPT AS SHOWN. This survey substantially complies with the standards for a CATEGORY 1A, CONDITION III LAND TITLE SURVEY per the current Manual of Practice for Land Surveying in the State of Texas, issued by the Texas Society of Professional Surveyors. USE OF THIS SURVEY BY OTHER PARTIES SHALL BE AT THEIR OWN RISK AND UNDERSIGNED SURVEYOR IS NOT RESPONSIBLE FOR ANY LOSS RESULTING THEREFROM.

STATE OF TEXAS
REGISTERED
SHANE SHAFER
5281
PROFESSIONAL
LAND SURVEYOR

February 7, 2024
SHANE SHAFER, R.P.L.S. NO. 5281 DATE

CR 313 PARCEL 3 SHEET 4 OF 4

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NO. 10006900

Commissioners Court - Regular Session **57.**

Meeting Date: 10/07/2025

SW Regional Park- Waterline Easement

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 letter agreement with St. Alphonsa Syro-Malabar Catholic Church, Austin, Texas regarding the conveyance of a waterline easement to approximately 3,903 SF of County-owned property located within the SW Regional Park.

Background

2023 Park Bonds P605

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	10/01/2025 09:49 AM
Form Started By: Don Childs		Started On: 09/30/2025 04:54 PM
Final Approval Date: 10/01/2025		

Sheets & Crossfield, PLLC

ATTORNEYS AT LAW

309 East Main Street • Round Rock, TX 78664-5246

Phone 512-738-8725 (D) • fax 512-255-8986

don@scrrlaw.com

September 30, 2025

Via e-mail jen@hendersonpe.com
Joy Alappatt, Bishop of St. Alphonsa Syro-Malabar Catholic Church, Austin, Texas
3600 CR 175
Leander, Texas 78641

Re: Wilco SW Regional Park—Round Rock waterline easement

Dear Sir:

Please allow this letter to set out my understanding regarding our Agreement for the conveyance of a permanent waterline easement by Williamson County (the "County") to the City of Round Rock ("City") as part of improvements to the City's water infrastructure system to provide utility service for the proposed St. Alphonsa Syro-Malabar Catholic Church, Austin, Texas ("St. Alphonsa") site development ("Project").

By execution of this letter the parties agree as follows:

1. In return for County's delivery to City of a fully executed and acknowledged waterline easement ("Easement") in the form substantially as shown in Exhibit "A" attached hereto and incorporated herein, and following final form approval by City, St. Alphonsa shall pay County the sum of **$3.00/SF** multiplied by the total number of square feet within the Easement to be acquired ("Purchase Price"), currently estimated to be approximately 3,903 square feet, based upon final metes and bounds survey of the Easement area to be completed by St. Alphonsa at its sole cost prior to Closing, and in the location generally as shown on Exhibit "B" attached hereto.

2. If requested by County, the Closing and completion of this transaction shall take place at Longhorn Title Company ("Title Company") within thirty (30) days after full execution of this Agreement, or at other date and time agreed to between the parties.

Upon request, the County shall provide reasonable assistance, at no cost to County, to cause the Title Company to issue a policy of title insurance, with standard printed exceptions, to City or to the Easement Grantee in completion of this transaction. St. Alphonsa shall be responsible for all fees and costs associated with this transaction, except that each party shall be responsible for any attorney's fees they incur. County

shall assist St. Alphonsa and Title Company with any curative measures or mortgage lien joinder, consent or subordination required as a condition of the Closing.

Upon completion of (1) the full execution of this Agreement by all parties, and (2) acknowledgment by the Title Company of delivery by St. Alphonsa of the full Purchase Price to the Title Company, St. Alphonsa, its agents and contractors shall be permitted at any time after October 15, 2025 to enter and possess the Property prior to Closing for the purpose of completing any and all necessary construction activities associated with the proposed improvement construction Project.

To the extent allowed by law St. Alphonsa, its agents and contractors agree to release, indemnify, and otherwise hold County harmless from any damages or other losses to owner or any third party resulting from any acts or omissions performed under the limited right of possession herein. The parties further agree to continue to use diligence in assisting with any title curative or lienholder consent measures required by this Agreement and the Title Company to expeditiously complete the Closing of the purchase transaction.

If this meets with your understanding, please have this letter executed by the appropriate person where indicated and return it to me, and we will have this approved and signed by the County and process this for closing as quickly as possible.

Please feel free to contact me at any time if you have any questions or concerns about these issues.

Very truly yours,

/s/ Don Childs
Don Childs
Sheets & Crossfield, PLLC

[signature page follows]

AGREED:

Joy Alappatt, Bishop of St. Alphonsa Syro-Malabar Catholic Church, Austin, Texas

Date: 09/29/2025

ACCEPTED AND AGREED:

WILLIAMSON COUNTY, TEXAS

By: _____
Steve Snell
County Judge

Date: _____

EXHIBIT "A" FORM OF EASEMENT FOLLOWS

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

WATERLINE EASEMENT

THE STATE OF TEXAS §
§ **KNOW ALL BY THESE PRESENTS:**
COUNTY OF WILLIAMSON §

That **WILLIAMSON COUNTY, TEXAS**, whose address is Attn: County Auditor, 710 Main Street, Suite 101, Georgetown, Texas 78626, and its successors and assigns (hereinafter collectively referred to as "Grantor"), for and in consideration of the sum of TEN and NO/100 DOLLARS ($10.00) and other good and valuable consideration paid by the **CITY OF ROUND ROCK, TEXAS**, a Texas municipal corporation, (hereinafter referred to as "Grantee"), whose mailing address is 221 East Main Street, Round Rock, Texas 78664, the receipt and sufficiency of which is hereby acknowledged, does hereby GRANT, SELL and CONVEY unto Grantee a perpetual Waterline Easement ("Waterline Easement") right-of-way to construct, install, operate, maintain, inspect, reconstruct, enlarge, relocate, rebuild, repair, and remove a water transmission and/or distribution or service delivery system and lines, together with all necessary lines, pipes, conduits, valves, vaults, manholes, ventilators, and other equipment, improvements, accessories and appurtenances or operations thereto, in, upon, over, under, above and across the following described property of Grantor (collectively the "Easement Area"), to-wit:

> Being a _____ acre (_____ square foot) tract of land situated in the _____ Survey, Abstract No. _____ in Williamson County, Texas; said tract being more particularly described by field notes and sketch in the attached Exhibit "A," incorporated herein by reference for all purposes **(Parcel ___).**

This conveyance is made and accepted subject to all conditions and restrictions, if any, relating to the hereinabove described property, and only to the extent, that the same may still be in force and effect and shown of record in the office of the County Clerk of Williamson County, Texas.

Except as otherwise noted, the Waterline Easement, rights and privileges herein granted shall be perpetual; provided, however, that said Waterline Easement, rights and privileges shall cease and revert to Grantor in the event the said lines are abandoned, or shall cease to be used, for a period of five (5) consecutive years.

Upon completion of the construction and installation of the line in the tract identified in the attached Exhibit "A," Grantee shall, as reasonably possible, restore the surface of the Waterline Easement, including boundary fencing, gates or existing drainage structures to the condition in which it was found before any such work was undertaken.

Grantor covenants that it will not convey any other easement or conflicting rights within the Easement Area covered by this grant without the express written consent of Grantee, which consent shall not be unreasonably withheld, conditioned or delayed. Grantee shall have the right to review any proposed easement or conflicting use of the easement to determine the effect, if any, on the waterline lines contemplated herein. Prior to granting its consent for other easements, Grantee may require reasonable safeguards to protect the integrity of the waterline lines. As required by this paragraph, express written consent of Grantee shall be obtained by Grantor in the following manner: advance written notice must be given by certified mail to the (1) City of Round Rock City Manager at 221 East Main Street, Round Rock, Texas 78664, and (2) Executive Director of Public Works at 3400 Sunrise Road, Round Rock, Texas 78665.

Grantor further grants to Grantee:

(a) the right of ingress to and egress from the Easement Area over and across Grantor's property by means of roads and lanes thereon, if such exist, otherwise by such route(s) as shall occasion the least practicable damage and inconvenience to Grantor; provided that such ingress and egress right shall not extend to any portion of Grantor's property isolated from the Easement Area by any public highway or road now or hereafter crossing the property; the foregoing right of ingress and egress includes the right of Grantee to disassemble, remove, take down, and clear away any barricade or other structure which obstructs, prevents, or hinders Grantee's ingress to and egress from Grantor's property, and should Grantee deem it necessary to so disassemble, remove, take down, or clear away any such barricade or other structure, Grantee shall, as soon as is reasonably feasible and at its sole cost and expense, replace or restore Grantor's property to as similar a condition as is reasonably practicable as existed immediately prior to Grantee's actions pursuant to this provision, unless said barricade or other structure is inconsistent with rights conveyed to Grantee herein;

(b) the right of construction, maintaining and using such roads on and across the property as Grantee may deem necessary in the exercise of the right of ingress and egress;

(c) the right to mark the location of the Easement Area by suitable markers; provided that such markers shall be placed in locations which will not interfere with any reasonable use Grantor shall make of the Easement Area;

(d) the right to grade the Easement Area for the full width thereof and to extend the cuts and fills for such grading into and on the land in the Easement Area to such extent as Grantee may find reasonably necessary;

(e) the right from time to time to trim and to cut down and clear away any and all trees and brush now or hereafter on the Easement Area and to trim and to cut down and clear away any trees on either side of the easement which now or hereafter in the reasonable opinion of Grantee may be a hazard to the waterline lines, valves, appliances, fittings, or other improvements by reason of the danger of falling thereon or root infiltration therein, or which may otherwise interfere with the exercise of Grantee's rights hereunder; provided, however, Grantee shall not trim and/or cut down and clear away any trees and/or brush outside of the Easement Area without the prior written consent of Grantor, and shall be removed by Grantee;

(f) the right to install, maintain and use gates in all fences which now cross or shall hereafter cross the Easement Area; and

(g) the right to support the waterline(s) across ravines and watercourses with such structures as Grantee shall deem necessary.

Grantee hereby covenants and agrees:

(a) Grantee shall not fence the Easement Area; and

(b) Grantee shall promptly backfill any trench made by it on the easement and repair any damage it shall do to Grantor's private roads or lanes on the lands.

Notwithstanding anything in this instrument to the contrary, Grantor also retains, reserves, and shall continue to enjoy the surface of such Easement Area for any and all purposes which do not interfere with and prevent the use by Grantee of the Easement Area, including the right to build and use the surface of the Easement Area for private streets, roads, driveways, alleys, walks, gardens, lawns, parking areas and other like uses; provided Grantor shall not erect or construct on the Easement Area any building or other structure such as a patio, swimming pool, sport court, storage shed, accessory building, barbeque pit or similar structure, or drill or operate any well, or construct any reservoir or other obstruction on the easement, or diminish or substantially add to the ground cover over the pipelines. Grantee shall not be responsible or liable for the removal, repair or damage to any property, structure, building, or other use inconsistent with the rights conveyed to Grantee by the easement. Provided however, before constructing any non-interfering improvements listed in this paragraph, at least ten (10) days' written notice shall be provided to Grantee of the general plans of the improvement to be constructed on the Easement Area, and Grantor must first obtain the consent and approval from Grantee of the construction and location of any improvements within the Easement Area, which consent and approval shall not be unreasonably withheld, conditioned or delayed. By execution and acceptance of the Easement the parties acknowledge that the existing concrete drainage structure and headwall within the Easement Area are permitted purposes, uses and improvements of Grantor within the Easement.

It is understood and agreed that any and all equipment and facilities placed upon said property by Grantee shall remain the property of Grantee.

By acceptance of this Easement Grantee acknowledges and agrees that if the location of Easement Area and/or any facilities contained therein are required to be adjusted or relocated as a direct result of any future widening or other improvement to the adjacent roadway facilities, that Grantee shall be responsible for all costs connected with obtaining a replacement easement and/or relocation of the facilities contained therein.

Grantor hereby dedicates the Waterline Easement as a public utility Waterline Easement for the purposes stated herein.

TO HAVE AND TO HOLD the rights and interests described unto Grantee and its successors and assigns forever, and Grantor does hereby bind itself, and its successors and assigns and legal representatives, to warrant and forever defend, all and singular, the above-described Waterline Easement

and rights and interests unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming, or to claim same, or any part thereof.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed this _____ day of _____, 2025.

[signature page follows]

GRANTOR:

WILLIAMSON COUNTY, TEXAS

By: _____
Steve Snell, County Judge

ACKNOWLEDGMENT

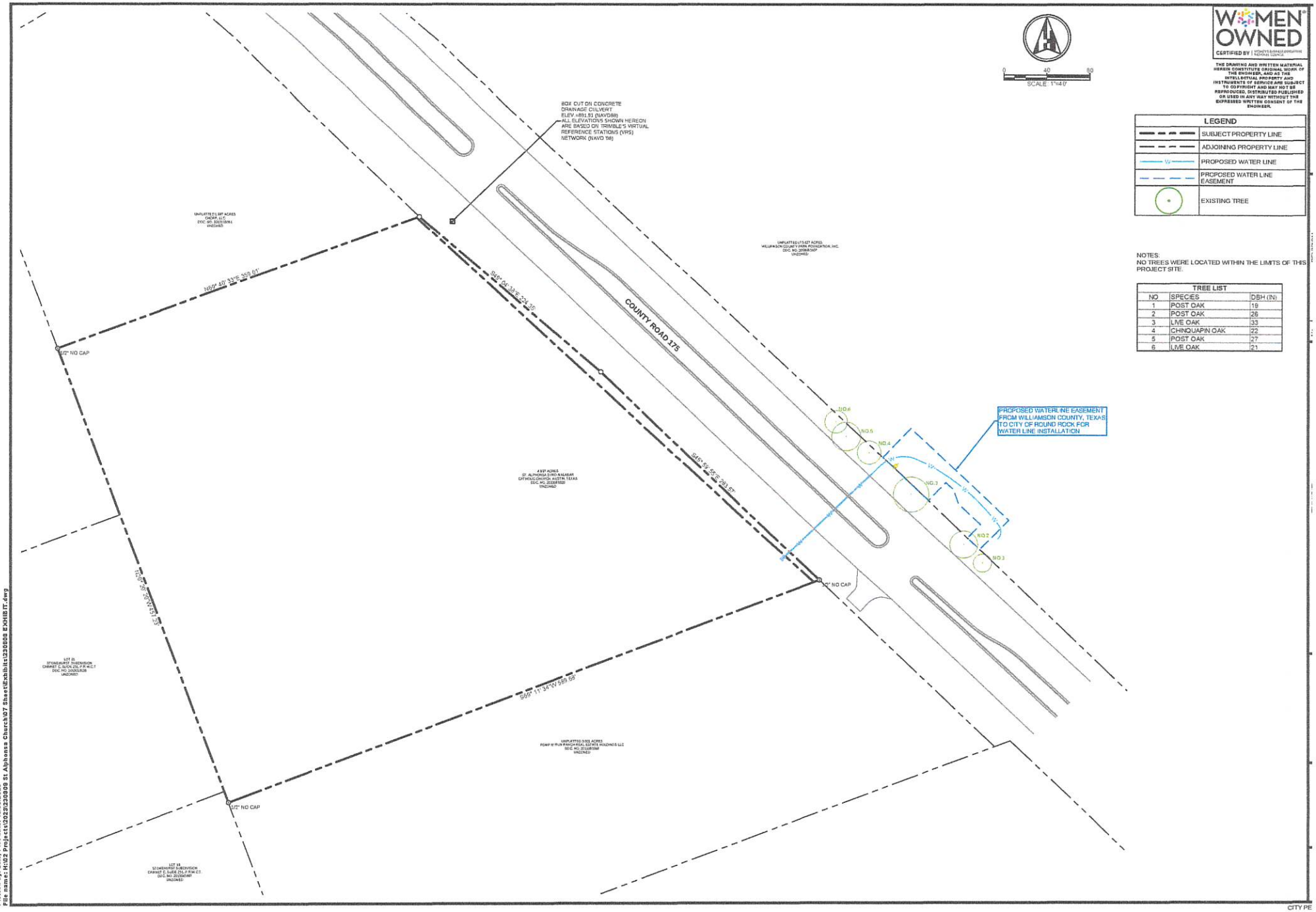
STATE OF TEXAS)
) ss
COUNTY OF _____)

This instrument was acknowledged before me on this the ____ day of _____, 2025 by Steve Snell, in the capacity and for the purposes and consideration recited therein.

_____ (Seal)
Signature of Notary Public

Print Name: _____

EXHIBIT "B" LOCATION OF EASEMENT PROPERTY
FOLLOWS



WOMEN OWNED
CERTIFIED BY | WOMEN'S BUSINESS ENTERPRISE NATIONAL COUNCIL

THE DRAWING AND WRITTEN MATERIAL HEREIN CONSTITUTE ORIGINAL WORK OF THE ENGINEER, AND AS THE INTELLECTUAL PROPERTY AND INSTRUMENTS OF SERVICE ARE SUBJECT TO COPYRIGHT AND MAY NOT BE REPRODUCED, DISTRIBUTED PUBLISHED OR USED IN ANY WAY WITHOUT THE EXPRESSED WRITTEN CONSENT OF THE ENGINEER.

LEGEND	
	SUBJECT PROPERTY LINE
	ADJOINING PROPERTY LINE
W	PROPOSED WATER LINE
W	PROPOSED WATER LINE EASEMENT
	EXISTING TREE

NOTES:
NO TREES WERE LOCATED WITHIN THE LIMITS OF THIS PROJECT SITE.

TREE LIST		
NO	SPECIES	DBH (IN)
1	POST OAK	18
2	POST OAK	26
3	LIVE OAK	33
4	CHINQUAPIN OAK	22
5	POST OAK	27
6	LIVE OAK	21

Plotted by: Luis Plot date: 10/03/2025
File name: H:\02 Projects\2023\23036000 St Alphonsa Church\07 Sheets\Exhibits\230600 EXHIBIT.dwg

CITY PE

Commissioners Court - Regular Session **58.**

Meeting Date: 10/07/2025

Executive Session

Submitted For: Don Childs **Submitted By:** Don Childs, Road Bond

Department: Road Bond

Agenda Category: Executive Session

Information

Agenda Item

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

1. Discuss potential acquisition of real property tract(s) as right of way for the RM 2243/Hero Way project.

Background

We have a trial upcoming on the Hero Way/RM 2243 project and would like to discuss the details of the negotiations with the full court.

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	10/01/2025 09:49 AM
Form Started By: Don Childs		Started On: 09/30/2025 01:50 PM
Final Approval Date: 10/01/2025		

Commissioners Court - Regular Session **60.**

Meeting Date: 10/07/2025

Senior Director of Parks Interview

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

Department: Commissioners Court

Agenda Category: Executive Session

Information

Agenda Item

Deliberate the appointment, evaluation and employment of the Senior Director of the Williamson County Parks & Recreation Department, to include possibly conducting interviews of candidates for such position pursuant to Texas Government Code Section 551.074 - Personnel Matters.

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	09/30/2025 02:11 PM
Form Started By: Becky Pruitt		Started On: 09/30/2025 01:47 PM
Final Approval Date: 09/30/2025		

Commissioners Court - Regular Session **61.**

Meeting Date: 10/07/2025

Senior Director of Parks

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

Department: Commissioners Court

Agenda Category: Executive Session

Information

Agenda Item

Discuss, consider and take appropriate action regarding the tender of an offer of employment, hiring and appointment for the position of Senior Director of the Williamson County Parks & Recreation Department.

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	09/30/2025 02:12 PM
Form Started By: Becky Pruitt		Started On: 09/30/2025 01:48 PM
Final Approval Date: 09/30/2025		