NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONERS COURT
Commissioners Courtroom
710 S. Main Street, Georgetown
October 28, 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 Public Safety

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0523.005740	Computer Equipment > $5,000	$139,000.00
To	0100.0523.004100	Professional Services	$139,000.00

5. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues for the NACo Prescription Discount Card Program for Fiscal Year 2025.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.370500	Miscellaneous Revenue	$232.00

6. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for the NACo Prescription Discount Card Program for Fiscal Year 2025.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0630.004921	Co Wide RX Disc Card Program	$232.00

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

8. Discuss, consider, and take appropriate action to approve the County Attorney's August 2025 Monthly Report in compliance with Code of Criminal Procedure 103.005.

9. Discuss, consider, and take appropriate action to approve the County Attorney's September 2025 Monthly Report in compliance with Code of Criminal Procedure 103.005.

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

11. Discuss, consider, and take appropriate action on a Lease Agreement between Williamson County, Texas, as Landlord, and Don Hart, Jr., as Tenant, for the lease of a residence and improvements and the surface only of approximately 155.394 acres of land located at 3751 North Highway 183, Liberty Hill, Texas 78642.

12. Discuss, consider and take appropriate action on approving the Moving Services Contract #2026-040 with Central Transportation Systems, Inc. in the amount of $60,000.00 for election equipment moving services utilizing cooperative contract # TXMAS-22-96201.

13. Discuss, consider, and take appropriate action on approving Leasing Agreement #2026-052 between Williamson County and Pitney Bowes, Inc. for leasing a postage machine for the monthly charge of $76.68 for sixty (60) months pursuant to Sourcewell contract #070125-PIT, and authorizing the execution of the agreement.

14. Discuss, consider, and take appropriate action on approving the Goods and Services Contract #2026-045 for the purchase and installation of workstations with Facilities Resource, Inc. for the Constables Office in Precinct #1, in the amount of $36,627.58, and authorize the execution of this agreement pursuant to Omnia National Cooperative Contract #R240117.

15. Discuss, consider and take appropriate action on approving the agreement #2026-038 between Lexipol, LLC and Williamson County Sheriff's Office for Police One Academy annual online subscription services in the amount of $23,171.00 and exempting this purchase from the competitive bidding requirement per Texas Local Government Code Discretionary Exemptions §262.024 (a)(7)(A) items for which competition is precluded because of the existence of patents, copyrights, secret processes or monopolies, and authorizing the execution of the agreement.

16. Discuss, consider and take appropriate action on approving Consulting Service Agreement #2026-55 with Rely Information Systems, LLC for Oracle Database Administrator (DBA) patch and upgrade assistance and general DBA support and maintenance of Williamson County Oracle applications for the term of one (1) year effective 11/1/2025 through 10/31/2026 in the not-to-exceed amount of $79,200.00, exempting the purchase from the competitive bidding proposal requirements per the County Purchasing Act, pursuant to the discretionary exemption for personal services, as set forth under the Texas Local Government Code, Section 262.024.(a)(4), a personal or professional service, and authorizing execution of the agreement.

17. Discuss, consider, and take appropriate action on approving Services and Goods Contract No. 2026-044 with Mayans Concrete, LLC and Williamson County for Jail Bollards/Concrete work in the not-to-exceed amount of Two Thousand Nine Hundred Fifty Dollars ($2,950.00) and authorize the execution of the agreement.

18. Discuss, consider, and take appropriate action on approving the Master Service Agreement No. 2026-036, between Williamson County and Red Oak Construction, LLC in the not-to-exceed amount of Five-Hundred Thousand Dollars ($500,000.00) pursuant to Choice Partners/Harris County Department of Education Cooperative Contract #25/033MR-40 and authorize execution of the agreement.

19. Discuss, consider, and take appropriate action on awarding RFSQ #25RFSQ7 to NV5 Consultants, Inc. for Commissioning Services of the Williamson County Expo Center AV Upgrade, in the not-to-exceed amount of Forty-Five Thousand Seven Hundred Fifty and No/100 Dollars ($45,750.00), and authorize execution of the agreement. The funding source is P648.

20. Discuss, consider, and take appropriate action on awarding RFSQ #25RFSQ7 to Wylie & Associates, LLC for Commissioning Services of the Jester Annex HVAC Rooftop Unit (RTU) in the not-to-exceed amount of Eighty-One Thousand and No/100 Dollars ($81,000.00) and authorize execution of the agreement. The funding source is P611.

21. Discuss, consider, and take appropriate action on approving the Construction Service Agreement No. 2026-061 between Williamson County and G2 Construction Services, Inc. for the CJC New Court Prep Door Project in the not-to-exceed amount of Thirteen Thousand Dollars ($13,000.00) pursuant to Cooperative Contract #TIPS 241001 and authorize execution of the agreement.

22. Discuss, consider, and take appropriate action on approving the Construction Service Agreement No. 2026-062 between Williamson County and G2 Construction Services, Inc. for the Hope Alliance Shed Demolition in the not-to-exceed amount of Seven Thousand Two Hundred Dollars ($7,200.00) pursuant to Cooperative Contract #TIPS 241001 and authorize execution of the agreement.

23. Discuss, consider and take appropriate action on Supplemental Work Authorization No. 1 to Work Authorization No. 1 under Williamson County Contract between Alliance Transportation Group, LLC and Williamson County dated March 19, 2024, for Wilco Transportation Plan. Funding source: P621

24. Discuss, consider and take appropriate action on Supplemental Work Authorization No. 1 to Work Authorization No. 2 under Williamson County Contract between Atlas Technical Consultants, LLC and Williamson County dated March 19, 2024, for CR 201. Funding source: 01.0200.0210.004160.

25. Discuss, consider and take appropriate action on Supplemental Work Authorization No. 2 to Work Authorization No. 7 under the Williamson County Contract between Cobb, Fendley & Associates, Inc. and Williamson County dated July 16, 2019, for CR 255 City of Georgetown Water Line Relocations. Funding source: P546.

26. Discuss, consider and take appropriate action on Supplemental Work Authorization No. 3 to Work Authorization No. 1 under the Williamson County Contract between Kimley-Horn and Associates, Inc. and Williamson County dated March 19, 2024, for Traffic Engineering Services. Funding source: 01.0200.0210.004100.

27. Discuss, consider and take appropriate action on Supplemental Work Authorization No. 1 to Work Authorization No. 5 under the Williamson County Contract between Gray Engineering, Inc. and Williamson County dated May 31, 2022, for Drainage Improvements on CR 222, CR 378, CR 383, CR 467, CR 417. Funding source: 01.0200.0210.004100.

28. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed responses for IFB Hauling, under IFB #26IFB3.

29. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed responses for IFB CR 417 Cross Culvert Replacement, under IFB #26IFB4.

REGULAR AGENDA

30. Discuss, consider and take appropriate action on a proclamation naming the month of November as "*Pancreatic Cancer Awareness Month*" in Williamson County.

31. Discuss, consider and take appropriate action on a resolution honoring Russell Fishbeck, senior director of Parks, for his six years of service to Williamson County and its residents.

32. Discuss, consider and take appropriate action on a resolution for Operation Green Light for Veterans (Lighting courthouse green from November 4th 2025 through November 11th 2025).

33. Discuss, consider and take appropriate action on setting the calendar for the 2026-2027 county budget.

34. Discuss, consider and take appropriate action regarding a resolution relating to a public hearing and approving financing by Tarrant County Cultural Education Facilities Finance Corporation for the benefit of Ascension Health Alliance d/b/a Ascension and related matters in compliance with Section 147(f) of the Internal Revenue Code (Note: The proposed resolution approving the bonds does not create any liability for Williamson County).

35. Discuss, consider, and take appropriate action setting a time, date, and location to hold a workshop to discuss matters affecting Williamson County, to include, but not be limited to a policy concerning use of the Round Rock Jester Annex Community Room; matters pertaining to the Texas Water Development Board's Groundwater Monitoring Program; watershed water quality and storm sewer drainage in Williamson County; supplemental funding of Emergency Services Districts, Volunteer Fire Departments, and Fire Chief's Association; and any additional items to be added to the workshop agenda by members of the Williamson County Commissioners Court.

36. Discuss, consider, and take appropriate action authorizing Williamson County All District Courts to apply for funding through the Office of Juvenile Justice and Delinquency Prevention (OJJDP) Program FY2025 local solicitation.

37. Discuss, consider, and take appropriate action authorizing Williamson County All District Courts to apply for funding through the Bureau of Justice Assistance (BJA) Program FY2025 local solicitation.

38. Discuss, consider, and take appropriate action on ordering precinct boundary changes necessary to comply with the Texas Congressional boundaries as passed during the 2025 legislative session (PlanC2333).

39. Discuss, consider and take appropriate action on approving the Services and Goods Contract #2026-041 for Software Licenses between Williamson County and Tenex Software Solutions, Inc., not to exceed $144,750.00 for the term of 10/10/2025 - 09/30/2026, and exempting the purchase from competitive bidding under Texas Local Government Code 262.024(a)(7)(D); captive replacement parts or components for equipment, and authorizing the execution of the Contract.

40. Discuss, consider, and take appropriate action on approving the Services and Goods Contract #2026-048 between Williamson County and FreeIt Data Solutions, Inc. for multiple Rubrik subscriptions for the total amount of $677,106.80, pursuant to the DIR contract #DIR-CPO-4696, and authorize the execution of the agreement.

41. Discuss, consider, and take appropriate action to approve the amendment to Microsoft Enterprise Work Order #202517 originally approved on October 8, 2024, under agenda item #31, with Microsoft Corporation for Unified Enterprise Support Services under DIR Contract #DIR-CPO-4911, covering a three-year term from November 1, 2024, to October 31, 2027, adding the true-up amount of $4,802.33 to year two (2) Support total of $132,630.73.

42. Discuss, consider, and take appropriate action on authorizing the extension of the Blackland County Heritage Park Farm Lease #T4520 for one (1) additional year, from October 1, 2025, through September 30, 2026, under the same terms and conditions as the existing lease, with an updated rental amount of $25,875.00 per year.

43. Receive and acknowledge approval of Change Order No. 1 from J.T. Vaughn Construction, LLC. for the Veterans Services Remodel project to extend time for completion of the project, which was approved by Williamson County Senior Director, Facilities Management, Dale Butler, pursuant to the Commissioners Court's prior delegation of change order approval authority pursuant to Loc. Gov't Code Sec. 262.031.

44. Discuss, consider, and take appropriate action on approving the agreement for the Siren-Operated Sensor (SOS) Gate Access System provided by Georgetown Fire Department for automatic gates at Williamson County Facilities and authorize execution of this Agreement.

45. Discuss, consider, and take appropriate action on approving Renewal #1 for contract #24RFP66, for the commercial lease between Williamson County and George Butler Associates, Inc., (Lessee) for the property located at 1500 CR 269, Leander, Texas 78641, for $6,430.36 per month as rent for the leased premises, plus $894.09 as additional rent for Lessee's payment of real property taxes assessed against the leased premises and authorize the execution of the agreement for a 12-month term from November 1, 2025, to October 31, 2026.

46. Discuss, consider, and take appropriate action on the engagement of the law firm of Bickerstaff Heath Delgado Acosta LLP to represent Williamson County and County employees, Adam Boatright and Kamie Fitzgerald, in relation to the matter of Cause No. 25-2962-C26, *Leen Holding Company Hwy 79, LLC v. Williamson County, et al.;* In the 26th Judicial District Court of Williamson County, Texas; 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 Section 262.024(a)(4), Texas Local Government Code.

47. Discuss, consider, and take appropriate action on the engagement of the law firm of Bickerstaff Heath Delgado Acosta LLP to represent Williamson County and County employee, Markus Tray Taylor, in relation to the matter of Cause No. 25-2983-C368, *Sukhdeep Grewal v. Williamson County, et al.;* In the 368th Judicial District Court of Williamson County, Texas; 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 Section 262.024(a)(4), Texas Local Government Code.

48. Discuss, consider, and take appropriate action regarding $253,415.70 in funding assistance to the City of Granger.

49. Discuss, consider, and take appropriate action regarding a USACE Authorization to Act as an Agent Form and the Request for Jurisdictional Determination associated with the East Wilco Highway, Segment 6 Project, a 2023 Road Bond Project in Commissioner Pct. 4.

50. Discuss, consider, and take appropriate action regarding a TCEQ Agent Authorization Form for the Edwards Aquifer Protection Program associated with the Parmer Lane at SH 45 Project, a 2019 Road Bond Project in Commissioner Pct. 1.

51. Discuss, consider and take appropriate action accepting a Special Warranty Deed from the City of Jarrell related to the CR 314 safety project.

52. Discuss, consider and take appropriate action on an Interlocal Agreement Regarding the Participation of the City of Leander, Texas and Williamson County, Texas, in the Design and Construction Costs Related to the RM 2243 (Hero Way) Construction Project.

53. Discuss, consider and take appropriate action on a real estate contract with James Bates and the unknown heirs of the Estate of Linda Bates, deceased, to acquire 0.2285 AC needed as right of way on the Ronald Reagan Blvd. Segment D project.

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)."

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

a. Discuss potential acquisition of real property tract(s) for the future location of the Williamson County Justice Center and Corrections Facilities.
b. Discuss the potential sale of property located at 102 w. 3rd Street, Georgetown, Texas and 303, 307, 311 and 312 S. Main Street, Georgetown, Texas.

55. 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. 25-2962-C26, Leen Holding Company Hwy 79, LLC v. Williamson County, et al., in the 26th Judicial District Court, Williamson County, Texas.
c. Cause No. 25-2983-C368, Sukhdeep Grewal v. Williamson County, et al., in the 368th Judicial District Court, Williamson County, Texas.

56. Discuss the following economic development negotiations pursuant to the Texas Government Code Section 551.087:
a. Project Seville

REGULAR AGENDA (continued)

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

59. Comments from Commissioners.

60. **Public Comment Period for County Matters that are not on the Agenda.** The Commissioners Court will conduct a Public Comment Period to allow members of the public, who have properly submitted a Public Participation Form, to address the Commissioners Court regarding matters pertaining to or affecting Williamson County, but that do not appear as an Agenda Item on the Commissioners Court's Agenda. During this Public Comment Period, speakers shall be limited to a maximum of two (2) minutes to make his or her remarks and the maximum overall discussion time allowed for this Public Comment Period, regardless of the number of members of the public wishing to address the Court during such period, shall be limited to ten (10) minutes. Speaking time, to the extent possible, will be evenly allocated among speakers should more than five (5) speakers desire to speak during this Public Comment Period. Please note that the members of the Court may not comment during the meeting about matters that are not on the Commissioners Court's Agenda.

_____
Steven Snell, County Judge

This notice of meeting was posted in the locked box located on the south side of the Williamson County Courthouse, a place readily accessible to the general public at all times, on the 22nd day of October 2025 at 5:00 pm and remained posted for at least three business days before the scheduled date of the meeting.

Commissioners Court - Regular Session **4.**

Meeting Date: 10/28/2025

Discuss, consider and take appropriate action on a line item transfer for Public Safety

Submitted For: Richard Semple **Submitted By:** Tammy McCulley, Information Technology

Department: Information Technology

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer for Public Safety

Background

We need to transfer money to cover the remainder of the Body Worn Camera contract with Mission Critical Partners. The project was not completed in FY25.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0523.005740	Computer Equipment > $5,000	$139,000.00
To	0100.0523.004100	Professional Services	$139,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	10/15/2025 12:39 PM
Budget Office	Saira Hernandez	10/15/2025 03:25 PM
Form Started By: Tammy McCulley		Started On: 10/15/2025 10:53 AM
Final Approval Date: 10/15/2025		

Commissioners Court - Regular Session **5.**

Meeting Date: 10/28/2025

NACo BA Rev 10-28-25

Submitted For: Ganae Hempe **Submitted By:** Ganae Hempe, County Auditor

Department: County Auditor

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues for the NACo Prescription Discount Card Program for Fiscal Year 2025.

Background

Williamson County has participated in the free medication discount card program made available through NACo since July 2008. This program provides consumers an average discount of 24% on medications not available through insurance programs, and may be made available to any County resident, without regard to income. There is no cost to participating Counties. The contracted pharmacy benefits manager recoups costs through manufacturer rebate programs. Williamson County and Cities Health District (WCCHD) acts as the County's agent to administer the program, receive the bulk delivery of cards, and manage distribution. The NACo Board of Directors has approved a proposal which will allow counties to receive revenue through the NACo Prescription Discount Card Program. On April 24, 2012, Williamson County Commissioners approved a revised contract allowing revenue sharing, and approved for program revenues to be paid to WCCHD as reimbursement for administering the program locally.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.370500	Miscellaneous Revenue	$232.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	10/21/2025 08:39 AM
Form Started By: Ganae Hempe		Started On: 10/20/2025 01:13 PM
Final Approval Date: 10/21/2025		

Commissioners Court - Regular Session **6.**

Meeting Date: 10/28/2025

NACo BA Exp 10-28-25

Submitted For: Ganae Hempe **Submitted By:** Ganae Hempe, County Auditor

Department: County Auditor

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for the NACo Prescription Discount Card Program for Fiscal Year 2025.

Background

Williamson County has participated in the free medication discount card program made available through NACo since July 2008. This program provides consumers an average discount of 24% on medications not available through insurance programs, and may be made available to any County resident, without regard to income. There is no cost to participating counties. The contracted pharmacy benefits manager recoups costs through manufacturer rebate programs. Williamson County and Cities Health District (WCCHD) acts as the County's agent to administer the program, receive the bulk delivery of cards, and manage distribution. The NACo Board of Directors has approved a proposal which will allow counties to receive revenue through the NACo Prescription Discount Card Program. On April 24, 2012, Williamson County Commissioners approved a revised contract allowing revenue sharing, and approved for program revenues to be paid to WCCHD as reimbursement for administering the program locally.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0630.004921	Co Wide RX Disc Card Program	$232.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	10/21/2025 08:40 AM
Form Started By: Ganae Hempe		Started On: 10/20/2025 01:21 PM
Final Approval Date: 10/21/2025		

Commissioners Court - Regular Session **7.**

Meeting Date: 10/28/2025

Compensation Items

Submitted By: Kayla Marek, Human Resources

Department: Human Resources

Agenda Category: Consent

Information

Agenda Item

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

Background

See attached documentation for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Merit Report

Merit LIT

Form Review

Inbox	Reviewed By	Date
Human Resources (Originator)	Allen Frederick	10/21/2025 03:12 PM
County Judge Exec Asst.	Delia Colon	10/21/2025 03:23 PM
Budget Office	Saira Hernandez	10/22/2025 07:58 AM
Form Started By: Kayla Marek		Started On: 10/21/2025 02:11 PM
Final Approval Date: 10/22/2025		

Department	Position	Emp Num	Current Annual Salary	Annual Merit Amt	Merit %	New Annual Salary	Lump-sum Merit	Pay Proposal Reason	Effective Date of Change
COMM COURT - GRANTS	CCG DC Jury Coordinator NEW.2015.001100.	17287	$49,135.74	$982.72	2.00	$50,118.45	-	MERIT	24-Oct-25
COMM COURT - GRANTS	CCG CA Attorney I NEW.2007.001100.	17556	$80,615.60	$1,612.26	2.00	$82,227.86	-	MERIT	7-Nov-25
County Attorney	Attorney II.0033.001100.	17232	$92,707.68	$1,854.06	2.00	$94,561.74	-	MERIT	7-Nov-25
County Attorney	Attorney I.1633.001100.	17319	$83,975.58	$1,679.60	2.00	$85,655.18	-	MERIT	7-Nov-25
County Attorney	Office Administrator.0020.001100.	16109	$62,877.10	$1,257.62	2.00	$64,134.72	-	MERIT	7-Nov-25
County Attorney	Victim Assistance Coord.0012.001100.	17571	$56,987.78	$1,139.76	2.00	$58,127.53	-	MERIT	7-Nov-25
Emergency Medical Services	EMS Paramedic.1830.001100.	16747	$51,605.80	$1,032.12	2.00	$52,637.92	-	MERIT	7-Nov-25
Unified Road Systems	Operator I.1555.001100.	16574	$46,375.27	$1,391.24	3.00	$47,766.51	-	MERIT	7-Nov-25
Unified Road Systems	Operator I.1655.001100.	17548	$46,375.27	$1,391.24	3.00	$47,766.51	-	MERIT	7-Nov-25
Unified Road Systems	Operator I.1515.001100.	17549	$46,375.27	$1,391.24	3.00	$47,766.51	-	MERIT	7-Nov-25

				(TO)	(FROM)	
entity	**fund**	**dept**	**object**	**dr**	**cr**	
01	0100	0475	001100	5,931.04		
01	0100	0475	001130		5,931.04	
01	0100	0540	001100	1,032.12		
01	0100	0540	002010	78.96		
01	0100	0540	002020	157.53		
01	0100	8004	001130		1,032.12	
01	0100	8004	002010		78.96	
01	0100	8004	002020		157.53	
01	0200	0210	001100	4,173.72		
01	0200	0210	001130		4,173.72	
01	0200	0210	001130	1,305.85		Reverse merit PCN 2131
01	0200	0210	001100		1,305.85	Reverse merit PCN 2131
01	0100	8003	001130	1,474.07		Reverse merit PCN 1419
01	0100	8003	002010	112.77		Reverse merit PCN 1419
01	0100	8003	002020	224.98		Reverse merit PCN 1419
01	0100	0560	001100		1,474.07	Reverse merit PCN 1419
01	0100	0560	002010		112.77	Reverse merit PCN 1419
01	0100	0560	002020		224.98	Reverse merit PCN 1419
01	0100	8004	001130	1,245.91		Reverse merit PCN 0144
01	0100	8004	002010	95.31		Reverse merit PCN 0144
01	0100	8004	002020	190.16		Reverse merit PCN 0144
01	0100	0581	001100		1,245.91	Reverse merit PCN 0144
01	0100	0581	002010		95.31	Reverse merit PCN 0144
01	0100	0581	002020		190.16	Reverse merit PCN 0144
01	0508	0508	001130	824.84		Reverse merit PCN 1728
01	0508	0508	001100		824.84	Reverse merit PCN 1728
01	0100	0510	001130	549.90		Reverse merit PCN 1728
01	0100	0510	001100		549.90	Reverse merit PCN 1728
01	0100	8004	001130	1,032.12		Reverse merit PCN 0830
01	0100	8004	002010	78.96		Reverse merit PCN 0830
01	0100	8004	002020	157.53		Reverse merit PCN 0830
01	0100	0540	001100		1,032.12	Reverse merit PCN 0830
01	0100	0540	002010		78.96	Reverse merit PCN 0830
01	0100	0540	002020		157.53	Reverse merit PCN 0830
01	0100	8004	001130	1,078.56		Reverse merit PCN 0867
01	0100	8004	002010	82.51		Reverse merit PCN 0867
01	0100	8004	002020	164.62		Reverse merit PCN 0867
01	0100	0540	001100		1,078.56	Reverse merit PCN 0867
01	0100	0540	002010		82.51	Reverse merit PCN 0867
01	0100	0540	002020		164.62	Reverse merit PCN 0867

Commissioners Court - Regular Session **8.**

Meeting Date: 10/28/2025

County Attorney August 2025 Monthly Report

Submitted For: Dee Hobbs **Submitted By:** Stephanie Lloyd, County Attorney

Department: County Attorney

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action to approve the County Attorney's August 2025 Monthly Report in compliance with Code of Criminal Procedure 103.005.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

August report

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	10/21/2025 09:56 AM
Form Started By: Stephanie Lloyd		Started On: 10/21/2025 09:42 AM
Final Approval Date: 10/21/2025		

IN COMPLIANCE WITH ARTICLE 103
CODE OF CRIMINAL PROCEDURE

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

Before me, the undersigned authority, on this day personally appeared Dee Hobbs, County Attorney, Williamson County, who, on his oath, stated that the attached report of money collected is a true and correct report for the month of August, 2025.

Dee Hobbs

DEE HOBBS
COUNTY ATTORNEY

On this 21st day of October, 2025, to certify which witness my hand and seal of office.

Stephanie J. Lloyd

NOTARY PUBLIC
In and for the State of Texas

NOTARY PUBLIC STATE OF TEXAS
STEPHANIE J. LLOYD
My Notary ID # 134027569
Expires October 21, 2026

GL Revenue Object	GL Revenue Fund	Receipt Source	Receipt Date	Receipt Number	Receipt Comment	Receipt Amount
207015	0100	CO ATTY	05-Aug-2025	36224	REC 2024-5499; 8/5/25	$ 60.00
			11-Aug-2025	36260	REC 2025-3561; 8/7/25	$ 395.00
			12-Aug-2025	36263	REC 2024-2546 ($60); 2024-4161 ($60); 2024-5335 ($350); 2024-5683 ($60); 8/12/25	$ 530.00
			19-Aug-2025	36296	REC 2024-1187 ($60); 2024-3002 ($60); 2024-3271 ($60); 2024-3527 ($60); 2024-5015 ($60); 2025-1675 ($700); 8/19/25	$ 1,000.00
			25-Aug-2025	36316	REC 2023-5271 ($60); 2024-2452 ($16); 2024-3566 ($180); 2024-4559 ($600); 2024-5924 ($60); 8/21/25	$ 916.00
			26-Aug-2025	36324	REC 2024-2452 ($44); 2024-3803 ($60); 2024-6046 ($60); 8/26/25	$ 164.00
207015 Total						**$ 3,065.00**
341300	0406	CO ATTY HC FEES	05-Aug-2025	36224	HOT CHECK FEES - JULY 2025	$ 95.00
341300 Total						**$ 95.00**
351000	0364	CO ATTY INTERVENTION	01-Aug-2025	36212	REC: 2024-5803; 8/1/25	$ 500.00
			05-Aug-2025	36224	REC 2024-2015; THIS WAS A DOUBLE ENTRY, TWO REPORTS SENT SEPERATE DAYS. ORIG ENTERIES 7/30 REC#36196 & 7/31 REC#36208. THIS IS TO REMOVE ONE OF THOSE ENTRIES.	($ 360.00)
			12-Aug-2025	36263	REC 2024-4267; 8/11/25	$ 500.00
			25-Aug-2025	36316	REC 2024 (1870, 1983, 2691, 3125, 3566, 3910, 3966, 4128, 4740, 5251, 5924, 6046); 2025-0330, 2025-0355; 8/22/25	$ 6,300.00
		CO ATTY INTERVENTION 1	19-Aug-2025	36296	REC 2023-5271; 2024-(0806, 2209, 2452, 3002, 3132, 3320, 3493, 3527, 3681, 4385, 4621, 5015, 5231, 5706, 6019); 2025-(0307, 0776, 0938, 0977, 1067); 8/15/25	$ 9,100.00
		CO ATTY INTERVENTION 2	19-Aug-2025	36296	REC 2023-5432; 2024-(1051, 1187, 1976, 3271, 4286, 4756, 5234); 2025- (0154, 1494, 1745), 8/18/2025	$ 4,940.00
351000 Total						**$ 20,980.00**
Grand Total						**$ 24,140.00**

Criminal Restitution August 2025

Date	Payor	Amount	Case #	Deposit Date
8/4/2025	Aleksey V Kuzmin	$ 60.00	2024-5499	8/5/2025
		$ 60.00		
Date	Payor	Amount	Case #	Deposit Date
8/6/2025	Silpa Galiveeti	$ 395.00	2025-3561	8/7/2025
		$ 395.00		
Date	Payor	Amount	Case #	Deposit Date
8/11/2025	Devon Rasch	$ 60.00	2024-2546	8/12/2025
8/7/2025	Dovran Sapargylyjov	$ 60.00	2024-4161	8/12/2025
8/7/2025	Ernest Cooper	$ 350.00	2024-5335	8/12/2025
8/8/2025	Efrain Alejandro Rojas	$ 60.00	2024-5683	8/12/2025
		$ 530.00		
Date	Payor	Amount	Case #	Deposit Date
8/15/2025	James Michael Azevedo	$ 60.00	2024-1187	8/19/2025
8/14/2025	Jose Luis Acosta	$ 60.00	2024-3002	8/19/2025
8/15/2025	Ashley Marie Del Barto	$ 60.00	2024-3271	8/19/2025
8/14/2025	Cristian Sanchez Duran	$ 60.00	2024-3527	8/19/2025
8/15/2025	Maria Guadalupe Estrada-Barns	$ 60.00	2024-5015	8/19/2025
8/14/2025	Frederick Singleton Jr	$ 700.00	2025-1675	8/19/2025
		$ 1,000.00		
Date	Payor	Amount	Case #	Deposit Date
8/19/2025	David Cameron Gouldner	$ 60.00	2023-5271	8/21/2025
8/20/2025	Deborah Carol Moore	$ 16.00	2024-2452	8/21/2025
8/20/2025	Abraham Pastrana Serrano	$ 180.00	2024-3566	8/21/2025
8/20/2025	Kadin Joseph Willis	$ 600.00	2024-4559	8/21/2025
8/20/2025	Stefanie Renee Carver	$ 60.00	2024-5924	8/21/2025
		$ 916.00		**8/21/2025**
Date	Payor	Amount	Case #	Deposit Date
8/25/2025	Deborah Carol Moore	$ 44.00	2024-2452	8/26/2025
8/25/2025	Sonja Martinez	$ 60.00	2024-3803	8/26/2025
8/25/2025	Joaquin Rafael Hernandez-Bastidas	$ 60.00	2024-6046	8/26/2025
		$ 164.00		

Disbursement Summary

TXWILLIAMSONPROD

Collection Date Range: **07/01/2025 - 07/31/2025** **Ignore Tender Holds: No** **Final Copy**

County Attorney **County Attorney Bank**

Williamson County Treasurer - HC

Disbursement Summary

Code Word	Description	(+) Collection Amount	(+) Previous Escrow	(-) Escrow Deductions	(-) Escrow Held	Disbursement Amount
CHKFEE	Check Fee	95.00	0.00	0.00	0.00	95.00

Disbursement Summary Totals	(+) Collection Amount	(+) Previous Escrow	(-) Escrow Deductions	(-) Escrow Held	Disbursement Amount
	95.00	0.00	0.00	0.00	95.00

Disbursement Detail

Check ID Number	Defendant	Code	(+) Collection Amount	(+) Previous Escrow	(-) Escrow Deductions	(-) Escrow Held	Disbursement Amount
25-00027	Berryman, Andrea Joyce (PID #: 1777408)	CHKFEE	30.00	0.00	0.00	0.00	30.00
25-00032	Sharp, Justin (PID #: 737398)	CHKFEE	15.00	0.00	0.00	0.00	15.00
25-00034	Parker, Patsy (PID #: 1327490)	CHKFEE	50.00	0.00	0.00	0.00	50.00
Totals:			**95.00**	**0.00**	**0.00**	**0.00**	**95.00**

PTI Fees August 2025

date	payor	amount	control #	deposit date	invoice #
7/31/2025	Jamie Steven Wallace	$ 500.00	2024-5803	8/1/2025	1157
		$ 500.00			
date	**payor**	**amount**	**control #**	**deposit date**	**invoice #**
8/10/2025	Aaron Giles	$500.00	2024-4267	8/11/2025	1156
		$ 500.00			
date	**payor**	**amount**	**control #**	**deposit date**	**invoice #**
8/14/2025	David Cameron Gouldner	$ 360.00	2023-5271	8/15/2025	1156
8/14/2025	Jose Alfredo Banegas Zavalia	$ 500.00	2024-0806	8/15/2025	1156
8/14/2025	Keehl Alexander Robnett	$ 500.00	2024-2209	8/15/2025	1156
8/14/2025	Deborah Carol Moore	$ 500.00	2024-2452	8/15/2025	1157
8/14/2025	Jose Luis Acosta	$ 360.00	2024-3002	8/15/2025	1156
8/14/2025	Jessica Rane Braun	$ 360.00	2024-3132	8/15/2025	1156
8/14/2025	Michael Allen Boutwell	$ 360.00	2024-3320	8/15/2025	1156
8/14/2025	Steven Paul Mongno	$ 360.00	2024-3493	8/15/2025	1156
8/14/2025	Cristian Sanchez Duran	$ 360.00	2024-3527	8/15/2025	1156
8/14/2025	Nicholas Filary	$ 500.00	2024-3681	8/15/2025	1156
8/14/2025	Tiffany Stovall	$ 500.00	2024-4385	8/15/2025	1156
8/14/2025	Joseph Zsebyli	$ 500.00	2024-4621	8/15/2025	1156
8/14/2025	Maria Guadalupe Estrada-Barns	$ 500.00	2024-5015	8/15/2025	1156
8/14/2025	Mario Flores Jaimes	$ 360.00	2024-5231	8/15/2025	1156
8/14/2025	Jorge Javier Acosta-Zambrano	$ 360.00	2024-5706	8/15/2025	1156
8/14/2025	Oscar Torres Hernandez	$ 500.00	2024-6019	8/15/2025	1156

8/14/2025	Jung Kwak	$ 360.00	2025-0307	8/15/2025	1156
8/14/2025	Erin Brooke Nowlin	$ 360.00	2025-0776	8/15/2025	1156
8/14/2025	Rebecca Grace Craig	$ 500.00	2025-0938	8/15/2025	1156
8/14/2025	Blake Conover	$ 500.00	2025-0977	8/15/2025	1156
8/14/2025	Nicole Gould	$ 500.00	2025-1067	8/15/2025	1156
		$ 9,100.00			
date	**payor**	**amount**	**control #**	**deposit date**	**invoice #**
8/15/2025	Yaniel Perez Salazar	$ 500.00	2023-5432	8/18/2025	1156
8/15/2025	Devin Delawrence McMarion	$ 360.00	2024-1051	8/18/2025	1156
8/15/2025	James Michael Azevedo	$ 360.00	2024-1187	8/18/2025	1157
8/15/2025	Imperia Yannet Zacarias	$ 360.00	2024-1976	8/18/2025	1156
8/15/2025	Ashley Marie Del Barto	$ 500.00	2024-3271	8/18/2025	1156
8/15/2025	Jose Rosas	$ 500.00	2024-4286	8/18/2025	1156
8/15/2025	Ashley Michelle Russell	$ 500.00	2024-4756	8/18/2025	1156
8/15/2025	Brian Tyler Arterburn	$ 360.00	2024-5234	8/18/2025	1156
8/15/2025	Edward Kim Ham	$ 500.00	2025-0154	8/18/2025	1156
8/15/2025	Kealalaina Kealohilani Ng	$ 500.00	2025-1494	8/18/2025	1156
8/15/2025	Cody Douglas Howard	$ 500.00	2025-1745	8/18/2025	1156
		$ 4,940.00			
date	**payor**	**amount**	**control #**	**deposit date**	**invoice #**
8/21/2025	Davino Ramirez Castillo	$ 500.00	2024-1870	8/22/2025	1156
8/20/2025	Tiffany Diane Vallejo	$ 360.00	2024-1983	8/22/2025	1156
8/20/2025	Roxanna Medina	$ 500.00	2024-2691	8/22/2025	1156

8/20/2025	Rohith Raghavendra Udupa	$ 360.00	2024-3125	8/22/2025	1156
8/20/2025	Abraham Pastrana Serrano	$ 500.00	2024-3566	8/22/2025	1156
8/20/2025	John Wayne Armstrong	$ 360.00	2024-3910	8/22/2025	1156
8/20/2025	Jaylen Muhammad Johnson	$ 500.00	2024-3966	8/22/2025	1156
8/21/2025	Karthik Magam	$ 500.00	2024-4128	8/22/2025	1156
8/21/2025	Brittni Leann Morin	$ 500.00	2024-4740	8/22/2025	1156
8/20/2025	William Craddock Rox	$ 500.00	2024-5251	8/22/2025	1156
8/21/2025	Stefanie Renee Carver	$ 500.00	2024-5924	8/22/2025	1156
8/20/2025	Joaquin Rafael Hernandez-Bastidas	$ 360.00	2024-6046	8/22/2025	1156
8/20/2025	Alejandro Aguado	$ 500.00	2025-0330	8/22/2025	1156
8/20/2025	McKenzie Lea Adams	$ 360.00	2025-0355	8/22/2025	1156
		$ 6,300.00			

Commissioners Court - Regular Session **9.**

Meeting Date: 10/28/2025

County Attorney September 2025 Monthly Report

Submitted For: Dee Hobbs **Submitted By:** Stephanie Lloyd, County Attorney

Department: County Attorney

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action to approve the County Attorney's September 2025 Monthly Report in compliance with Code of Criminal Procedure 103.005.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

September 2025

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	10/21/2025 10:54 AM
Form Started By: Stephanie Lloyd		Started On: 10/21/2025 10:09 AM
Final Approval Date: 10/21/2025		

IN COMPLIANCE WITH ARTICLE 103
CODE OF CRIMINAL PROCEDURE

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

Before me, the undersigned authority, on this day personally appeared Dee Hobbs, County Attorney, Williamson County, who, on his oath, stated that the attached report of money collected is a true and correct report for the month of September, 2025.

Dee Hobbs

DEE HOBBS
COUNTY ATTORNEY

On this 21st day of October, 2025, to certify which witness my hand and seal of office.

Stephanie J. Lloyd

NOTARY PUBLIC
In and for the State of Texas

NOTARY PUBLIC STATE OF TEXAS
STEPHANIE J. LLOYD
My Notary ID # 134027569
Expires October 21, 2026

GL Revenue Object	GL Revenue Fund	Receipt Source	Receipt Date	Receipt Number	Receipt Comment	Receipt Amount
207015	0100	CO ATTY	04-Sep-2025	36366	2024-4880	$ 60.00
					2025-3192	$ 2,826.00
			09-Sep-2025	36383	2024-3243 ($60); 2024-3283 ($180); 9/9/25	$ 240.00
			11-Sep-2025	36392	REC 2024-1086 ($60), 2024-1571 ($60), 2024-1892 ($60), 2024-4987 ($60), 2024-5237 ($60), 2024-5652 ($113), 2024-5850($60); 9/11/25	$ 473.00
			25-Sep-2025	36459	2024-0848 ($250); 2024-1543 ($275); 2024-1547 ($800); 2024-2230 ($60); 2024-2564 ($3,830.71); 2024-3297 ($60); 2024-5762 ($180); 2025-1179 ($60); 9/23/25	$ 5,515.71
			26-Sep-2025	36463	REC 2024-2600 ($60); 2024-3027 ($60); 2025-0683 ($60); 9/25/25	$ 180.00
			30-Sep-2025	36476	2024-3346; 09/30/2025	$ 180.00
		CO ATTY 1	18-Sep-2025	36426	REC: 2024- (1910, 2964, 3630, 3826, 4222, 4454, 4463; $60 EACH); 2025-0414 ($60); 2025-0809 ($60)	$ 540.00
		CO ATTY 2	18-Sep-2025	36426	REC 2024-0688 ($60); 2024-4096 ($60); 2024-5559 ($60); 2024-5644 ($60); 9/18/25	$ 240.00
207015 Total						**$ 10,254.71**
341300	0406	CO ATTY HC FEES	04-Sep-2025	36366	HOT CHECK FEE - AUGUST 2025	$ 155.00
341300 Total						**$ 155.00**
351000	0364	CO ATTY INTERVENTION	03-Sep-2025	36357	REC 2024-2342; 9/3/25	$ 360.00
			05-Sep-2025	36370	REC 2024-1264; 8/5/25	$ 360.00
			11-Sep-2025	36392	REC 2024- (0688, 1086, 1892, 2718, 2883, 3200, 3243, 3283, 4138, 4449, 4875, 4880, 5499); 2025-0087; 9/10/25	$ 6,020.00
			12-Sep-2025	36395	REC 2024 (0688, 0133, 0234, 0456, 1401, 1571, 1910, 2111, 2230, 2503, 2533, 2546, 2806, 2848, 2921, 3027, 3278, 3507, 3826, 4215, 4222, 4245, 4320, 4448, 4463, 4570, 4582, 4592, 4785, 4987, 5153, 5237, 5850); 2025-0215; 9	$ 15,440.00
			16-Sep-2025	36407	2024-3027, 2023-0977, 2024-0036, 2024-2118, 2024-2549, 2024-2964, 2024-4096, 2024-4454, 2025-0414, 2025-0809, 2025-1205, 2025-1475	$ 5,010.00
			19-Sep-2025	36430	REC 2024- (1269, 2326, 2549, 4458, 4579, 4957, 5559); 2025-0016, 2025-0683; 9/19/25	$ 3,870.00
			23-Sep-2025	36443	REC 2024-1046; 9/22/25	$ 500.00
			26-Sep-2025	36463	REC 2024-3346; 9/25/25	$ 500.00
			30-Sep-2025	36476	2024-0637; 2025-1250; 09/29/2025	$ 1,000.00
		CO ATTY INTERVENTION 1	17-Sep-2025	36420	2024-5352	$ 500.00
		CO ATTY INTERVENTION 2	17-Sep-2025	36420	2024-2600, 2024-3630, 2024-3901, 2024-5644, 2024-5652, 2024-5683, 2025-0149, 2025-0306	$ 3,720.00
351000 Total						**$ 37,280.00**
352200	0100	CO ATTY 2	16-Sep-2025	36407	CAUSE # 23-1568-CC3 CARLOS ZAMBRANO MEDINA	$ 2,022.00
					CAUSE # 24-0398-CC3 ALEJANDRA BALLESTEROS	$ 522.00
					CAUSE #23-1404-CC3 ISAIAS O ARTEAGA	$ 522.00
					CAUSE #23-1546-CC3 JESSICA VASQUEZ	$ 47.00
					CAUSE #23-1641-CC3 CAMERON JAMIELLE HAWKINS	$ 1,522.00
					CAUSE #24-0548-CC3 SHERRY JAMESE DEXTER	$ 2,022.00
					CAUSE #24-0552-CC3 YOSELYN ABIGAIL CHIROY-TICUM	$ 1,944.00
					CAUSE #24-05550-CC3 PALO RESENDIZ-ESTRADA	$ 1,522.00
					CAUSE #24-0565-CC3 KYLE TOWNS	$ 522.00
					CAUSE #24-0644-CC3 JUAN CARLOS GONZALES RIVERA	$ 2,022.00

GL Revenue Object	GL Revenue Fund	Receipt Source	Receipt Date	Receipt Number	Receipt Comment	Receipt Amount
					CAUSE #24-0645-CC3 JUAN CARLOS GONZALES RIVERA	$ 2,522.00
					CAUSE #24-0830-CC3 OBET JESUS GRAJEDA	$ 522.00
					CAUSE #24-0917-CC3 LUIS CABRERA LOPEZ	$ 522.00
					CAUSE #24-0918-CC3 DAVID MORALES GUZMAN	$ 2,022.00
					CAUSE #24-0935-CC3 LUIS CARRILLO CUELLAR	$ 1,522.00
352200 Total						**$ 19,777.00**
370500	0100	CO ATTY 1	16-Sep-2025	36407	MISC FEES RECEIVED FROM SUBPOENA PROCESS SERVER	$ 21.00
370500 Total						**$ 21.00**
Grand Total						**$ 67,487.71**

Criminal Restitution September 2025

Date	Payor	Amount	Case #	Deposit Date
8/28/2025	Kim Chandler	$ 60.00	2024-4880	9/2/2025
8/28/2025	David Joshua Bayer	$ 2,826.00	2025-3192	9/2/2025
		$ 2,886.00		
Date	Payor	Amount	Case #	Deposit Date
9/6/2025	Maria Margarita Padron Bedolla	$ 60.00	2024-3243	9/9/2025
9/6/2025	Braden Alan Ohara	$ 180.00	2024-3283	9/9/2025
		$ 240.00		
Date	Payor	Amount	Case #	Deposit Date
9/9/2025	Sean Patrick Tuohey	$ 60.00	2024-1086	9/11/2025
9/10/2025	Cory James Cawthon	$ 60.00	2024-1571	9/11/2025
9/9/2025	Aaron Daniel Taylor	$ 60.00	2024-1892	9/11/2025
9/10/2025	Kyle Walter Frisbie	$ 60.00	2024-4987	9/11/2025
9/10/2025	Kevin Larod Robins	$ 60.00	2024-5237	9/11/2025
9/10/2025	Jersun Raynaldo Landeros	$ 113.00	2024-5652	9/11/2025
9/10/2025	Matthew Garcia	$ 60.00	2024-5850	9/11/2025
		$ 473.00		
Date	Payor	Amount	Case #	Deposit Date
9/11/2025	Crystal Balderas	$ 60.00	2024-1910	9/16/2025
9/12/2025	Gregory Lewis Von Quintus	$ 60.00	2024-2964	9/16/2025
9/15/2025	Cassidy Brooke Doggett	$ 60.00	2024-3630	9/16/2025
9/11/2025	Alvis Joe Taylor	$ 60.00	2024-3826	9/16/2025
9/11/2025	Boris Nikolaev Chalakov	$ 60.00	2024-4222	9/16/2025
9/12/2025	Leon Bartlett Rodriguez	$ 60.00	2024-4454	9/16/2025
9/11/2025	Kenneth Oscar Bigham, II	$ 60.00	2024-4463	9/16/2025
9/12/2025	Kyle James Frugoni	$ 60.00	2025-0414	9/16/2025

9/12/2025	Case Christopher Vogler	$ 60.00	2025-0809	9/16/2025
		$ 540.00		
Date	Payor	Amount	Case #	Deposit Date
9/17/2025	Ariana Lizbeth Kolitsos	$ 60.00	2024-0688	9/18/2025
9/16/2025	Rene Ricardo Pichardo-Tavarez	$ 60.00	2024-4096	9/18/2025
9/17/2025	Quinn Trudeau	$ 60.00	2024-5559	9/18/2025
9/16/2025	Jorge Luis Rodriguez-Rodriguez	$ 60.00	2024-5644	9/18/2025
		$ 240.00		
Date	Payor	Amount	Case #	Deposit Date
9/18/2025	Richard Guajardo, Jr	$ 250.00	2024-0848	9/23/2025
9/18/2025	Christopher Blake Segura	$ 275.00	2024-1543	9/23/2025
9/18/2025	Christopher Blake Segura	$ 800.00	2024-1547	9/23/2025
9/19/2025	Xavier Paul Sulaica	$ 60.00	2024-2230	9/23/2025
9/18/2025	Christopher William Benham	$ 3,830.71	2024-2564	9/23/2025
9/18/2025	Quincey R Simmons	$ 60.00	2024-3297	9/23/2025
9/18/2025	Christian Michael Nagy	$ 180.00	2024-5762	9/23/2025
9/22/2025	Lucie Panambi Mangawe	$ 60.00	2025-1179	9/23/2025
		$ 5,515.71		
Date	Payor	Amount	Case #	Deposit Date
9/23/2025	Juan Perez-Venegas	$ 60.00	2024-2600	9/25/2025
9/23/2025	Benito Gomez	$ 60.00	2024-3027	9/25/2025
9/23/2025	Emily Juliette Bliss	$ 60.00	2025-0683	9/25/2025
		$ 180.00		
Date	Payor	Amount	Case #	Deposit Date
9/25/2025	Hermino Vaca-Gonzalez	$ 180.00	2024-3346	9/30/2025
		$ 180.00		

Check Register

Hot Check Fees September 2025

TXWILLIAMSONPROD

Submitted Date Range: 09/02/2025 to 09/02/2025 Include: Detail

County Attorney

Submitted	Submitted By	Source	Disb. Check #	Pay To	Check ID Number	Amount
9/2/2025 12:07 PM	[redacted]	Group 441	53542	[redacted]	**Multiple Checks**	**1,105.97**
					24-00063	417.10
					24-00064	80.00
					25-00001	105.00
					25-00028	119.47
					25-00038	100.22
					25-00039	72.79
					25-00047	211.39
9/2/2025 12:07 PM	[redacted]	Group 441	53543	[redacted]	24-00056	150.00
9/2/2025 12:07 PM	[redacted]	Group 441	53544	Williamson County Treasurer - HC	**Multiple Checks**	**155.00**
					24-00063	50.00
					24-00064	15.00
					25-00001	15.00
					25-00028	15.00
					25-00038	15.00
					25-00039	15.00
					25-00047	30.00
9/2/2025 12:07 PM	[redacted]	Group 441	53545	[redacted]	20-00103	30.00

Checks Not Voided: 4 **1,440.97**

Checks Voided: 0 **00.00**

PTI Fees September 2025

date	payor	amount	control #	deposit date
8/30/2025	Daid Eugene Parisotto	$ 360.00	2024-2342	9/3/2025
		$ 360.00		
date	**payor**	**amount**	**control #**	**deposit date**
9/4/2025	Ben Jackson Nguyen	$ 360.00	2024-1264	9/5/2025
		$ 360.00		
date	**payor**	**amount**	**control #**	**deposit date**
9/9/2025	Ariana Lizbeth Kolitsos	$ 500.00	2024-0688	9/10/2025
9/9/2025	Sean Patrick Tuohey	$ 500.00	2024-1086	9/10/2025
9/9/2025	Aaron Daniel Taylor	$ 500.00	2024-1892	9/10/2025
9/9/2025	Jason Rene Guerrero	$ 360.00	2024-2718	9/10/2025
9/9/2025	Raisel Perez-Barroso	$ 360.00	2024-2883	9/10/2025
9/9/2025	Trey Michael Garza	$ 360.00	2024-3200	9/10/2025
9/8/2025	Maria Margarita Padron Bedolla	$ 360.00	2024-3243	9/10/2025
9/9/2025	Braden Alan Ohara	$ 500.00	2024-3283	9/10/2025
9/9/2025	Joshua Salazar Moreno	$ 360.00	2024-4138	9/10/2025
9/9/2025	Jasmin Ann Lee Nestle	$ 360.00	2024-4449	9/10/2025
9/9/2025	Zariah Joyce	$ 500.00	2024-4875	9/10/2025
9/9/2025	Kim Chandler	$ 360.00	2024-4880	9/10/2025
9/9/2025	Aleksey V Kuzmin	$ 500.00	2024-5499	9/10/2025

9/9/2025	Jeremiah Edison	$ 500.00	2025-0087	9/10/2025
		$ 6,020.00		
date	**payor**	**amount**	**control #**	**deposit date**
9/10/2025	Ariana Lizbeth Kolitsos	$ (140.00)	2024-0688	9/12/2025
9/10/2025	John Michael Bernal	$ 500.00	2024-0133	9/12/2025
9/11/2025	Demond Smith	$ 500.00	2024-0234	9/12/2025
9/11/2025	Sean Thomas Fields	$ 500.00	2024-0456	9/12/2025
9/10/2025	Sergio Trochez	$ 500.00	2024-1401	9/12/2025
9/10/2025	Cory James Cawthon	$ 500.00	2024-1571	9/12/2025
9/11/2025	Crystal Balderas	$ 500.00	2024-1910	9/12/2025
9/11/2025	Angela Storen Franco	$ 360.00	2024-2111	9/12/2025
9/10/2025	Xavier Paul Sulaica	$ 500.00	2024-2230	9/12/2025
9/10/2025	James Isai Chavez	$ 500.00	2024-2503	9/12/2025
9/11/2025	Ernesto Jose Vidaurri	$ 500.00	2024-2533	9/12/2025
9/11/2025	Devon Rasch	$ 500.00	2024-2546	9/12/2025
9/11/2025	Alex Jaimes Jaimes	$ 500.00	2024-2806	9/12/2025
9/10/2025	Joseph Christian Williamson	$ 500.00	2024-2848	9/12/2025
9/10/2025	Idael Carrera-Campos	$ 500.00	2024-2921	9/12/2025
9/11/2025	Benito Gomez	$ 420.00	2024-3027	9/12/2025
9/11/2025	Bryce Sidney Shuford	$ 500.00	2024-3278	9/12/2025

9/11/2025	Patricia Elaine Mendoza	$ 500.00	2024-3507	9/12/2025
9/11/2025	Alvis Joe Taylor	$ 360.00	2024-3826	9/12/2025
9/11/2025	Michael Lee Wingo	$ 360.00	2024-4215	9/12/2025
9/11/2025	Boris Nikolaev Chalakov	$ 360.00	2024-4222	9/12/2025
9/10/2025	Kaleb Hernandez	$ 500.00	2024-4245	9/12/2025
9/11/2025	Christopher Alleaume	$ 500.00	2024-4320	9/12/2025
9/11/2025	Daren Reid Mathieu	$ 500.00	2024-4448	9/12/2025
9/11/2025	Kenneth Oscar Bigham, II	$ 500.00	2024-4463	9/12/2025
9/11/2025	Kristy Michelle Deloach	$ 500.00	2024-4570	9/12/2025
9/11/2025	Adam Hernandez	$ 500.00	2024-4582	9/12/2025
9/11/2025	Rachel Marie Regouby	$ 500.00	2024-4592	9/12/2025
9/11/2025	Nelson Jonathan Tzoc Calel	$ 500.00	2024-4785	9/12/2025
9/10/2025	Kyle Walter Frisbie	$ 500.00	2024-4987	9/12/2025
9/10/2025	Luis Enrique Morillo Lozano	$ 360.00	2024-5153	9/12/2025
9/10/2025	Kevin Larod Robins	$ 500.00	2024-5237	9/12/2025
9/10/2025	Matthew Garcia	$ 500.00	2024-5850	9/12/2025
9/11/2025	Justin Stephens	$ 360.00	2025-0215	9/12/2025
		$ 15,440.00		
date	**payor**	**amount**	**control #**	**deposit date**
9/12/2025	Vicente Pimentel	$ 500.00	2024-5352	9/15/2025

9/11/2025	Benito Gomez	$ (60.00)	2024-3027	9/12/2025
9/12/2025	Freddie Isiah Lake	$ 500.00	2023-0977	9/15/2025
9/12/2025	Martin Noe Torres	$ 360.00	2024-0036	9/15/2025
9/12/2025	Landon Keith Lehnick, Jr	$ 500.00	2024-2118	9/15/2025
9/12/2025	Gabriella Raeann Guerrero	$ 350.00	2024-2549	9/15/2025
9/12/2025	Gregory Lewis Von Quintus	$ 500.00	2024-2964	9/15/2025
9/12/2025	Rene Ricardo Pichardo Tavarez	$ 500.00	2024-4096	9/15/2025
9/12/2025	Leon Bartlett Rodriguez	$ 500.00	2024-4454	9/15/2025
9/12/2025	Kyle James Frugoni	$ 360.00	2025-0414	9/15/2025
9/12/2025	Case Christopher Vogler	$ 500.00	2025-0809	9/15/2025
9/12/2025	Cesar Chavez	$ 500.00	2025-1205	9/15/2025
9/12/2025	Rodgerick Lamont Barnes	$ 500.00	2025-1475	9/15/2025
		$ 5,510.00		
date	**payor**	**amount**	**control #**	**deposit date**
9/16/2025	Juan Perez-Venegas	$ 360.00	2024-2600	9/17/2025
9/16/2025	Cassidy Brooke Doggett	$ 500.00	2024-3630	9/17/2025
9/16/2025	Jeffrey Kent Mangum	$ 500.00	2024-3901	9/17/2025
9/16/2025	Jorge Luis Rodriguez-Rodriguez	$ 500.00	2024-5644	9/17/2025
9/16/2025	Jersun Raynaldo Landeros	$ 360.00	2024-5652	9/17/2025
9/16/2025	Efrain Alejandro Rojas	$ 500.00	2024-5683	9/17/2025

9/16/2025	Alicia Michelle Burton	$ 500.00	2025-0149	9/17/2025
9/16/2025	Abraham Enas Aitzhanov	$ 500.00	2025-0306	9/17/2025
		$ 3,720.00		
date	**payor**	**amount**	**control #**	**deposit date**
9/17/2025	Maria Dejesus Renteria	$ 360.00	2024-1269	9/19/2025
9/17/2025	Tyson Wayne Murphy	$ 500.00	2024-2326	9/19/2025
9/18/2025	Gabriella Raeann Guerrero	$ 10.00	2024-2549	9/19/2025
9/17/2025	Ryan Alan Dworaczyk	$ 500.00	2024-4458	9/19/2025
9/17/2025	Jacob Scott Ellis	$ 500.00	2024-4579	9/19/2025
9/18/2025	Humberto Rios	$ 500.00	2024-4957	9/19/2025
9/17/2025	Quinn Trudeau	$ 500.00	2024-5559	9/19/2025
9/17/2025	Dawson Joseph Waters	$ 500.00	2025-0016	9/19/2025
9/17/2025	Emily Juliette Bliss	$ 500.00	2025-0683	9/19/2025
		$ 3,870.00		
date	**payor**	**amount**	**control #**	**deposit date**
9/21/2025	Jordany Elijah Pierre Paul	$ 500.00	2024-1046	9/22/2025
		$ 500.00		
date	**payor**	**amount**	**control #**	**deposit date**
9/25/2025	Hermino Vaca-Gonzalez	$ 500.00	2024-3346	9/26/2025
		$ 500.00		

date	payor	amount	control #	deposit date
9/26/2025	Anna Maria De Luna	$ 500.00	2024-0637	9/29/2025
9/27/2025	Alexander Luna Ramirez	$ 500.00	2025-1250	9/29/2025
		$ 1,000.00		

Commissioners Court - Regular Session **10.**

Meeting Date: 10/28/2025

Indigent/Abandoned Burial

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

Department: County Judge

Agenda Category: Consent

Information

Agenda Item

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

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Order for Interment

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Delia Colon	10/21/2025 04:54 PM
Form Started By: Andrea Schiele		Started On: 10/21/2025 04:46 PM
Final Approval Date: 10/21/2025		

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

ORDER OF COMMISSIONERS COURT
OF WILLIAMSON COUNTY, TEXAS
AUTHORIZING INTERMENT
OF DECEDENT'S REMAINS
(Lawrence Michael Losch)

Pursuant to the Laws and Rules of the State of Texas, the Texas Health & Safety Code, Chapter 711, Section 711.002(e), and the common law granting the County authority to regulate the public health and safety, the Commissioners Court of Williamson County finds that:

Lawrence Michael Losch (SSN xxx-xx-0892) passed away on September 10, 2025, at the age of 70, at St. David's Round Rock Medical Center located in Williamson County, Texas.

The Court also finds that there has been an investigation to obtain information regarding next of kin and the ability to pay for interment expense. However, all attempts to contact any known next of kin of the deceased's family have failed to identify any responsible or known next of kin with the ability to pay for necessary expenses. In the facts presented in this case, the deceased's body has either become abandoned or those with the ability to pay are unable to do so.

The Court finds that this case involves either an abandoned body or is qualified for indigent burial; therefore, the duty to cover the costs of interment

falls to Williamson County.

IT IS THEREFORE ORDERED THAT the deceased body shall be interred (*i.e.,* permanent disposition of remains by entombment, burial, or placement in a niche).

IT IS FURTHER ORDERED THAT costs of cremation of the deceased be paid by Williamson County, Texas in accordance with its policies and regulations and that Beck Funeral Home is granted authority to cremate the deceased.

Signed and entered this 28th day of October 2025.

_____
Hon. Steve Snell
Williamson County Judge

Commissioners Court - Regular Session **11.**

Meeting Date: 10/28/2025

Hart Lease

Submitted By: Hal Hawes, General Counsel

Department: General Counsel

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on a Lease Agreement between Williamson County, Texas, as Landlord, and Don Hart, Jr., as Tenant, for the lease of a residence and improvements and the surface only of approximately 155.394 acres of land located at 3751 North Highway 183, Liberty Hill, Texas 78642.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Lease Agreement - Don Hart Jr.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	10/20/2025 11:32 AM
Form Started By: Hal Hawes		Started On: 10/20/2025 11:07 AM
Final Approval Date: 10/20/2025		

LEASE AGREEMENT

By this Lease Agreement ("Lease") between Williamson County, Texas, a political subdivision of the State of Texas and the true and lawful owner of the Premises subject of this Lease, (hereafter called "Landlord"); and Don Hart, Jr. (hereafter collectively called "Tenant"); Landlord hereby leases to Tenant, and the Tenant hires and takes form the Landlord, the Premises, as further described below, to be used and occupied solely for the purposes set out herein and not otherwise, according to the following terms and conditions:

1. PREMISES. The "Premises" shall mean and include the surface only (excluding the minerals) of approximately 155.394 acres of land along with a residence and improvements located at 3751 North Highway 183, Liberty Hill, Texas 78642, as depicted in the aerial image attached hereto and incorporated herein as Exhibit "A." The Premises' improvements consist of a +/- 3,168 s/f two-story residence, a detached outbuilding adjacent to the residence, and a swimming pool.

2. The "Initial Term" of this Lease shall be One (1) Year commencing on October 1, 2025 ("Commencement Date") and ending on September 30, 2026 at 11:59 p.m. ("Termination Date").

3. RENT. Tenant agrees to pay, without demand, deduction or offset, to Landlord as rent for the Premises **One Thousand Three Hundred Twenty Eight Dollars and Forty-Seven Cents ($1,328.47) plus Four Hundred Fifty-One Dollars ($451.00)**, which is one-twelfth the amount of the annual ad valorem taxes assessed against improvements of the Premises in the preceding calendar year*, ("Initial Base Rent"), on the first (1st) day of each calendar month in advance, beginning on the (1st) day of October, 2025 at: Williamson County Auditor's Office, Attn: Finance Director, 710 Main Street, Suite 301, Georgetown, Texas 78626 or such other place as Landlord may designate in writing.

***AN AMOUNT EQUAL TO ONE-TWELFTH THE AMOUNT OF THE ANNUAL AD VALOREM TAXES ASSESSED AGAINST THE PREMISES (TAXES ASSESSED AGAINST ONLY THE IMPROVEMENTS AND EXCLUDING THE SURROUNDING ACREAGE) IN THE PRECEDING CALENDAR YEAR SHALL BE ADDED TO THE MONTHLY RENTAL AMOUNT. THE SUM OF THE MONTHLY RENT AMOUNT AND THE ONE-TWELFTH THE AMOUNT OF THE ANNUAL AD VALOREM TAXES ASSESSED IN THE PRECEDING CALENDAR YEAR SHALL CONSTITUTE THE INITIAL BASE RENT FOR THE INITIAL TERM. THE BASE RENT FOR EACH EXTENSION TERM FOLLOWING THE INITIAL TERM SHALL BE THE BASE RENT, AS MAY BE ADJUSTED AS SET FORTH BELOW, PLUS ONE-TWELFTH THE AMOUNT OF THE ANNUAL AD VALOREM TAXES ASSESSED AGAINST THE PREMISES IN THE PRECEDING CALENDAR YEAR.**

4. LATE CHARGES AND FEES FOR RETURNED CHECKS. If Tenant fails to timely pay any month's rent, Tenant will pay Landlord an initial late charge of Twenty Five and No/100 Dollars ($25.00), plus additional late charges of Fifteen and No/100 Dollars ($15.00) per day thereafter until rent is paid in full. Time is of the essence for the payment of rent. **Tenant hereby acknowledges that strict compliance with rental due dates is required and that there is no**

grace period pertaining to the payment of rent. Any waiver of late charges or failure to collect late charges under this paragraph will not affect or diminish any other right or remedy Landlord may exercise, at law or in equity, for Tenant's failure to timely pay rent (including but not limited to reporting late payments to consumer reporting agencies).

Tenant further agrees to pay Landlord Twenty Five and No/100 Dollars ($25.00) for each check Tenant tenders to Landlord which is returned by the institution on which it is drawn for any reason, plus initial and additional late charges until Landlord has received payment in full. Landlord may, upon written notice to Tenant, require Tenant to pay all rents by money order, cashier's check, certified funds, or other means acceptable to Landlord.

5. OPTION TO EXTEND LEASE. In the event Tenant wishes to extend this lease following the initial term or any extended term thereafter, Tenant shall provide Landlord with a written request to extend the Lease. Following Landlord's receipt of Tenant's extension request, Landlord shall have the option to deny or accept the request, as it deems in the best interest of Williamson County. If the Landlord accepts Tenant's extension request, the extended term shall begin on the expiration of the Initial Lease Term or the then current "Extension Term" of this Lease, as appropriate. All terms, covenants, and provisions of this Lease shall apply to each such Extension Term. This lease may only be extended for up to a maximum of three (3) separate One (1) Year Extension Terms.

The Base Rent will be adjusted on each new commencement date of each Extension Term (the "Adjustment Date") to reflect increases in the Consumer Price Index for "All Urban Consumers, U.S. City Average, All Items," issued by the Bureau of Labor Statistics of the United States Department of Labor. The adjustments in the Base Rent will be determined by multiplying the Initial Base Rent by a fraction, the numerator of which is the index number for the most recent publication of the above referenced CPI before the adjustment and the denominator of which is the index number for the first month of the first year of the Term. If the product is greater than the Initial Base Rent, Tenant will pay this greater amount as Base Rent until the next rental adjustment. Base Rent will never be less than the Initial Base Rent.

6. APPLICATION OF FUNDS. Landlord will apply all funds received from Tenant first to any non-rent obligations of Tenant, including but not limited to late charges, returned check charges, charges for repairs that Tenant shall be obligated to pay under the terms of this Lease, and unpaid utility charges, then to rent. Tenant's notations on Tenant's payments shall not affect the Landlord's application of funds.

7. SECURITY DEPOSIT. During any term of this Lease, Landlord may require Tenant to deposit with Landlord an amount equal to Initial Base Rent, as security for faithful performance of the terms of the Lease. The deposit shall be held in a separate account for the benefit of Tenant, and it shall be returned to Tenant, without interest and less any lawful deductions of same, on full performance of the provisions of this Lease. **Tenant must give Landlord at least Thirty (30) days written notice of surrender before Landlord is obligated to refund or account for the**

security deposit. The Landlord shall return or account for the security deposit within Thirty (30) days after Tenant surrenders the Property (vacating the Premises and returning all keys and access devices) and gives Landlord a written statement of Tenant's forwarding address.

Landlord may deduct all reasonable charges from the security deposit, which shall include but not be limited to charges for (a) unpaid or accelerated rent; (b) late charges and returned check charges; (c) unpaid utilities; (d) costs of cleaning, deodorizing and repairing the Premises and its contents for which Tenant is responsible; (e) pet violation charges; (f) replacing unreturned keys, garage door openers or other security devices; (g) the removal of all unauthorized locks, fixtures, improvements installed by Tenant; (h) insufficient light bulbs; (i) packing, removing, and storing abandoned property; (j) removing abandoned or illegally parked vehicles; (k) costs of reletting, if Tenant is in default; (l) attorney's fees and costs of court incurred in any proceeding against Tenant; and/or (m) other items Tenant is responsible to pay under the terms of this Lease or any extension of the term of this Lease.

In the event the deductions from the security deposit exceeds the amount of the security deposit, Tenant will pay Landlord the excess amount within Ten (10) days after Landlord makes written demand on Tenant. The security deposit will be applied first to any non-rent items, including but not limited to late charges, returned check charges, repair charges, and unpaid utility charges, then to any unpaid rent.

8. QUIET ENJOYMENT. Landlord covenants that, on paying the rent and performing the covenants contained in this Lease, Tenant will peacefully and quietly have, hold, and enjoy the Premises for the agreed term.

9. USE OF RESIDENCE ON PREMISES. The residence on the Premises shall be used and occupied by Tenant as a private single family residence, and no part of such residence may be used by Tenant at any time during the term of this Lease or extension of same for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family residence. If Tenant fails to occupy and take possession of the Premises within Five (5) days from the Commencement Date, Tenant shall be in default of this Lease. Tenant shall comply with all the sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of and the sidewalks connected to the residence on the Premises during the term of this Lease.

10. USE OF SURFACE OF PREMISES. Tenant may use the surface of the Premises for the purpose of grazing and keeping cattle, horses, mules, asses, sheep, goats, and llamas, together with all other purposes and activities usually and customarily associated with a livestock operation in Williamson County, Texas. Tenant agrees to not use the surface of the Premises for any purpose other than for keeping and grazing of said livestock or to alter the surface of the Premises, including clearing new roads, moving existing fences or erecting any new fences, or locating on the surface of the Premises any type of permanent or temporary improvement without Lessor's prior written consent. Tenant further agrees to not hunt or fish the surface of the Premises or allow anyone else

to do so. Tenant may not place any other animal other than the animals set out herein above and other than cats and dogs on the Premises. Thus, Tenant hereby agrees that there shall be no bison or other exotic livestock, including elk and elk hybrids; or hogs kept on the Premises unless otherwise consented to in writing by Lessor in advance.

11. COVENANTS RELATING TO LIVESTOCK. Tenant covenants and agrees as follows in relation to use of the Premises for keeping and raising livestock:

a. To only use the Premises in such a prudent manner so as to preserve and protect the land and soil;
b. To use the highest standards of animal husbandry in grazing the Premises, employing the best methods of ranching customarily practiced on in the area;
c. To construct, keep, repair and maintain all fencing, either existing or constructed (with consent) during the terms of this Lease in such manner and condition so that such fencing is sufficient and adequate to restrain cattle that Tenant may place upon the Premises;
d. To keep all gates on the Premises closed and locked, ingress to and egress from the Premises being at those places designated by Lessor and provide Lessor with all keys and/or combinations to each gate locking mechanism used by Tenant on the Premises; and
e. To assume the risk of loss on all property and all improvements, including any permitted livestock which are situated on the Premises.

12. PEACEFUL USE OF PREMISES. Tenant and all other persons on the Premises must refrain from conducting themselves in any way that would unduly disturb Tenant's neighbors or constitute a breach of the peace. Tenant may not permit any part of the Premises to be used for: (a) any activity which is a nuisance, offensive, noisy, or dangerous; (b) the repair of any vehicle; (c) any business of any type, including child care; (d) any activity which violates any applicable rules and/or regulations of Landlord; (e) any illegal or unlawful activity; or (f) other activity which will obstruct, interfere with, or infringe on the rights of other persons near the Premises.

Tenant hereby acknowledges and agrees that Tenant shall be solely liable for and shall promptly pay all fines, fees or charges assessed against the Tenant and/or the Premises for violations by Tenant of: (a) any laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of and the sidewalks connected to the Premises during the term of this Lease; (b) any illegal or unlawful activity; or (c) other activity which obstructs, interferes with, or infringes on the rights of other persons near the Premises.

13. NUMBER AND NAMES OF OCCUPANTS. The residence on the Premises may be occupied by no more than Five (5) persons, consisting of Two (2) adults and Three (3) children under the age of 18 years. Tenant may not permit any guests to stay on or in the residence on the Premises longer than Fourteen (14) consecutive or non-consecutive days during the term of this Lease or any Extension Term without the prior written consent of the Landlord.

11. **CONDITION OF PREMISES.** **TENANT HEREBY AGREES AND STIPULATES THAT THE PREMISES HAVE BEEN EXAMINED BY TENANT, INCLUDING THE GROUNDS AND ALL BUILDINGS, IMPROVEMENTS, AND FENCES, AND THAT AT THE TIME OF THIS LEASE THEY ARE IN GOOD ORDER AND REPAIR AND IN A SAFE, CLEAN, AND TENANTABLE CONDITION. TENANT ACKNOWLEDGES AND AGREES THAT, OTHER THAN AS MAY BE SPECIFICALLY SET FORTH HEREIN, LANDLORD HAS NOT MADE, DOES NOT MAKE AND, TO THE FULLEST EXTENT AUTHORIZED BY LAW, SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTEES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE NATURE, QUALITY OR CONDITION OF THE PREMISES, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE SUITABILITY OF THE PREMISES FOR ITS INTENDED USE, (C) THE COMPLIANCE OF OR BY THE PREMISES OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, INCLUDING, WITHOUT LIMITATION, THE AMERICANS WITH DISABILITIES ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, AND THE TEXAS ARCHITECTURAL BARRIERS ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, (D) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PREMISES, OR (E) ANY OTHER MATTER WITH RESPECT TO THE PREMISES, AND SPECIFICALLY THAT LANDLORD HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING SOLID WASTE, AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, OR THE DISPOSAL OR EXISTENCE, IN OR ON THE PREMISES, OF ANY HAZARDOUS SUBSTANCE, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, AND APPLICABLE STATE LAWS, AND REGULATIONS PROMULGATED THEREUNDER. TENANT FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PREMISES, TENANT IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PREMISES AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY LANDLORD. TENANT FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PREMISES WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT LANDLORD HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION. TENANT FURTHER ACKNOWLEDGES AND AGREES THAT THE LEASE OF THE PREMISES AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS, WHERE IS" CONDITION AND BASIS "WITH ALL FAULTS". TENANT ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THIS PARAGRAPH WERE A MATERIAL FACTOR IN THE DETERMINATION OF THE AMOUNT OF THE RENT OF THE PREMISES. THE TERMS OF THIS PARAGRAPH WILL SURVIVE ANY TERMINATION OF THIS LEASE. TENANT ACKNOWLEDGES THAT NO AGREEMENTS HAVE BEEN MADE REGARDING FUTURE REPAIRS UNLESS OTHERWISE SPECIFIED IN THIS LEASE AGREEMENT. TENANT SHALL COMPLETE THE INVENTORY CHECKLIST CONDITION OF RENTAL PROPERTY, WHICH IS ATTACHED HERETO AS SCHEDULE "A", NOTING ANY DEFECTS AND DAMAGES TO THE PREMISES, AND DELIVER SAME TO LANDLORD WITHIN 48 HOURS AFTER THE COMMENCEMENT DATE OF THIS LEASE. TENANT'S FAILURE TO TIMELY DELIVER THE INVENTORY CHECKLIST CONDITION OF RENTAL PROPERTY TO LANDLORD WILL BE DEEMED AS TENANT'S ACCEPTANCE OF THE PREMISES IN A CLEAN, UNDAMAGED, AND GOOD**

CONDITION. (The Inventory Checklist Condition of Rental Property is not a request for repair or maintenance of the Premises. Tenant must direct all repair requests to Landlord according to the terms of this Lease.).

12. ASSIGNMENT AND SUBLETTING. Without the prior written consent of Landlord, Tenant may not assign the Lease or sublet or grant any license to use the Premises or any part of them. A consent by Landlord to one assignment, subletting, or license shall not be considered a consent to any subsequent assignment, subletting, or license. An assignment, subletting, or license without the prior written consent of Landlord or an assignment or subletting by operation of law shall be void and Landlord, at Landlord's option, may immediately terminate this Lease.

13. ALTERATIONS AND IMPROVEMENTS. Tenant may make no alterations to the buildings on the Premises or construct any building or make other improvements on the Premises without the prior written consent of Landlord. Unless otherwise provided by written agreement between Landlord and Tenant, all alterations, changes, and improvements built, constructed, or placed on the Premises by Tenant, with the exception of fixtures removable without damage to the Premises and movable personal property, shall be the property of Landlord and remain on the Premises at the expiration or termination of this Lease. Except as permitted by law, this Lease, or pursuant to Landlord's prior written consent, Tenant may not: (a) remove any existing property and/or any of Landlord's personal property from the Premises; (b) remove, change, or re-key any lock; (c) make holes in the woodwork, floors, or walls, save and except the insertion of a reasonable number of small nails used for hanging pictures in the Sheetrock and grooves in the paneling; (d) permit any water furniture on the Premises; (e) install new or additional telephone and/or television outlets, cables, antennas, satellite receivers, or alarm systems; (f) replace or remove carpet, paint, or wallpaper; (g) install or change any fixture on the Premises; (h) keep or permit any hazardous material on the Premises, which shall include but not be limited to flammable or explosive materials which might cause fire or extended insurance coverage to be suspended or canceled or any premiums to be increased; (i) dispose of any environmentally detrimental substance (i.e. motor oil or radiator fluid) on the Premises; or (j) cause or allow any mechanic's or materialman's lien to be filed against any portion of the Premises or Tenant's interest in this Lease.

14. DAMAGE TO PREMISES. If the Premises or any part of them is damaged partially by fire or other casualty not due to Tenant's negligence or willful act or that of Tenant's family, agent, invitee or visitor, the Premises shall be repaired promptly by Landlord, and there shall be an abatement of rent corresponding to the time during which and the extent to which the Premises are untenantable; provided that, in the event of damage by fire or other casualty in the amount of more than $5,000.00, Landlord will have the option of not rebuilding or repairing, in which event the term of this Lease shall end, and the rent shall be prorated up to the time of the damage. Any proceeds, payment for damages, settlements, awards, or other sums paid because of a casualty loss to the Premises shall be the sole property of Landlord. For the purposes of this Lease, any condemnation of all or part of the property shall be a casualty loss.

15. CARE AND MAINTENANCE. Tenant, after inspecting the Premises, completed the

attached **Schedule "A"** inventory checklist, incorporated into this Lease by this reference, and found the premises to be in good order and repair. Tenant agrees to maintain the Premises in as good condition as Tenant finds the premises, reasonable wear and tear excepted, and agrees to pay for all maintenance and repairs to put the Premises in the same condition as when Tenant entered; and to keep the lawn mowed, clean, and free of debris and refuse, and in a presentable condition at all times.

16. INSURANCE. Tenant hereby agrees to maintain, at all times during any term of this Lease, at Tenant's sole cost, a comprehensive public liability insurance policy protecting Landlord against all claims or demands that may arise or be claimed on account of Tenant's use of the Premises, in an amount of at least Five Hundred Thousand Dollars ($500,000.00), per occurrence of accident and/or injury, for injuries to persons and damages to real and/or personal property. Said insurance shall be written by a company or companies acceptable to Landlord, authorized to engage in the business of general liability insurance in the state of Texas, and **name Landlord as an additional insured**. Furthermore, said insurance shall be primary as to any other existing, valid, and collectible insurance. Tenant shall deliver to Landlord annual certificates demonstrating that said insurance is paid up and copies of the insurance policies issued by the insurance companies.

Tenant further agrees to maintain at all times during any term of this Lease, at Tenant's cost, broad coverage fire and casualty insurance on its property and to provide Landlord with a copy of the policy and a certificate issued by the insurance company demonstrating that insurance is paid up. Tenant's property will not be covered by any hazard insurance that may be carried by Landlord. The Tenant assumes the risk of loss on all contents of the Leased Premises owned by the Tenant, excluding the building structures and improvements owned by the Landlord.

Tenant shall, within Ten (10) calendar days from the execution of this Lease, obtain a certified statement by each insurance carrier containing a clause providing that the insurance carrier will give Landlord Thirty (30) days' written notice before any cancellation shall be effective. The insurance policies shall be provided by Tenant and shall be for a period of at least One (1) year.

17. UTILITIES. Tenant shall be responsible for arranging and paying for all utility services required on the Premises, including but not limited to electricity, gas, water, septic system, wastewater, garbage, telephone, alarm monitoring systems, television, sewer charges, and trash collection. Tenant further agrees to pay all connection fees, service fees, usage fees, and all other costs and fees for all utilities to the Premises. Tenant must, at a minimum, keep the following utilities on at all times during the term of this Lease: gas; electricity; water; wastewater/sewer/septic system; and garbage services and collection. If the Tenant fails to keep said utilities on during the term of this Lease or any extension of the term of this Lease, Tenant shall be deemed to be in default of this Lease. Tenant acknowledges that the Premises is serviced by an onsite sewer septic facility (OSSF) and that, at Tenant's expense, proper use and maintenance of the OSSF will be necessary.

18. MAINTENANCE AND REPAIR. At Tenant's expense, Tenant shall keep and maintain

the Premises and appurtenances in good sanitary condition during the term of this Lease and any extension of it. In particular, Tenant shall keep the fixtures in the residence or on or about the Premises in good order and repair; keep the furnace and HVAC systems clean and in good working order; promptly dispose of all garbage in appropriate receptacles; supply and change heating and air conditioning filters at least once a month; supply and change light bulbs and smoke detector batteries; promptly eliminate any dangerous condition on the Premises caused by Tenant or caused by Tenant's family, agent, or visitor; take necessary precautions to prevent broken water pipes due to freezing; replace any lost or misplaced keys; pay any periodic, preventative, or additional extermination costs desired by Tenant; maintain and use reasonable diligence in maintaining the yard and landscape in or on the Premises, which shall include but not be limited to watering, mowing, fertilizing, trimming and controlling all lawn pests on all lawns, shrubbery, bushes, flowers, gardens, trees, rock or other landscaping and foliage on or encroaching on the Premises or any easement appurtenant to the Premises; and keep the walls free from dirt and debris.

Tenant shall make all required repairs to the Premises and improvements thereon, which shall include but not be limited to the plumbing systems, cooking appliances, cooling system, heating system, sanitary systems, and other electric and gas fixtures.

Tenant agrees that no signs will be placed or painting done on or about the Premises by Tenant or at Tenant direction without the prior written consent of Landlord.

19. SMOKING. Tenant and Tenant's family, agents, guests, invitees and/or visitors may not smoke any type of tobacco or non-tobacco product inside the residence or any of the improvements and/or buildings on the Premises. Tenant shall be in default if Tenant should fail to comply with Landlord's no smoking prohibition.

20. SECURITY DEVICES AND EXTERIOR DOOR LOCKS. The Texas Property Code requires that the Premises be equipped with certain types of locks and security devices. Said Code will govern the rights and obligations of the parties regarding security devices. **All notices or requests by Tenant for re-keying, changing, installing, repairing, or replacing security devices must be made in writing to the Landlord. All additional security devices or additional re-keying or replacement of security devices desired by Tenant shall be paid by Tenant in advance and may only be installed by Landlord or Landlord's contractors after receiving a written request from Tenant.**

21. SMOKE DETECTORS. The Texas Property Code requires that the Premises be equipped with smoke detectors in certain locations. Said Code will govern the rights and obligations of the parties regarding smoke detectors. **All requests for additional installation, inspection or repair of smoke detectors must be made in writing by Tenant to Landlord. Disconnecting or intentionally damaging a smoke detector or removing a battery without immediately replacing it with a working battery may subject Tenant to civil penalties and liability for damages and attorney fees under the Texas Property Code.**

22. VEHICLES. Tenant may not permit more than 4 vehicles, which shall include but not be limited to automobiles, non-commercial passenger trucks, recreational vehicles, trailers, motorcycles, and boats, on the Premises unless authorized in writing by Landlord. Under no circumstances may Tenant park or drive any vehicle on the Premises' yard and/or landscape. Tenant may not store any vehicles on or adjacent to the Premises or on the street in front of the Premises. Tenant shall under no circumstances permit any type of commercial vehicle to be stored or parked on or adjacent to the Premises or on the street in front of the Premises. Tenant hereby acknowledges and agrees that Landlord may tow, at Tenant's sole expense, any improperly parked or inoperative vehicle on or adjacent to the Premises in accordance with all applicable state and local laws. For purposes of this provision, an inoperative vehicle shall mean and include a vehicle that is not in good working order and that does not have a current state inspection and registration sticker, as required by law.

23. LANDLORD'S INSPECTION OF AND ACCESS TO PREMISES. Landlord and Landlord's agents will have the right at all reasonable times, without prior notice to Tenant, during the term of this Lease and any extension of it to enter the Premises for the purposes of inspecting them and all building and improvements on them; making repairs to the Premises; showing the Premises to prospective tenants, purchasers, inspectors, appraisers, surveyors, engineers, contractors or insurance agents; exercise a contractual or statutory lien and all legal rights thereunder; leaving written notices; or seizing nonexempt property after default.

24. DISPLAY OF SIGNS BY LANDLORD. During the term of this Lease or any Extension Term of same, Landlord or Landlord's agent may display "For Sale," "For Rent," or "Vacancy" signs on the Premises and may show the property to prospective purchasers or tenants.

25. SUBORDINATION OF LEASE. This Lease and Tenant's interest under it are and will be subordinate to any encumbrances now or hereafter placed on the Premises by Landlord, all advances made under any such encumbrances, the interest payable on any encumbrances, and all renewals or extensions of such encumbrances.

26. **LIABILITY. UNLESS CAUSED BY LANDLORD'S NEGLIGENCE, TENANT ACKNOWLEDGES AND AGREES THAT LANDLORD IS NOT LIABLE OR RESPONSIBLE TO TENANT, TENANT'S FAMILY, GUESTS, OCCUPANTS, AND/OR INVITEES FOR ANY DAMAGES, INJURIES, OR LOSSES TO PERSON OR PROPERTY CAUSED BY FIRE, FLOOD, WATER LEAKS, ICE, SNOW, HAIL, WINDS, EXPLOSIONS, SMOKE, INTERRUPTION OF UTILITIES, THEFT, BURGLARY, ROBBERY, ASSAULT, VANDALISM, OTHER PERSONS, THE CONDITION OF THE PREMISES, ENVIRONMENTAL CONTAMINANTS, INCLUDING BUT NOT LIMITED TO CARBON MONOXIDE, ASBESTOS, RADON GAS AND LEAD BASED PAINT, OR OTHER OCCURRENCES OR CASUALTY LOSSES. TENANT HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS LANDLORD AND THE PREMISES FROM ALL COSTS, LOSSES, DAMAGES, LIABILITIES, EXPENSES, PENALTIES, AND FINES WHATSOEVER THAT MAY ARISE FROM OR BE CLAIMED AGAINST LANDLORD OR THE PREMISES BY ANY PERSON OR PERSONS FOR ANY INJURY TO PERSON OR PROPERTY OR DAMAGE OF WHATEVER KIND OR CHARACTER ARISING FROM THE USE OR OCCUPANCY OF THE PREMISES BY TENANT; FROM ANY NEGLECT OR FAULT**

OF TENANT OR THE FAMILY, AGENTS, GUESTS OR INVITEES OF TENANT IN USING AND OCCUPYING THE PREMISES; OR FROM ANY FAILURE BY TENANT OR TENANT'S FAMILY, AGENTS, GUESTS OR INVITEES TO COMPLY AND CONFORM WITH ALL LAWS, STATUTES, ORDINANCES, AND REGULATIONS OF ANY GOVERNMENTAL BODY OR SUBDIVISION NOW OR HEREAFTER IN FORCE. IF ANY LAWSUIT OR PROCEEDING SHALL BE BROUGHT AGAINST LANDLORD OR THE PREMISES ON ACCOUNT OF ANY ALLEGED VIOLATIONS OR FAILURE TO COMPLY AND CONFORM OR ON ACCOUNT OF ANY DAMAGE, OMISSION, NEGLECT, OR USE OF THE PREMISES BY TENANT OR TENANT'S FAMILY, AGENTS, GUESTS OR INVITEES, OR ANY OTHER PERSON ON THE PREMISES, TENANT AGREES THAT TENANT OR ANY OTHER PERSON ON THE PREMISES WILL DEFEND IT, PAY WHATEVER JUDGMENTS MAY BE RECOVERED AGAINST LANDLORD OR AGAINST THE PREMISES ON ACCOUNT OF IT, AND PAY FOR ALL ATTORNEYS' FEES IN CONNECTION WITH IT, INCLUDING ATTORNEYS' FEES ON APPEAL.

27. SURRENDER OF PREMISES. On or before the Termination Date of this Lease or any termination date of an Extension Term or any date of termination allowed hereunder, Tenant shall surrender ("Surrender" shall mean vacating the Premises and returning all keys and access devices to the Landlord) the Premises clean and free of all trash, debris and any personal property or belongings and in as good condition as they were at the commencement of this Lease, reasonable use and wear and damages by the elements excepted. If Tenant leaves any personal property or belongings in, on or about the Premises after Tenant surrenders possession of the Premises, all such personal property and/or belongings of Tenant will be forfeited to and become the property of the Landlord. In the event that Tenant forfeits such personal property or belongings pursuant to the terms of this Lease, Tenant hereby acknowledges and agrees that Landlord may dispose of such personal property or belongings of Tenant, without liability to Landlord, in any manner in which Landlord, in Landlord's sole discretion, deems fit or reasonable.

28. ABANDONMENT. If Tenant abandons the Premises, Tenant will be in default of this Lease. "Abandon" shall mean Tenant is absent from the Premises for Fourteen (14) consecutive days.

29. HOLDOVER. If Tenant fails to vacate the Premises on or before the Termination Date of this Lease or at the end of any Extension Term or on the effective date of any termination allowed hereunder, Tenant will pay rent for the holdover period and **INDEMNIFY** Landlord and/or Landlord's prospective tenants for damages, which shall include but not be limited to lost rents, lodging expenses, and attorney's fees, incurred by them due to Tenant's holdover. In the event of a holdover, Landlord, at Landlord's sole discretion and option, may extend this Lease up to one month by notifying Tenant in writing of its election to extend this Lease one additional month. Rent for any holdover period will be Two (2) times the monthly rent calculated on a daily basis and will be immediately due and payable daily without further notice or demand to Tenant.

30. DEFAULT BY TENANT. Tenant hereby acknowledges and agrees that if Tenant fails to comply with any provision of this Lease, such failure shall be deemed to be a material breach of this Lease. Furthermore, if Tenant fails to comply with any provision of this Lease, other than the

covenant to pay rent, or with any present rules and regulations or any that may be hereafter prescribed by Landlord, or if Tenant fails to comply with any duties imposed on Tenant by law, Landlord may immediately terminate the Lease and/or avail itself of any remedies that are available at law or in equity. If Landlord decides that Tenant should be allowed the opportunity to correct the noncompliance, Landlord may deliver a written notice specifying the noncompliance and allowing Seven (7) days within which it may be corrected. If compliance is not made, Landlord may then terminate the Lease and/or avail itself of any remedies that are available at law or in equity.

If Tenant fails to pay rent when due, and the default continues for Three (3) days after delivery of written demand by Landlord for payment of the rent or possession of the Premises, Landlord may terminate the Lease. If Tenant breaches this Lease, all rents which are payable during the remainder of the Lease term or any extension thereof will be accelerated without further notice or demand to Tenant. Landlord will attempt to mitigate any damage or loss caused by Tenant's breach by attempting to relet the Premises to acceptable tenants thereby reducing Tenant's liability accordingly. Tenant hereby acknowledges that unpaid rent and unpaid damages are reportable to credit reporting agencies. In the event Tenant breaches this Lease, Tenant will be liable to Landlord for:

a. Any lost rents;
b. Landlord's costs of reletting the Premises, which shall include but not be limited to brokerage fees, advertising fees, and other necessary fees to relet the Premises;
c. Repairs to the Premises for use beyond normal wear and tear;
d. All of Landlord's costs associated with eviction of Tenant, which shall include attorney's fees, costs of court, and prejudgment interest;
e. All of Landlord's costs associated with collection of rent, which shall include but not be limited to collection fees, late charges, returned check charges, attorney's fees, and fees paid to collection agencies; and
f. Any other recovery to which the Landlord may be entitled by law or in equity.

31. DEFAULT BY LANDLORD. In the event of default by Landlord of any covenant, warranty, term or obligation of this Lease, Landlord's failure to cure same or commence a good faith effort to cure same within Thirty (30) days after written notice thereof by Tenant shall be considered a default and shall entitle Tenant to terminate this Lease. Tenant hereby acknowledges that such right to terminate shall be the sole remedy available in the event Landlord breaches this Lease and fails to cure as set forth in this provision.

32. LANDLORD'S LIEN AND ENFORCEMENT THROUGH SEIZURE. TENANT GRANTS LANDLORD A LIEN FOR UNPAID RENT THAT IS DUE, COVERING ALL NONEXEMPT PROPERTY OF TENANT THAT IS IN THE RESIDENCE. LANDLORD SHALL HAVE THE RIGHT TO SEIZE TENANT'S NONEXEMPT PERSONAL PROPERTY TO SECURE THE PAYMENT OF SUMS DUE UNDER THIS LEASE, IN

THE MANNER PROVIDED BY LAW, AND IF LANDLORD SEIZES ANY SUCH PROPERTY, LANDLORD SHALL GIVE NOTICE TO TENANT, AND TENANT MAY OBTAIN THE RETURN OF THE PROPERTY, ALL AS PROVIDED IN SECTION 54.044 OF THE TEXAS PROPERTY CODE. LANDLORD IS ENTITLED TO COLLECT A CHARGE FOR PACKING, REMOVING AND STORING PROPERTY SO SEIZED, AND IF THE PROPERTY IS SOLD, LANDLORD MAY ALSO COLLECT A CHARGE FOR THE COSTS OF SELLING THE PROPERTY.

IF TENANT HAS NOT PAID ALL DELINQUENT RENT WITHIN SEVEN (7) DAYS OF RECEIVING THE NOTICE REQUIRED UNDER SECTION 54.044 OF THE TEXAS PROPERTY CODE, LANDLORD MAY GIVE TENANT NOTICE OF INTENT TO SELL THE PROPERTY IN THE MANNER PROVIDED IN TEXAS PROPERTY CODE SECTION 54.045, AND IF TENANT FAILS TO REDEEM THE PROPERTY PRIOR TO THE DATE AND TIME OF SALE BY PAYING ALL DELINQUENT RENTS, REASONABLE PACKING, MOVING, STORAGE AND SALE COSTS, LANDLORD MAY PROCEED TO SELL THE PROPERTY SO SEIZED, AND ACCOUNT FOR THE SALES PROCEEDS AS REQUIRED BY LAW. ANY PROCEEDS OF THE SALE REMAINING AFTER DEDUCTION OF LAWFUL COSTS AND OFFSETS ENUMERATED ABOVE SHALL BE RETURNED TO TENANT.

33. TENANT'S DESIGNEE IN THE EVENT OF DEATH. Tenant designates the following as the person to contact pursuant to Texas Property Code, Section 92.014 (a), in the event of Tenant's death, concerning the Premises:

Name of Designee	Don Hart, Jr.
Address of Designee	3751 North Highway 183 Liberty Hill, Texas 78642
Telephone Number of Designee	(512) 293-7733
Email of Designee	dhart@hartlawtx.com

and in the event of Tenant's death, Landlord is further authorized to:

a. grant Tenant's designee access to the Premises at a reasonable time and in the presence of Landlord or Landlord's agent;
b. allow Tenant's designee to remove any of Tenant's property found at the Premises; and
c. refund Tenant's security deposit, less lawful deductions, to the designee.

34. REPRESENTATIONS. Tenant's statements and representations in this Lease are material representations relied upon by Landlord. If Tenant makes any misrepresentation in this Lease, Tenant shall be in default and breach of this Lease. Each party hereto states that he or she is of legal age to enter into this Lease. This provision shall survive termination of the Lease.

35. TENANTS' JOINT AND SEVERAL LIABILITY. All Tenants are jointly and severally liable for all provisions of this Lease. Any act or notice to, or refund to, or signature of, any one or more of the Tenants regarding any term of this Lease or any extension of this Lease, or its

termination shall be binding on all Tenants executing this Lease.

36. RECOVERY OF COSTS. In any action taken to enforce or interpret this Lease, the prevailing party will be entitled to recover all costs and expenses, including court costs and reasonable attorneys' fees.

37. ELECTION BY LANDLORD NOT EXCLUSIVE. The exercise by Landlord of any right or remedy to collect rent or enforce its rights under this Lease will not be a waiver or preclude the exercise of any other right or remedy afforded Landlord by this Lease agreement or by statute or law. The failure of Landlord in one or more instances to insist on strict performance or observations of one or more of the covenants or conditions of this Lease or to exercise any remedy, privilege, or option conferred by this Lease on or reserved to Landlord shall not operate or be construed as a relinquishment or future waiver of the covenant or condition or the right to enforce it or to exercise that remedy, privilege, or option; that right shall continue in full force and effect. The receipt by Landlord of rent or any other payment or part of payment required to be made by the Tenant shall not act to waive any other additional rent or payment then due. Even with the knowledge of the breach of any covenant or condition of this Lease, receipt will not operate as or be deemed to be a waiver of this breach, and no waiver by Landlord of any of the provisions of this Lease, or any of Landlord's rights, remedies, privileges, or options under this Lease, will be deemed to have been made unless made by Landlord in writing.

38. VENUE AND GOVERNING LAW. Each party to this Lease hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Lease 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 Lease is governed by the laws of the United States, this Lease shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

39. RELATIONSHIP OF THE PARTIES. In the performance of this Lease, each party shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. Neither party shall be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Tenant shall not be provided any form of compensation or any benefits that are provided to employees of Landlord, including, but not limited to health insurance, workers compensation insurance or any other remuneration that is provided to employees of Landlord.

40. SEVERABILITY AND INTERPRETATION CONSISTENT WITH LAW. This Lease is intended to comply with all applicable Texas statutes relative to rental agreements. If any provision of this lease is deemed by a court of competent jurisdiction to violate a Texas statute, the violation is inadvertent. If a provision is found to be so violative, the provision shall be considered void and severed from the lease and the balance of the Lease shall remain in full force and effect. Nothing contained in this Lease shall be construed as exculpating the Landlord from liability for the

Landlord's failure to perform or Landlord's negligent performance of a duty imposed by law. Also, nothing contained in this Lease shall be construed as releasing either party from a duty to mitigate or minimize the damages to the other party.

41. LANDLORD'S LEASE ADMINISTRATOR AND PROPERTY MANAGER. The Senior Director of Facilities Management for Williamson County, shall serve as the Landlord's lease administrator and property manager. The said lease administrator and property manager shall also serve as liaison between the Williamson County Commissioners' Court and the Tenant.

Landlord's lease administrator and property manager contact information is as follows:

Williamson County Facilities
Attn: Senior Director
3101 S. E. Inner Loop
Georgetown, Texas 78626
Phone: (512) 943-1609
Fax: (512) 930-3313
Email: facilities@wilco.org

For all requests for services or repairs which Landlord is obligated to provided and perform under this Lease, Tenant shall contact:

Williamson County Facilities
3101 S. E. Inner Loop
Georgetown, Texas 78626
Daytime Phone: (512) 943-1599
After Hours Phone: (512) 943-1389 or
(512) 943-1390
Fax: (512) 930-3313
Email: facilities@wilco.org

42. NOTICES. Any notice required or permitted under this Lease must be in writing. Any notice required by this Lease will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown below. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

Landlord's Address: Williamson County
Attn: County Judge
710 Main Street, Suite 101
Georgetown, Texas 78628

With a copy to: Williamson County Facilities
Attn: Senior Director
3101 S. E. Inner Loop
Georgetown, Texas 78626

Tenant's Address: At the address set forth below the Tenant's signature.

43. REPORTS OF ACCIDENTS. Within Twenty Four (24) hours after Tenant 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 person in, on or around the Premises, whether or not it results from or involves any action or failure to act by the Tenant, the Tenant shall send a written report of such accident or other event to the Landlord, setting forth a full and concise statement of the facts pertaining thereto. The Tenant shall also immediately send the Landlord a copy of any summons, subpoena, notice, or other documents served upon the Tenant or received by it in connection with any matter before any court arising in relation to any injury to the person or property of any person in, on or around the Premises.

44. TERMINATION FOR CONVENIENCE. Landlord may terminate this Lease, for convenience and without cause, upon Ninety (90) calendar day's written notice to Tenant. Provided that Tenant does not owe any amounts under this Lease and is not otherwise in default, Tenant may terminate this Lease, for convenience and without cause, upon Ninety (90) calendar day's written notice to Landlord. In the event of either parties' termination pursuant to this provision, all amounts that are due as of the date of termination shall be paid to Landlord. Furthermore, Landlord shall reimburse Tenant for the pro-rata portion of any prepaid rents for the unused unexpired portion of the month.

45. TIME OF ESSENCE. Time is expressly declared to be of the essence in this Lease.

46. BINDING OF HEIRS AND ASSIGNS. All provisions of this Lease shall extend to and bind not only the parties to this Lease, but to each and every one of the heirs, executors, representatives, successors and assigns of Landlord and Tenant.

47. NO THIRD PARTY BENEFICIARIES. This Lease is for the sole and exclusive benefit of the Tenant and Landlord, and nothing in this Lease, express or implied, is intended to confer or shall be construed as conferring upon any other person or entity any rights, remedies or any other type or types of benefits.

48. NO WAIVER OF IMMUNITIES. Nothing in this Lease shall be deemed to waive, modify or amend any legal defense available at law or in equity to Landlord, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Landlord 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.

49. 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 Lease. 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.

50. PRO-RATA PROPORTIONS. If this Lease should commence on a date other than the First (1st) day of a calendar year or terminate on a date other than the last day of the then current term of the Lease, percentage rental for such fractional part of the then current term of the Lease following the commencement date or preceding the termination date, as the case may be, shall be paid after deducting from the percentage rental all payments of minimum guaranteed rental for the fractional period, the percentage rental to be paid in monthly installments as provided in this Lease with respect to full term of the Lease.

51. EXECUTION IN COUNTERPARTS. This Lease 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.

52. BINDING EFFECT. This Lease and its addenda, if any, sets forth all the promises, agreements, conditions, and understandings between Landlord and Tenant relative to the Premises and supersedes any prior understandings or written or oral agreements between the parties with respect to the to the Premises. There are no other promises, agreements, conditions, or understandings, either oral or written, between them. No subsequent alteration, amendment, change, or addition to this Lease will be binding on Landlord or Tenant unless in writing and signed by them and made a part of this Lease by direct reference.

IMPORTANT LEGAL NOTICES

Tenants may have special statutory rights to terminate the lease early in certain situations involving family violence or a military deployment or transfer.

If Tenant gives Landlord notice according to Tex. Prop. Code Ann. § 92.056 regarding a condition that materially affects the physical health or safety of an ordinary tenant, and Landlord fails to repair the condition within a reasonable time, Tenant is entitled to the following remedies:

(1) Terminate the lease;
(2) Have the condition repaired or remedied;
(3) Deduct from Tenant's rent, without necessity of judicial action, the cost of the repair or remedy; and
(4) Obtain judicial remedies according to Tex. Prop. Code Ann. § 92.0563.

Note that if Tenant chooses to terminate the lease, the following applies:

(1) Tenant is entitled to a pro rata refund of the rent from the later of the following: (a) date of termination of the lease; (b) date Tenant moves out;
(2) Tenant is entitled to deduct security deposit from his or her rent without the necessity of a lawsuit or to obtain a refund of the security deposit according to law; and
(3) Tenant is not entitled to repair and deduction remedies under Tex. Prop. Code Ann. § 92.0561 of the Property Code or judicial remedies under Tex. Prop. Code Ann. § 92.0563(a)(1), (2).

Signed, sealed and delivered to be effective as of the date of the last party's execution below.

LANDLORD:

WILLIAMSON COUNTY, TEXAS

By: _____

Name: _____

Title: Presiding Officer of the Williamson County Commissioners Court

Date: _____

TENANT:

By: _____

Name: Don Hart, Jr.

Date: 10-17-25

Tenant's Address for Notice:

PO Box 699
Liberty Hill, TX 78642

EXHIBIT "A"

PREMISES

Being 155.394 acres of land, more or less, out of the John McDevitt Survey, Abstract No. 415 in Williamson County, Texas, and being more fully described in a General Warranty Deed dated April 15, 2022 between Ashby Capital Investments, L.L.C., as Grantor, and Williamson County, Texas, as Grantee, recorded in the Official Records of Williamson County under Document No. 2022048941; along with a residence and the improvements located at 3751 North Highway 183, Liberty Hill, Texas 78642 located, as depicted in the aerial image below.

SCHEDULE "A"

INVENTORY CHECKLIST CONDITION OF RENTAL PROPERTY

Tenant must complete this checklist, noting the condition of the rental property, and return it to the Landlord when Landlord delivers possession of the rental property.

	Beginning Condition	**Ending Condition**
Living Room		
Door (including locks)	FAIR	
Patio door	FAIR	
Screen door	N/A	
Carpet	FAIR	
Walls	FAIR	
Ceiling	FAIR	
Plugs and switches	FAIR	
Dining Room		
Carpet	FAIR	
Walls	FAIR	
Ceiling	FAIR	
Lights and switches	FAIR	

Entry

Door	FAIR	
Ceiling	FAIR	
Walls	FAIR	
Carpet/floor	FAIR	

Hallway

Carpet	FAIR	
Walls	FAIR	
Ceiling	FAIR	
Switches and plugs	FAIR	

Hall Closet

Door	FAIR	
Ceiling	FAIR	
Shelves	FAIR	
Carpet/floor	FAIR	

Kitchen

Vinyl	FAIR	
Walls	FAIR	

Ceiling	FAIR	
Lights and switches	FAIR	
Stove/oven	FAIR	
Refrigerator	FAIR	
Disposal	FAIR	
Sink	FAIR	
Cabinets	FAIR	
Countertop	FAIR	
Bedroom #1		
Door	FAIR	
Windows	FAIR	
Screens	FAIR	
Carpet	FAIR	
Walls	FAIR	
Ceiling	FAIR	
Lights and switches	FAIR	
Closet	FAIR	
Bedroom #2		

Door	FAIR	
Windows	FAIR	
Screens	FAIR	
Carpet	FAIR	
Walls	FAIR	
Ceiling	FAIR	
Lights and switches	FAIR	
Closet	FAIR	

Bedroom #3

Door	FAIR	
Windows	FAIR	
Screens	FAIR	
Carpet	FAIR	
Walls	FAIR	
Ceiling	FAIR	
Lights and switches	FAIR	
Closet	FAIR	

Bathroom

Door	FAIR	
Vinyl	FAIR	
Walls	FAIR	
Ceiling	FAIR	
Sink	FAIR	
Tub and shower	FAIR	
Toilet	FAIR	
Cabinet and shelves	FAIR	
Closet	FAIR	
Towel bars	FAIR	
Lights and switches	FAIR	
Basement		
Door	N/A	
Furnace	N/A	
General area	N/A	
Stairway	N/A	
Lights and switches	N/A	

The above is a complete inventory checklist of the condition of the rental property located at 3751 North Highway 183, Liberty Hill, Texas 78642.

Beginning Condition Inventory Checklist made on Oct 1 _____, 2025.

Ending Condition Inventory Checklist made on _____ _____, 20____
(*Additional checklist to be completed at termination and surrender of Premises. For a blank checklist at Termination and Surrender of Premises, please contact Landlord).*

Tenant:

By: Don Hart, Jr

Printed Name: DON HART, JR

Commissioners Court - Regular Session **12.**

Meeting Date: 10/28/2025

Approval of Moving Service Contract #2026-040 with Central Transportation Systems, Inc. for Elections Department

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the Moving Services Contract #2026-040 with Central Transportation Systems, Inc. in the amount of $60,000.00 for election equipment moving services utilizing cooperative contract # TXMAS-22-96201.

Background

Voting booth equipment and moving services are required for the upcoming election. Services are required starting and effective on the date of the last party's signature on the agreement and will continue through November 12, 2025. A cooperative contract with TXMAS is being utilized for this purchase with Central Transportation Systems, Inc. Origination #3902. FY26 Funding sources:01.0100.0492.004100 and 01.0375.0375.004100. Point of Contact is Bridgette Escobedo.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Contract Redacted

Form 1295

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	10/21/2025 10:52 AM
Form Started By: Barbi Hageman		Started On: 10/14/2025 10:39 AM
Final Approval Date: 10/21/2025		

WILLIAMSON COUNTY
MOVING SERVICE CONTRACT
CENTRAL TRANSPORTATION SYSTEMS, INC.
(Election Equipment Transportation – November 2025 Election)

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

I.

Services: Service Provider shall provide moving 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 moving services include the work described in the attached Quote [redacted] being marked as **Exhibit "A,"** which is incorporated herein.

Service Provider agrees that it will NOT store any Williamson County Elections Depattment Voting Equipment (herein after "Equipment") overnight at any property not owned by the County for any elections conducted by Williamson County Elections Department ("Department"). All Equipment that is scheduled for delivery must be picked up from the Department and delivered to the voting location the same day, as directed by the Depattment. Service Provider shall be responsible for obtaining a delivery receipt from the voting location when the Equipment is delivered to a voting location. After an election, Service Provider must pick up the Equipment from the voting locations and return them to the Department Warehouse on the same day. Service Provider shall be responsible for obtaining a delivery receipt from the Department Warehouse when the Equipment is delivered back to the Warehouse. Service Provider shall be responsible for all Equipment and for any damage to such Equipment while it is in Service Provider's custody.

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 moving services and work described in **Exhibit "A."** The Service Provider shall, upon written (including electronic) request, provide proof of valid licensure.

II.

Effective Date and Term: This Contract shall be in full force and effect as of the date of the last party's execution below and shall continue until **November 12, 2025,** or when terminated pursuant to this Contract.

III.

Consideration and Compensation: Service Provider will be compensated based on a fixed sum as set out in **Exhibit "A"** an in accordance with Cooperative Contract TXMAS-22-96201**.** The not-to-exceed amount for the life of this Contract shall be Sixty Thousand Dollars ($60,000.00).

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

The County is a political subdivision under the laws of the State of Texas and claims exemption from sales and use taxes 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, until the services covered in this Contract is completed and accepted by the County, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to the County and name the County as an additional insured.

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

Bodily Injury by Disease	$500,000 Ea. Employee
Bodily Injury by Disease	$500,000 Policy Limit

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

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

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

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

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

Upon execution of this Contract, Service Provider shall provide the County with insurance ce1iificates evidencing compliance with the insurance requirements of this Contract.

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

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 Contract will be deemed to constitute a waiver of sovereign immunity or powers of the County, the Williamson County Commissioners Court, or the Williamson County Judge.

Additionally, the patiies 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 Contract that are required by changes in federal, state, or local law or regulations are automatically incorporated into the Contract without written amendment hereto and

shall become effective on the date designed by such law or by regulation.

IX.

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

X.

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

XI.

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

XII.

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

XIII.

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

XIV.

No Assignment: Service Provider may not assign this Contract.

XV.

Confidentiality: Service Provider expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access confidential information and he or she will not disclose any information to unauthorized third

parties, and will take care to guard the security of the information at all times.

XVI.

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

XVII.

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

XVIII.

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

XIX.

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

XX.

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

XXI.

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

Contract include the following:

A. The attached Quote [redacted] and being marked **Exhibit "A;"**
B. Cooperative Purchasing Agreement TXMAS-22-96201 incorporated by reference; and
C. Insurance certificates evidencing coverages required herein above.

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

XXII.

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

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

WILLIAMSON COUNTY:

_____
Authorized Signature

_____
County Judge/Presiding Officer

Dated: _____, 20____

CENTRAL TRANSPORTATION SYSTEM, INC.:

_____
Authorized Signature

JAMES WELCH
Printed Name

Dated: OCTOBER 7, 2025

Reviewed by Contract Audit
Garrett Murray
Contract Auditor
Willamson County Auditor's Office
Date: Oct 07 2025 **Time:** 3:32 pm

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Oct 08 2025 **Time:** 1:38 pm

Exhibit "A"

XXXX

CENTRAL
TRANSPORTATION SYSTEMS

[redacted]

Bridgette Escobedo
Elections Administrator
[redacted]

Re: Voting Booth Distribution and Collection for November 4, 2025, Election

Terry

Thank you for considering Central Transportation for your moving needs. Our Tax ID Number is: [redacted] Our TXMAS number is - **TXMAS-22-96201**

Move Scope:

For Early Voting: **21 Stops x $300.00 = $6,300.00**

- Pick up 21 Precinct voting machines and supplies on October 16-17, 2025, at 7:00 a.m. From the WILCO Warehouse.
- 4 Trucks will need 4 Escorts.

For End of Early Voting: **21 Stops x $300.00 = $6,300.00**

- Pick up two voting Scanners from each of the 21 Precincts and return to the WILCO Warehouse. November 3, 2025
- 2 Trucks will need 2 Escorts.

For End of Early Voting: **21 Stops x $300.00 = $6,300.00**

- Pick up 21 voting Scanners from the WILCO warehouse and deliver to 21 Early Voting Precincts. November 3, 2025
- 2 Trucks will need 2 Escorts.

General Election: **58 Stops x $300.00 = $17,400.00**

- Pick up 79 Precinct voting machines and supplies on October 31 – November 3, at 7:00 a.m. from the WILCO Warehouse
- 4 trucks will need 4 Escorts

Post Election: **79 Stops x $300.00 = $23,700.00**

- Pick up 79+ Precinct voting machines and supplies on November 5-7, 2025.
- 4 Trucks will start at 8:00 am, picking up as scheduled.
- After picking up scheduled voting equipment, deliver it to WILCO Warehouse

Total Project Bid: **$60,000.00**

Equipment includes voting equipment, carts, tables, chairs, signs, cones, mats, and ramps

Please let me know if you have any questions or need additional information. We appreciate the opportunity.

Sincerely

James Welch

Vice President / GM
Central Transportation Systems

[redacted]

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1373738

Date Filed:
10/07/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Central Transportation Systems, 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 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.
2026-040
Moving Services 2024317

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Appleton, Trust	El Paso, TX United States	X	
Appleton, Jenny	El Paso, TX United States	X	
Moon, Kimberly	El Paso, TX United States	X	
Appleton, Elizabeth	El Paso, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

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

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

Executed in Travis County, State of Texas, on the 7 day of 10 (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:
2025-1373738

Date Filed:
10/07/2025

Date Acknowledged:
10/14/2025

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

Central Transportation Systems, 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 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.

2026-040
Moving Services 2024317

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Appleton, Trust	El Paso, TX United States	X	
Appleton, Jenny	El Paso, TX United States	X	
Moon, Kimberly	El Paso, TX United States	X	
Appleton, Elizabeth	El Paso, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

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

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

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

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

Commissioners Court - Regular Session **13.**

Meeting Date: 10/28/2025

Approval of Lease Agreement #2026-052 for Postage Meter with Pitney Bowes, Inc. for the District Attorney

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving Leasing Agreement #2026-052 between Williamson County and Pitney Bowes, Inc. for leasing a postage machine for the monthly charge of $76.68 for sixty (60) months pursuant to Sourcewell contract #070125-PIT, and authorizing the execution of the agreement.

Background

Approval of this lease will support the operations of the Williamson County District Attorney's Office by providing a postage meter for efficient processing of outgoing mail. The use of a leased postage meter allows the office to manage mailing costs more effectively, streamline postage applications, and ensure accurate accounting of postal expenses. The lease is for a term of sixty (60) months at a monthly rate of $76.68 per month, and billed quarterly at $230.04. Pitney Bowes requires that Williamson County execute the lease agreement prior to their signature in order to initiate the leasing process. Funding Source is 01.0100.0440.004216 as per the FY26 budget. Origination #4017. The department's point of contact is Doreen Meyers. Pitney Bowes, Inc. is publicly traded and therefore, a Form 1295 is not required.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Postage Meter Lease Redacted

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	10/21/2025 10:32 AM
Form Started By: Sandra Malcolm		Started On: 10/13/2025 01:16 PM
Final Approval Date: 10/21/2025		

pitney bowes

Sourcewell State & Local FMV Lease

Agreement Number

Your Business Information

Full Legal Name of Lessee / DBA Name of Lessee
WILLIAMSON COUNTY DISTRICT ATTORNEY

Tax ID# (FEIN/TIN)
[redacted]

Sold-To: Address
[redacted]

Sold-To: Contact Name
[redacted]

Sold-To: Contact Phone#
[redacted]

Sold-To: Account#
[redacted]

Bill-To: Address
[redacted]

Bill-To: Contact Name
[redacted]

Bill-To: Contact Phone#
[redacted]

Bill-To: Account#
[redacted]

Bill-To: Email
[redacted]

Ship-To: Address
[redacted]

Ship-To: Contact Name
[redacted]

Ship-To: Contact Phone#
[redacted]

Ship-To: Account#
[redacted]

PO#

Your Business Needs

Qty	Item	Business Solution Description
1	SENDPROCSERIES4	SendPro C Series - Version 4
1	1FXA	Interface to InView Dashboard
1	7H00	C Series IMI Meter
1	SHOO	C Series IMI Base
1	APAC	Connect+ Accounting Weight Break Reports
1	APA:X	Cost Acctg Accounts Level (100)
1	APKN	Account List Import/Export
1	C200	SendPro C200
1	CAAB	Basic Cost Accounting
1	COVER-SPC	Protective Dust Cover - SendPro C
1	F9PG2	PowerGuard LE Service Package
	F9S2	SendPro C Install Training with Shipping
1	HZ80001	SendPro C Series Drop Stacker
1	ME1A	Meter Equipment - C Series

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See Pitney Bowes Terms for additional terms and conditions
P

1	MP81	C Series Integrated Scale
1	PAB1	C Series Premium App Bundle
1	PTJ1	SendPro Online-PitneyShip
1	PTJA	PitneyShip Basic 1 User
1	PTJN	Single User Access
1	PTK1	Web Browser Integration
1	PTK2	SendPro C Series Shipping Integration
1	SJS1	C200 SoftGuard
1	SP2RL	Return Lbl/Inst SendPro C C200-C300-C400
1	STDSLA	Standard SLA-Equipment Service Agreement (for SendPro C Series - Version 4)
1	ZH24	Manual Weight Entry
1	ZH26	HZ02 50 LPM Speed
1	ZHC2	SendPro C200 Base System Identifier
1	ZHD5	USPS Rates with Metered Letter
1	ZHD7	E Conf Services for Metered LTR. BDL
1	ZHD9	Retail Ground LOR
1	ZHWL	5lb/3kg Weighing Option for MP81

Your Payment Plan

Initial Term: 60 months	Initial Payment Amount:	
Number of Months	**Monthly Amount**	**Billed Quarterly at***
60	**$ 76.68**	**$ 230.04**

**Does not include any applicable sales, use, or property taxes which will be billed separately.*
If the equipment listed above is replacing your current meter, your current meter will be taken out of service once this lease commences.

( ) Tax Exempt Certificate Attached
( ) Tax Exempt Certificate Not Required

( ) Purchase Power® transaction fees included
(X) Purchase Power® transaction fees extra

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Your Signature Below

Non-Appropriations. You warrant that you have funds available to make all payments until the end of your current fiscal period, and shall use your best efforts to obtain funds to make all payments in each subsequent fiscal period through the end of your lease term. If your appropriation request to your legislative body, or funding authority ("Governing Body") for funds to make the payments is denied, you may terminate this lease on the last day of the fiscal period for which funds have been appropriated, upon (i) submission of documentation reasonably satisfactory to us evidencing the Governing Body's denial of an appropriation sufficient to continue this lease for the next succeeding fiscal period, and (ii) satisfaction of all charges and obligations under this lease incurred through the end of the fiscal period for which funds have been appropriated, including the return of the equipment at your expense.

By signing below, you agree to be bound by all the terms and conditions of this Agreement, including the Sourcewell Contract Number 070125-PIT, effective date August 7, 2025 and the State and Local Fair Market Value Lease Terms (including the Pitney Bowes Terms which is available at bttp-flwww.pb.com/states and is incorporated by reference (the "Agreement"). You acknowledge that, except for non-appropriation, you may not cancel this lease for any reason and that all payment obligations are unconditional. This lease **will** be binding on us after we have completed our credit and documentation approval process and have signed below. If software is included in the Order, additional terms apply which are available by clicking on the hyperlink for that software located at http://www.pitneybowes.com/us/license-terms-of-use/software-and-subscription-terms-and-conditions.html. Those additional terms are incorporated by reference.

070125-PIT
State/Entity's Contract#

Lessee Signature	**Signature:**	Pitney Bowes Signature
Print Name	**Email:**	Print Name
Title	**Title:**	Title
Date		Date
Email Address		

Sales Information

Cassandra Studd	cassandra.studd@pb.com	
Account Rep Name	Email Address	PBGFS Acceptance

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See Pitney Bowes Terms for additional terms and conditions

Commissioners Court - Regular Session **14.**

Meeting Date: 10/28/2025

Approval of Goods and Services Agreement 2026-045 with Facilities Resource, Inc. for the Purchase and Installation of Workstations at the Constables Office in Precinct 1

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the Goods and Services Contract #2026-045 for the purchase and installation of workstations with Facilities Resource, Inc. for the Constables Office in Precinct #1, in the amount of $36,627.58, and authorize the execution of this agreement pursuant to Omnia National Cooperative Contract #R240117.

Background

This Goods and Services Contract #2026-045 between Williamson County and Facilities Resource, Inc. will allow the purchase and installation of new workstations for the Constables Office in Precinct 1. All work is quoted to be performed during regular business hours. This purchase has been reviewed and approved by the Budget Office. The funding source is 01.0100.0551.004100 for FY26. Origination #3717. The department's point of contact is Patrick Youngren.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Goods and Service Agreement with quote Redacted

Form 1295 Redacted

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	10/21/2025 10:31 AM
Form Started By: Sandra Malcolm		Started On: 10/07/2025 09:23 AM
Final Approval Date: 10/21/2025		

WILLIAMSON COUNTY
GOODS AND SERVICES CONTRACT

Facilities Resource Inc.
(Quote [redacted]

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

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

I.

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

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

II.

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

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

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

III.

Effective Date and Term: This Contract shall be in full force and effect as of the date of the last party's execution below and shall continue until the Project Completion Date or when terminated pursuant to this Contract, whichever event occurs first. The Project Completion Date is defined as the date by which all services and obligations outlined in Exhibit "A" shall be fully performed and delivered to the satisfaction of the County. The parties acknowledge and agree that the Project Completion Date is initially set to be on or before January 30, 2026, however this date may be amended at the sole discretion of the County. Upon successful completion of the services as described in Exhibit "A", this contract shall automatically terminate without further obligation from either party, except as otherwise expressly provided herein.

IV.

Consideration and Compensation: Service Provider will be compensated based on a fixed sum as set out in Exhibit "A." and in accordance with COOP Contract Omnia R240117, incorporated by reference. The not-to-exceed amount for the life of this contract shall be Thirty-Six Thousand Six Hundred Twenty-Seven Dollars and Fifty-Eight Cents ($36,627.58).

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

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

fees assessed against Service Provider for the supplies or products provided or any Services rendered.

V.

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

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

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

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

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

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

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

coverage held by the County.

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

VI.

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

VII.

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

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

DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

VIII.

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

IX.

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

X.

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

XI.

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

XII.

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

XIII.

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

XIV.

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

XV.

No Assignment: Service Provider may not assign this Contract.

XVI.

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

XVII.

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

XVIII.

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

XIX.

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

XX.

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

XXI.

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

XXII.

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

A. Quote [redacted] marked **Exhibit "A"**;
B. COOP Contract Omnia R240117, incorporated by reference;
C. Insurance certificates evidencing coverages required herein above and
D. Any Addendums agreed to by both parties.

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

XXIII.

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

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

WILLIAMSON COUNTY:

_____
Authorized Signature

_____
County Judge/Presiding Officer

Date: _____,20__

FACILITIES RESOURCE, INC.:

Margaret Teinert Ross
Digitally signed by Margaret Teinert Ross
DN: cn=Margaret Teinert Ross, o=Facilities Resource, Inc., ou, email=mteinert@fri-texas.coom, c=US
Date: 2025.10.10 09:21:31 -05'00'

Authorized Signature

Margaret Teinert Ross
Printed Name

Date: October 9, 20 25

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Oct 10 2025 Time: 12:24 pm

Reviewed by Contract Audit
Joel Brophy
Internal Audit Director
Williamson County Auditor's Office
Date: Oct 10 2025 Time: 11:09 am

Exhibit "A"
Facilities Resource Quote #[redacted]

Facilities Resource Inc.
1641 Scottsdale Drive
Cedar Park, TX 78641
512-371-1232

QUOTATION & CONTRACT

DATE	QUOTE #
09/30/25	[redacted]
SALES REP	**PAYMENT TERMS**
General Sales	Per Contract

BILL TO:	CUSTOMER PURCHASE ORDER	FINAL LOCATION:
AP - Sheriff's Office Remit To [redacted]		[redacted]

SUMMARY INFORMATION

Williamson County Sheriff's Office - Constable Precinct 1 - Workstations

HON OMNIA Contract #R191804
Fellowes OMNIA Contract #R221001

ITEM #	QTY	PRODUCT	UNIT PRICE	EXT. PRICE
1	8.00	The HON Company HNL233028PBK .P $(L1STD) .LSA1 30Wx23-1/8Dx28-1/2H Bookcase Pedestal .P = Black (Select Grommet Color) $(L1STD) = Grd L1 Standard Laminates (Select Chassis Color) .LSA1 = Sterling Ash (Select Grade 1 Laminate Finish) -- ITEM LIST PRICE: $1,019.00 -- TAG/LOCATION: Open Area -- CONTRACT: R240117	$ 411.68	$ 3,293.44
2	4.00	The HON Company HNL233028PLF .G .P $(L1STD) .LSA1 $(L1STD) .LSA1 30Wx23-1/8Dx28-1/2H Lateral File Pedestal .G = Triangle Bar/Black (Select Handle Detail) .P = Black (Select Grommet Color) $(L1STD) = Grd L1 Standard Laminates (Select Chassis Color) .LSA1 = Sterling Ash (Select Grade 1 Laminate Finish) $(L1STD) = Grd L1 Standard Laminates (Select Front Color) .LSA1 = Sterling Ash (Select Grade 1 Laminate Finish) -- ITEM LIST PRICE: $1,408.00 -- TAG/LOCATION: Open Area -- CONTRACT: R240117	$ 568.83	$ 2,275.32
3	4.00	The HON Company HNL233628PLF .G .P $(L1STD) .LSA1 $(L1STD) .LSA1 36Wx23-1/8Dx28-1/2H Lateral File Pedestal .G = Triangle Bar/Black (Select Handle Detail) .P = Black (Select Grommet Color) $(L1STD) = Grd L1 Standard Laminates (Select Chassis Color) .LSA1 = Sterling Ash (Select Grade 1 Laminate Finish)	$ 622.97	$ 2,491.88

Facilities Resource Inc.
1641 Scottsdale Drive
Cedar Park, TX 78641
512-371-1232

QUOTATION & CONTRACT

DATE	QUOTE #
09/30/25	[redacted]
SALES REP	**PAYMENT TERMS**
General Sales	Per Contract

ITEM #	QTY	PRODUCT	UNIT PRICE	EXT. PRICE
		$(L1STD) = Grd L1 Standard Laminates (Select Front Color) .LSA1 = Sterling Ash (Select Grade 1 Laminate Finish) -- ITEM LIST PRICE: $1,542.00 -- TAG/LOCATION: Open Area -- CONTRACT: R240117		
4	4.00	The HON Company HNLMP3028 .P $(L1STD) .LSA1 30W x 27-7/8H Modesty / Ped Back Panel .P = Black (Select Grommet Color) $(L1STD) = Grd L1 Standard Laminates (Select Laminate Color) .LSA1 = Sterling Ash (Select Grade 1 Laminate Finish) -- ITEM LIST PRICE: $259.00 -- TAG/LOCATION: Open Area -- CONTRACT: R240117	$ 104.64	$ 418.56
5	4.00	The HON Company HNLMP3628 .P $(L1STD) .LSA1 36W x 27-7/8H Modesty / Ped Back Panel .P = Black (Select Grommet Color) $(L1STD) = Grd L1 Standard Laminates (Select Laminate Color) .LSA1 = Sterling Ash (Select Grade 1 Laminate Finish) -- ITEM LIST PRICE: $279.00 -- TAG/LOCATION: Open Area -- CONTRACT: R240117	$ 112.72	$ 450.88
6	4.00	The HON Company HNLMP6028 .P $(L1STD) .LSA1 60W x 27-7/8H Modesty / Back Panel .P = Black (Select Grommet Color) $(L1STD) = Grd L1 Standard Laminates (Select Laminate Color) .LSA1 = Sterling Ash (Select Grade 1 Laminate Finish) -- ITEM LIST PRICE: $359.00 -- TAG/LOCATION: Open Area -- CONTRACT: R240117	$ 145.04	$ 580.16
7	4.00	The HON Company HNLRC2460 .G SA .P $(L1STD) .LSA1 60W x 24D Rectangle Worksurface .G = Smooth Flat (Select Edge Detail) SA = Sterling Ash (Edgeband Color Selection) .P = Black (Select Grommet Color) $(L1STD) = Grd L1 Standard Laminates (Select Top Laminate Color) .LSA1 = Sterling Ash (Select Grade 1 Laminate Finish) -- ITEM LIST PRICE: $481.00 -- TAG/LOCATION: Open Area -- CONTRACT: R240117	$ 194.32	$ 777.28

Facilities Resource Inc.
1641 Scottsdale Drive
Cedar Park, TX 78641
512-371-1232

QUOTATION & CONTRACT

DATE	QUOTE #
09/30/25	[redacted]
SALES REP	**PAYMENT TERMS**
General Sales	Per Contract

ITEM #	QTY	PRODUCT	UNIT PRICE	EXT. PRICE
8	4.00	The HON Company HNLRC2466 .G SA .P $(L1STD) .LSA1 66W x 24D Rectangle Worksurface .G = Smooth Flat (Select Edge Detail) SA = Sterling Ash (Edgeband Color Selection) .P = Black (Select Grommet Color) $(L1STD) = Grd L1 Standard Laminates (Select Top Laminate Color) .LSA1 = Sterling Ash (Select Grade 1 Laminate Finish) -- ITEM LIST PRICE: $518.00 -- TAG/LOCATION: Open Area -- CONTRACT: R240117	$ 209.27	$ 837.08
9	4.00	The HON Company HH871036 Electrical Pass-Thru w/o Power Block36"3-1&2-2 -- ITEM LIST PRICE: $176.00 -- TAG/LOCATION: Open Area -- CONTRACT: R240117	$ 56.50	$ 226.00
10	1.00	The HON Company HH871130 Electrical Pass-Thru Cable 30W 3-1 & 2-2 Systems -- ITEM LIST PRICE: $192.00 -- TAG/LOCATION: Open Area -- CONTRACT: R240117	$ 61.63	$ 61.63
11	5.00	The HON Company HH871136 Electrical Pass-Thru Cable 36W 3-1 & 2-2 Systems -- ITEM LIST PRICE: $192.00 -- TAG/LOCATION: Open Area -- CONTRACT: R240117	$ 61.63	$ 308.15
12	4.00	The HON Company HH871160 Electrical Pass-Thru Cable 60W 3-1 & 2-2 Systems -- ITEM LIST PRICE: $201.00 -- TAG/LOCATION: Open Area -- CONTRACT: R240117	$ 64.52	$ 258.08
13	3.00	The HON Company HH871230 Electrical Power Harness 30W 3-1 & 2-2 Systems -- ITEM LIST PRICE: $301.00 -- TAG/LOCATION: Open Area -- CONTRACT: R240117	$ 96.62	$ 289.86

Facilities Resource Inc.
1641 Scottsdale Drive
Cedar Park, TX 78641
512-371-1232

QUOTATION & CONTRACT

DATE	QUOTE #
09/30/25	[redacted]
SALES REP	**PAYMENT TERMS**
General Sales	Per Contract

ITEM #	QTY	PRODUCT	UNIT PRICE	EXT. PRICE
14	5.00	The HON Company HH871242 Electrical Power Harness 42W 3-1 & 2-2 Systems -- ITEM LIST PRICE: $317.00 -- TAG/LOCATION: Open Area -- CONTRACT: R240117	$ 101.76	$ 508.80
15	8.00	The HON Company HH873501 .P Circuit 1 .P = Black (Select Color) -- ITEM LIST PRICE: $65.00 -- TAG/LOCATION: Open Area -- CONTRACT: R240117	$ 20.87	$ 166.96
16	8.00	The HON Company HH873503 .P Circuit 3 .P = Black (Select Color) -- ITEM LIST PRICE: $65.00 -- TAG/LOCATION: Open Area -- CONTRACT: R240117	$ 20.87	$ 166.96
17	1.00	The HON Company HH879072 Base In-Feed Cable Base 3-1 & 2-2 Systems -- ITEM LIST PRICE: $336.00 -- TAG/LOCATION: Open Area -- CONTRACT: R240117	$ 107.86	$ 107.86
18	8.00	The HON Company HJTRGH24 .P 24" Cable Management Tray - Black Only .P = Black (Select Paint Color) -- ITEM LIST PRICE: $103.00 -- TAG/LOCATION: Open Area -- CONTRACT: R240117	$ 33.06	$ 264.48
19	8.00	The HON Company HRVC50PFF $(P2) .P8X Finished End Flat 50H $(P2) = P2 Paint Opts (Select Paint Color) .P8X = Solar Black (Select Grade 2 Paint) -- ITEM LIST PRICE: $161.00 -- TAG/LOCATION: Open Area -- CONTRACT: R240117	$ 51.68	$ 413.44

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QUOTATION & CONTRACT

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SALES REP	**PAYMENT TERMS**
General Sales	Per Contract

ITEM #	QTY	PRODUCT	UNIT PRICE	EXT. PRICE
20	4.00	The HON Company HRVC50PLF $(P2) .P8X "L" 90 degree Painted Connector Flat 50H $(P2) = P2 Paint Opts (Select Paint Color) .P8X = Solar Black (Select Grade 2 Paint) -- ITEM LIST PRICE: $248.00 -- TAG/LOCATION: Open Area -- CONTRACT: R240117	$ 79.61	$ 318.44
21	6.00	The HON Company HRVC50PTF $(P2) .P8X "T" 3-way Painted Connector Flat 50H $(P2) = P2 Paint Opts (Select Paint Color) .P8X = Solar Black (Select Grade 2 Paint) -- ITEM LIST PRICE: $248.00 -- TAG/LOCATION: Open Area -- CONTRACT: R240117	$ 79.61	$ 477.66
22	12.00	The HON Company HRVF5030P $(P2) .P8X Panel Frame 50H x 30W $(P2) = P2 Paint Opts (Select Paint Color) .P8X = Solar Black (Select Grade 2 Paint) -- ITEM LIST PRICE: $441.00 -- TAG/LOCATION: Open Area -- CONTRACT: R240117	$ 141.56	$ 1,698.72
23	9.00	The HON Company HRVF5036P $(P2) .P8X Panel Frame 50H x 36W $(P2) = P2 Paint Opts (Select Paint Color) .P8X = Solar Black (Select Grade 2 Paint) -- ITEM LIST PRICE: $441.00 -- TAG/LOCATION: Open Area -- CONTRACT: R240117	$ 141.56	$ 1,274.04
24	5.00	The HON Company HRVF5042P $(P2) .P8X Panel Frame 50h x 42W $(P2) = P2 Paint Opts (Select Paint Color) .P8X = Solar Black (Select Grade 2 Paint) -- ITEM LIST PRICE: $465.00 -- TAG/LOCATION: Open Area -- CONTRACT: R240117	$ 149.27	$ 746.35
25	4.00	The HON Company HRVF5060P $(P2) .P8X Panel Frame 50H x 60W	$ 165.96	$ 663.84

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512-371-1232

QUOTATION & CONTRACT

DATE	QUOTE #
09/30/25	[redacted]
SALES REP	**PAYMENT TERMS**
General Sales	Per Contract

ITEM #	QTY	PRODUCT	UNIT PRICE	EXT. PRICE
		$(P2) = P2 Paint Opts (Select Paint Color) .P8X = Solar Black (Select Grade 2 Paint) -- ITEM LIST PRICE: $517.00 -- TAG/LOCATION: Open Area -- CONTRACT: R240117		
26	24.00	The HON Company HRVT4530T $(A) .DAPR 20 Abound Fabric Tile 45H x 30W $(A) = Grd A Fabric (Fabric Selection) .DAPR = Dapper (Grd A Fab) 20 = Ash (Dapper) -- ITEM LIST PRICE: $215.00 -- TAG/LOCATION: Open Area -- CONTRACT: R240117	$ 69.02	$ 1,656.48
27	18.00	The HON Company HRVT4536T $(A) .DAPR 20 Abound Fabric Tile 45H x 36W $(A) = Grd A Fabric (Fabric Selection) .DAPR = Dapper (Grd A Fab) 20 = Ash (Dapper) -- ITEM LIST PRICE: $250.00 -- TAG/LOCATION: Open Area -- CONTRACT: R240117	$ 80.25	$ 1,444.50
28	10.00	The HON Company HRVT4542T $(A) .DAPR 20 Abound Fabric Tile 45H x 42W $(A) = Grd A Fabric (Fabric Selection) .DAPR = Dapper (Grd A Fab) 20 = Ash (Dapper) -- ITEM LIST PRICE: $289.00 -- TAG/LOCATION: Open Area -- CONTRACT: R240117	$ 92.77	$ 927.70
29	8.00	The HON Company HRVT4560T $(A) .DAPR 20 Abound Fabric Tile 45H x 60W $(A) = Grd A Fabric (Fabric Selection) .DAPR = Dapper (Grd A Fab) 20 = Ash (Dapper) -- ITEM LIST PRICE: $353.00 -- TAG/LOCATION: Open Area -- CONTRACT: R240117	$ 113.31	$ 906.48

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QUOTATION & CONTRACT

DATE	QUOTE #
09/30/25	[redacted]
SALES REP	**PAYMENT TERMS**
General Sales	Per Contract

ITEM #	QTY	PRODUCT	UNIT PRICE	EXT. PRICE
30	12.00	The HON Company HRVTC30F $(P2) .P8X Panel Top Cap Flat 30W $(P2) = P2 Paint Opts (Select Paint Color) .P8X = Solar Black (Select Grade 2 Paint) -- ITEM LIST PRICE: $92.00 -- TAG/LOCATION: Open Area -- CONTRACT: R240117	$ 29.53	$ 354.36
31	9.00	The HON Company HRVTC36F $(P2) .P8X Panel Top Cap Flat 36W $(P2) = P2 Paint Opts (Select Paint Color) .P8X = Solar Black (Select Grade 2 Paint) -- ITEM LIST PRICE: $114.00 -- TAG/LOCATION: Open Area -- CONTRACT: R240117	$ 36.59	$ 329.31
32	5.00	The HON Company HRVTC42F $(P2) .P8X Panel Top Cap Flat 42W $(P2) = P2 Paint Opts (Select Paint Color) .P8X = Solar Black (Select Grade 2 Paint) -- ITEM LIST PRICE: $117.00 -- TAG/LOCATION: Open Area -- CONTRACT: R240117	$ 37.56	$ 187.80
33	4.00	The HON Company HRVTC60F $(P2) .P8X Panel Top Cap Flat 60W $(P2) = P2 Paint Opts (Select Paint Color) .P8X = Solar Black (Select Grade 2 Paint) -- ITEM LIST PRICE: $148.00 -- TAG/LOCATION: Open Area -- CONTRACT: R240117	$ 47.51	$ 190.04
34	8.00	The HON Company HHATB2S2LC $(P1) .P71 .X .MEM 2 Stage 2 Leg Rectangle C Foot $(P1) = P1 Paint Opts (Select Paint Grade) .P71 = Black (Select Paint Color) .X = Standard Glide (Select Glide) .MEM = Memory Preset (Select Keypad) -- ITEM LIST PRICE: $1,134.00 -- TAG/LOCATION: Open Area -- CONTRACT: R240117	$ 364.01	$ 2,912.08

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QUOTATION & CONTRACT

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SALES REP	PAYMENT TERMS
General Sales	Per Contract

ITEM #	QTY	PRODUCT	UNIT PRICE	EXT. PRICE
35	8.00	Fellowes FCH4CX WHT Desktop Power Module Including 14" 6-Outlet Power Adapter, (2) AC Power And (1) USB-A Outlet, (1) USB-C Outlet. Mounts On Top Or Under Desk WHT = Finish: White -- ITEM LIST PRICE: $488.00 -- TAG/LOCATION: Open Area -- CONTRACT: R221001	$ 224.00	$ 1,792.00
36	8.00	The HON Company HHATW2252CT $(L1STD) .LSA1 .SA .G1 P 52W x 22D Rect Worksurface - C/T Base $(L1STD) = Grd L1 Standard Laminates (Laminate Top Selection) .LSA1 = Sterling Ash (Select Grade 1 Laminate Finish) .SA = Sterling Ash (Select Edgeband Color) .G1 = 1 Grommet - Centered (Select Grommet) P = Black (Select Grommet Color) -- ITEM LIST PRICE: $565.00 -- TAG/LOCATION: Open Area -- CONTRACT: R240117	$ 181.37	$ 1,450.96
37	1.00	FRI Services Facilities Resource, Inc. will Dismantle the existing workstations, remove from site and deliver to the [redacted] Georgetown, Texas *All work is quoted to be performed during regular business hours -- CONTRACT: R240117	$ 1,600.00	$ 1,600.00
38	1.00	FRI Services Design -- ITEM LIST PRICE: $1,000.00 -- TAG/LOCATION: Services -- CONTRACT: R240117	$ 1,000.00	$ 1,000.00
39	1.00	FRI Services RDI Receiving, Delivery & Installation -- ITEM LIST PRICE: $2,800.00 -- TAG/LOCATION: Services -- CONTRACT: R240117	$ 2,800.00	$ 2,800.00

NOTES:	*Estimated Materials and Commodity Surcharges have been added to this quote due to current market fluctuations, (Actual Amount Charged will be determined at the time the order is placed). *Storage of product begins upon receipt of product at FRI Warehouse and will be prorated based on need until all product is

Facilities Resource Inc.
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512-371-1232

QUOTATION & CONTRACT

DATE	QUOTE #
09/30/25	[redacted]
SALES REP	**PAYMENT TERMS**
General Sales	Per Contract

ITEM #	QTY	PRODUCT	UNIT PRICE	EXT. PRICE

delivered to site.

*Storage will be calculated on a weekly basis and charged on a change order until the products leave the warehouse. Any outstanding storage change order older than 30 days will cause a hold on product release.

**Facilities Resource, Inc. will assess a 3.5% convenience fee on all credit card transactions.

ACH Details:
[redacted]
Remit: ar@fri-texas.com

WE ARE PLEASED TO QUOTE THE FOLLOWING ITEMS FOR YOUR APPROVAL. THESE ITEMS ARE SUBJECT TO THE TERMS AND CONDITIONS OF THE SALE WHICH ARE PART OF THIS AGREEMENT. THE MERCHANDISE WILL BE ORDERED UPON RECEIPT OF THIS SIGNED CONTRACT AND DEPOSIT. THIS OFFER WILL EXPIRE 30 DAYS FROM THE QUOTATION DATE. THIS QUOTATION, WHEN ACCEPTED IS A CONTRACT BINDING ON BOTH PARTIES AND IS NOT SUBJECT TO CHANGE OR CANCELLATION EXCEPT BY WRITTEN CONSENT BY BOTH PARTIES.

x _____ Date 09/30/25
General Sales
Facilities Resource Inc.

x Not Required with PO Issued Date _____
Title
Williamson County

SUBTOTAL	$36,627.58
FREIGHT	$0.00
DELIVERY/SET-UP	$0.00
SALES TAX (0%)	$0.00
TOTAL	**$36,627.58**
DEPOSIT REQUESTED	$0.00
BALANCE	**$36,627.58**

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:
2025-1374291

Date Filed:
10/08/2025

Date Acknowledged:
10/09/2025

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

Facilities Resource, Inc.
Cedar Park, TX United States

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

Williamson County, Texas

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

Quote #25013A
Office Furniture

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Margaret, Teinert-Ross	Georgetown, TX United States	X	
Darren, Ross	Georgetown, TX United States		X
Cynthia, Ornelas	Cedar Park, TX United States		X
Robert, Ornelas	Cedar Park, 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

Certificate Number:
2025-1374291

Date Filed:
10/08/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Facilities Resource, Inc.
Cedar Park, TX United States

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

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

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Margaret, Teinert-Ross	Georgetown, TX United States	X	
Darren, Ross	Georgetown, TX United States		X
Cynthia, Ornelas	Cedar Park, TX United States		X
Robert, Ornelas	Cedar Park, TX United States		X

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

My address is [redacted], [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 8th day of October (month), 20 25 (year).

Margaret Teinert Ross
Digitally signed by Margaret Teinert Ross
DN: cn=Margaret Teinert Ross, o=Facilities Resource, Inc., ou, email=mteinert@fri-texas.coom, c=US
Date: 2025.10.08 10:48:47 -05'00'

Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **15.**

Meeting Date: 10/28/2025

Approval of Agreement #2026-038 for Police One Academy Annual Subscription from Lexipol, LLC for the Sheriff's Office

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the agreement #2026-038 between Lexipol, LLC and Williamson County Sheriff's Office for Police One Academy annual online subscription services in the amount of $23,171.00 and exempting this purchase from the competitive bidding requirement per Texas Local Government Code Discretionary Exemptions §262.024 (a)(7)(A) items for which competition is precluded because of the existence of patents, copyrights, secret processes or monopolies, and authorizing the execution of the agreement.

Background

Approval of this item will support the operations of the Williamson County Sheriff's Office. The Sheriff's Office first started using the Police One training platform after it was approved by the Commissioner's Court on 3.09.2021. The training platform was chosen for its comprehensive approach to law enforcement education. It offers a range of training solutions that cater to the needs of public safety leaders, ensuring high-quality training and effective monitoring of training programs. The platform supports the required ongoing staff training and facilitates the assignment and management of training sessions. The subscription agreement attached outlines the subscription services for five hundred (500) users for a period of twelve (12) months. This subscription has been approved by the Budget Office and Information Services. Funding is split evenly among lines 01.0100.560.004232 and 01.0100.0570.004232 as per the FY26 budget. Origination #3651. The Department's point of contact is Starla Hall.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Lexipol MSA Redacted

Form 1295 Redacted

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	10/21/2025 10:00 AM
Form Started By: Sandra Malcolm		Started On: 09/26/2025 01:14 PM
Final Approval Date: 10/21/2025		

Docusign Envelope ID: A4E7B554-E7C0-4914-BFE6-7D1210D8AE43

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

COUNTY ADDENDUM TO THE MASTER SERVICE AGREEMENT WITH LEXIPOL, LLC (FY26)

The underlying County Addendum (the "Addendum") to the Master Service Agreement ("Agreement"), between Lexipol, LLC ("Lexipol") and Williamson County, Texas ("Agency" or "The County") 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. 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. **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 and
   - Lexipol's Master Service Agreement commencing 10/01/2025 and continuing through 9/30/2026

2. **Effective Date and Term:** This Contract shall begin October 01, 2025 and shall continue through September 30, 2026, unless terminated sooner pursuant to the terms of the Agreement, when signed by all parties. This Agreement shall not automatically renew at the end of the term.

3. **Termination for Convenience.** The County may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to Lexipol. In the event of such termination, it is understood and agreed that only the amounts due to Lexipol for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for The County's termination of this Agreement for convenience.

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

5. **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.

6. **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.

7. **The County's Right to Audit.** Lexipol agrees that The County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Lexipol which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Lexipol agrees that The County shall have access during normal working hours to all necessary Lexipol 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 Lexipol reasonable advance notice of intended audits.

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

9. **Payment, Interest and Late Payments.** The 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 The County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The County in accordance with Texas

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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.

In the event that an error appears in an invoice submitted by Lexipol, The County shall notify Lexipol of the error not later than the twenty first (21st) day after the date The County receives the invoice. If the error is resolved in favor of Lexipol, Lexipol shall be entitled to receive interest on the unpaid balance of the invoice submitted by Lexipol beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of The County, Lexipol 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.

10. **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 County, 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. Such policies shall also include waivers of subrogation in favor of The County. 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. Lexipol shall furnish The County with a certification of coverage issued by the insurer. Lexipol shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requirements set forth hereunder, Lexipol shall also notify The 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.**

11. **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.

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

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13. **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 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. 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.

14. **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.

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

LEXIPOL, LLC

By: Docusigned by: Jan Roos E06AE53CE2B942A...

Printed Name: Jan Roos

Title: VP & Geneal Counsel

Date: October 15, 2025

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: Oct 16 2025 Time: 9:52 am

Reviewed by Contract Audit
Garrett Murray
Contract Auditor
Willamson County Auditor's Office
Date: Oct 15 2025 Time: 4:12 pm

Docusign Envelope ID: A4E7B554-E7C0-4914-BFE6-7D1210D8AE43

[redacted]

LEXIPOL

MASTER SERVICE AGREEMENT

Initial Term Start Date: 10/01/2025

Initial Term End Date: 09/30/2026

Account Executive Information

[redacted]nt InformationAgency Information

Blaine Smith
Senior Customer Success Manager
bsmith@lexipol.com

Office Admin
[redacted]

Lexipol LLC
2611 Internet Blvd., Ste. 120
Frisco, Texas 75034

Williamson County Sheriff's Office
8160 Chandler Road
Hutto, Texas 78634

This Master Service Agreement (the “Agreement”) is entered into by and between Lexipol, LLC, a Delaware limited liability company ("Lexipol"), and the department, entity, or organization referenced above ("Agency").

This Agreement consists of:

(a) this **Cover Sheet**
(b) **Exhibit A** - Selected Services and Associated Fees
(c) **Exhibit B** - Description of Services
(d) **Exhibit C** - Terms and Conditions of Service

Each individual signing below represents and warrants that they have full and complete authority to bind the party on whose behalf they are signing to all terms and conditions contained in this Agreement.

Williamson County Sheriff's Office

Signature: _____

Title: _____

Lexipol, LLC

Signature: DocuSigned by: Jan Roos E06AE53CE2B942A...

Title: Vice President & General Counsel

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[redacted]

Exhibit A

SELECTED SERVICES AND ASSOCIATED FEES

Agency is purchasing the following:

Order Summary

Qty	Description	Unit Price	Disc (%)	Disc Amount	Tax Amount	Extended
500	PoliceOne Academy Annual Rate Per User	$44.56	-4%	($891.20)	$0.00	$23,171.00
			Discount:	($891.20)	Subtotal:	$23,171.00

	($891.00)
Subtotal:	$23,171.00
Total Due:	
	$23,171.00

Exhibit B Description of Services

PoliceOne Academy

Training is key to improving safety and effectiveness in law enforcement agency operations. PoliceOne Academy's online training platform combines high-quality content with time-saving features to help your training resources go further.

- 24/7 access to online learning, allowing your officers to train when it’s convenient
- Hundreds of full-length courses and thousands of videos built for micro-learning
- Reports to help you monitor and track training completion, compliance and license renewal
- Acceptance as a Certified Training Provider and for continuing education in many states
- Ability to upload and build your own content and create personalized learning plans

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[redacted]

Exhibit C Terms and Conditions of Service

These Terms and Conditions of Service (the "Terms") govern the rights and obligations of Lexipol, LLC ("Lexipol") and Agency under this Agreement. Lexipol and Agency may each be referred to herein as a "Party" and collectively as the "Parties."

1. **Definitions**. Each of the following capitalized terms will have the meaning included in this Section. Other capitalized terms are defined within their respective sections, below.

1.1 **"Agency"** means the department, agency, office, organization, company, or other entity purchasing and/or subscribing to Lexipol Services, as may be further denoted on the cover sheet to which these Terms are attached.

1.2 **"Agency Data"** means all data, information, and content owned by Agency for purposes of identifying authorized users, confirming departmental information, or which are ancillary to receipt of Lexipol Services.

1.3 **"Agreement"** means the combination of the cover sheet; Exhibit A ("Selected Services and Associated Fees"); Exhibit B (Description of Services); this Exhibit C ("Terms and Conditions of Service"); and any other documents attached hereto and expressly incorporated herein by reference.

1.4 **"Custom Agreement Terms"** refers to an optional section within Exhibit A which allows the Parties to modify this Agreement and/or incorporate additional exhibits or addenda by reference.

1.5 **"Initial Term"** means the initial period of time in which Agency has elected to receive Lexipol Services.

1.6 **"Initial Term Start Date"** is specified on the cover sheet and represents the first day of the Initial Term.

1.7 **"Initial Term End Date"** is specified on the cover sheet and represents the last day of the Initial Term.

1.8 **"Lexipol Content"** means all content in any format including but not limited to written content, images, videos, data, information, and software multimedia provided by Lexipol and/or its licensors via the Services.

1.9 **"Services"** means all products and services, including but not limited to all online services, software subscriptions, content licensing, professional services, and ancillary support services as may be offered by Lexipol and/or its affiliates.

2. **Term; Renewal**. This Agreement becomes enforceable upon signature by Agency's authorized representative, and effective as of the Initial Term Start Date. Following the Initial Term, this Agreement shall automatically renew in successive one-year periods (each, a "Renewal Term") unless terminated as set forth herein. The Initial Term and all Renewal Terms collectively comprise the "Term" of this Agreement.

3. **Termination.**

3.1 **For Convenience; Non-Appropriation**. During the Initial Term, this Agreement may only be terminated through mutual written approval from an authorized representative of each Party. Following the Initial Term, this Agreement may be terminated by either party for convenience (including due to lack of appropriation of funds for Agency) by providing sixty (60) days written notice to the other Party. NOTE: Fees paid for Online Services are not eligible for refund, proration, or offset in the event of termination for convenience by Agency. Fees pre-paid for Professional Services may be eligible for refund, proration or offset to the extent such Services have not been delivered.

3.2 **For Cause**. This Agreement may be terminated by either party, effective immediately, (a) in the event the other party fails to discharge any material obligation, including payment obligations, or remedy any material default hereunder for a period of more than thirty (30) calendar days after it has been provided written notice of such failure or default; or (b) in the event that the other party makes an assignment for the benefit of creditors or commences or has commenced against it any proceeding in bankruptcy, insolvency or reorganization pursuant to the bankruptcy laws of any applicable jurisdiction.

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[redacted]

3.3 **Effect of Expiration or Termination**. Upon the expiration or termination of this Agreement for any reason, Agency's access to the Services herein shall cease unless Lexipol has, in its sole discretion, provided for their limited continuation. Termination or expiration of this Agreement shall not, however, relieve either party from any obligation or liability that has accrued under this Agreement prior to the date of such termination or expiration, including payment obligations.

4. **Fees; Invoicing**. Lexipol will invoice Agency at the commencement of the Initial Term and thirty (30) days prior to the commencement of each Renewal Term, if applicable. Agency agrees to remit payment within thirty (30) calendar days of receipt of Lexipol's invoice. Payments may be made electronically through Lexipol's online customer portal or by mailing a check to Lexipol, LLC at PO Box 676232 Dallas, TX 75267-6232 (Attn: Accounts Receivable). Agency is responsible for all third-party fees (e.g., wire fees, bank fees, credit card processing fees) incurred when paying electronically, and such fees are in addition to those listed on Exhibit A. Lexipol reserves the right to increase fees for Renewal Terms following notice to Agency. All fee amounts stated in Exhibit A are exclusive of taxes. Unless otherwise exempt, Agency is responsible for and will pay in full all taxes related to receipt of Lexipol's Services. If Agency is exempt, it must send its exemption certificate(s) to taxes@lexipol.com.

5. **Terms of Service**. The following provisions govern access to and use of specific Lexipol's Services:

5.1 **Online Services**. Lexipol's Online Services include all online services offered by Lexipol and its partners, affiliates, and licensors. Online Services include, without limitation, Lexipol's Policy Knowledge Management System ("KMS"), Learning Management System ("LMS"), Cordico wellness application(s), GrantFinder, Virtual Instructor-Led Training, and the LEFTA Systems suite of solutions (collectively, the "Online Services"). Note: LMS Services include, but are not limited to: PoliceOne Academy, FireRescue1 Academy, EMS1 Academy, Corrections1 Academy, and LocalGovU.

5.2 **Professional Services**. Lexipol's Professional Services include those Services that are not part of Lexipol's Online Services and which require the direct, hands-on professional expertise of Lexipol personnel and/or contractors, including implementation support for policy manuals and software, technical support for online learning, accreditation consulting, grant writing, and projects requiring regular input from Lexipol's subject matter experts (collectively, "Professional Services"). Professional Services may also be referred to as "One-Time" Services on Exhibit A and may also include the provision of supplemental documentation from Lexipol's Professional Services team, either with this Agreement or during the provision of Service. NOTE: Agency is responsible for submitting all information reasonably required by Lexipol's grant writing team in a timely manner and always at least five (5) days prior to each grant application submission date. Agency is responsible for submissions of final grant applications by grant deadlines. Failure to timely submit required materials to Lexipol's grant writing team will result in rollover of project fees to next grant application cycle, not a refund of fees. Requests for cancellation of grant writing services which have already begun will result in a 50% fee of the total value of the service.

5.3 **Account Security**. Access to Lexipol's Services is personal and unique to Agency. Agency shall not assign, transfer, or provide access to Lexipol Services to any third party without Lexipol's prior written consent. Agency is responsible for maintaining the security and confidentiality of Agency's usernames and passwords and the security of Agency's accounts. Agency will immediately notify Lexipol if Agency becomes aware that any person or entity other than authorized Agency personnel has used Agency's account or Agency's usernames and/or passwords.

5.4 **Agency Data.** Lexipol's use of Agency Data is limited to providing and improving the Services, retaining records in the regular course of business, and complying with applicable legal obligations. Lexipol will use commercially reasonable efforts to ensure the security of all Agency Data, including technical and organizational measures to protect Agency Data against unauthorized or unlawful processing and against accidental loss, destruction, damage, theft, alteration or disclosure, including through measures specified by the National Institute of Standards and Technology (NIST). Lexipol's Services use the Secure Socket Layer (SSL) protocol, which encrypts information as it travels between Lexipol and Agency. However, data transmission on the internet is not always 100% secure and Lexipol cannot and does not warrant that information Agency transmits is 100% secure.

5.5 **Intellectual Property**. Lexipol's Services, and all Lexipol Content underlying such Services, are proprietary and,

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where applicable, protected under U.S. copyright, trademark, patent, and/or other applicable laws. When subscribing to Lexipol's Online Services, Agency and its authorized personnel receive a personal, limited, non-sublicensable and non-assignable license to access and use the Services in conformity with these Terms. Nothing contained in this Agreement, and no course of dealing, shall be construed as conferring any right of ownership to Lexipol's Services or Lexipol Content. Lexipol Content may be incorporated into Agency's final policy manuals, including beyond the Term of this Agreement, but Agency may not otherwise share Lexipol Content with private, for-profit, or commercial third parties, or commercialize Lexipol Content in any way. Agency acknowledges and agrees that Lexipol shall have no responsibility to update the Lexipol Content used by Agency beyond the Term of this Agreement and that Lexipol hereby disclaims and shall have no liability whatsoever for Agency's reliance on or use of modified or derivative forms of Lexipol Content including, without limitation, any revision, abridgement, condensation, expansion, compilation, or any other form in which Lexipol Content, or any portion thereof, is recast, transformed, adapted, or modified from its original form. NOTE: AGENCY ACKNOWLEDGES AND AGREES THAT, PRIOR TO USE AND FINAL PUBLICATION, ALL AGENCY POLICIES AND DAILY TRAINING BULLETINS (DTBs) HAVE BEEN INDIVIDUALLY REVIEWED AND ADOPTED BY AGENCY. AGENCY ACKNOWLEDGES AND AGREES THAT IT, AND NOT LEXIPOL, IS CONSIDERED THE "POLICY MAKER" WITH REGARD TO EACH AND EVERY SUCH POLICY AND DTB.

6. **Confidentiality**. Each Party may disclose information to the other Party that would be reasonably considered confidential, including Agency Data (collectively, "Confidential Information"). Upon receiving such Confidential Information, each Party will: (a) limit disclosure of such Confidential Information to authorized representatives only; (b) advise its personnel and agents of the confidential nature of such Confidential Information and of the obligations set forth in this Agreement; and (c) not disclose any Confidential Information to any third party unless expressly authorized by the disclosing Party. Notwithstanding the foregoing, this section shall not operate to limit Agency's disclosure authority pursuant to a valid governmental, judicial, or administrative order, subpoena, regulatory request, Freedom of Information Act request, Public Records Act request, or equivalent, provided that Agency notifies Lexipol of such disclosure, to the extent practicable, such that Lexipol may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of Lexipol's Confidential Information and trade secrets.

7. **Warranty.** LEXIPOL WARRANTS THAT IT SHALL NOT KNOWINGLY INFRINGE THE INTELLECTUAL PROPERTY RIGHTS OF OTHERS; THAT ITS SERVICES ARE PROVIDED IN A PROFESSIONAL AND WORKMANLIKE MANNER IN ACCORDANCE WITH PREVAILING INDUSTRY STANDARDS; AND THAT THEY SHALL BE FIT FOR THE SPECIFIC PURPOSES SET FORTH HEREIN. BEYOND THE FOREGOING, LEXIPOL'S SERVICES ARE PROVIDED "AS-IS" AND LEXIPOL DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR OTHERWISE.

8. **Indemnification; Limitation of Liability.** Lexipol will indemnify, defend, and hold harmless Agency from and against any and all loss, liability, damage, claim, cost, charge, demand, fine, penalty, or expense arising directly and solely out of Lexipol's acts or omissions in providing the Services. Each Party's cumulative liability resulting from any claims, demands, or actions arising out of or relating to this Agreement shall not exceed the aggregate amount of fees paid by Agency to Lexipol during the twelve-month period immediately prior to the assertion of such claim, demand, or action. In no event shall either Party be liable for indirect, incidental, consequential, special, exemplary damages, or lost profits.

9. **General Terms.**

9.1 **Entire Agreement**. This Agreement embodies the entire agreement between the Parties and supersedes all prior agreements with respect to the subject matter hereof. No representation, promise, or statement of intention has been made by either party that is not embodied herein. Terms and conditions set forth in any purchase order or other document that are inconsistent with or in addition to the terms and conditions set forth in this Agreement are rejected in their entirety and void, regardless of when received, without further action. No amendment, modification, or supplement to this Agreement shall be binding unless it is made in writing and signed by both parties.

9.2 **General Interpretation**. The terms of this Agreement have been chosen by the parties hereto to express their mutual intent. This Agreement shall be construed equally against each party without regard to any presumption or rule requiring construction against the party who drafted this Agreement or any portion thereof.

9.3 **Invalidity of Provisions**. Each provision contained in this Agreement is distinct and severable. A declaration of

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[redacted]

invalidity or unenforceability of any provision or portion thereof shall not affect the validity or enforceability of any oth er provision. Should any provision or portion thereof be held to be invalid or unenforceable, the parties agree that the reviewing authority should endeavor to give effect to the parties' intention as reflected in such provision to the maximum extent possible.

9.4 **Governing Law**. Each party shall maintain compliance with all applicable laws, rules, regulations, and orders relating to its obligations pursuant to this Agreement. This Agreement shall be construed in accordance with, and governed by, the laws of the state in which Agency is located, without giving effect to any choice of law doctrine that would cause the law of any other jurisdiction to apply.

9.5 **Assignment**. This Agreement may not be assigned by either party without the prior written consent of the other. Notwithstanding the foregoing, this Agreement may be assumed by a party's successor in interest through merger, acquisition, or consolidation without additional notice or consent.

9.6 **Waiver**. Either party's failure to exercise, or delay in exercising, any right or remedy under any provision of this Agreement shall not constitute a waiver of such right or remedy.

9.7 **Notices**. Any notice required hereunder shall be in writing and shall be made by certified mail (postage prepaid) to known, authorized recipients at such address as each party may indicate from time to time. In addition, electronic mail (email) to established and authorized recipients is acceptable when acknowledged by the receiving party.

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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:
2025-1370152

Date Filed:
09/29/2025

Date Acknowledged:
09/30/2025

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Lexipol, LLC
Frisco, 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.
2026-038
Lexipol-Police One Academy

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Nunan, Bill	Frisco, TX United States	X	
Mittal, Manu	Frisco, TX United States	X	
Roos, Jan	Gold River, CA United States	X	
Lexipol Holding Company	Frisco, 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

Certificate Number:
2025-1370152

Date Filed:
09/29/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Lexipol, LLC
Frisco, 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.
2026-038
Lexipol-Police One Academy

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
[redacted]	Frisco, TX United States	X	
[redacted]	Frisco, TX United States	X	
[redacted]	Gold River, CA United States	X	
Lexipol Holding Company	Frisco, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

My address is [redacted], [redacted], [redacted] 95670, [redacted].
(city) (state) (zip code) (country)

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

Executed in Sacramento County, State of California, on the 29th day of September (month), 2025 (year).

Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **16.**

Meeting Date: 10/28/2025

Approval of Consulting Services Agreement #2026-055 with Rely Information Sytems, LLC for Information Systems

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving Consulting Service Agreement #2026-55 with Rely Information Systems, LLC for Oracle Database Administrator (DBA) patch and upgrade assistance and general DBA support and maintenance of Williamson County Oracle applications for the term of one (1) year effective 11/1/2025 through 10/31/2026 in the not-to-exceed amount of $79,200.00, exempting the purchase from the competitive bidding proposal requirements per the County Purchasing Act, pursuant to the discretionary exemption for personal services, as set forth under the Texas Local Government Code, Section 262.024.(a)(4), a personal or professional service, and authorizing execution of the agreement.

Background

Rely Information Systems, LLC will provide consulting services, on an as-needed basis at the rate of $110.00 per hour, for general DBA patch and upgrade assistance and general Oracle support and maintenance on a time and material basis. Funding source is 01.0100.0503.004100 as per the FY26 budget. Origination #3979. The department point of contact is Minnie Beteille.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Form 1295

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	10/21/2025 03:11 PM
Form Started By: Barbi Hageman		Started On: 10/14/2025 01:55 PM
Final Approval Date: 10/21/2025		

CONSULTING SERVICES AGREEMENT

THIS CONSULTING SERVICES AGREEMENT ("Agreement") between Rely Information Systems LLC, organized and existing under the laws of the State of Texas, (hereinafter "Consultant"), with its principal place of business at Irving, TX , and Williamson County, Texas, a political subdivision of the State of Texas (hereinafter "County"), having an address of 301 S.E. Inner Loop, Suite 105, Georgetown, Texas, 78626, sets forth the terms and conditions pursuant to which Consultant will provide certain services. Rely Information Systems LLC is a sole operation of the company's owner - Praveen Rao whose is the provider of all services to County and has the authority to represent his company in all matters.

1. Consulting Services

1.1 A statement of work ("SOW") is attached here to and the terms therein are incorporated in this Agreement. Consultant agrees to perform the consulting services ("Services") as set forth in the attached SOW, and in any subsequently approved SOW referencing this Agreement, in a professional manner. Consultant agrees to provide the items described in the SOW ("Deliverables").

2. Term and Termination

2.1 This Agreement shall be in full force and effect when signed by all parties and shall continue through October 31, 2026, when signed by all parties. Unless terminated sooner pursuant to terms of this Agreement, if applicable, at the end of the agreement term, Williamson County Commissioners Court reserves the right to renew the agreement for up to four (4) additional one-year terms by mutual agreement of both parties, as it deems to be in the best interest of Williamson County.

2.2 Either party may terminate this Agreement, with or without cause, upon not less than thirty (30) calendar day's written notice to the opposite party. County shall pay Consultant for all Services performed prior to termination.

2.3 If either party commits an Event of Breach (a breach of any of the covenants, terms and/or conditions of this Agreement), the non-breaching party shall deliver written notice of such Event of Breach to the breaching party. Such notice must specify the nature of the Event of Breach and inform the breaching party that unless the Event of Breach is cured within ten (10) days of receipt of the notice, additional steps may be taken to terminate this Agreement. If the breaching party begins a good faith attempt to cure the Event of Breach within said ten (10) days, then and in that instance, the said ten (10) day period may be extended by the non-breaching party, so long as the breaching party continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the Event of Breach. If, in the opinion of the non-breaching party, the breaching party does not cure the Event of Breach within the above referenced ten (10) day period or otherwise fails to make any diligent attempt to correct the Event of Breach, the breaching party shall be deemed to be in breach and the non-breaching party may, in addition to seeking the remedies mentioned hereinafter and/or remedies available under the law, terminate this Agreement.

3. Payment and Taxes

3.1 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: www.wilcotx.gov/351/Vendor-Reimbursement. Invoices requesting reimbursement for authorized non-labor expenses must be accompanied by copies of the provider's invoice and clearly set forth the actual cost of the expenses, without markup.

Unless specified otherwise in the SOW, Consultant will invoice County semi-monthly for Services. County's payment of the Services and Deliverables shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by County within thirty (30) days from the date of the Williamson County Auditor's receipt of an invoice. Interest charges for any late payments shall be paid by County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. In the event that a discrepancy arises in relation to an invoice, such as an incorrect amount on an invoice or a lack of documentation that is required to be attached to an invoice to evidence the amount claimed to be due, County shall notify Consultant of the discrepancy. Following County's notification of any discrepancy as to an invoice, Consultant must resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation, to the Williamson County Auditor. County shall pay the invoice within thirty (30) days from the date of the Williamson County Auditor's receipt of the corrected or revised invoice. County's payment of an invoice that contains a discrepancy shall not be considered late, nor shall any interest begin to accrue until the thirty-first (31st) day following the Williamson County Auditor's receipt of the corrected or revised invoice.

3.2 TAX EXEMPTION: Williamson County is a body corporate and political under the laws of the State of Texas and claims exemption from sales and use taxes. A copy of a tax-exemption certificate will be furnished upon request.

4. Ownership and License

Consultant retains all ownership and intellectual property rights in techniques, methodology, and products (collectively "IP") provided or used by Consultant in the performance of services, and any extensions to Consultant IP developed in conjunction with the SOW, including but not limited to software code, operating instructions, unique design concepts, software development tools, and training materials. Consultant grants to County, a perpetual, nonexclusive, nontransferable,

worldwide, fully paid up license to use, solely for its own internal business purposes, elements of the Deliverables, which contain Consultant IP.

5. Confidential Information

5.1 To the extent authorized by law, any business, operational, commercial, financial or technical information furnished by Consultant to County under this Agreement will remain Consultant's property, will be deemed proprietary, will be kept confidential to the extent allowed by law, and will be promptly returned at Consultant's request. Except as otherwise required by law, County may not disclose, without Consultant's written permission, any such information or data to any third party, or use such information or data itself for any purpose other than performing its obligations under this Agreement. The obligations set forth in this section will survive the cancellation, termination, or completion of this Agreement.

5.2 To the extent authorized by law, any business, operational, commercial, financial or technical information provided by County to Consultant will remain County's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at County's request. Consultant may not disclose, without County's written permission or as required by law, any such information or data to any third party, or use such information or data itself for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section will survive the cancellation, termination, or completion of this Agreement.

5.3 To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 *et seq.*, as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or information furnished to County as to whether or not the same must be made available to the public. It is further understood that County, its 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 Consultant for the disclosure to the public, or to any person or persons, of any items or information furnished to County by Consultant in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

6. Relationship between 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.

7. Warranties

7.1 Consultant warrants that the consulting services provided pursuant to this Agreement will be performed consistent with generally accepted industry standards and as provided in Article 1. The warranty period for an application module or product shall begin as each application module or

product is placed in production status. For purposes of this section, an application module or product is considered in production status if County is processing actual transactions, using the respective application module or product.

7.2 Consultant agrees to fully cooperate with the County's software and hardware providers throughout the implementation, and thereafter, to assist in the determination of the cause and resolution of any issues related to the software, hardware or system as implemented. In the event the cause of the issue is determined to be inadequate work, errors, or omissions in the services provided by Consultant, Consultant shall correct the issue at no additional cost to the County as soon as reasonably practical, but in no event later than seven (7) calendar days following notice to Consultant that inadequate work, errors, or omissions in the services provided by Consultant exist. In the event the cause of the issue is determined not to be caused by Consultant, Consultant may invoice the County for the time and actual, reasonable expenses related to their investigation and resolution of the issue according to the rate schedule included in the applicable SOW.

8. Indemnification

Consultant shall indemnify and defend County against all claims, liabilities and costs, including reasonable attorney fees, reasonably incurred in the defense of any claim brought against the County in the courts of the United States and Canada by a third party(s) alleging that a party's use of any material, information or technology supplied by the Consultant in relation to the Services provided hereunder infringes or misappropriates any copyright, trade secret or United States or Canadian patent of which the party supplying the material, information or technology is or should be aware; provided that the County notifies the Consultant in writing of any such claim and the Consultant is permitted to control fully the defense and any settlement of such claim as long as such settlement shall not include a financial obligation on the County. The County shall cooperate fully in the defense of such claim and may appear, at its own expense, through its own counsel. The Consultant may, in its sole discretion, settle any such claim on a basis Consultant substitutes for the material, information or technology, alternative, substantially equivalent non-infringing material, information or technology.

9. Limitation of Liability

TO THE EXTENT AUTHORIZED UNDER TEXAS LAW,NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES.

10. Change Requests

County or Consultant may request changes to the Services to be performed under the applicable SOW by written notice ("Change Requests"). The nature of these changes include, but are not limited to, additions to or deletions from any services, changes to the schedule, prevention or loss of work due to inadequate facilities or technical infrastructure, or changes to key final decisions, or, any extra work by Consultant necessitated by County not meeting its obligations or preventing Consultant from meeting its obligations.

All Change Requests shall be subject to the following terms:

i. Disputes regarding Change Requests shall be handled pursuant to applicable dispute resolution section contained herein below;

ii. Each Change Request relating to any Services and referencing this Agreement shall be deemed a separate Agreement incorporating all of the terms and conditions of this Agreement;

iii. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of any Change Request, the terms and conditions of this Agreement shall control.

12. Dispute Resolution/Mediation

The parties to this Agreement will work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Agreement, whether stated in tort, contract, statute, 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 under the Commercial Mediation Rules of the American Arbitration Association ("AAA"). A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Agreement, will conduct the mediation under the then current rules of the AAA. Any mediation under this Agreement shall be conducted in Williamson County, Texas. All costs involved in the mediation shall be borne equally between the parties, except that each party shall bear its own attorney's fees. Nothing herein is intended to prevent either party from seeking any other remedy available hereunder or at law, including seeking redress in a court of competent jurisdiction. This provision shall survive the termination of this Agreement.

The parties hereby expressly agree that no claims or disputes between the parties arising out of or relating to this Agreement or a breach thereof shall be decided by any arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.

13. General

- Professional Service. Consultant hereby agrees and acknowledges that this Agreement requires that Praveen Rao or any member/owner of Rely Information Systems LLC, to provide all of Services and Deliverable to County under this Agreement and that at no time may any other entity or subcontractor provide any of the Services and Deliverables. Due to Consultant's agreement under this provision, this Agreement shall constitute a purchase of professional services by County pursuant to Section 262.024 (a)(4) of the Texas Local Government Code.

- 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 or in the Austin Division of the Western Federal District of Texas, and the parties hereto expressly consent and submit to

such jurisdiction. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

• 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.

• Severability. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.

• Successors and Assigns; Assignment. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns. No party to this Agreement may assign or transfer its interest in or obligations under this Agreement without the prior written consent of all parties to this Agreement.

• No Third Party Beneficiaries. This Agreement is for the sole and exclusive benefit of the parties hereto and nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.

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

• County's Right to Audit. Consultant agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Consultant which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Consultant agrees that County shall have access during normal working hours to all necessary Consultant 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 Consultant reasonable advance notice of intended audits.

• Appropriation of Funds by County. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. Consultant 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.

• Conflicting Terms. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of the SOW, as amended, the terms and conditions of this Agreement shall control.

• 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.

• Entire Agreement. This Agreement (including any SOW attached hereto or subsequently approved by the parties) represents the entire agreement between the parties and supersedes any and all prior or contemporaneous agreements or representations. This Agreement may not be modified or amended except in a writing signed by an authorized representative of each party. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT. It is agreed that the terms of this Agreement shall supersede the preprinted terms in any County purchase order or other ordering document.

WITNESS WHEREOF each County and Consultant has caused its authorized representatives to execute and deliver this Agreement effective as of the date which this agreement is last signed below.

RELY INFORMATION SYSTEMS LLC
BY: V. Praveen Rao

NAME: Varada Praveen Rao

TITLE: President

DATE: October 7, 2025

WILLIAMSON COUNTY, TEXAS

BY: _____

Williamson County Judge

DATE: _____ ____, 20_____

Reviewed by Contract Audit
Joel Brophy
Internal Audit Director
Williamson County Auditor's Office
Date: Oct 09 2025 Time: 2:10 pm

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Oct 10 2025 Time: 12:16 pm

EXHIBIT A
STATEMENT OF WORK

The following describes the Services that shall be provided and accomplished by Consultant pursuant to the terms and conditions of the Agreement and this SOW:

Scope of Work:
This Statement of Work is defining Williamson County's Oracle DBA support, contracted with Rely Information Systems LLC. The County shall only pay for actual hours worked.

Description of Services: The following services will be provided		
1	Provide general DBA support and maintenance of Williamson County's Oracle applications during the period from Nov 1,2025 through Oct 31,2026 These are estimates of support required. Minimum of 5 hours per week to be billed.	12 Hours per week
2	Provide DBA patch and upgrade assistance, as requested (this is estimated for planning purposes at 80 hours. The actual amount of time required will depend on the quantity and complexity of the patches selected.	80 hours

Time for Performance:
The Service to be performed under this SOW shall be from Nov 1, 2025, through October 31, 2026.

Compensation:
The maximum amount payable for all Time and Materials under the Agreement, without modification, shall not exceed **$79,200**.

Time and Materials Rates:

This Work Order is for the period beginning Nov 1, 2025, until Oct 31, 2026.			
Consultant(s)	**Hourly Rate(s)**	**Estimated Hours**	
Oracle DBA- routine weekly support	$110	640 hours (estimate only)	$70,400.00
Oracle DBA- patch applications	$110	80 hours (estimate only)	$8,800.00
		Total hours 720	**Total Cost- $79,200.00**

Payment:

Payment for the Time and Materials actually incurred shall be made in accordance with the terms of the Agreement.

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:
2025-1372753

Date Filed:
10/05/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Rely Information Systems
Irving, TX United States

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

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

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

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

6 UNSWORN DECLARATION

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

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

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

Executed in DALLAS County, State of TEXAS, on the 5 day of OCT (month), 2025 (year)

V. Praveen Rao

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:
2025-1372753

Date Filed:
10/05/2025

Date Acknowledged:
10/14/2025

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

Rely Information Systems
Irving, TX United States

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

Williamson County

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

N/A
DBA Support Services

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

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

6 UNSWORN DECLARATION

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

My address is _____, _____, _____, _____, _____.
(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: 10/28/2025

Approval of Services and Goods Contract Agreement No. 2026-044 Mayans Concrete, LLC for Jail Bollards/Concrete Work 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 Services and Goods Contract No. 2026-044 with Mayans Concrete, LLC and Williamson County for Jail Bollards/Concrete work in the not-to-exceed amount of Two Thousand Nine Hundred Fifty Dollars ($2,950.00) and authorize the execution of the agreement.

Background

These Services and Goods Contract is for Jail Bollards/Concrete work for Williamson County facilities with Mayans Concrete, LLC. The location of work will be at the Williamson County Jail, located at 306 W 4th St, Georgetown, TX 78626. This Contract will be valid as of the date of execution through December 31, 2025. The funding source is 01.0100.0509.004509, Origination ID #3930, and the department contact is Christi Stromberg, Facilities Management.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Services and Goods Contract

Form 1295 Mayans Concrete, LLC Complete

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	10/21/2025 11:14 AM
Form Started By: Michelle McKinney		Started On: 10/14/2025 03:41 PM
Final Approval Date: 10/21/2025		

WILLIAMSON COUNTY
SERVICES AND GOODS CONTRACT
MAYANS CONCRETE LLC
(Jail Bollards)

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

THIS SERVICES AND GOODS CONTRACT (hereinafter "Contract") is made and entered into by and between **Williamson County, Texas** ("County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Mayans Concrete 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 services includes bollards/concrete work at the Jail, as described in the attached Invoice dated September 09, 2025 being marked as **Exhibit "A,"** which is incorporated herein.

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

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

II.

Goods: Service Provider shall supply the County the goods described in Exhibit "A," provided to the extent it meets or exceeds the County's solicitation, if applicable.

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

III.

Effective Date and Term: This Contract shall be in full force and effect as of the date of the last party's execution below and shall continue until the Project Completion Date or when terminated pursuant to this Contract, whichever event occurs first. The Project Completion Date is defined as the date by which all services and obligations outlined in Exhibit "A" shall be fully performed and delivered to the satisfaction of the County. The parties acknowledge and agree that the Project Completion Date is initially set to be on or before December 31, 2025, however this date may be amended at the sole discretion of the County. Upon successful completion of the services as described in Exhibit "A", this contract shall automatically terminate without further obligation from either party, except as otherwise expressly provided herein.

IV.

Consideration and Compensation: Service Provider will be compensated based on a fixed sum as set out in **Exhibit "A"**. The not-to-exceed amount for the life of this contract shall be Two Thousand Nine Hundred Fifty Dollars ($2,950.00).

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

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

V.

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

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

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

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

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

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

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

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

VI.

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

VII.

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

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

VIII.

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

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

IX.

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

X.

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

XI.

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

XII.

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

XIII.

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

XIV.

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

XV.

No Assignment: Service Provider may not assign this Contract.

XVI.

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

XVII.

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

XVIII.

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

XIX.

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

XX.

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

XXI.

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

XXII.

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

A. As described in the attached Invoice dated September 09, 2025, marked as **Exhibit "A"**;
B. Insurance certificates evidencing coverages required herein above and
C. Any Amendments agreed to by both parties.

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

XXIII.

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

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

WILLIAMSON COUNTY:

_____
Authorized Signature

_____
County Judge/Presiding Officer

Date: _____, _____ 20___

MAYANS CONCRETE LLC:

_____
Authorized Signature

Salvador Santos Villanueva
Printed Name

Date: Oct 09 2025

Reviewed by Contract Audit
Joel Brophy
Internal Audit Director
Williamson County Auditor's Office
Date: Oct 10 2025 Time: 10:23 am

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Oct 10 2025 Time: 12:19 pm

Exhibit “A”
Mayans’ Invoice dated September 09, 2025

September 9th, 2025

306 W 4th St, Georgetown TX 78626

Thomas Crockett

Mayans Concrete is proposing to provide all labor, material, equipment and supervision necessary to complete the concrete portion of the above referenced project for the lump sum amount of **two thousand nine hundred and fifty dollars. (2,950.00)** This price is based on the field measurements provided by Mayas Concrete.

The following items are included in our proposal:

- 2 - Bollards - 2ft Deep
- Saw-cut Concrete and Tear out
- Haul off
- Paint and Prime
- Concrete filler
- Compact
- Labor and Materials
- General clean-up of debris generated by our work only

The following items are excluded from our proposal:

- Any lot preparation/vegetation removal or backfill of any area.
- Any land surveying.
- Material testing, surveying or permits, to be provided by builder.
- Any colored concrete of patterned concrete.
- Road closures and traffic control, if required, to be the responsibility of the builder.
- Termite control.
- Any rock drilling or excavation.
- Repair or removal of sprinklers
- Grass damage or repair
- Gas line damage or repair
- Electric lines

Mayans Concrete

921 CR 100, Georgetown, Texas - salvador@mayasconcrete.com - Office (512) 677-1416

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written below.

_____September 9th_____, 2025

Prices are only good for thirty days after the above agreement date and will receive a 5% increase after each month.

Please feel free to call should you have any questions or if we can be of further assistance.

Sincerely,

Salvador Santos

Authorization to Proceed:

_____

Printed & Signed Name

Thomas Crockett

Mayans Concrete

921 CR 100, Georgetown, Texas - salvador@mayasconcrete.com - Office (512) 677-1416

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:
2025-1375284

Date Filed:
10/09/2025

Date Acknowledged:

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

Mayans Concrete LLC
Georgetown, TX United States

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

Williamson County Facility Management

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

2026-044
Jail Bollards

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 Salvador Santos Villanueva, 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 09 day of 10 (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:
2025-1375284

Date Filed:
10/09/2025

Date Acknowledged:
10/14/2025

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

Mayans Concrete LLC
Georgetown, TX United States

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

Williamson County Facility Management

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

2026-044
Jail Bollards

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 **18.**

Meeting Date: 10/28/2025

Approval of Master Service Agreement No. 2026-036 with Red Oak Construction, LLC for General Repair Services associated with HVAC, Plumbing, Electrical, Fencing and Gates, and Parking lot maintenance throughout various Williamson County Facilities for Facilities Management

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the Master Service Agreement No. 2026-036, between Williamson County and Red Oak Construction, LLC in the not-to-exceed amount of Five-Hundred Thousand Dollars ($500,000.00) pursuant to Choice Partners/Harris County Department of Education Cooperative Contract #25/033MR-40 and authorize execution of the agreement.

Background

This Master Service Agreement between Williamson County and Red Oak Construction, LLC is to be able to utilize the vendor for general repair services as they arise for HVAC, Plumbing, Electrical, Fencing and Gates, and parking lot maintenance at various Williamson County Facilities. The contract number for Choice Partners is #25/033MR-40. No pricing sheet for this MSA. Scope of Work (SOW) with quoted amount to be verified by the COOP vendor, which will be supplied by PO request. This MSA will be valid as of the date of execution through July 15, 2026. The funding source is 01.0100.0509.004510, Origination #3639 and the point of contact is Christi Stromberg.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Master Service Agreement

Form 1295 Red Oak Construction, LLC Complete

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	10/21/2025 01:41 PM
Form Started By: Michelle McKinney		Started On: 10/14/2025 04:27 PM
Final Approval Date: 10/21/2025		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

MASTER SERVICES AGREEMENT WITH RED OAK CONSTRUCTION, 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 ("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 **Red Oak Construction, LLC** (hereinafter "Service Provider") both of which are referred to herein as the parties. The County agrees to engage Service Provider as an independent contractor, to provide certain services and purchase goods described herein pursuant to the following terms, conditions, and restrictions:

I.

Services: The services to be provided include: general repair services associated with HVAC, plumbing, electrical, fencing and gates, and parking lot maintenance as needed throughout Williamson County. Related services will be outlined in a Statement of Work ("SOW") to be provided by Service Provided upon the direction of the County.

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

II.

Goods: The goods to be provided include supplies associated with general repair services associated with HVAC, plumbing, electrical, fencing and gates, and parking lot maintenance, as needed throughout Williamson County. Related services will be outlined in a Statement of Work

("SOW") to be provided by Service Provided upon the direction of the County.

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 July 15, 2026. Unless terminated sooner pursuant to paragraph XXII below, if applicable, at the end of the agreement term, Williamson County Commissioners Court reserves the right to renew the agreement for up to three (3) additional one-year terms by mutual agreement of both parties, as it deems to be in the best interest of Williamson County.

IV.

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

V.

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

VI.

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

VII.

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

VIII.

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

IX.

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

X.

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

COVERED BY THIS INDEMNIFICATION, THEN EACH OF SUCH INDEMNITORS SHALL BE JOINTLY AND SEVERALLY RESPONSIBLE TO THE INDEMNITEES FOR INDEMNIFICATION AND THE ULTIMATE RESPONSIBILITY AMONG SUCH INDEMNITORS FOR THE LOSS AND EXPENSE OF ANY SUCH INDEMNIFICATION SHALL BE SETTLED BY SEPARATE PROCEEDINGS AND WITHOUT JEOPARDY TO ANY INDEMNITEE. THE PROVISIONS OF THIS ARTICLE SHALL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATIONS OR RIGHT WHICH COUNTY OR ANY OTHER INDEMNITEES HAS BY LAW. THE INDEMNITIES CONTAINED HEREIN SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT FOR ANY REASON WHATSOEVER.

XI.

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

XII.

Consideration and Compensation: Service Provider will be compensated based on a fixed sum for specific projects as defined in a SOW and in accordance with the Harris County Department of Education Coop Contract #25/033MR-40. The not-to-exceed amount payable by County under this Agreement shall be **Five Hundred Thousand Dollars ($500,000.00)** per fiscal year. In no event may the aggregate amount of compensation authorized under any SOWs exceed the said not-to-exceed amount.

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

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

In the event that an error appears on an invoice submitted by Service Provider, County shall notify Service Provider of the error not later than the twenty first (21st) day after the date County receives the invoice. If the error is resolved in favor of Service Provider, Service Provider shall be

entitled to receive interest on the unpaid balance of the invoice submitted by Service Provider beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of the County, Service Provider shall submit a corrected invoice that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by Chapter 2251 of the Texas Government Code if the corrected invoice is not paid by the appropriate date.

As a minimum, invoices shall include:

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

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

XIII.

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

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

XIV.

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

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

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

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

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

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

"Williamson County, Texas, its directors, officers and employees" shall be added as additional insureds under the policies required above, and on those policies where "Williamson County, Texas, its directors, officers and employees" are additional insureds, such insurance shall be primary and any insurance maintained by County shall be excess and not contribute with it.

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

The name of the Certificate Holder in the Certificate of Insurance issued by the insurer shall be as follows:

Williamson County, Texas
C/O: Williamson County Risk Management
301 SE Inner Loop
Georgetown, TX. 78626
Email: coi.submission@wilcotx.gov

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

XV.

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

XVI.

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

XVII.

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

XVIII.

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

XIX.

No Assignment: Service Provider may not assign this Agreement.

XX.

Severability: In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision in this Agreement and this Agreement shall be

construed as if such invalid, illegal or unenforceable provision had never been contained in it.

XXI.

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

XXII.

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

XXIII.

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

XXIV.

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

XXV.

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

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

SERVICE PROVIDER
Red Oak Construction
401 N. Clear Creek Dr.
Friendswood, TX 77546

XXVI.

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

XXVII.

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

XXVIII.

Authorized Expenses: In the event County authorizes, in advance and in writing, reimbursement of non-labor expenses related to the services subject of this Agreement, County will pay such actual non-labor expenses in strict accordance with the Williamson County Vendor Reimbursement Policy (as amended), which is incorporated into and made a part of this Agreement by reference. The Williamson County Vendor Reimbursement Policy can be found at: Williamson County Vendor Reimbursement Policy March 2023 (https://www.wilcotx.gov/351/Vendor-Reimbursement). Invoices requesting reimbursement for authorized non-labor expenses must be accompanied by copies of the provider's invoice and clearly set forth the actual cost of the expenses, without markup.

XXIX.

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

A. This Agreement, its Exhibits and any amend amendments agreed to by both parties (if any);
B. Harris County Department of Education Coop Contract #25/033MR-40, incorporated by reference
C. Statements of Work (SOWs) issued under the Agreement and
D. Insurance certificates evidencing coverages required herein above.

In the event a dispute arises between terms and conditions of this (1) Agreement, its exhibits and amendments (if any) and (2) Statements of Work (SOWs) issued under the Agreement and (3) any SOW issued under the Agreement, applicable documents will be referred to for the purpose of clarification, conflict resolution or for additional detail in the following order of precedence: (1) terms and conditions of this Agreement, its exhibits and amendments (if any) and (2) Statements of Work (SOWs) issued under the Agreement then (3) the SOW issued under the Agreement.

XXX.

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

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

WILLIAMSON COUNTY:

_____
Authorized Signature

_____
County Judge/Presiding Officer

Dated: _____ _____, 20___

RED OAK CONSTRUCTION, LLC

Allyn D. Cheves
Authorized Signature

Allyn Douglas Cheves
Printed Name

Dated: October 6 _____, 20 25

Reviewed by Contract Audit
Garrett Murray
Contract Auditor
Willamson County Auditor's Office
Date: Oct 06 2025 **Time:** 2:47 pm

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Oct 07 2025 Time: 11:38 am

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1369705

Date Filed:
09/29/2025

Date Acknowledged:

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

Red Oak Construction LLC
Friendswood, 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.

2026-036
General repair services associated with HVAC, plumbing, electrical, fencing and gates, and parking lot maintenance as needed throughout Williamson County.

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

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

6 UNSWORN DECLARATION

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

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

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

Executed in Galveston County, State of TX, on the 29th day of Sept., 20 25.
(month) (year)

Allyn D. Cheves
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:
2025-1369705

Date Filed:
09/29/2025

Date Acknowledged:
10/14/2025

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

Red Oak Construction LLC
Friendswood, 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.

2026-036
General repair services associated with HVAC, plumbing, electrical, fencing and gates, and parking lot maintenance as needed throughout Williamson County.

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

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

6 UNSWORN DECLARATION

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

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

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

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

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

Commissioners Court - Regular Session **19.**

Meeting Date: 10/28/2025

Approval of Agreement for Commissioning Services for the Expo Center AV Upgrade with NV5 Consultants, Inc. for Facilities Management.

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding RFSQ #25RFSQ7 to NV5 Consultants, Inc. for Commissioning Services of the Williamson County Expo Center AV Upgrade, in the not-to-exceed amount of Forty-Five Thousand Seven Hundred Fifty and No/100 Dollars ($45,750.00), and authorize execution of the agreement. The funding source is P648.

Background

NV5 Consultants, Inc. is recommended for award through the 25RFSQ7 - MEPFC pool, which established a pre-qualified consultant pool to be contracted on an as-needed basis on Pool CC 1/7/25 Agenda Item #32. NV5 Consultants, Inc. is recommended for this project following a project specific evaluation of the firms from the 25RFSQ7 pool. NV5 Consultants, Inc. received the highest score for this project. This Agreement for Commissioning Services between Williamson County and NV5 Consultants, Inc. is to provide comprehensive Commissioning Services for the AV system upgrades at the Williamson County Expo Center. To ensure that all AV systems are designed, installed, and function in accordance with the OPR and that the facility staff are equipped for long-term operation and maintenance. Williamson County Expo Center is located at 5350 Bill Picket Trail, Taylor, TX 76574. Contract Audit and General Counsel have reviewed. A detailed scope of work is attached. The funding source is P648, and the point of contact is Gretchen Glenn.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Commissioning Services Agreement

Form 1295 NV5 Consultants, Inc. Complete

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	10/21/2025 03:25 PM
Form Started By: Michelle McKinney		Started On: 10/15/2025 02:26 PM
Final Approval Date: 10/21/2025		

AGREEMENT FOR COMMISSIONING SERVICES

PROJECT: **Williamson County Expo Center AV Upgrade** ("Project")

COMMISSIONING PROVIDER: **NV5 Consultants, Inc.** ("CxP")
Sean Weida, Director of Operations
1501 Reedsdale St., Suite 300
Pittsburgh, PA 15233

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

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

R E C I T A L S

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

WHEREAS, County intends to **have Commissioning provider evaluate the performance, design, and operation of the Williamson County Expo Center AV Upgrades**; and

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

WHEREAS, CxP represents that it is qualified and desires to perform such services;

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

ARTICLE 1
SCOPE OF AGREEMENT

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

ARTICLE 2
CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

2.1 Contract Documents.

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

2.2 Existing Information.

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

2.3 Project Documents.

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

2.3.1
Owner's Project Requirements (OPR)

2.3.2
Basis of Design (BOD)

2.3.3
Design Review Comments

2.3.4
Commissioning (Cx) Plan

2.3.5
Test Procedures & Reports

2.3.6
Deficiency Log

2.3.7
Inspection Reports

2.3.8
Commissioning Report

2.3.9
Operation & Maintenance (O&M) and System Manuals

2.3.10
Training Plans and Reports

2.3.11
Warranties and Guarantees

2.3.12
As-Built Drawings

2.3.13
Williamson County Building Commissioning Guideline, Volume 1.1, July 21, 2023 edition as updated

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

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

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

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

ARTICLE 4
CHARACTER AND SCOPE OF SERVICES

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

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

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

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

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

ARTICLE 5
TIME FOR PERFORMANCE

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

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

ARTICLE 6
COMPENSATION AND EXPENSES

6.1 Basic Fee.
For and in consideration of the Basic Services rendered by CxP, County shall pay to CxP up to **Forty-Five Thousand Seven Hundred Fifty and No/100 Dollars ($ 45,750.00)** hereinafter called the "Basic Fee".

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

6.2 Expenses.
CxP shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Agreement in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit D**. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and **must strictly comply with the Williamson County Vendor Reimbursement Policy**. The copies of the provider's invoice must evidence the actual costs

billed to CxP without markup. Reimbursable Expenses are in addition to compensation for Basic and Additional Services and must not exceed **Four Hundred Fifty-Eight and No/100 Dollars ($ 458.00)**.

ARTICLE 7
ADDITIONAL SERVICES AND CHARGES

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

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

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

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

8.1 Time of Payment.

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

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

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

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

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

8.2 Prompt Payment Policy.

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

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

8.2.2
There is a bona fide dispute between CxP and a subcontractor/ subconsultant or between a subcontractor/ subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Basic Services performed which causes the payment to be late; or

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

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

ARTICLE 9
PROJECT TEAM

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

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

County shall have the right, from time to time, to change the County's Designated Representative by giving CxP written notice thereof. With respect to any action, decision, or determination which is to be taken or made by County under this Agreement, the County's Designated Representative may take such action or make such decision or determination or shall notify CxP in writing of an individual responsible for, and capable of, taking such action, decision, or determination, and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Agreement, in which case, actions taken by County's Designated

Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision, or determination hereunder by County's Designated Representative shall be binding on County; *provided, however,* County's Designated Representative shall not have any right to modify, amend, or terminate this Agreement or executed Supplemental Agreement. County's Designated Representative shall not have any authority to execute a Supplemental Agreement unless otherwise granted such authority by the Williamson County Commissioners Court.

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

NV5 Consultants, Inc.
Sean Weida, Director of Operations
1501 Reedsdale St., Suite 300
Pittsburgh, PA 15233

CxP shall have the right, from time to time, to change CxP's Designated Representative by giving County written notice thereof. With respect to any action, decision, or determination which is to be taken or made by CxP under this Agreement, CxP's Designated Representative may take such action or make such decision or determination, or shall notify County in writing of an individual responsible for and capable of taking such action, decision, or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions, or determinations by CxP's Designated Representative on behalf of CxP shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Agreement, in which case, actions taken by CxP's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision, or determination hereunder by CxP's Designated Representative shall be binding on CxP. CxP's Designated Representative shall have the right to modify, amend, and execute Supplemental Agreements on behalf of CxP.

ARTICLE 10
NOTICE

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

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

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

and to: Office of General Counsel

Williamson County Commissioners Court
401 W. 6th Street
Georgetown, Texas 78626

CxP: NV5 Consultants, Inc.
1501 Redsdale St., Suite 300
Pittsburgh, PA 15233

Attention: Sean Weida
Director of Operations

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

ARTICLE 11
PROGRESS EVALUATION

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

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

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

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

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

ARTICLE 12
CHANGES IN COMPLETED BASIC SERVICES

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

ARTICLE 13
REVIEW PROCESS AND REVISIONS TO CxP WORK PRODUCT

13.1 Review Process.

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

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

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

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

13.1.3 Acceptance.
County will review the completed Basic Services in each commissioning phase for compliance with this Agreement and general conformance with the Building Commissioning Guideline, Volume 1.1. "Acceptance" or “Accepted” shall mean that in County’s reasonable opinion, substantial compliance with the requirements of this Agreement has been achieved.

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

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

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

13.2 Revision to CxP Work Product.

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

13.3 Days.

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

13.4 County's Reliance on CxP.

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

ARTICLE 14
SUSPENSION

Should County desire to suspend the Basic Services, but not to terminate this Agreement, then such suspension may be effected by County giving CxP **thirty (30) calendar days'** verbal

notification followed by written confirmation to that effect. Such **thirty (30)-day** notice may be waived in writing by agreement and signature of both parties. The Basic Services may be reinstated and resumed in full force and effect within **sixty (60) days** of receipt of written notice from County to resume the Basic Services. Such **sixty (60)-day** notice may be waived in writing by agreement and signature of both parties. If this Agreement is suspended for more than **thirty (30) days**, CxP shall have the option of terminating this Agreement and, in the event, CxP shall be compensated for all Basic Services performed and reimbursable expenses incurred, provided such Basic Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

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

ARTICLE 15
VIOLATION OF CONTRACT TERMS/ BREACH OF CONTRACT

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

ARTICLE 16
TERMINATION

This Agreement may be terminated as set forth below.

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

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

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

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

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

Should County terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to CxP. In determining the value of the Basic Services performed by CxP prior to termination, County shall be the sole judge. Compensation for Basic Services at termination will be based on a percentage of the Basic Services completed at that time. Should County terminate this

Agreement under **Section 16.4** above, then the amount charged during the **thirty (30)-day** notice period shall not exceed the amount charged during the preceding **thirty (30) days**.

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

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

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

ARTICLE 17
USE OF DOCUMENTS

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

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

Upon execution of this Agreement, CxP grants to County permission to reproduce CxP’s work and documents for purposes of constructing, using, and maintaining the Project, provided that County will comply with its obligations, including prompt payment of all sums when due, under this Agreement. CxP shall obtain similar permission from CxP’s subcontractors/ subconsultants consistent with this Agreement. If and upon the date CxP is adjudged in default of this Agreement, County is permitted to authorize other similarly credentialed commissioning professionals to

reproduce and, where permitted by law, to make changes, corrections, or additions to the work and documents for the purposes of completing, using, and maintaining the Project.

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

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

CxP shall have no liability for changes made to the drawings by other consultants subsequent to the completion of the Project.

ARTICLE 18
PERSONNEL, EQUIPMENT, AND MATERIAL

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

ARTICLE 19
SUBCONTRACTING

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

ARTICLE 20
MODIFICATIONS

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

ARTICLE 21
COMPLIANCE WITH LAWS

21.1 Compliance.

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

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

21.2 Taxes.

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

ARTICLE 22
INDEMNIFICATION

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

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

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

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

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

ARTICLE 23
PROFESSIONAL'S RESPONSIBILITIES

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

ARTICLE 24
NOT USED

ARTICLE 25
INSURANCE

CxP must comply with the following insurance requirements at all times during this Agreement:

25.1 Coverage Limits.
CxP, at CxP's sole cost, shall purchase and maintain during the entire term while this Agreement is in effect the following insurance:

25.1.1
Worker's Compensation in accordance with statutory requirements.

25.1.2
Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate.

25.1.3
Business Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage of $1,000,000.00 each accident.

25.1.4
Professional Liability Insurance in the amount of $2,000,000.00 per claim and annual aggregate.

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

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

25.4 Commencement of Work.
CxP shall not commence any work under this Agreement until it has obtained all required insurance and such insurance has been approved by County. As further set out below, CxP shall not allow any subcontractor/ subconsultant(s) to commence work to be performed in connection

with this Agreement until all required insurance has been obtained and approved; and, such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of CxP hereunder.

25.5 Insurance Company Rating.

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

25.6 Certification of Coverage.

Prior to the performance of any services, CxP shall furnish County with a Certificate of Insurance issued by the insurer evidencing the required coverages and terms under this article. The initial Certificate of Insurance is evidenced as **Exhibit F** herein entitled "Certificates of Insurance." As further set out below, CxP shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this Contract until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of CxP hereunder.

25.7 Certificate Holder.

The name of the Certificate Holder in the Certificate of Insurance issued by the insurer shall be as follows:

Williamson County, Texas
C/O: Williamson County Risk Management
301 SE Inner Loop
Georgetown, TX. 78626
Email: coi.submission@wilco.org

25.8 No Arbitration.

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

25.9 Subcontractor/ Subconsultant's Insurance.

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

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

25.10 Insurance Policy Endorsements.

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

25.10.1
County shall be notified **ten (10) days** prior to the expiration, cancellation, nonrenewal or any material change in coverage, and such notice thereof shall be given to County by certified mail to:

Williamson County, Texas
C/O: Williamson County Risk Management
301 SE Inner Loop
Georgetown, TX. 78626
Email: coi.submission@wilco.org

25.10.2
The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

25.11 Notices by CxP.

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

25.12 Cost of Insurance.

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

ARTICLE 26
SUCCESSORS AND ASSIGNS

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

ARTICLE 27
SEVERABILITY

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

ARTICLE 28
PRIOR AGREEMENTS SUPERSEDED

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

ARTICLE 29
CxP'S ACCOUNTING RECORDS

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

ARTICLE 30
GENERAL PROVISIONS

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

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

30.3 Enforcement and Venue.
This Agreement shall be enforceable in Georgetown, Williamson County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This

Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas excluding, however, its choice of law rules.

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

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

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

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

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

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

30.10 Independent Contractor Relationship.
Both parties hereto, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees

or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

30.11 No Waiver of Immunities.

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

30.12 Texas Public Information Act.

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

30.13 Governing Terms and Conditions.

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

30.14 Appropriation of Funds by County.

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

ARTICLE 31
DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and CxP shall work together in good faith to resolve any controversy, dispute, or claim between them which arises out of or relates to this Agreement, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within **thirty (30) days** following the date in which one party sent written notice of the Claim to the other party, and

if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Agreement, shall be selected by agreement of the parties and serve as the mediator. Any mediation under this Agreement shall be conducted in Williamson County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation, if necessary to preserve the statute of limitations, in which case such lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of this Agreement.

ARTICLE 32
EQUAL OPPORTUNITY IN EMPLOYMENT

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

ARTICLE 33
MERGER

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

ARTICLE 34
PUBLIC CONTACT

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

ARTICLE 35
CxP's REPRESENTATIONS

CxP represents that it is financially solvent, able to pay its debts as they become due, and possesses sufficient working capital to complete the services and perform its obligation under this Agreement and under the Contract Documents. CxP further represents and acknowledges that: (a) it is a sophisticated business entity that possesses the required level of experience and

expertise in business administration, construction, and contract administration of projects of similar or like size, complexity, and nature as the Project and (b) the fee stated in this Agreement is adequate compensation for the timely completion of the Basic Services.

ARTICLE 36
CONFIDENTIALITY

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

ARTICLE 37
SIGNATORY WARRANTY

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

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

CxP:
NV5 Consultants, Inc.

By: Sean Weida Digitally signed by Sean Weida DN: C=US, E=Sean.Weida@NV5.com, O=NV5, CN=Sean Weida Date: 2025.10.13 11:44:34-04'00'
Signature

Sean Weida
Printed Name

Director of Operations
Title

Date Signed: October 13, 2025

COUNTY:
Williamson County, Texas

By: _____
Signature

_____
Printed Name

_____
Title

Date Signed: _____

EXHIBIT A

SCOPE OF BASIC SERVICES

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

In consideration of the Basic Fee provided in the Agreement, CxP shall perform the following Basic Services, based on standard commissioning practices:

These services may include, but are not limited to developing commissioning plans, reviewing design documents, inspecting and testing systems, verifying performance, training staff, and documenting results as agreed to by County and CxP.

GENERAL REQUIREMENTS

Commissioning Criteria. CxP shall prepare all work in accordance with the latest version of applicable County's Building Commissioning Guideline, procedures, specifications, manuals, guidelines, and standard specifications.

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

CxP shall notify County and coordinate on all controls at project interfaces.

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

Progress Reporting. CxP shall submit monthly (at a minimum) a progress status e-mail to County Architect Office (CxA) regardless of whether CxP is invoicing for that month.

CxP shall review the design and estimated construction schedule and provide findings in a format reasonably acceptable to County during project phases prior to the Construction Administration Phase. CxP shall schedule milestone submittals per **Exhibit C – Production Schedule**. Contractor shall prepare and maintain a construction schedule in Gantt chart format during the project Construction Administration Phase through the Close-out Phase.

Within **thirty (30) days** of completion of construction of the project, CxP shall review all electronic

closeout files provided by Contractor and A/E in formats reasonably acceptable to County. Within **three hundred (300) days** of completion of construction of the project, CxP shall provide a list of problems or concerns, suggested improvements, and ongoing commissioning plan in formats reasonably acceptable to County.

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

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

Coordination. CxP shall coordinate issues through County's AO. County will communicate, in writing, resolution of issues and provide CxP direction through County's AO.

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

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

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

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

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

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

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

SCOPE OF WORK:

Williamson County Expo Center
5350 Bill Picket Trail, Taylor, TX 76574
Parks
P648

CxP shall provide a comprehensive commissioning services for the AV system upgrades at the Williamson County Expo Center to ensure all AV systems are designed, installed, and function in accordance with the County's Project Requirements (CPR), and the facility staff are equipped for long-term operation and maintenance.

Areas Covered:

- Expo Hall A
- Expo Hall B
- Pre-function and associated meeting room and conference room
- Concession 1 and Concession 2
- Additional AV tie-in locations

AV Systems to be Commissioned:

- Audio Systems: Amplifiers, microphones, speakers, mixers etc.
- Visual Systems: Projectors, displays, video walls.
- Control Systems: AV automation, touch panels, remote interfaces.
- Networking Infrastructure: AV-over-IP, switches, cabling.
- Power Systems: UPS, surge protection.
- Integration Points: Coordination with lighting, HVAC, and building automation systems
- Infrastructure

Design Phase

1. Review AV design documents and specifications for alignment with CPR.
2. Participate in coordination meeting.
3. Develop the Commissioning Plan and system-specific checklists.

4. Provide feedback to the design team to enhance system performance and maintainability.

Construction Phase

1. Review contractor submittals and AV installation documentation for compliance with design and commissioning requirements.
2. Conduct site inspections and verify installation quality.
3. Witness pre-functional testing performed by the contractor and verify checklist completion.
4. Maintain issue logs and coordinate resolution with contractors and vendors.

Startup and Testing

1. Perform Functional Performance Testing (FPT) for all AV systems to validate operation.
2. Verify system interoperability and responsiveness across AV components.
3. Document deficiencies and track corrective actions until resolution.
4. Review final system configurations and settings for completeness and accuracy.

Acceptance

1. Facilitate training sessions for operations and maintenance staff, ensuring understanding of AV systems.
2. Verify completeness of O&M manuals, system guides, and as-built documentation.
3. Ensure staff readiness for system operation, troubleshooting, and basic maintenance.

Warranty Phase

1. Conduct seasonal testing and performance reviews to assess long-term reliability.
2. Address post-occupancy issues and support system optimization.
3. Assist with warranty claims and coordinate system adjustments as needed.

Roles & Responsibilities

1. CxP: Lead all commissioning activities independently, report directly to County, and ensure transparency and accountability.
2. County: Provide access, project requirements, and receive final deliverables.
3. Design Team: Collaborate during design review and respond to commissioning feedback.
4. Contractors: Execute installation and testing per commissioning requirements.

Deliverables

1. Commissioning Plan
2. Functional Performance Test Reports
3. Issue Logs and Resolution Tracking
4. Training Materials and Attendance Records
5. Final Commissioning Report

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

Phase I - PROJECT REQUIREMENTS

Upon receipt of written Notice to Proceed, CxP shall accomplish the following:

A. Investigate site/facility and verify known or existing conditions in occupied and existing buildings.

B. Clearly define Owner's Performance Requirements (OPR).

C. Develop and provide a comprehensive commissioning plan outlining the procedures, timelines, and responsibilities for each phase of the process.

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

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

F. Provide reports in accordance with County's Commissioning Guide.

Phase II - DESIGN PHASE COMMISSIONING

Upon County acceptance of previous phase, CxP shall proceed with the following:

A. Review project requirements and preliminary design documents, including modification of specifications regarding commissioning.

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

C. Review design documents at 30%, 60%, and 90%. Verify that the construction meets the design specifications and the commissioning plan.

D. Review complete plans, specifications and engineering calculations setting forth in detail the work required for the architectural, structural, civil, mechanical, plumbing, electrical, landscaping and irrigation, and site work.

E. Provide deliverables in accordance with County's Commissioning Gude.

Phase III - CONSTRUCTION PHASE COMMISSIONING

Upon County acceptance of previous phase, CxP shall proceed with the following:

A. Review submittals with County, including site observations and witnessing installation of critical systems.

B. Develop checklists for equipment and functional testing requirements based on approved submittals.

C. Review RFI and change order logs and submittals. Report deficiencies to County.

D. Consult freely with County concerning the principal phases of the work and immediately advise County of any unusual requirements or features not apparent during execution of the design phases.

E. Verify pre-functional checklists are completed to identify potential issues or discrepancies.

F. Provide deliverables in accordance with County's Commissioning Guide.

Phase IV – STARTUP AND TESTING

Upon County acceptance of previous phase, CxP shall proceed with the following:

A. Perform functional tests to ensure system operating as designed, including test and balance verification. Static inspection (field verification) of components and systems

B. Collaborate with County, design team and contractor to address any systems not performing as designed.

C. Provide deliverables in accordance with County's Commissioning Guide.

Phase V – ACCEPTANCE

Upon County acceptance of previous phase, CxP shall proceed with the following:

A. Review with County initial functional performance testing, integrated functional performance testing (performance verification), deficiency resolution tracking. Review as-built drawings for completeness.

B. Prepare comprehensive report documenting the entire processing, including test

results, findings, and recommendations.

C. Maintain thorough documentation throughout the process, including checklists, reports, and training materials.

D. Review O&M manuals and systems manuals

E. Deliver commissioning report

F. Review warranties and plan for seasonal testing:

a. Review outstanding issues

b. Review building optimization needs

c. Determine required deferred testing

d. Develop lessons learned presentation/ report

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

H. Provide deliverables in accordance with County's Commissioning Guide.

Phase VI – WARRANTY PHASE

Upon County acceptance of previous phase, CxP shall perform the following services:

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

B. Collaborate with County, design team and contractor to ensure the equipment, material, and workmanship meets the specifications.

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

D. Perform opposite season testing events. Opposite season testing to be determined.

E. Accompany County on Warranty Inspection to determine if project is meeting County's original County's Performance Requirements (OPR) and that all supplier and manufacturer warranties remain in force.

F. Provide deliverables in accordance with County's Commissioning Guide.

EXHIBIT B
FEE SCHEDULE

This schedule indicates fees by Phase of the Basic Fee:

		$	**45,750**	100%
100%	**NV5**	**$**	**45,750**	
Phase I - PROJECT REQUIREMENTS		**$**	**-**	0%
	NV5	$	-	
Phase II - DESIGN PHASE COMMISSIONING		**$**	**12,860**	28%
	NV5	$	12,860	
Phase III - CONSTRUCTION PHASE COMMISSIONING		**$**	**11,400**	25%
	NV5	$	11,400	
Phase IV - STARTUP AND TESTING		**$**	**11,050**	24%
	NV5	$	11,050	
Phase V - ACCEPTANCE		**$**	**4,700**	10%
	NV5	$	4,700	
Phase VI - WARRANTY PHASE		**$**	**5,740**	13%
	NV5	$	5,740	

EXHIBIT C

PRODUCTION SCHEDULE

CxP agrees to complete the professional design services called for in **Exhibit A** of this Agreement within **Six Hundred Forty (640) calendar days** from the date of this Agreement.

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

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

Agreement Execution Date	**10/21/25**

Phase I - PROJECT REQUIREMENTS

Provide OPR (County's Performance Requirements)	11/20/25
Provide comprehensive commissioning plan	12/04/25
County written authorization to proceed to next phase	12/18/25

Phase II - DESIGN PHASE COMMISSIONING

Develop pre-functional checklists for equipment/testing requirements	01/05/26
Review project requirements and preliminary design documents	01/12/26
Review 100% design documents	01/19/26
County written authorization to proceed to next phase	01/26/26

Phase III - CONSTRUCTION PHASE COMMISSIONING

Start of submittal reviews	01/05/26
Verify pre-functional checkslists are completed	02/11/26
County written authorization to proceed to next phase	02/25/26

Phase IV -STARTUP AND TESTING

Perform functional testing, including test and balance verification	03/27/26
Review the completed Testing Reports	04/03/26
County written authorization to proceed to next phase	04/10/26

Phase V - ACCEPTANCE

Review performance testing and as-built drawings	04/17/26
Review O&M manuals and system manuals	05/01/26
Provide comprehensive report	05/15/26
Conduct Substantial Completion inspection	05/29/26
Conduct Final Completion inspection	06/26/26

Phase VI - WARRANTY PHASE

Review documents for conformance to the OPR.	04/25/27
Complete opposite season testing events.	05/28/27
Conduct One-year Warranty inspection.	06/25/27

Update the Final Cx Report to incorporate findings/activities

All services shall be complete on, or before: **07/23/27**

EXHIBIT D

Williamson County
Vendor Reimbursement Policy

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

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

1. Invoices and Affidavits

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

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

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

2. Travel Reimbursement

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

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

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

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

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

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

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

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

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

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

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

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

3. Meals

3.1 Meal reimbursements are limited to a maximum of $59.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of $25.00 per day. The travel must be outside the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626 by a 45-mile radius.

3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.

3.3 Meals are reimbursable only to vendors who do not have necessary personnel located within a 45-mile radius of the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626, who are capable of carrying the vendor's obligations to the County. Meals will not be reimbursed to vendors who are located within a 45-mile radius of the Williamson County Courthouse.

3.4 County will not reimburse for alcoholic beverages.

3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance

3.6 No meals purchased for entertainment purposes will be allowed.

3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. Lodging

4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt should include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.

4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.

4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

5. Airfare

5.1 The County will only reimburse up to a coach price fare for air travel.

5.2 The County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e. seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)

5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.

5.4 Cancellation and/or change flight fees may be reimbursed by the County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.

5.5 The County will not reimburse vendor for tickets purchased with frequent flyer miles.

6. Car Rental

6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.

6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.

6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.

6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.

6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.

6.6 Insurance purchased when renting vehicle may also be reimbursed.

6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

7. Personal Car Usage

7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.

7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:

7.2.1.1 Date

7.2.1.2 Destination

7.2.1.3 Purpose

7.2.1.4 Name of traveler(s)
7.2.1.5 Correspondence that verifies business purpose of the expense

7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.

7.4 Mileage will be reimbursed on the basis of the most commonly used route.

7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.

7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.

7.7 Mileage should be calculated from employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626 by at least a 45-mile radius.

7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.

7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).

7.10 Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.

7.11 Operating and maintenance expenses as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

8. Other Expenses

8.1 Taxi fare, bus tickets, conference registrations, parking, etc. must have a proper original receipt.

9. Repayment of Non-reimbursable Expense.

Vendors must, upon demand, immediately repay County for all inappropriately reimbursed expenses whenever an audit or subsequent review of any expense reimbursement documentation finds that such expense was reimbursed contrary to these guidelines and this Policy. Williamson County reserves the right to retain any amounts that are due or that become due to a vendor in order to collect any inappropriately reimbursed expenses that a vendor was paid.

10. Non-Reimbursable Expenses

In addition to the non-reimbursable items set forth above in this Policy, the following is a non-exhaustive list of expenses that will not be reimbursed by Williamson County:

10.1 Alcoholic beverages/tobacco products
10.2 Personal phone calls
10.3 Laundry service
10.4 Valet service (excludes hotel valet)
10.5 Movie rentals
10.6 Damage to personal items
10.7 Flowers/plants

10.8 Greeting cards
10.9 Fines and/or penalties
10.10 Entertainment, personal clothing, personal sundries and services
10.11 Transportation/mileage to places of entertainment or similar personal activities
10.12 Upgrades to airfare, hotel and/or car rental
10.13 Airport parking above the most affordable rate available
10.14 Excessive weight baggage fees or cost associated with more than two airline bags
10.15 Auto repairs
10.16 Babysitter fees, kennel costs, pet or house-sitting fees
10.17 Saunas, massages or exercise facilities
10.18 Credit card delinquency fees or service fees
10.19 Doctor bills, prescription and other medical services
10.20 Hand tools
10.21 Safety Equipment (hard hats, safety vests, etc.)
10.22 Office Supplies
10.23 Lifetime memberships to any association
10.24 Donations to other entities
10.25 Any items that could be construed as campaigning
10.26 Technology Fees
10.27 Sales tax on goods purchased
10.28 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

EXHIBIT E
DEBARMENT CERTIFICATION

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

1. I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that A/E and its principals:

    a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency:

    b. Have not, within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public* transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

    c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity* with commission of any of the offenses enumerated in **Paragraph 1(b)** of this certification;

    d. Have not, within a three-year period preceding this application/proposal, had one or more public transactions* terminated for cause or default; and

    e. Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

NV5 Consultants, Inc.

Sean Weida Digitally signed by Sean Weida DN: C=US, E=Sean.Weida@NV5.com, O=NV5, CN=Sean Weida Date: 2025.10.13 11:47:21-04'00'

Signature of Certifying Official

Sean Weida

Printed Name of Certifying Official

Director of Operations

Title of Certifying Official

October 13, 2025

Date

2. Where the PROVIDER is unable to certify to any of the statements in this certification, such PROVIDER shall attach an explanation to this certification.

* federal, state, or local

SUBSCRIBED and sworn to before me, the undersigned authority, by _____
Signatory Name

the _____ of _____, on behalf of said firm.
Signatory Title Entity Name

_____
Notary Public in and for the
State of Texas

My commission expires: _____

EXHIBIT F

CERTIFICATES OF INSURANCE

CxP and Subconsultant Certificates of Insurance attached:

Building Commissioning Guideline, Volume 1.1
July 21, 2023

Wilco Facilities Commissioning Guideline Final Version

FOREWORD

The commissioning process is a quality-oriented process for achieving, verifying, and documenting that the performance of facilities, systems and assemblies meets defined objectives and criteria. The commissioning process begins at project inception and continues for the life of the facility through the occupancy and operational phases. Because this guideline details a process, it can be applied to both new and renovation projects.

The commissioning process includes specific tasks to be conducted during each phase in order to verify that design, construction, and training meets the Owner's Performance Requirements (OPR). This guideline in concert with our Division 1, 15 and 16 commissioning specifications as well as our Building Closeout and Transition Program describes the overall commissioning process in order to provide a uniform, integrated, and consistent approach for delivering and operating facilities that meet Facilities' ongoing requirements.

This edition of the Recommended Guidelines for Facilities Building Commissioning is intended to assist Facilities project managers during the development and implementation of the commissioning process. It is anticipated that, once the principles stated herein have been tested, updates to the guidelines will be necessary. Comments or suggestions on how to improve this document and the quality of facilities at Williamson County Facilities would be greatly appreciated. Please send all comments to the Commissioning Program Manager at the Facilities in Georgetown, Texas.

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EXECUTIVE SUMMARY

Commissioning is a planned, collaborative, and systematic process of review, testing and documentation collection conducted to confirm that a structure and its subsystems perform as designed and as expected by the building occupant. In most cases, this procedure takes place during the entire project, from planning through final acceptance of the building. Commissioning has been shown to improve building quality in thousands of major projects nationwide. Commissioning (more specifically the commissioning authority) should not be confused with project management or construction management (project manager (PM) and/or construction management (CM)). A project manager is the person assigned responsibility and accountability for the project. This person is responsible for delivering the project in the agreed schedule, to the correct technical specifications, i.e. defined to meet user requirements, and within the approved budget and other specified criteria, e.g. key performance indicators[1].

Construction management is a professional service that applies management techniques to the planning, design and construction of a project from inception to completion for the purpose of controlling time, cost and quality. PM's and CM's share a commonality which focuses resources on time, cost and schedule. Commissioning, in contrast, focuses on the overall quality, operability and completion of the project using the KPI and Owner's project requirements as a basis for the success criteria.

Facilities has opted for three methodologies in the delivery of commissioning services all of which are based on the implementation of the Facilities Cx Guideline and program:

1 Internal staff resources provide all commissioning necessary for small to mid size projects and retrofits.
2 Independent commissioning authorities contracted by Facilities for large or mission critical projects where Facilities internal resources cannot commit or fulfill the necessary time requirements for the successful completion of commissioning task.
3 Collaborative approach in which Facilities internal staff will act as the CxA project manager and coordinate a team of individual contract designees or internal staff to fulfill the commissioning program requirements.

Regardless of the methodology, the CxA (Commissioning Authority) should be chosen based on experience and in a manner similar to consulting engineers and architects where experience, resources, skills and the required amount of availability and flexibility are appropriately addressed.

[1]The Key Performance Indicators (KPI) determined at the beginning of the project, reflect directly on the key objectives (goals) of the project and provide the basis for project management trade-off decisions during the course of the project. At the completion of the project these KPI's will be the most relevant measures to confirm the acceptability of the project and its product by the project's stakeholders as being successful. The KPI's will also be documented in a Williamson County Facilities Management Central database to continually evaluate building metrics, value and lifecycle cost benefits (Location TBD).

Facilities Factors Supporting the Need for Building Commissioning
■ Unclear Owner's Performance Requirement (OPR) ■ Complex building systems ■ Increased specialization without integration ■ Unclear standards and criteria for gauging system performance ■ Lack of functional performance testing ■ Conflicts between specifications and applicable codes ■ Conflicts between program management and long term operability ■ Inadequate system documentation ■ Current maintainability and accessibility problems ■ Inadequate provision for maintenance, O&M manuals and training ■ Numerous change orders and cost overruns ■ Unfinished systems at project completion ■ Poor quality of design and installation ■ Lack of records including change order authorization and agreements to reduce scope ■ Current reality of significant unbudgeted time for follow-up to remedy errors and omissions using operating budgets ■ Facilities PMs overworked ■ Potential lack of OEM at project turnover ■ Typically no construction manager on the job ■ Lack of appropriate resources to develop, implement and perform necessary quality assurance programs.
Sources: U.S. General Services Administration Building Commissioning Guide, July 2003, Facilities Initial Project Evaluation October 5, 2006

It is anticipated that the Facilities commissioning program will be available for all projects as a resource and management tool. The Facilities Commissioning Program team will/can provide all materials and resources necessary for the announcement, review and selection of an outside third party commissioning firm. The Facilities Commissioning Program team can also manage the commissioning process by providing actual commissioning services or by ensuring that contracted independent commissioning firms are fulfilling their contractual obligations. Facilities PMs should look for a staff that includes both professional engineers and experienced technicians when awarding projects to CxA firms until such time as the release of this program. One should also expect commissioning

service providers to participate in the national commissioning community through conferences, continuing education, and as participants in national peer organizations.

All building programs at Facilities will require commissioning for at least the mechanical, life safety, and electrical portions of the project. As Key Performance Indicators are evaluated, commissioning may expand to a total building function. The determination of whether to use an independent or internal staff commissioning provider should be evaluated using this simple criteria:

Use of an independent third party commissioning provider is considered standard procedure for all new building projects.

Use of the collaborative program should be considered when the complexity of the project or the time commitments couldn't be completely fulfilled by Facilities' internal staff or in situations in which multiple remodel projects are being assigned to one Facilities internal staff to manage the commissioning aspects.

Program managers should anticipate a budget between .75 percent to 3.0 percent of the new building construction for total building commissioning. If only select systems are to be commissioned, then the recommendation is to budget an average of 3.0 percent of the system component cost for commissioning of that system. These fees are exclusive of travel, videotaping, testing-adjusting and balancing (TAB) work, and extra certifications beyond occupancy. If 3.0 percent of the new building construction is less than $3.5k and the project will require third party commissioning, it is recommended to use the estimate of $3.5K amount due to a minimum amount of time needed to perform the commissioning process.

While the cost of commissioning constitutes only a very small part of the cost of the initial construction process, it has been shown to be a significant, positive contributor to the economical construction and maintenance of the facility for years to come. In a recent study conducted for the U.S. Department of Energy, the cost of commissioning was actually determined to be a negative number for the Owner. The expected first cost increase for these services actually lowered the entire first cost of the project. Metrics below do not reflect the additional long-term operational savings

COMMISSIONING METRICS (These Numbers need to be revised)
U.S. DOE
Cross Section of Building Types (Administrative, Data Center, Production, Research)

Project Types	Average Total Cost of Construction (millions)	Average Square Feet (thousands)	Average # of Deficiencies Discovered	Average Commissioning Cost	Net Cost Cx Cost-Cost of corrections prior to turn over.
Project "A" Type	$14	36	622	$155,000	-$128,960
Project "B" Type	$48.6	360	528	$265,000	-$162,925
Project "C" Type	$10	55	650	$168,000	-$396,875
Project "D" Type	$10.1	52	473	$123,000	-$202,527

SECTION 1 - WHAT IS COMMISSIONING?

Simply stated, commissioning is the process of making sure a building works as intended. A more complete definition is:

> **"Systematic process of assuring by verification and documentation, from the design phase to minimum of one year after construction, that all facility systems perform interactively in accordance with the design documentation and intent, and in accordance with the Owner's requirements, including preparation of operation personnel"** [2]

Let us take a closer look at this definition:

Commissioning is *systematic*. Benefits from commissioning can be achieved no matter when the process starts. The earlier one begins the process of commissioning, the greater the potential benefits are. The maximum benefit will be achieved when commissioning is a part of the project from the very start. Furthermore, commissioning must be *integrated* into the project, meaning that commissioning is made integral to every stage of the project: design, construction, acceptance, and post occupancy (warranty).

The factors of *planning* and *integration* are two key points that set commissioning apart from traditional construction quality assurance processes. The American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE)[3], a leader in HVAC issues, offers several resources that are helpful for becoming acquainted with commissioning for mechanical systems. Another important resource for learning about commissioning is the Facilities Online Commissioning resource tool (www.Facilitiesxxx.Facilities.com) that provides a self-paced course on Facilities commissioning standards, resources and programs.

Historically, the term "commissioning" has referred to the process by which the heating, ventilation and air conditioning (HVAC) systems of a building were tested and balanced according to established standards prior to acceptance by the building Owner. Facilities, however, recognizes that the use of commissioning is key for the integrated nature of all building systems performance that impact our sustainability, workplace productivity and security. Because all building systems are integrated, a deficiency in one or more components can result in sub-optimal operation and performance among other components. Remedying these deficiencies can result in a variety of benefits including:

[2] GSA Guideline "Building Commissioning"

[3] ASHRAE can be contacted in Atlanta, GA at 404-636-8400 or e-mailed at edu@ashrae.org. The ASHRAE web site can be accessed at www.ASHRAE.org.

- Lower utility bills through energy savings
- Improved environmental/health conditions and occupant comfort
- Improved system and equipment function
- Improved building operation and maintenance
- Better building documentation
- Shortened occupancy transition
- Significant extension of equipment/system life cycle
- Reduced construction cost
- Increased reliability of building systems
- Improved building occupant productivity
- INCREASED BOTTOM LINE PROFITIABILITY

This highly integrated approach has been adopted by the National Institute of Building Sciences (NIBS), General Services Administration (GSA), Department of Energy (DOE), Department of the Navy, and many other federal, public and private entities. According to the GSA,[4] the largest owner and operator of buildings in the United States, commissioning will become business as usual due to the tremendous benefits it bestows upon the projects. Furthermore, total building commissioning is the Public Buildings Service process for quality assurance in new construction and facility modernization. "It is the process for achieving, validating and documenting that the performance of the total building and its systems meet the design needs and requirements of the Owner."

1.1 Planned and Integrated Commissioning is Crucial

Using the Facilities commissioning process during the design phase does not significantly change the way the design firms do business or the way we should manage our projects. It provides the design firm with additional information they need to do their job, requires that they document all assumptions, and that they submit quality design products. In essence, it requires them to fulfill their contract obligations to us!

Each design option developed by the design team must be linked back to the OPR (Owner's Performance Requirement) document. When a specific OPR cannot be met, that situation should be identified and the reason given as to why it cannot be met. The project team then evaluates the design options on their ability to meet the OPR as a whole. Tradeoffs are made based on cost, risk, schedule or other considerations, and the OPR is updated to reflect the decisions made.

[4] GSA publication "*GSA Guide to Building Commissioning"*

The process of selecting each design option is critical in that the designers are working as part of the project team to hone the shape, size, and type of facility and components to meet the OPR. Sufficient time must be spent during this step to ensure that all questions and concerns have been addressed and agreed to by the project team. Mistakes that are not caught during this step have repercussions throughout the life of the facility.

The implementation of commissioning during design is important because of several key services and benefits that the process provides to us including:

Commissioning Benefits During Design Phase
■ Early introduction to the commissioning plan avoids exposing team members to unexpected reviews and service requirements during the course of the project. ■ The CxA should confirm that the Owner's Performance Requirement (OPR) is complete during design phase. If not complete, the CxA should develop the initial OPR document that will be turned over to the A/E team so that the Basis of Design (BoD) can be developed. The OPR document is described in more detail later in this paper. ■ The CxA contributes to the documentation of the Basis of Design (BoD) in several ways. Once the designers begin submitting their BoD information, the CxA must review the information to verify that it is a quality effort and to help reduce the occurrence of omissions. Next, as a part of the design review, the CxA must also compare the BoD information supplied by the designers with the OPR, to verify that the design does not violate the Owner's requirements. ■ The CxA should check the construction plans and specifications during the pre-bid phase to confirm that the documents include provisions for commissioning, including systems testing and sequence of operation verification. ■ The CxA should provide the requirements for commissioning in the specifications so that the general contractor is aware of their responsibilities prior to submitting a bid. ■ The CxA's presence at pre-bid and preconstruction conferences should further acquaint construction personnel with the commissioning process and draw the constructor(s) into the project team. ■ The CxA should document any changes that are made to the BoD, and identify them to other members of the design team so that the design team can insure the coordination of the drawings and specifications. ■ The CxA can aid the designers by supplying a consistent format for guidance, which is likely to be very valuable to designers new to the BoD and the commissioning process.

1.2 Commissioning is Collaborative, Systematic, and Documented

Commissioning is *collaborative*. It is a team process from the very beginning. *One of the most important responsibilities of the CxA is team formation and the development of an accepted and standardized communications protocol.* The experienced commissioning professional verifies that quality is included in the project from start to finish by creating a heightened respect for quality within the team. To be sure, there is a certain amount of error identification, both in design and construction; but mainly, quality is built in, not inspected in!

Commissioning is *systematic*. Commissioning includes testing all items in all modes of operation. Equipment is first inspected in a static condition to assure it is installed correctly **(Field Verification)**. Moving equipment is then started up and electrical equipment energized for the first time under controlled conditions **(Functional Verification)**. After equipment is started up, systems of equipment are tested running together to prove that the system as a whole will operate as required **(Performance Verification)**.

Systematic refers to the commissioning building blocks of review, inspection, startup, and testing. It also refers to the "systems" nature of modern buildings. The commissioning process is organized by system components, including air handling units, pumps, boilers, chillers, water treatment, fire alarms, smoke evacuation, door locks, roofs, and walls. Grouping the building into subsystems makes it easier to understand how the building works and provides a framework for commissioning.

Commissioning is *documented.* The value of commissioning remains long after the building is accepted and turned over to the O&M staff. In the course of commissioning, key parameters of the systems are documented, organized, and preserved in the commissioning report. Not the least of these items is the OPR. The commissioning report records the intended use of the building and its various spaces so that if operation and maintenance personnel change, O&M staff will be able to understand why things work the way they do.

The review and approval of the O&M manual and the organization of the training program are also assigned to the CxA. This further insures that the tools required for future correct building operation are provided for Facilities' operational staff by the time of the completion of the project.

SECTION 2 - WHY COMMISSION?

There are two main benefits of commissioning:

- Facilities can have assurance of a correctly operating building at completion.
- Facilities can have a basis for confidence in continued correct operation due to documentation and staff training.

Recent studies conducted by Department of Energy indicate that on average the operating costs of a commissioned building range from 8% to 20% below that of a non–commissioned building. Certain available commissioning implementation tools, such as energy modeling and verification, may even result in a negative capital investment cost. Facilities' goal in adopting building commissioning is:

- To safeguard our building interest, by implementing solutions that best represent and meet the long term efficiency and functionality of all buildings and meet the expectations of our customers
- To improve facility operations
- To optimize the value received for each construction dollar spent
- To improve Indoor Air Quality (IAQ) and decrease liability due to IAQ problems
- To reduce unnecessary energy consumption
- To increase the productivity of our employees

To better understand these benefits, consider the increase in the complexity of building components over the past three decades. A greater increase in the complexity of building components has come about in the last thirty years than in the 200 years before. Thirty years ago, buildings operated by microprocessors were a novelty. Now nearly all buildings are operated by a Building Automation System (BAS) and large research facilities may have hundreds of microprocessors controlling everything from lights and comfort to the safety and security needs of the occupants. The same is true regarding automatic valves, actuators, solid-state sensors, occupancy sensors, CO_2 sensors, variable frequency drives, pure water systems, fume hoods, biological hoods, and other modern appurtenances.

Consider the increasing use of technology to meet the demands of safety and efficiency. The energy crisis of the 1970s brought about a huge increase in America's energy consciousness. This is reflected today in building codes as well as design standards. Buildings must operate at a higher level of efficiency than they did thirty years ago. They attain this level of efficiency largely by using the sophisticated components described above, coupled with complex computerized building operating strategies.

Benefits of Commissioning for Facilities

- Reduce change orders
- Reduce project delays
- Enforce start-up requirements
- Shorten building turnover period
- Reduce post-occupancy corrective work
- Minimize effects of design defects
- Improve indoor environment and employee productivity
- Increase building maintainability and reliability
- Reduce energy and operating costs
- Increase value through better quality construction
- Enhance move in experience of our customers
- Reduce overall cost of new building delivery
- Provide market awareness of sustainable efforts at Facilities

Consider also the increase in the use of new materials over the past two decades. New materials have been incorporated into wall finishes, insulation, carpet, ceiling tiles, window coverings, office equipment, furniture, paper, books, cleaning agents, and almost every other item to be found in the modern workplace. All these items either cost less or provide better service. Some do both. Unfortunately, many of them contain untested chemicals that deteriorate the building air quality and cause allergic reactions for some workers unless a building's HVAC systems are operating correctly.

Top Deficiencies Discovered in Facilities' New and Existing Buildings

- Incorrect scheduling of HVAC and day lighting systems
- Incorrect heating and cooling sequence of operations
- Incorrect calibration of sensors and instrumentation
- Lack of control strategies for optimum comfort and efficient operation
- Malfunctioning air- and water-side economizers
- Under-utilized computer-based control systems
- Short-cycling of HVAC equipment leading to premature failure
- Lack of design intent and building documentation
- Lack of training for building operators or service contractors
- Missing specified and paid-for equipment
- Lack of uniform building deficiency tracking
- Occupancy determined by schedule not functionality
- Lack of turnover standards and documentation
- No warranty documentation
- No design intent determined for buildings
- No measurable KPI's
- Meeting OPR can take years
- Lack warranty troubleshooting procedures and standards
- Lack standards of review for controls and points prior to acceptance
- Lack of acceptance program
- No energy consumption tracking or verification program
- Lack of consistent O&M training program
- Lack of clearly defined roles of all parties and their responsibilities

2.1 Commissioning for Maintenance

In the same way that engineering fees have remained relatively fixed, funding for maintenance and operations has stayed about the same on a unitary (per square foot) basis for a great number of years. Maintenance funding fails to reflect the increased complexity of buildings, as well as the need and cost for education and ongoing re-training of the O&M staff.

An ever-widening gap has developed between what a constructor installs and what O&M staff members are ready to accept. System components can be correctly sized, specified,

and supplied, but not installed, adjusted, and integrated to work optimally on the job. The consequence is that the noncommissioned building does not work correctly when it is built and the O&M staff does not have the time to figure out why. In fact, the O&M staff may be unaware that the building is operating incorrectly until the occupants complain.

Unfortunately, by this time, the building occupants' productivity has been reduced and they have come to expect no better than the poor building environment given them. Already, this new building is in an operations death spiral in which the building staff spends all their time attacking the symptoms of installation and design problems but have no training or time to attack the root causes. Evidence of such a situation may be seen in the bypassing and disconnecting of automatic controls, whether because of a lack of operational and maintenance training or because of equipment that has not been tested and adjusted to work smoothly as part of the overall installation. The result is steadily deteriorating environmental quality in the workspace, reduced energy efficiency, and building performance that falls short of the Owner's expectations.

The cost of these consequences is huge and can easily add up to many times the cost of commissioning.

Commissioning is the quality management process applied to building construction. It builds quality into the project and confirms correct operation through testing.

SECTION 3 - WHEN TO COMMISSION?

Facilities' Commissioning process should be performed on all new buildings and on any building remodel projects costing approximately $50,000 or more. On projects smaller than this, Facilities should execute its Commissioning Lite process. Projects that involve the installation of Electrical and/or HVAC equipment that has to be integrated into existing systems. Commission should be done on projects that change occupancy and/or intent of area of the building.

3.1 Budgeting for Commissioning

When considering budget criteria for commissioning, project managers should consider the following factors: What is the cost to Facilities if the building is energy inefficient? Environmentally wasteful? Inflexible? Seismically unsafe? Inaccessible? Unresponsive to client needs and Costly to Operate?

No set standards can be applied to determine the proper cost of commissioning for every building. The extent of desired commissioning services will affect the budget requirements. Factors such as building complexity, systems to be commissioned, critical operations inside the building, level of testing required, operation and maintenance goals, training requirements, project duration, and travel requirements all need to be considered in the budgeting process.

- Total building commissioning cost ranges from 0.75% to 3.0% of construction cost.

Cost Savings from Building Commissioning
■ Energy savings of 20 to 50 percent ■ Maintenance savings of 15 to 35 percent ■ Reduction of claims of 2 to 10 percent ■ Reduction of in-house overtime costs ■ Reduction of trouble-shooting costs
Source: Building Owners and Managers Association (BOMA) cost data for office buildings

Testing of sophisticated electrical systems such as emergency generators, uninterruptible power supply (UPS) systems, automatic transfer gear, etc, when included in the CxA contract will increase the cost of the electrical system commissioning.

Section 3 – When to Commission?

Various surveys on the cost of commissioning have been conducted throughout the U.S. and Canada. These surveys provide a starting point for budgeting. The data collected to date, indicate the cost of commissioning appears to range from 1.5% to 4.5% of the cost of the systems to be commissioned. For a building of average complexity and construction schedule, the cost of commissioning should be about 3.0% of the construction cost for the systems being commissioned. An average cost for basic commissioning of mechanical and electrical systems appears to be 3.0% and 1.5% respectively. For commissioning of sophisticated buildings such as research facilities and laboratories, this range can rise to 3.5% to 4.0%. For commissioning of simple fan-coil systems, the cost will be below these values. In the event that total building commissioning is desired, we recommend using 1% to 3.0% of the total construction cost in the project budget.

SECTION 4 - COMMISSIONING DELIVERY METHODS

The "How To" process of commissioning begins with the decision-making requirement of "Which delivery method?" As important as it is to implement a commissioning process, the method selected is crucial to the success of a project. Relationships and trust established at the onset of the project are the significant drivers for success. Many factors and variables (procurement, purchasing, resources, budget, schedule) greatly influence which delivery method is chosen. Facilities has adopted three primary commissioning delivery methods, which are outlined below.

4.1 Commissioning Delivery Methods

The combination of variables in the commissioning delivery selection process has led to the development of primary commissioning delivery methods adopted at Facilities:

- Engagement of independent commissioning provider
- Sole Facilities internal staff resource performs commissioning services
- Collaborative approach where Facilities internally manages a team of contracted providers

Which method is employed is driven primarily by project cost and complexity together with resource availability. While we may assume that it is always better to use internal Facilities resources from an operations support team, our experience suggests that time allocation, conflicting priorities and lack of excess capacity have degraded our ability to provide this service. Thus, for most projects our standard procedure would be the engagement of an independent CxA provider who would fulfill the obligations as outlined in our commissioning program.

Facilities has purchasing and procurement regulations and procedures in place to support this process. Therefore, the details of these processes are not enumerated here. Instead, the focus is on explanation of the delivery methods. In subsequent sections, development of the Scope of Work, Scope of Services, and other project specific aspects are covered.

4.2 Understanding and Evaluating the Options—Pros and Cons

Pros and cons stated herein are given for extreme effect to illustrate the stereotypical point. As further illustrative examples, imaginary quotes are listed in "role playing" fashion to demonstrate possible scenarios. We believe that in real life, the teams, players, and examples given may well be more moderate than the examples given here.

At the same time that the project delivery method is chosen and the decision is made to include commissioning, the commissioning delivery method should also be determined.

4.2.1 Option 1: Engagement of Independent Commissioning

In this option, an independent, separate entity assumes responsibility for administering and implementing the Facilities commissioning program under contract directly to Facilities.

Again, whenever Facilities selects this choice, the CxA should be separated from the design element or construction management unit in order to provide Facilities with the independence required for the commissioning process to be successful and to avoid any conflicts of interest.

The CxA should have a separate professional services contract in place with Facilities. (It is envisioned that a separate Facilities business partner (DBP) may manage this program for Facilities. If so, a project manager would contact the DBP, and they would arrange for all commissioning services) The CxA should be independent of the other stakeholders (Owner's project manager, A/E, construction managers, and construction contractors). It is important that the CxA has design, construction, and operations experience for the type of systems and assemblies included in the project. Expertise and experience in successfully implementing the Facilities commissioning process should take priority over knowledge of all systems and assemblies. The CxA should have internal technical resources for each specific system and assembly. Contracting for commissioning process services through a separate, independent professional enables the CxA to focus on the commissioning process and to avoid potential conflicts of interest. This separate relationship allows the CxA to act independently as director of commissioning process activities and to focus on the functionality of systems and assemblies relative to the OPR. For this reason, the CxA must be able to communicate directly with the Facilities project manager. Additionally, for the commissioning process to be successful there must be a cooperative atmosphere among all parties to avoid adversarial relationships. To achieve this, all parties should be represented on the commissioning team.

The CxA will implement the detailed Facilities commissioning program requirements, which verify the OPR, and subsequent deliverable task as outlined in the Facilities Commissioning Specification. While Facilities maintains standard commissioning specifications and design guidelines, the CxA will review the Facilities Standard Commissioning Specifications and Design Guidelines and suggest any modifications that are necessary with the Facilities project manager. Therefore, regardless of the selection of a CxA and the use of design guidelines the CxA is a contributor to the project specifications (construction contract documents).

Pros

- Classical independent consultant can provide impartiality without a link to profitability or reverse incentives.
- Data is provided directly to Facilities (saves time, translation).
- The fox is not guarding the hen house.

- Since they are not responsible for the design, the independent CxA is more likely to ask questions, acting as the Facilities' advocate to identify failure scenarios.
- They may bring field testing experience to the design phase.

Cons

- The third party role can result in "reporting" without resolution. Because the independent authority is not responsible for design or construction.
- Who takes the lead to resolve issues or effect change and action where needed?
- If not brought on board early enough, or brought without buy-in to the team and the design or construction process to date, the independent firm can lack the "can do" attitude earned by the rest of the team. It may introduce rework and potential conflict with A/E and or the general contractor.

4.2.2 Option 2: Owner-Led Commissioning

In this method, Facilities implements the Facilities Commissioning Program via in-house staff. No external third party authority, constructor or designer is retained. Facilities must have an experienced field commissioning and management team on staff trained in the use and implementation of the Facilities Commissioning Program and tools. This would also include the capability to provide all necessary commissioning disciplines (mechanical, electrical, etc.) in a timely and effective manner. While the CxA can be an employee of Facilities, they should not be part of the project design team. Whenever this choice is made by Facilities, the CxA should be separated from the design element in order to provide Facilities with the independence required for the commissioning process to be successful and to avoid any conflicts of interest.

Pros

- Facilities retains control and decision-making ability over all other parties.
- Quick, single-point action is possible.
- No information translation loss from CxA team to Facilities.
- Facilities' team retains all the lessons learned during the commissioning process.
- Provides Facilities with another opportunity for designer and constructor performance evaluation.

Cons

- Facilities may not have enough staff or staff with enough detailed technical knowledge.
- Facilities may not be able to maintain impartial control and decision-making ability.
- Owner may not have a sufficiently assertive manager to run the commissioning process well and resolve conflicts in a timely manner. For example, the case may

arise in which a difference of opinion exists between a headstrong design engineer and an unyielding mechanical trade subcontractor about some system requirement, which needs to be resolved decisively and quickly.

- Facilities' CxA leader may not be empowered to make decisions, take risks, or resolve gray issues given that the same project managers who may have been affected by commissioning may judge their employment advancement.
- True completion of a commissioned facility may be less likely without the benefit of state-of-the-industry professionals.
- True total cost, including callbacks, problems, and downtime may greatly exceed the apparent initial savings of not having an external CxA.

4.2.3 Collective Commissioning Program

In this option, Facilities internal staff will lead the commissioning process in concert with industry professionals and/or tradesmen. The use of this delivery approach has been designed to augment as necessary the labor or expertise short fall that can be found within facilities and engineering. The use of this delivery model is ideal for quick turnaround projects, retrofits and renovations. As in the other delivery methods, the Facilities Commissioning Program will be implemented completely however, the Facilities Commissioning project manager will assign segmented tasks to his team for execution.

Pros

- Reduce the need for additional full time facilities staff
- Enable the Facilities Commissioning Program for aggressive small projects with short turnaround times
- Emulates success criteria found in larger Facilities project experience

Cons

- Who takes the lead to resolve issues or effect change and action where needed?
- Potential for fox guarding the hen house (conflict of interest)
- Potential for drive by reporting

SECTION 5 - IMPLEMENTING THE COMMISSIONING DELIVERY PROCESS

Commissioning will now be implemented on all Facilities projects. In order to begin the program several questions in regards to project programming may be helpful to review.

5.1 Q: As a Facilities Project Manager, which delivery method should I use?

A: As soon as the project begins programming and/or preliminary design, the Facilities PM should decide the Cx delivery method that will be used for the project. Generally, the appropriate choice of delivery method is determined by a combination of items, including the following:

- The level of sophistication of the building
- The level of sophistication and availability of Facilities' in-house resources
- The budget that is available for the commissioning effort
- The skill sets of the parties that will be involved in the construction project (low bid, versus CM, versus negotiated, geographic region etc.)
- The experience of contractors and their subs with the commissioning process
- The skill sets of the commissioning service providers who will be sent a CWA
- If the DCP is approved, consultations with the program director for commissioning will aid in this effort.
- As discussed earlier, while Facilities would prefer to use internal resources, for most projects involving new facility construction, data centers, manufacturing or extensive renovation, the use of an independent provider pre-approved by Facilities would be the logical choice.

5.2 Q: When should I select the commissioning delivery method?

A: The commissioning process should be started early in the programming or pre-design phase. If that is not possible, the CxA should be selected early enough for them to contribute as a member of the design team. As defined previously, commissioning is a systematic process beginning in the design phase. At this point, the design team can begin working with the CxA to (1) develop the commissioning-focused quality assurance procedures for the design; (2) develop the building product that meets the Owner's performance requirements; and (3) develop the drawings and specifications that will facilitate commissioning during the construction phase.

5.3 Q: What level of commissioning is appropriate?

A: Williamson County Facilities Management, expects that all projects will fulfill the intent and requirements of the Facilities Commissioning Program. The depth and amount of resources are a function of the complexity and the critical nature of the building systems. Obviously, a mission critical process has greater needs than a spec office complex. The Facilities customer, PM, and the design/engineering team should work together to determine the needs. A***s a minimum, all mechanical, electrical, plumbing, security, and critical systems will be commissioned. This would include the following typical deliverables:***

- Predesign/Planning development of OPR
  a. Development of initial commissioning plan
  b. Training for project team on Facilities' CxA
- The Design Stage
  a. Maintain master issue log in Facilities' (Database TBD)
  b. Schematic review
  c. Design document review at 50% & 100%
  d. Construction Document review at 50%, 75% & 95%
  e. Review and modification of specifications regarding commissioning
  f. Development of checklist for equipment
  g. Development of functional testing requirements
- The Bidding Stage-Respond to questions concerning commissioning requirements
- Construction
  a. Submittal reviews concurrent with Facilities
  b. Development of commissioning schedule
  c. Site observation
  d. Witnessing of critical systems
  e. Review RFI & change order logs and submittals
  f. Deficiency tracking (Database TBD)
  g. Reporting
  h. Asset data collection
  i. Test and balance verification
  j. Review of O&M drafts
  k. Review of training program
  l. Static inspection (field verification) of components and systems
  m. Startup (functional verification)
- Acceptance
  a. Initial functional performance testing
  b. Integrated functional performance testing (performance verification)
  c. Deficiency resolution tracking
  d. Review of as-built drawings and completeness
  e. Acceptance of O&M manuals and systems manuals (soft & hard)

f. Delivery of commissioning report

- O&M staff training and documentation
- Warranty review and seasonal testing
  a. Review of outstanding issues
  b. Review of building optimization needs
  c. Deferred testing
  d. Lessons learned presentation.

5.4 Q: When do we implement the commissioning process?

A: In most cases, the earlier in the project that commissioning activities can begin; the greater the effect they can have on the performance and outcome of the design, construction, and commissioning process. Various reasons for this advantage include the following:

- The CxA needs to develop a relationship of trust with the design team and with Facilities' staff. When CxAs are brought in late in the design phase, the designers have a tendency to view them as adversaries and not members of the team.
- The CxA needs to have a full understanding of the OPR. Such an understanding can be communicated more effectively in face-to-face meetings with all parties involved, rather than in written form only.
- Ideally, the team members selected to perform commissioning will have extensive experience with startup and troubleshooting of buildings. They may identify design issues that will be much less costly to correct on the drawings than after the systems are constructed.
- It is important that the constructor have a clear understanding of the constructor's role in the commissioning process. The CxA should list those requirements clearly in the specifications, especially when using a CM to help with the construction budgeting process.
- The CxA will help to ensure that sufficient balancing devices, measuring devices, and control items are included in the bid documents, which is more cost effective than adding these devices to the project through the "change-order" process.

5.5 Q: What are the benefits of early commissioning?

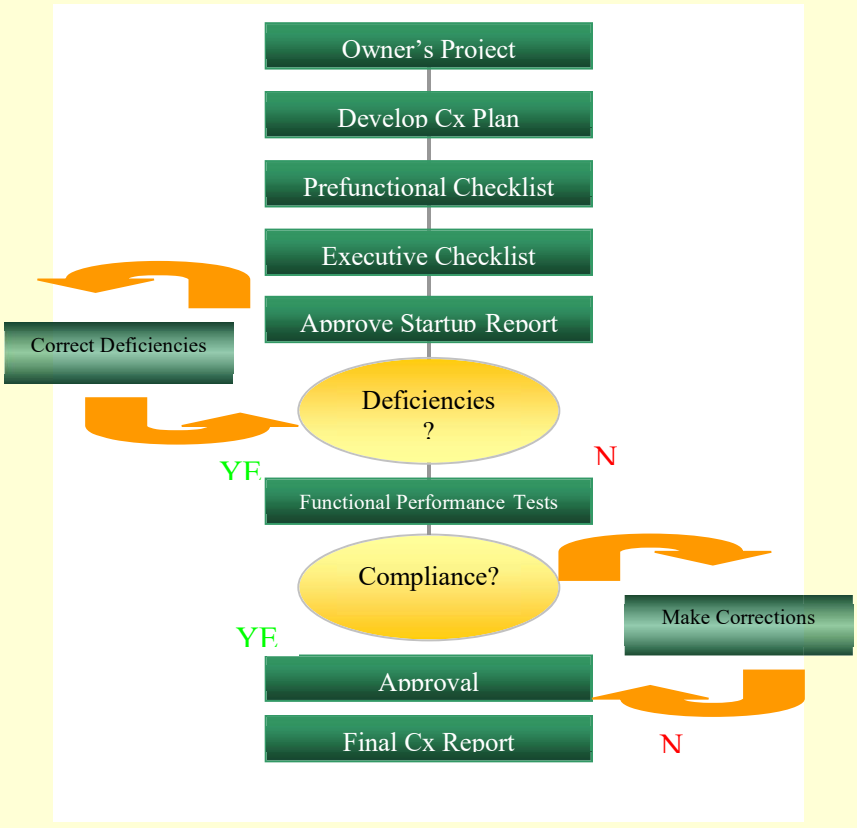
A: In almost every case, the earlier in the project that the commissioning activities can begin, the greater the benefit they can bring to the performance and outcome of the design and construction processes, and the commissioning process itself. Why is this true? Because these processes all profit from collective experience, feedback loops, and lessons learned and shared. If the commissioning

entity is able to influence or create the design intent document, they can bring their knowledge from the field of "what works" to the design stage, resulting in a building that, by design, will have a better chance of working as intended.

SECTION 6 - THE COMMISSIONING PROCESS—STEP-BY-STEP

A comprehensive view of the integrated commissioning process can be considered to have nine distinct phases in the following order:

- Predesign/Planning
- The Design Stage
- The Bidding Stage
- Early Construction
- Static Inspection (Field Verification)
- Startup (Functional Verification)
- Shakedown (Performance Verification)
- O&M Staff Training and Documentation
- Warranty Review and Seasonal Testing



Commissioning Process

6.1 The Commissioning Process—Predesign/Planning

A sample Owner's Performance Requirement is included in Appendix G of the Facilities Commissioning Plan.

The most important components of this early phase of the project are the Owner's Performance Requirement (OPR) and the Basis of Design (BoD) documents.

The OPR is Facilities' *intention and expectation* of the *design and operations* of the building. It is the Owner's requirements for a successful building. It is a written document that details the functional requirements of a project and the expectations of how it will be used and operated. This includes project and design goals, measurable performance criteria, budgets, schedules, success criteria, and supporting documentation. In order for the project to be successful, the project team must achieve these requirements and document the achievement.

Regardless of what the document includes, it is architectural in origin: having been developed in association with the project design team. The document is performance-based and concentrates on what the occupants *need* instead of focusing on how the design team will provide it.

This does not mean that architectural considerations are foremost in the document. If only mechanical and electrical systems are being commissioned, then a sufficient OPR may be 90% those disciplines and 10% architectural issues (such as building code requirements, occupancy, etc.). The OPR, once complete, is then turned over to the A/E design team. They have the responsibility to develop the BoD, the primary document that translates the Owner's needs into building components such as occupancy type, room size, population, air quality, etc. The design team will produce design documents based on the BoD.

The job of the CxA is to assure that components have been supplied and installed correctly according to the bid documents, and to assure that the occupant's needs are met as described in the OPR. Therefore, the CxA needs both the OPR, based on the architect's knowledge of the occupants' needs and the design itself, showing the specified solution.

The OPR should be referred to frequently in the construction process. At the pre-bid conference, the design team should present it and solicit ideas from the constructor. It is true that the constructor will build according to the plans and will expect change orders for any work not shown on the plans. It is also true that some constructors will count on making money from such change orders and so will tend not to suggest improvements prior to bidding. However, some constructors may make such suggestions prior to bidding if they are given a chance to see the actual intent of the structure. If they are given only the design, and not the intent, they cannot be expected to help improve the project without change orders.

The document should be presented again at the pre-construction conference. The presentation of the OPR document at the pre-bid and preconstruction conferences should

be used as a team-building tool in defining a common goal. This is where the communication and team-building skills of the CxA are very important.

When the OPR is presented to the constructor team, the Basis of Design should accompany it. The Basis of Design explains how the design team chose certain systems and space arrangements to meet the needs of the occupants.

The most basic inclusion in the OPR is the general description of the building type (for example, data center, fulfillment center, support facility, office building, etc.). Beyond the building type, details are stated such as the occupant's age group, particular needs with regard to air quality, outside air volume, occupant load, and pattern of occupancy.

For instance, the OPR might describe a testing area that is to hold one hundred persons for two hours, be empty for an hour after that, all the while providing comfort and operating at maximum energy efficiency. The Basis of Design could specify a variable air volume system integrated with occupancy sensors and special programming, while the actual design in the bid documents could specify components, air volumes, and the required control sequence. Commissioning would assure that the equipment has been supplied and installed correctly, the air volumes and control sequence are correct, and the overall system "works" at each occupancy level.

6.2 The Commissioning Process—The Design Stage

The CxA can enhance quality during the design stage after a competent review of the design documents. The CxA should coordinate this review with any design review Facilities may perform. Generally, reviews performed by Facilities engineering review group are limited to programmatic and code compliance and constructability issues. The review performed by the CxA should determine, at a minimum, that the documents:

- Are consistent with the OPR
- Specify commissionable systems
- Include inspection and testing details
- Include equipment parameters that can be verified
- Incorporate a layout that allows testing and maintenance
- Fully describe the commissioning process for the bidders

The CxA should review the contract documents during development and should offer comments and recommendations.

The review process does not transfer responsibility for the design, nor is it intended that the CxA “check” or “warrant” the design. Responsibility for design rests fully with the design professional. However, the review process should be used to provide an additional quality control feature to augment the design process.

The Facilities PM should monitor this process and make certain that procedures are in place within the team so that issues the CxA raises are reviewed and the team comes to a consensus about them. If a consensus cannot be reached on an issue, the process should document the issue and Facilities should provide a decision and direction in consultation with the appropriate design professional.

The CxA will also review the contract documents to confirm that each piece of equipment or system is capable of being tested and has objective performance parameters that can be confirmed. For example, the CxA will confirm that pumps and other hydronic devices have test ports specified to allow flow measurement and maintenance access at air handling units or at straight duct lengths where airflow measurements must be taken.

6.3 The Commissioning Process - Writing the Specifications

Sample commissioning specifications are included in the Appendices.

The CxA should review the Facilities Commissioning Specifications and Construction Guideline and modify as required (with approval from the Facilities project manager). Any modification to the specifications should follow the appropriate division as determined by the Construction Specification Institute's (CSI) *MasterFormat*™ classification of construction systems.

Section No.	Document/Section	List of Contents	Scope of Contents
01100	SUMMARY OF WORK	Work covered by contract documents Identification of separate prime contractors	Describe commissioning process activities as part of the project. Alert the contractor that FACILITIES has contracted for commissioning process services with a separate CxA. Delineate contractor's scope of work relative to the commissioning process.
01200	PRICE AND PAYMENT PROCEDURES		No special commissioning requirements
01310	PROJECT MANAGEMENT AND COORDINATION	Provisions about coordination of commissioning process activities among contractors and subcontractors; project meetings	Coordination of meetings and conferences

Section No.	Document/Section	List of Contents	Scope of Contents
01300	SUBMITTALS	Procedures for submittals	Submittal requirements for commissioning process activity reports and schedules should be specified in Sections 01811 to 01819 Add requirements here for additional copies from contractor to CxA and for approved submittals to be distributed to CxA
01400	QUALITY ASSURANCE		No special commissioning process requirements
01500	TEMPORARY FACILITIES AND CONTROLS		No special commissioning process requirements
01600	PRODUCT REQUIREMENTS		No special commissioning Process requirements
01700	EXECUTION REQUIREMENTS		General requirements for construction checklists in terms of format and submittal requirements.
01731	CUTTING AND PATCHING		No special commissioning process requirements
01770	CLOSEOUT PROCEDURES		Include requirements for CxA to review and approve O&M documentation
01810	COMMISSIONING PROCESS		General administrative and procedural requirements without regard to specific systems and assemblies.

Section No.	Document/Section	List of Contents	Scope of Contents
01811	BUILDING ASSEMBLIES COMMISSIONING REQUIREMENTS	Substructure Superstructure Building shell Exterior wall assemblies Roof assemblies Building interior Separations Paths of egress	Construction checklists Assembly description Performance requirements Prerequisites to Testing System or Assembly Test requirements Test Reports
01812	CONVEYING SYSTEMS COMMISSIONING PROCESS REQUIREMENTS	Elevators and lifts Escalators and moving walks	Construction checklists Assembly description Performance requirements Perquisites to testing system or assembly test requirements Test Reports
01813	PROTECTIVE SYSTEMS COMMISSIONING PROCESS REQUIREMENTS	Fire suppression (including pumps, sprinkler and standpipe piping and terminal devices) detection and alarms (including fire, smoke, gas and leak) Lighting protection Cathodic protection	Construction checklists Assembly description Performance requirements Prerequisites to testing system or assembly test requirements Test reports
01814	PLUMBING SYSTEMS COMMISSIONING PROCESS REQUIREMENTS`	Water distribution Sanitary waste Storm drainage Other plumbing systems	Construction checklists Assembly description Performance requirements Prerequisites to testing system or assembly test requirements Test reports
01815	HVAC SYSTEMS COMMISSIONING PROCESS REQUIREMENTS	Heat generation (including central equipment, distribution systems, and terminal devices) Refrigeration (including central equipment, distribution systems and terminal devices) Ventilation (including central equipment, distribution systems and terminal devices) HVAC control systems (including central equipment, distribution systems, and terminal devices)	Construction checklists Assembly description Performance Requirements Prerequisites to testing system or assembly test requirements Test reports

Section No.	Document/Section	List of Contents	Scope of Contents
01816	ELECTRICAL SYSTEMS COMMISSIONING PROCESS REQUIREMENTS	Power distribution (including central equipment, distribution circuits, and terminal devices) Lighting (including fixtures and controls)	Construction checklists Systems description Performance requirements Prerequisites to testing System or assembly test requirements Test reports
01817	COMMUNICATIONS SYSTEMS COMMISSIONING PROCESS REQUIREMENTS	Voice and data Sound and video	Construction checklists Systems description Performance requirements Prerequisites to testing System or assembly test requirements Test reports
01820	DEMONSTRATION		Coordination requirements with CxA
01830	OPERATING AND MAINTENANCE DOCUMENTATION		Coordination with CxA
	INDIVIDUAL SECTIONS IN DIVISION 2 THROUGH 16	Field quality control tests Adjusting and balancing Cleaning Demonstration	A statement requiring commissioning process Activities to be accomplished for system, subsystem, or equipment components as a part of its parent system. A statement that requires contractor to complete construction checklists and perform tests.

6.4 The Commissioning Process - The Preliminary Commissioning Plan[5]

Even though standard specifications for commissioning have been developed, the CxA will review and modify if necessary and develop procedure and specification into a preliminary commissioning plan. This plan extends Facilities' original system-by-system commissioning procedure into a scope of work that names actual components and systems

[5] See Sample Commissioning Plan in Appendix "X"

in the design documents. The CxA should develop procedures for each of the systems to be commissioned. This interim plan should be incorporated into the specifications to give the constructor the best possible idea of his part in the process. After the bid is awarded and submittals are approved, the CxA writes the formal commissioning plan that completely describes the commissioning work.

6.5 The Commissioning Process—The Constructor Selection Stage

The selection of the constructor is a brief but important time in the commissioning process. This is the first opportunity to bring the constructor(s) into the process, and it is vital that the constructor cooperate in the commissioning process if the team is to reach the goal of a quality building. Constructor personnel perform the inspection and testing required by the CxA. It takes constructor time, and it costs the constructor money. It also saves the constructor time and money through reduced callbacks and the early and fair resolution of problems. Overall, the constructor and subcontractors will save more than they spend on commissioning, although they may not believe this at first.

As the bidders/proposers prepare their bids/proposals, there will be questions about their roles in commissioning. The CxA should answer these questions, either at a pre-bid/pre-proposal conference, in writing, or both. Although commissioning is still a new and developing practice for Facilities, it has been found that most constructors readily accept commissioning once they understand it. Furthermore, they accept the process much more readily if the CxA exhibits a positive, helpful, cooperative approach right from the start. This is a key aspect of independent third party commissioning. The CxA team leader should have excellent leadership and team building skills.

In addition to answering constructor questions, the CxA may need to answer questions for the design team. This is especially true if the project bids/proposals come in over the cost estimate. The CxA may be called upon to evaluate the savings in commissioning costs that should result from cutting portions of the project out to make the required budget. Indeed, the CxA may be required to help defend the commissioning process itself from elimination in view of a budget problem.

When the pre-bid/pre-proposal conference is organized, the CxA should be placed on the agenda to present a brief overview of the commissioning process and answer specific questions posed by the constructors. The questions and answers that come out of this conference, including those related to commissioning, should be recorded in the minutes and issued in writing to all bidders/proposers as an addendum. The CxA should provide answers to commissioning questions to the Owner’s project manager.

Subsequent addenda will answer questions posed to Facilities and the design team after the pre-bid/pre-proposal conference; however, they may or may not include commissioning questions. All commissioning questions posed by the constructor should be routed through the Facilities PM and then to the CxA to assure that each response is sent in an identical form to all constructors and all members of the design team. The CxA should review any

addendum to confirm that revised drawings and specifications do not reduce the commissioning requirements or capabilities. The CxA should stay alert to any changes in construction time as related to addenda. If there are significant changes in the project that will affect the time for CxA services, make sure adequate time is added to the constructor's construction time in the addenda to allow for commissioning.

Proposals to cut commissioning because of cost should be met with resistance. Facilities expects that all projects will be commissioned to ensure our assets have been designed, built and capable of being operated as intended. It is wrong to compromise quality to address minor budget concerns. The cost of correcting our facilities after project turnover is considerably more than the fees for commissioning. The cost of unplanned facility shutdown due to a systems failure is unacceptable.

6.6 The Commissioning Process—Early Construction

The beginning of the construction process includes the following commissioning-related activities:

- Preconstruction meeting
- Development of the construction schedule and schedule of values
- Submittal of equipment and materials
- Completion of the final commissioning plan

During the early stages of construction, the CxA will continue to answer questions for the constructor and verify that commissioning is being integrated into the construction process. The best venue for this is the preconstruction meeting.

The first item of discussion is the schedule. Developing the schedule is actually two tasks: 1) getting commissioning milestones placed on the construction schedule, and 2) including contractor commissioning activities in the schedule of values. The construction schedule and schedule of values are key documents that allow Facilities to track the construction process. Having commissioning included in these is a good way to confirm that the constructor is an active part of the commissioning team.

The CxA works with the constructor and, if necessary, the subcontractors to discuss phasing and timing of commissioning. This schedule gives the constructor an idea about what commissioning information must be included in the constructor's overall schedule. The constructor is required to integrate the information into the overall schedule of the project. In this way, all subcontractors are given additional notice about the requirement for commissioning.

When the schedules are submitted, copies are routed to the CxA for review with regard to commissioning milestones. The commissioning milestones shown on the tentative schedule of commissioning activities should be integrated into the overall schedule by the time the schedule is submitted for approval. Although it is true that this schedule may be

revised many times before the bulk of the commissioning activities are accomplished, these activities should be a part of the schedule from the start. As other milestones are revised, the commissioning schedule should be revised accordingly.

As the constructor makes equipment submittals to the design engineer, the Facilities PM should route copies of the approved submittals to the CxA for information only. The CxA does not approve submittals (that is the engineer's job), but the CxA does comment to the Facilities PM if there is anything in the submittals that appears seriously wrong. The CxA should make sure that any submittal requirements for items key to commissioning are not left off constructor submittals.

Commissioning procedures include static inspection, startup, and functional test descriptions. The CxA writes and assembles these procedures as part of the commissioning plan as equipment information is available from submittals. As the documents are completed, they should be submitted to the PM and the designer for approval, and then to the constructor for scheduling. Meetings between the CxA and the constructor serve to further clarify the intent of the process and keep the constructor involved.

The final draft of the commissioning plan is completed during the early stages of construction after all equipment submittals have been approved and before equipment has arrived on the site. It starts with the requirements on a system-by-system basis and provides more detail based on the actual design and the equipment ordered. The commissioning plan developed at this point should have detailed information on the support required from constructor personnel. Specifically, each inspection and test should be annotated to show the responsible subcontractor.

6.7 The Commissioning Process—Static Inspection (Field Verification)

As the commissioning plan is completed, equipment is ordered, and the building foundation and framing is beginning, the static inspection phase of commissioning begins. The static inspection phase lays the foundation for equipment startup by confirming that equipment is installed in such a manner that it can function in a safe and effective manner. In general, this includes verifying items in the list below, among other things.

- Equipment location: Are unit locations according to plans and practical requirements? For example, is air handling units positioned to allow full access door openings for maintenance?
- Installation of instrumentation: Are installations performed according to manufacturers' requirements (such as laminar flow for flow sensing devices) and according to engineering requirements (such as duct pressure sensors located 3/4 of the distance to the furthest point in a VAV duct system)?
- Drain piping: Are drains sloped as specified and have pipes been pressure tested?
- Sheaves: Are all sheaves aligned properly?

- Connection to power and other utilities: Have utility connections been verified?

- Pipe and duct support: Are these items properly suspended for safety and function?

The CxA provides checklists[6] to construction personnel to carry out these inspections. These checklists incorporate manufacturers' requirements and other basic steps that typically would be done even without the commissioning process and, therefore, should not take a great deal more time to process than would the normal checkout procedure. As the constructor submits completed checklists, the CxA spot-checks the forms. If the checklists have not been completed accurately, shortcomings will become known as the group attempts to begin Functional Performance Tests (FPTs). If FPTs are cancelled and rescheduled, the constructor is responsible for the cost of repeat testing (an important notice to be included in the specifications).

Examples of inspection activities are as follows:

6.7.1 Piping and HVAC Ductwork

- During construction, piping and ductwork should be inspected for correct installation and should be pressure tested.
- Items affecting maintenance, such as valve locations, damper access panels, plumbing cleanout access, and sloped piping for drainage, etc., should be checked during construction inspections.
- Domestic water and sanitary sewer piping testing is a contractor quality assurance requirement—as well as a code requirement—and should be witnessed by Facilities' representative, the architect, or the CxA.
- Low-pressure (less than 3 inches static pressure water gauge) ductwork need not be pressure tested. However, all ductwork should be inspected visually before insulation for correct joining and supports.
- Testing, adjusting, and balancing (TAB) of air and water systems should have been preliminarily performed and ready for startup of the HVAC equipment. CxA to verify.

6.7.2 Air Handling Units and Other Major HVAC Equipment

- Air handling units (AHUs), make-up air units, rooftop heating and cooling units, and similar equipment should be inspected for mechanical items such as properly functioning case drains, filter seals, maintenance access, general air tightness, and vibration isolator supports.

[6] See Sample Checklist in Appendix "A"

- Control devices, such as sensors and actuators, should be verified as complete according to the Building Automation System (BAS) points list and control diagrams. These devices should be correctly located and completely and soundly installed.
- All electrical wiring is to be confirmed as installed properly, in conduit, terminated, grounded, and tested to confirm power and correct polarity (for motor rotation).
- HVAC piping should be inspected for air handling units, including coil connections, control valve locations, balance valves and test ports, bypasses, drain pans and traps, and maintenance isolation valves.
- Lubrication points for fan and motor bearings, as well as all movable supports, should be checked and mounting fasteners confirmed.

6.7.3 Building Automation System (BAS) Controls

- The controls contractor should perform a complete point-to-point checkout of all control devices throughout the building. Checkout is used to confirm that the engineer's point list is installed as designed. CxA to validate.
- For laboratories or other critical environments as defined by Facilities, all input and output devices in the critical zones should be calibrated to NIST (National Institute of Standards and Technology) traceable standard at the job site. Critical devices are defined in the contract documents in the I/O summaries or I/O list. Factory calibrations are not acceptable. The CxA must certify that this activity has taken place prior to Functional Performance Testing.

6.7.4 Electrical Systems

- During construction, power feeder cables are to be tested for proper insulation and dryness. Owner representative or CxA should monitor tests.
- Switchgear, panelboards, etc., are to be inspected for proper connections and grounding.
- Authorized testing companies should certify building electrical grounding and lightning protection systems.

6.7.5 Fire Protection and Life Safety Systems

- Fire service water line piping is to be flushed and tested; NFPA (National Fire Protection Association) certificate is required.
- Aboveground fire protection piping is to be flushed and tested (preferably per floor). Witness is normally by local fire officials. NFPA certificate is required.

- Smoke and heat detection sensors at air moving equipment are to be checked and verified for proper installation.

6.8 The Commissioning Process—Startup (Functional Verification)

Equipment is to be started up for the first time with required factory representatives in attendance. The equipment should be tested at all required speeds and preliminary programming should be completed as required to allow subsequent safe and easy starting. On most projects historically, the main issues that arise during equipment startup are related to control software for the temperature control system.

6.9 The Commissioning Process—Shakedown (Performance Verification)

After equipment has been proved at startup, Functional Performance Tests (FPTs) are to be conducted to confirm that the pieces work together. Tests must confirm that smoke causes air handling units (AHUs) to shut down and dampers to go into smoke-control modes. Other tests must assure that valves open on calls for heating and cooling and close when the set-point is satisfied. Tests should further assure that AHU economizer cycles respond to outdoor air temperatures and indoor calls for cooling, and that freeze protection actually shuts down the required equipment. AHU discharge temperature control should be checked at the unit and at the central energy management and control station.

Dampers should be cycled and checked for leakage, especially face and bypass dampers on steam coils. All actuators should be stroked full-open and full-closed to check for binding, calibration, and correct Building Automation System (BAS) addressing.

Functional tests include checking BAS parameters, such as programmed addresses, sensor calibration factors, occupied/unoccupied programming, and trend logging. Programming charts, sequences of operation, block wiring diagrams, and wiring termination diagrams should be included in the report. All BAS tuning variables, such as response times, damping variables, delays, and interlocks, should be included in the report.

Critical facilities, as defined by Facilities, will have the control input and output points loop calibrated. Inputs will be simulated with signal generators (4-20mA, 0-10vDC, etc.) and values reported on the central station console to be checked against published loop calibration tolerances of the manufacturer. Outputs will be loop calibrated so that when the system calls for an output device to be at the 50% open position, the device is physically checked to be in that position. 10% open and 90% open are also checked in addition to full open and full closed. Variable speed drives will also be checked in this manner.

A sample of items included in the subcontractor's Testing, Adjusting, and Balancing (TAB) report should be checked for accuracy. If a substantial failure rate is encountered, all failures should be corrected and a different sample chosen for a repeat test at the constructor's expense. Check all TAB parameters on AHUs and associated return/exhaust

fans. On critical facilities such as laboratories, clean rooms and data centers, Facilities may want to check 100% of the TAB readings

The Functional Performance Tests are the heart of the commissioning process, but they are also the most difficult and time consuming. This is when the team-building skills of the CxA pay off. If the CxA has succeeded in gaining the trust of the constructors by this time, the chances of completing the FPTs in a timely manner will be markedly increased. The best method of earning and keeping a good working relationship with constructors is constant communication. As the FPTs proceed, the CxA should constantly keep the constructors informed as to upcoming testing.

As inspection and testing proceed, the CxA may find a number of items that do not appear to work as intended. In some instances, the intended operation will be unclear and, in such cases, the CxA should submit a Request for Information (RFI) to the Facilities PM in the same manner that a constructor would submit an RFI. After confirming the intended mode of operation, the CxA can proceed with testing.

If equipment or systems are found to be malfunctioning, these problems should be listed on a deficiency form or listing. This form should indicate the test and item involved; it also tracks the status of the problem as it is corrected. The CxA will need to perform a varying amount of retesting because of system and equipment failures during the initial testing. The amount of retesting that is paid for by Facilities and the amount that is passed back to the constructor should be very clearly spelled out in the construction contract.

6.10 The Commissioning Process—O&M Staff Training and Documentation

A properly designed and constructed building cannot function properly without an adequately trained Operations & Maintenance (O&M) staff. Unfortunately, inadequate O&M training is a traditional shortcoming on most construction projects. Problems with O&M training include unqualified trainers, insufficient training time, and incomplete O&M manuals and record drawings. Training is often conducted before systems are fully functional (before the completion of performance verification testing), or is focused on *discrete* systems while failing to address the *interoperability* of modern building systems. Building users also tend to send the wrong personnel to training sessions, or miss scheduled training sessions entirely. The result of errors such as these will be an ill-prepared, overwhelmed O&M staff, and building problems from the start.

A qualified commissioning authority's requisite in-depth knowledge of the design intent and building systems makes them an ideal candidate to assist in O&M training. The following is a list of items that need to be prepared for an orderly transition of the building from construction to occupancy. The CxA is an ideal resource to help implement the following:

- **Review preventative maintenance plan.**
  This task is directly tied to the development of the O&M staffing. The commissioning authority can assist in a facility preventative maintenance plan that makes best use of O&M staffing to ensure that systems are properly maintained and running at peak efficiency.
- **Review facility record drawings.**
  The accuracy of facility records can be verified during functional and performance verification testing.
- **Prepare framed instructions showing the sequence of operations and interoperability for major systems and components.**
  Framed instructions displayed beside major equipment items (chillers, boilers, air handling units, HV units, emergency generators, etc.) can be a major aid for training, routine preventative maintenance, and equipment troubleshooting.
- **Review asset lists and Computerized Maintenance Management System (CMMS) input forms.**
- **Document warranty coverage and warranty claims procedures (both standard warranties and any extended manufacturer's warranties).** Most standard warranties provide one-year of coverage for major equipment items from the date of installation. This warranty date may be weeks or months before building turnover to the customer. In some instances, manufacturers will offer equipment warranties beyond the standard one-year period, while others may include limited services during the warranty period. This type of information is usually found either in the equipment documentation or in the O&M manuals. The CxA should research the appropriate documentation and prepare a consolidated warranty list for the customer.
- **Prepare a recommended list of spare parts, bench stock, overbuy, and special tools/equipment required for the first year of building operation.**
- **Review O&M manuals.**
  O&M training should never be performed without the benefit of completed O&M manuals. Regrettably, O&M manuals are often incomplete, or they are completed *after* the scheduled O&M training. The CxA can provide quality assurance by reviewing the O&M manuals for completeness, accuracy, and timeliness.
- **Coordinate and supervise constructor and subcontractor O&M training (using the system's O&M manuals and framed instructions).**
  Usually, the constructor should schedule all O&M training, but the commissioning authority can coordinate and supervise O&M training to ensure that it meets users' needs.

O&M training is not a traditional task for commissioning authorities, but it is one for which they are well suited. The constructor (with oversight by customer) traditionally provides the services shown above, or else the customer performs these tasks themselves. Unfortunately, many customers are not staffed to manage these activities. Customers

desiring the commissioning authority's assistance with O&M training should include specific O&M training tasks in their commissioning RFP.

6.11 The *Commissioning* Process - Final Report

By the completion of training or shortly thereafter, the CxA should have completed the commissioning final report. This report is a collection of all that has gone on before. As such, it contains copies of the following:

- OPR
- Basis of design
- Pre-functional checklists complete
- Functional checklists complete
- TAB reports
- System schematics
- Control strategies and set points
- Deficiency log
- Guidelines for energy accounting

The commissioning final report, the TAB report, the O&M manuals, and the record drawings and specifications form the bulk of the documentation that will be left with the O&M staff at the new building. Additional information on building controls that includes block wiring diagrams, as-built control diagrams and sequences of operation will also be included in either the commissioning final report or the O&M manual.

6.12 The Commissioning Process—Warranty Review and Seasonal Testing

- **The First Year of Building Operation**

  At the completion of training and all other work required by the contract documents, the building will be occupied. There should be a specific notice in the specifications indicating to the constructor that the successful completion of commissioning is a requirement for the issuance of the architect's final certificate.

  Issues may arise during the one-year warranty period, but if the CxA process has been followed, the issues should be minor and readily handled by the O&M staff armed with documentation and training. Overall, the commissioned building should provide the working environment required for the occupants and the O&M staff can concentrate on establishing an effective preventative maintenance program that should work for the life of the building.

- **Seasonal Testing**

  It is likely that certain parts of the building mechanical system cannot be adequately tested due to the season of the completion. For instance, testing of a boiler system might be difficult in the summer and testing of a chiller and cooling tower might be difficult in the winter. Checking an outside air percentage is much easier when there is a substantial difference in temperature between the outside air and the return air.

  For this reason, commissioning plans should include off-season testing to allow testing certain equipment under the most appropriate test conditions. This requirement must be clearly spelled out in the specifications because it will require some constructor personnel to return to the site after the project is completed. It is also necessary to withhold money for this activity in addition to that usually withheld for warranty items.

  It is also recommended to have the systems tested during the shoulder seasons (spring/fall). Items to look for include proper dehumidification sequences and partial load performance of mechanical systems.

- **Building Automation System (BAS) Trend-Logging**

  During the completion of Functional Performance Testing, the CxA is also asked to assist in the programming of the BAS to include the trend logging of a selected group of key performance indicators. These indicators usually include temperatures and pressures for boiler and chiller operations, duct pressures, outside airflows, and some typical variable air volume (VAV) boxes operating parameters, and unitary equipment performance parameters.

  Trend-logging is a valuable part of the training program and allows the staff to get started on the right foot, thus ensuring that the established building performance is maintained for the life of the building. Some specification writers may ask that temporary flow monitoring equipment be installed to verify system operation. The agency's designer should consider making the flow monitoring equipment permanent and include it as part of the project so that the operations and maintenance staff can continue to use the instrumentation.

Section 7 – Transition Program

7.1 Project Closeout

The process of project closeout is not a sole responsibility of the Facilities Commissioning Program. In fact, the closeout process will engage all of the project stakeholders in a systematic approval process that will aid in the transition of the project from a state of construction to occupancy. The CxA will have specific tasks within the process and will also perform the role in administering and documenting the completion of this program. Facilities Building Management (DFBM) has developed the Building Acceptance - Occupancy Approval Process & Checklist for use with all of our construction projects. The process & checklist is a management tool for assuring the successful completion and satisfactory occupancy for our projects. It provides a summary of actions and goals to be performed by and information to be produced by the project designers, contractors and Facilities personnel.

To assist the project designers, contractors, and Facilities FM personnel during the construction phase of each project, the checklist identifies multiple series of related actions, tasks, milestones and information submittals that should be considered for each project. The checklist is not comprehensive; it must be modified for the specific requirements for each project, which will require the coordination of the CxA with the entire project team - deleting items that are not applicable and adding items as appropriate.

The Facilities Building FM Management Team, including personnel from Corporate Planning (CP), Project Management & Construction (PMC), Facility Operations (FOps) and Resource Planning (RP) is responsible for making sure that each checklist item and any other project specific issue is identified and incorporated into the custom checklist for each project.

In the following text, each checklist item is defined. These definitions provide a brief explanation of the actions or items and describe why these actions are beneficial to the successful completion of the construction project. Some of the definitions also include the purpose or use to which these actions will be put.

A PROJECT START

Successful project management depends on developing a plan & schedule for getting to the end of the project - a road map. For each new project, the Facilities Project Management Team will meet with the designer and contractor to create the project plan and schedule. In addition to identifying the specific items required by the project, the time frames shown in the checklist should be adjusted to account

for the duration of the construction schedule. Other tasks should also be completed at the start of the project.

A.1 Prepare construction emergency contacts list, post on the Facilities FM network and Facilities CxAlloy website. Distribute to all stakeholders.

The Facilities project manager shall prepare and maintain a directory of emergency contact telephone numbers for the architect, consulting engineers, contractor and primary subcontractors (particularly site, mechanical, electrical and fire protection subcontractors). The emergency contacts list should include the network communications help desk number for emergencies, such as scheduled and unscheduled outages for splices, cable cuts or other line damage.

A.2 Facilities management administrative activities

The Facilities Project Management Team will accomplish the following tasks:

A.2.1 Project construction overview meeting

As described above this meeting shall be conducted to adjust project plan and schedule, with consideration for proper advance notices, for the quantity and recipient(s) of deliverables, activities and inspections.

A.2.2 Building plans to building services / facilities management

Building Services / Resource Management will analyze the design documents to determine the requirements for building maintenance and custodial staffing, supervisory assignments, schedule for hiring, etc.

A.2.3 Building equipment preventative maintenance identification designations

From facility management reviews of the 100% design construction documents, the ID numbers for all of the building equipment and appropriate building systems shall be provided to the general contractor and subcontractors for tagging this equipment as it is installed. These ID’s should include identification of utilities, valves, tap points, equipment, service access, test points, and related features.

A.2.4 Facilities management and other Facilities customers notified of anticipated occupancy date.

The anticipated occupancy date will be used to establish a milestone to benchmark the entire checklist against.

A.2.5 Date confirmed with Facilities FM Security for lock installation and keying.

The FM lock shop will be informed early in the construction process about issues related to door and hardware deliveries. With consideration of the anticipated occupancy date, their schedule for lock installation and keying can be planned to assure that the building is ready before occupancy.

B CONSTRUCTION PROGRESS INSPECTIONS

During the construction phase of the project, the CxA and other consultants will perform regular site observations. The CxA will provide detailed reports as to the status and adherence to the construction documents, in compliance with Facilities' design and construction standards and with consideration to the maintenance and operation of the building systems. This is a contractual requirement for our commissioning providers. This is part of the on-going quality process that is commissioning. We ask for this because this is what commissioning buildings is all about.

B.1 Periodic inspections by the Facilities commissioning coordinator and/or project manager to invite other Facilities FM personnel as appropriate.

B.2 Environmental Health and Safety office

The EH&S personnel use these opportunities to inspect the building regarding the issues as required by Facilities policies and regulations. They will verify that buildings are capable of handling any hazardous waste products that may be generated.

C COMMISSIONING ACTIVITIES

Commissioning is a critical component of the construction process at Facilities. The commissioning authority is charged with the responsibility of defining the testing necessary to validate that each new building will perform in accordance with its intended design.

C.1 Construction Tests

Construction tests are performed on building systems to verify that the in-place construction will perform as it is intended, i.e. to keep the rain and weather out, to insulate properly and in the case of building equipment, to operate at 100% of its designed / manufactured capacity.

Examples of these tests are:

C.1.1 Roof Assembly test
Test to validate the roof system will withstand the live loads and wind loads that may bear on it, AND

To keep the rain and weather out…

C.1.2 Window Assembly Water Test
Test to validate the windows will withstand the rain and wind loads that may bear on it, AND
To keep the rain and weather out…

C.2 Special Equipment (Customer or Building Operations)
Any special equipment that will be installed in a building shall be defined as to purpose, location, operation, testing for functionality and accessibility for maintenance and future replacement.

C.2.1 Review location and required utility connections

C.2.2 Review special maintenance requirements

C.3 Fire alarm inspection by engineer/consultant and system certification by (sub)contractor (NPFA13,72)

C.4 Elevator inspection by commissioning authority or consultant, and elevator coordinator for use by general contractor

C.5 Elevator inspection by state inspector, consultant, PMC project manager and FM elevator coordinator for Facilities use and operation

Facilities network to verify elevator phone line

C.6 Chiller inspection by project managers, engineers and mechanics for construction operation

C.7 Chiller inspection by project managers, engineers and mechanics for Facilities use and operation
See C.6 above.

C.8 Endorsement of general contractor's insurance company for beneficial occupancy (if applicable)

This activity provides the project manager a confirmation that aspects of the construction contract have been fulfilled with regard to proper insurance coverage and release.

C.9 Endorsement of Facilities Surety for beneficial occupancy (if applicable)

C.10 Contact Facilities Risk Management to start Facilities insurance coverage

D NETCOM

The Network Communications Department at Facilities Information Systems (IT) is responsible for the inspection and acceptance of contractor installed wiring & wiring pathways and the spaces dedicated to communications within the facility. Typically (IT) is responsible for the equipment and final installation activities to properly connect each building to the Facilities telephone and computer systems, including making the terminations at each telephone and computer connection. In some cases, IT may directly install wiring and wiring pathways within the facility. To properly install, service and maintain these systems within the facility, IT must have the opportunity to inspect the contractor-installed systems before they are enclosed in wall and ceiling assemblies. As part of fulfilling this checklist, the project manager shall coordinate with IT personnel and the contractor to establish the schedule for fulfilling these inspection and installation requirements as the construction work progresses.

D.1 Communication rooms - inspection & acceptance by IT

Completion to include wall, ceiling and floor finishes plus backboards and grounding. A door with a construction lock is required at this stage as well as "live" power to AC outlets.

D.2 Horizontal & vertical pathways - IT acceptance of contractor installed raceways, conduits and wiring (station cable)

Inspection for cable pathways completion to Facilities' specs and wiring installation to acceptable practices.

D.3 Entrance pathways - IT acceptance of contractor installed building service entrance

D.4 Installation of IT provided equipment and terminations (and possible vendor installed wiring) and system activation.

Contingent upon communications room completion and acceptance.

D.5 Installation of IT vendor installed entrance cable

D.6 Removal of provided AE/contractor telephone equipment

D.7 Final shut-off of construction telephone and network access connections, including stopping monthly invoicing. If applicable.

E FACILITIES FM TRAINING

E.1 Training of facilities operations personnel on building systems

The need for the training to occur during this time frame is so the appropriate personnel can be trained on the actual operation of the equipment. They will be responsible for this equipment, and they need to fully understand it and have the opportunity to ask questions, before the building is turned over to facilities operations.

F 30 DAY MEETING

Status update on schedule and issues 30 days from acceptance.

G FINAL INSPECTIONS AND PUNCH LISTS

G.1 General contractor's preliminary punch list

A preliminary punch list by the contractor should be accomplished towards the end of the construction phase of the project. Ideally, the contractors punch list should be documented in writing and distributed to the rest of the project team. All items on the punch list should be completed by the contractor and his subcontractors prior to the start of the architects and engineers punch list.

G.2 Punchlists prepared by architect, engineers and consultants

The creation of the architect's punch list should be coordinated by Facilities' project management team and attended by an owner's representative who has been active and familiar with the project. The engineers and consultants punch list should be coordinated and input on an ongoing basis in Facilities' database (TBD) commissioning tool.
Punch list for substantial completion

G.3 Punchlists prepared by commissioning consultant, Facilities' project manger and team should be documented in Facilities' database tool (TBD).

G.4 Owner Insurance Provider inspection of life safety systems, PMC project manager and other Facilities personnel present

These are all life safety issues and equipment functionality needs to be verified at least 30 days before building turnover. These items need to be approved for proper operation before the facility is accepted and documented in Facilities' database (TBD).

G.5.1 Fire alarm system
G.5.1.1 Connect fire alarm system to fire & police department (if applicable)

G.5.2 Fire sprinkler/suppression systems

G.5.2.1 Connect fire pump alarm to fire & police department (if applicable)

G.5.3 Fire pump test

G.5.4 Emergency generator operation/load bank test

G.5.5 Fire extinguishers (installed and functional)

G.5.6 Other life safety systems and equipment

G.6 Local jurisdiction fire protection inspection completed

G.7 Local jurisdiction building inspections completed

G.8 Local jurisdiction certificate of occupancy issued

H FACILITIES FINAL CLOSE-OUT TASKS

H.1 Facilities' locks installed

Locks are required to assume ownership of the building and ensure the security of customer areas, mechanical rooms, etc.

H.1.1 Maintenance shops and custodial receive keys

H.1.2 Facilities security receive (master) keys

H.1.3 Communications rooms keyed

H.2 Building signage installed

H.3 General Contractor's final building cleaning

H.4 Facilities custodial final inspection for acceptance

Final cleaning by the contractor and acceptance by Facilities custodial provides a positive hand-off of cleaning responsibilities.

H.5 Facilities custodial first cleaning

H.6 Facilities utility meter activation

Facilities utility meter activation transfers utility cost from the construction budget to the building operating expense.

I PROJECT CLOSE-OUT DOCUMENTS

We ask for this volume of work to allow us to have the tools we need to take over the care of a new building. These documents will be used to facilitate our effort to care for the structure and its occupants.

I.1 Project construction records transferred to PM central filing for reference.

Including all construction correspondence, change orders, test reports, financial records, surveys, etc.

I.2 Project records transferred to FM archives and/or Facilities Management

I.3 All of the general contractor's close-out documents shall be reviewed and approved by the architect and received and accepted by Facilities.

I.3.1 Index of complete GC close-out documents attached to all parts of the GC Close-out Documents Submittal

We ask for this document to have an organized list of all documents furnished on a project for our reference at any time. We use this list to quickly determine just what has been prepared for that particular building.

I.3.2 Directory of all contractor, subcontractor, manufacturer and vendor information

We ask for this information so that we can find names, addresses, and phone numbers of all players in the project. We use this to contact anyone we need to in the care of the building. The information should include contact name, company address, telephone number, facsimile number and email address with each referenced to service provided or system or material installed, etc.

I.3.3 Copies of all certifications

We ask for this so we will know what issues have been documented. We use this to find out the particulars of any single issue that has been noted or certified in case we need to look into this particular part.

Include the following items:
Appropriate certifications and acceptance information
Use and occupancy permits
Certificate of inspection from fire marshall
DOL on pressure vessels, boilers, elevators, etc.
Public health inspections
Inspections by other governing authorities

I.3.4 Copies of all general contractor-provided maintenance agreements and service contracts

We ask for these so we will have the information gathered on these agreements. We use this to find out what the particulars of these agreements are when a question arises about the doing of any one issue. This allows us to get into the details and fix the problem. The information should include contact name, company address, telephone number, facsimile number and email address referenced to service provided or system or material installed, etc.

I.3.5 Copies of all general contractor obtained construction materials testing reports

We ask for these in order to be aware of just what issues of testing, such as concrete strength, the contractor did and recorded. We use these to answer questions that come up in the care of the building such as add-ons or repairs.

I.3.6 As-built drawings

As-Built drawings are needed to be able to maintain and troubleshoot building systems from the first day of ownership. Locations and descriptions of equipment are required prior to ownership to establish the preventative maintenance program for the building.

We ask for copies of the as-builts so that we can see that they are distributed to everyone who needs them. We all use these to do our particular thing – such as answer questions about adding on to some utility line, etc. We know the groups that have this need for such archives; building mechanic, zone shop, and IT.

A copy of construction drawings with the contractor's construction notes added may be submitted to Facilities for reference until the final as-built electronic and hard-copy documents have been delivered. The project manager should consider delivery and acceptance of these preliminary and final documents as a prerequisite for reductions in withholding and final payment.

As-built drawings must show all field changes.

I.3.6.1 As-built drawings reviewed and approved by architect, engineer, and commissioning authority

I.3.6.2 As-built Drawings (electronic and hard copy) received and accepted by Facilities and posted in Facilities Management database (TBD)

I.3.6.3 As Built drawings distributed within Facilities (commissioning coordinator) using CAFM Tool in FMIS pulled from Facilities database (TBD).

I.3.7 O&M manuals completed, reviewed by A/E team, and commissioning authority. O&M manuals are needed so we can familiarize the building mechanics with the equipment before it is covered up and they can compare the manuals to the actual equipment. Equipment specs provide repair/replace material requirements to establish warehouse requirements for maintenance support.

The O&M manuals should be delivered to the commissioning authority in advance of the thirty-day delivery target in the schedule. The ONLY exception to this O&M manual delivery goal is for projects of 90 days or less duration, in which case these manuals must be delivered as soon as possible, but, at a minimum, prior to completion of the project.

O&M manuals must include the information as outlined in the specifications but at a minimum contain the following information:

a. Description of each unit and component parts, clearly identifying the specific part installed – if cut sheets are used, plainly mark the item included in the work
b. Manufacturer's printed operating and maintenance instructions with drawings and text to clearly illustrate proper operation and a logical sequence of maintenance procedure.
c. Servicing and lubrication schedule with list of lubricants. Show last contractor service and date for first FM service.
d. Preventative maintenance instructions for each piece of equipment.
e. As-installed control diagrams by controls manufacturer including sequence of operations.
f. Performance data information on all mechanical components and equipment, such as pump curves.

The general contractor and architect shall be directed to finish the submittal process as early in the construction schedule as possible.

Goal for O&M manuals delivery to be as soon as contractor's completed submittals are approved.

I.3.8 As-installed building finishes data submitted, reviewed by A/E team, and received and accepted by Facilities.

We ask for these specific paint formulas and for their usage location to be shown on the prints so that we can care for the building. This is particularly important for touch-up work. As-built building finishes data must include the following information:

a. Schedule of installed finishes.
b. Cleaning care instructions with manufacturers recommended agents and methods.
c. Paint Schedule for all surfaces, with paint manufacturer's paint mixture formulas.

I.3.9 As-built building systems data submitted, reviewed by A/E team, commissioning authority and received and accepted by Facilities.

We ask for this in order to have information necessary to care for the building, to be able to adjust systems to optimize performance, and for training of our staff. As-built building systems data must include the following information:

a. Installer’s coordinated drawings with installed color-coded piping diagrams and wiring diagrams.
b. As-installed electric circuit directories of panel boards.
c. Charts of valve tag numbers with the location and function of each valve.

I.3.10 Attic stock received and accepted

Attic stock needs to be stored before the customers start moving into the building. Materials are often needed immediately after the customers move in due to minor damages associated with the move. If attic stock is not stored before move in, customers tend to need extra storage space and will acquire the unclaimed open areas.

I.3.11 Computer for monitoring building systems installed and functioning

Mechanics need the ability to monitor the building systems prior to customers moving in so that they can monitor what is going on in the building. This also allows time for training on the computer.

I.3.12 Warranty summary information
I.3.14 Warranties, including all guarantees and bonds executed by vendors, manufacturers, suppliers and subcontractors received and accepted

Warranty information is needed so that we can determine who has the repair responsibility and for how long. We do not want to void any such warranty by performing maintenance that prematurely places equipment liability with facilities operations.

I.4 All of the Facilities close-out documents shall be prepared by facilities management and reviewed by project management & construction and plant.

I.4.1 Copy of Owner-Contractor Agreement

We ask for this to have the document that states the particulars of the arrangements between these two entities. We use this to answer any potential questions about this agreement that might come up such as who exactly is responsible for a particular issue.

I.4.2 Test and Balance Report delivered and accepted

Test and Balance is needed as a baseline to ensure proper air distribution and as a reference for future troubleshooting.

I.4.3 Copies of all Facilities-provided maintenance agreements and service contracts

We ask for these so we will have the information gathered on these agreements. We use this to find out what the particulars of these agreements are when a question arises about the doing of any one issue. This allows us to get into the details and fix the problem. The information should include contact name, company address, telephone number, facsimile number, and email address referenced to service provided or system or material installed, etc.

I.4.4 Copies of all Facilities obtained Construction Materials Testing Reports

We ask for these in order to be aware of just what issues of testing, such as concrete strength, the contractor executed and recorded. We use these to answer questions that come up in the care of the building such as add-ons or repairs.

I.4.5 Copy of the final Design Intent program document

I.4.6 Copy of all Owners obtained final surveys

I.4.7 Copy of all Owner obtained geotechnical reports and soils analysis reports

I.4.8 Copy of all Owners obtained seismic reports

I.4.9 Final Commissioning Report delivered

I.4.10 COMMISSIONING IS SUBSTANTIALLY COMPLETE

I.5 Complete sets of final building close-out documents distributed within Facilities (project manager & commissioning coordinator). See action J.3.6.3 above.

J BUILDING COMPLETION

J.1 Jurisdiction Certificate of Occupancy

The local jurisdiction Certificate of Occupancy is merely an instrument of the county's acknowledgement that the building appears to comply with the minimum requirements of applicable building and life safety codes for occupancy. It does NOT constitute formal approval that the building is completely finished nor completely functional and serviceable.

J.2 General contractor certification of training completion and Facilities acceptance

J.3 General contractor notice to architect of substantial completion

J.4 Substantial Completion Certificate prepared and signed by the architect

J.4.1 Outstanding punchlist inspection attached.

J.5 Substantial Completion Certificate signed by general contractor

J.6 Substantial Completion Certificate received and accepted by Facilities

J.7 FM directors final building inspection (walk-through)

K POST-OCCUPANCY INSPECTIONS & EVALUATIONS

K.1 WARRANTY INSPECTIONS

K.2 General contractor evaluations

K.2.1 Optional subcontractor evaluations

K.3 Architect, engineer and consultant evaluations

SECTION 8 - DEFINITIONS

***Acceptance*:** A contractually defined action that permits an activity to commence or continue.

***Basis of Design*:** A document that records the concepts, calculations, decisions, and product selections used to meet the Owner's project requirements and to satisfy applicable regulatory requirements, standards, and guidelines. The document includes both narrative descriptions and lists of individual items that support the design process.

Construction Management: Construction management is a professional service that applies management techniques to the planning, design, and construction of a project from inception to completion for the purpose of controlling time, cost and quality. PMs and CMs share a commonality which focuses resources on time, cost, and schedule.

***Commissioning*:** See Commissioning Process.

***Commissioning Activity*:** A component of the commissioning process.

***Commissioning Authority*:** An entity identified by the Owner who plans, schedules, and coordinates the commissioning team to implement the commissioning process.

***Commissioning Plan*:** A document that outlines the organization, schedule, allocation of resources, and documentation requirements of the commissioning process.

***Commissioning Process*:** A quality-focused process for enhancing the delivery of a project. The process focuses on verifying and documenting that the facility and all of its systems and assemblies are planned, designed, installed, tested, operated, and maintained to meet the Owner's project requirements.

***Commissioning Process Progress Report*:** A written document that details activities completed as part of the commissioning process and significant findings from those activities; it is continuously updated during the course of a project.

***Commissioning Process Report*:** A document that records the activities and results of the commissioning process.

***Commissioning Team*:** The individuals who, through coordinated actions, are responsible for implementing the commissioning process.

***Construction Checklist*:** A form used by the contractor to verify that appropriate components are on-site, ready for installation, correctly installed, and functional.
ASHRAE Guideline 0-200X, *The Commissioning Process.*

***Construction Documents*:** This includes a wide range of documents, which will vary from project to project, Owner's needs, regulations, laws, and countries. Construction documents usually include the project manual (specifications), plans (drawings) and general terms of the contract, especially those required by subcontractors and vendors, suppliers and manufacturers of equipment, assemblies and systems.

***Continuous Commissioning Process*:** A continuation of the commissioning process well into the occupancy and operations phase to verify that a project continues to meet current and evolving Owner's project requirements. The continuous commissioning process activities are on-going for the life of the facility.

***Contract Documents*:** This includes a wide range of documents, which will vary from project to project, Owner's needs, regulations, laws, and countries. It frequently includes price agreements, construction management process, sub-contractor agreements or requirements, requirements and procedures for submittals, changes, and other construction requirements, timeline for completion, and the construction documents.

***Coordination Drawings*:** Drawings showing the work of all trades to illustrate that equipment can be installed in the space allocated without compromising equipment function or access for maintenance and replacement. These drawings graphically illustrate and dimension manufacturers' recommended maintenance clearances.

***Issues Log*:** A formal and ongoing record of problems or concerns, and their resolution, which have been raised by members of the commissioning team during the course of the commissioning process.

***Nominal Group Technique*:** A formal, structured brainstorming process used to obtain the maximum possible ranked input from a variety of viewpoints in a short period of time. The typical approach is a workshop session where a question is presented, the attendees record their responses individually on a piece of paper, the individual responses are recorded on a flip chart without discussion in a round-robin fashion, all of the responses are discussed, and then the individuals rank their top five responses.

***Owner's Project Requirements*:** A written document that details the functional requirements of a project and the expectations of how it will be used and operated. This includes project and design goals, measurable performance criteria, budgets, schedules, success criteria, and supporting information.

Project Manager: A project manager is the person assigned responsibility and accountability for the project. This person is responsible for delivering the project in the agreed schedule, to the correct technical specifications, i.e., defined to meet user requirements, and within the approved budget and other specified criteria.

***Retro-Commissioning*:** The commissioning process applied to an existing project that was not previously commissioned; this guideline does not specifically address retro-commissioning.

***Systems Manuals*:** A system-focused composite document that includes the operation manual, maintenance manual, and additional information of use to the Owner during the occupancy and operations phase.

***Test Procedure*:** A written protocol that defines methods, personnel, and expectations for tests conducted on components, equipment, assemblies, systems, and interfaces among systems.

***Training Plan*:** A written document that details the expectations, schedule, budget, and deliverables of commissioning process activities related to training of project operating and maintenance personnel, users, and occupants.

***Verification*:** The process by which specific documents, components, equipment, assemblies, systems, and interfaces among systems are confirmed to comply with the criteria described in the Owner's project Requirements.

SECTION 9 - ROLES AND RESPONSIBILITIES

Understanding and defining the role of each participant is vital to the success of the commissioning process. This section provides an example of the responsibilities of each participant in a comprehensive commissioning process. These responsibilities shall be documented in the contracts between Facilities and the contractor(s), and Facilities and the design professionals. The responsibilities of each participant should be included in the contract documents.

The responsibilities of Facilities, commissioning authority, design professionals, Facilities project manager, general contractor, and manufacturers are detailed below.

9.1 Facilities PM

- Include a statement regarding design professional commissioning responsibilities and scope in the request for design services.
- Develop and commit to the Owner's project requirements for the facility and its use.
- Assign operations and maintenance personnel and schedule them to participate in the various meetings, training sessions, and observations/inspections as follows:
    - Design phase coordination meetings
    - Construction phase coordination meetings
    - Initial owner-training session at initial placement of major equipment
    - Maintenance orientation and inspection
    - System testing verification meetings
    - Procedures meeting for testing systems
    - Owner's training session
    - Verification demonstrations
    - Functional performance tests
    - Final review at acceptance meeting
- Review and approve any changes made to Owner’s project requirements
- Review and approve the construction documents
- Review and comment on the commissioning authority’s commissioning process
- Review and comment on the commissioning authority’s progress reports
- Review and comment on the commissioning authority's verification reports
- Review and accept the commissioning authority's commissioning process report

9.2 Commissioning Authority

- Organize and lead the commissioning team.
- Facilitate and document the Owner's project requirements.
- Verify that the commissioning process activities are clearly stated in all scopes of work.
- Integrate the commissioning process activities into the project schedule.
- Prepare a commissioning plan that describes the extent of the commissioning process to accomplish the Owner's project requirements. Update the commissioning plan during each phase of the project to incorporate changes and additional information.
- Review and comment on the ability of the design documents to achieve the Owner' project requirements for the commissioned systems and assemblies.
- Prepare the commissioning process activities to be included as part of the project specification. Include a list of all individual trade contractor responsibilities for all the commissioning process activities (list contractors by name, firm, and trade specialty, if known).
- Execute the commissioning process through the writing and review of commissioning process reports, organization of all commissioning team meetings, tests, demonstrations, and training events described in the contract documents and approved commissioning plan. Organizational responsibilities include preparation of agendas, attendance lists, arrangements for facilities, and timely notification to participants for each commissioning process activity. The commissioning authority shall act as chair at all commissioning events and ensure execution of all agenda items. The commissioning authority shall prepare minutes of every commissioning process activity and send copies to all commissioning team members and attendees within five workdays of the event.
- Review the plans and specifications (during pre-design and the design phases) with respect to their completeness in all areas relating to the commissioning process. This includes verifying that the Owner's project requirements have been achieved, and that there are adequate devices included in the design to properly test the systems and assemblies and to document the performance of each piece of equipment, system, or assembly.
- Schedule all document review coordination meetings.
- Attend the project's pre-bid meeting to detail the design professional or contractor commissioning process requirements.

- Schedule the pre-design and pre-construction commissioning process meeting within 45 days of the award of the contract at some convenient location and at a time suitable to the attendees. The purpose of this meeting will be reviewing the complete commissioning process and establishing tentative schedules for the design phase and construction phase commissioning activities.
- Develop the initial format to be used for issues logs throughout and for each phase of the commissioning process.
- Schedule the initial Owner training session so that it will be held immediately before the contractor training. This session will be attended by Facilities' O&M personnel, the design professionals, the contractor, and the commissioning authority. The commissioning authority will review the Owner's project requirements and the design professional(s) will review the basis of design.
- Coordinate the development of contractor training.
- Attend a portion of the contractor training sessions to verify the Owner's project requirements are achieved.
- Receive and review the systems manuals as submitted by the contractor. Verify that they achieve the Owner's project requirements. Insert systems descriptions as provided by the design professional(s) in the systems manuals.
- Witness system and assembly testing. Verify the results and include a summary of deficiencies.
- Supervise the commissioning team members in completion of tests. The test data will be part of the commissioning process report.
- Periodically review record drawings for accuracy with respect to the installed systems. Request revisions to achieve accuracy.
- Verify that the systems manuals and all other design and construction records have been updated to include all modifications made during the construction phase.
- Repeat implementing tests to accommodate seasonal tests or to correct any performance deficiencies. Revise and resubmit the commissioning process report.
- Prepare the final commissioning process report.
- Assemble the final documentation, which includes the commissioning process report, the systems manuals, and all record documents. Submit this documentation to Facilities for review and acceptance.
- Recommend acceptance of the individual systems and assemblies to the Owner (per the defined project requirements).

9.3 Design Professional

- Participate and assist in the documentation of the initial Owner's project requirements.
- Document revisions to the Owner's project requirements and obtain approval from the Owner.
- Document the basis of design.
- Prepare contract documents, including the integration of the commissioning process requirements and activities provided by the commissioning authority.
- Prepare contract documents that coordinate required interfaces between systems and assemblies.
- Attend the pre-design and design phase coordination and review meetings.
- Attend the construction phase pre-bid and pre-construction meetings as scheduled by the commissioning authority.
- Specify and verify that the operation and maintenance of the systems and assemblies has been adequately detailed in the construction documents.
- Review and incorporate, as appropriate, the commissioning authority's comments from their submittal reviews.
- Participate in the initial operation and maintenance personnel and occupant training session by presenting the project basis of design.
- Participate in other training as detailed in the training program.
- Review test procedures submitted by the contractor and or CxA.
- Review and comment on the commissioning authority's periodic commissioning process progress reports and issues log reports.
- Review and accept record documents as required by contract documents.
- Review and comment on the final commissioning process report.
- Recommend final acceptance of the systems to Facilities.

9.6 General Contractor

- Include costs for commissioning process activities in the contract price.
- Include commissioning process requirements and activities in all contractors' contracts.
- Provide adequate accessibility as required to properly operate and maintain the facility.
- Issue a statement that certifies all work has been completed and the facility is operational, in accordance with contract documents.
- Provide acceptable representation with the means and authority to prepare and

coordinate implementation of the commissioning process as detailed in the contract documents.

- Issue the appropriate final reports to the design professionals for review and acceptance.
- Remedy deficiencies identified by the commissioning authority during their verification of the installation or tests.
- Review and comment on the final commissioning process report.

9.7 Trade Contractor(s)

- Include costs for commissioning process activities in the contract price.
- Include commissioning process requirements and activities in each purchase order or subcontract written.
- Obtain cooperation and participation of all subcontractors and manufacturers.
- Attend the pre-construction and commissioning team meetings.
- Include commissioning process milestones in the project schedule.
- Implement the training program as detailed in the contract documents.
- Provide submittals to Facilities, design professionals, and the commissioning authority.
- Notify the commissioning authority when systems and assemblies are ready for testing.
- Demonstrate the performance of assemblies and/or operation of systems to the commissioning authority.
- Complete the construction checklists as the work is accomplished. Provide the completed construction checklists to the commissioning authority.
- Continuously maintain the record drawings and submit as detailed in the contract documents.

9.8 Manufacturers

- Provide all the information required for the operation and maintenance of the system or assembly as part of the initial submittal.
- Provide the requirements to maintain the warranty as part of the initial submittal.
- Coordinate and accomplish factory tests as detailed in the contract documents.
- Provide training as detailed in the training program contained in the contract documents.
- Demonstrate operation and performance of the system or assembly as detailed in the contract documents.

APPENDIX A – SCOPE OF WORK (SAMPLE DOCUMENT)

1.0 General

The **[Facilities Inc., *insert Project Name]*** is committed to commissioning this facility to ensure that all systems are complete and functioning properly prior to substantial completion and that facility staff have adequate system documentation and training.

The commissioning process shall oversee and coordinate the traditionally separate functions of equipment startup, system performance testing and balancing, control system calibration, construction and system documentation, and training.

Specific requirements of the commissioning process and responsibilities, duties, and obligations of the commissioning authority (CxA) team are described in Section 2, Commissioning Tasks. To accomplish these tasks, the CxA shall be required to coordinate his or her activities with other entities. The specific responsibilities of the mechanical contractor and his or her associated subcontractors are defined in Division 15, and those of the electrical contractor and his or her associated subcontractors in Division 16 of the contract documents. The commissioning process does not take away from or reduce the responsibility of the project designers or installing contractor to provide a finished and fully functioning product.

The primary role of the CxA shall be to develop and coordinate the execution of a commissioning plan; observe and document the installation, checkout, startup, and equipment and system testing to establish that equipment and systems are functioning in accordance with the requirements of the contract documents; and to assist Facilities in developing correct and complete documentation of the construction effort. The CxA will not be responsible for design concept, design criteria, compliance with codes, design, or general construction scheduling, cost estimating, construction management, or construction supervision. The CxA may assist the design team with design issues, problem solving, or the correction of construction non-conformance or deficiencies, but ultimate responsibility for meeting the project objectives and requirements resides with the A/E team and general contractor.

2.0 Commissioning Tasks

The following tasks will be accomplished by the CxA to provide commissioning during programming, design and construction, acceptance, and warranty phases of the project.

2.1 Systems to Commission

Specific systems that shall be commissioned include:

- Building automation systems, including linkages to remote monitoring and control sites.
- Chillers, pumps, piping, cooling towers, and associated equipment.
- Boilers, pumps, piping, and associated equipment.
- Air handling units.
- Exhaust fans.
- Terminal units.
- Unit heaters and unit ventilators.
- Heat exchangers.
- Computer room A/C units.
- HVAC and control systems.
- Plumbing systems.
- Fire protection systems.
- Service water heaters, pumps, and associated equipment.
- Compressed air and vacuum system equipment.
- Emergency power and uninterruptible power supply (UPS) system.
- Utility metering systems.
- Smoke control systems – interfaces, egress pressurization.
- Fire alarm systems.
- Security, access control, and CCTV systems.
- Lighting control systems.
- Voice/data communications systems.
- Public address systems.
- Power distribution system.
- Electrical system from the building entrance through the main switchboard, switchgear, and to the distribution panels.

2.2 Design Phase

The CxA shall complete the following tasks during the design phase:

- Coordinate and supervise the commissioning work during design.
- Prepare and distribute the design phase commissioning plan.

- Attend initial meetings with **[*insert date*]** and design team to discuss role of CxA, and coordination of design.
- Obtain the **[*insert Project Name*]** "Owner's Performance Requirements" information and the "Basis of Design" information from the Owner and design team.
- Provide design and constructor team members with commissioning items to be considered during design.
- Perform a focused design review at the end of design development, 50%,75% and 95% design stages, which shall include the following: a) input regarding making the building easier to commission; b) how building O&M can be made easier (accessibility and system control, etc.); and c) how utility usage and indoor environmental quality can be improved.
- Revise and prepare commissioning specifications for the construction bid documents for all systems and equipment that are to be commissioned.
- Have the commissioning specifications approved by the A/E team and included in the A/E construction specifications.
- Prepare draft functional tests for equipment and systems to include in specifications.
- Submit test procedures to design team for review and comments.
- Attend three-design team review meetings to discuss comments on plans and coordinate specifications.
- Review bids and contractor pricing regarding commissioning activities and submit evaluations to the **[*Project Name/PM*]**.

It is assumed that the A/E will provide adequate written design intent, basis of design, and full sequences of operations, complete with points lists and control schematics for all equipment and systems for inclusion in the O&M manuals and for the CxA to use in writing functional tests.

2.3 Construction Phase

The CxA shall complete the following tasks during the construction phase:

- Conduct a partnering meeting with the constructor team to discuss commissioning scope, plan, and schedule.
- Coordinate the commissioning work and, with the general constructor (GC) and Facilities project manager (PM), ensure that commissioning activities are being scheduled into the master schedule.
- Continue to update schedule and coordination throughout construction with GC and subcontractors.

- Submit final commissioning plan for construction with coordination and activities for **[*insert Project Name*]** and GC review.
- Review and approve normal contractor submittals applicable to systems being commissioned for compliance with commissioning needs, concurrent with the A/E reviews.
- Ensure that O&M material is submitted to the CxA team as the contractor receives it. This material will be needed to assist in finalizing startup and testing procedures.
- Prepare final pre-functional and final functional test procedures for the equipment and systems.
- Submit test procedures to contractor for comments on appropriate startup, operations, and systems safety.
- Coordinate with the contractor to witness startup of major equipment.
- Review and approve TAB execution plan.
- Perform monthly site inspection during rough-in of systems and equipment.
- Maintain a deficiency log of any items found to be a problem, poorly installed, or discrepancies.
- Attend up to **[*insert quantity*]** on-site meetings for review of progress, coordination, and issues resolution. More than **[*insert quantity*]** on-site meetings will be considered work outside the normal scope of work.
- Witness a sample of pipe test and flushing procedure, sufficient to be confident that proper procedures were followed.
- Witness a sample of any ductwork testing and cleaning procedures, sufficient to be confident that proper procedures were followed.
- Witness a sample of checkout, TAB, end-to-end testing, and calibration of controls.
- Observe first pre-functional test of each type of system, including mechanical, controls, electrical, and specialty systems.

2.4 Acceptance Phase

The CxA shall complete the following tasks during the acceptance phase:

- Continue to update schedule and coordination throughout construction with GC and subcontractors.
- Obtain pre-functional reports from constructor with sign-offs that the systems have been checked out.
- Oversee TAB, including 25% check of diffusers, grilles, hoods, terminal devices, and equipment testing, and document findings.

- Witness performance testing of smoke control systems.
- Witness functional testing of each major piece of equipment to demonstrate that each item of equipment and system is operating according to the OPR and contract documents. Functional testing shall include operating the system and components through each of the written sequences of operation. Test on respective HVAC equipment shall be executed during both heating and cooling seasons.
- Provide troubleshooting to assist in resolving control problems, as they are uncovered. Functional testing shall be performed on all control points.
- Check system graphics to assure all graphics are developed and points are mapped to graphics.
- Keep a detailed log of testing of each piece of equipment.
- Maintain a deficiency log of any items found to be a problem, poorly installed, or discrepancies. Provide the log and test results to the Facilities PM, SDR, and GC with recommended actions.
- Coordinate retesting as necessary. One retest will be provided as part of normal checkout. More than one retest will be considered work outside the normal scope of work.
- Notify the Facilities PM and GC of the unacceptable findings if 10% of identical pieces of equipment fail to perform to the requirements of the contract documents due to manufacturing defects not allowing it to meet its submitted performance spec, and request explanation of problem and proposed solution from the GC; then review the proposed solutions.
- Attend weekly meetings while on-site for functional testing.
- Attend up to [***insert quantity***] additional on-site meetings for review of progress, coordination, and issues resolution. More than [***insert quantity***] on-site meetings will be considered work outside the normal scope of work.
- Review O&M documentation for completeness. This review shall be in parallel with the A/E team's review of the O&M documentation for conformance to the project specification.
- Provide the user staff with a one-day systems training on "how the building is supposed to operate."
- Review, pre-approve, and coordinating training of the [***insert project name***] operating personnel by the contractor.
- Perform seasonal testing checkout of equipment, September for cooling system and January for heating systems.
- Prepare three copies of the commissioning management report (commissioning final report). The report shall include an executive summary, list of participants and roles, brief building description, and the following sections:
    - OPR

- Basis of Design
- Pre-functional checklists complete
- Functional checklists complete
- TAB reports
- System schematics
- Control strategies and set points
- Deficiency Log
- Guidelines for energy accounting

2.5 Warranty Phase

The CxA shall complete the following tasks during the warranty phase:

- Return to the site quarterly and review with facility staff the current building operation and the condition of outstanding issues related to the original and seasonal commissioning.
- Interview facility staff and identify problems or concerns they have with operating the building as originally intended.
- Identify deficiencies that may come under warranty or under the original construction contract.
- Provide one day of additional training for users and staff in building system operations.
- Prepare a detailed evaluation after ten months on the status of warranty issues for the **[*insert project name*]**.
- Attend up to four on-site meetings—in addition to the quarterly site reviews—to discuss warranty issues.

2.6 Systems and Equipment <u>Not Included</u> in Commissioning:

- **[*Insert systems*]**

3.0 Schedule

The project design and construction is scheduled as follows:

Schematic design	**[*insert date*]**
Design development documents	**[*insert date*]**
30% design	**[*insert date*]**
60% design	**[*insert date*]**
90% design	**[*insert date*]**
Construction documents	**[*insert date*]**
Bid date	**[*insert date*]**

Award date	**[*insert date*]**
Construction notice to proceed	**[*insert date*]**
Final commissioning & punch list	**[*insert date*]**
Beneficial occupancy	**[*insert date*]**

4.0 Test Equipment

The installing contractors shall provide all tools, or the use of tools required to start, checkout, and functionally test equipment and systems, except for specified testing with supplemental portable data loggers, which shall be supplied and installed by the CxA.

To expedite air-water balance testing, and to minimize additional cost to the contractor, the CxA will verify the TAB contractor's air-water balance values, using their own engineers, field technicians, and test equipment.

Data logging equipment, monitoring devices, specialized equipment, and software not required to be provided by the installing contractor in the contract documents, and provided by the CxA to monitor, confirm, or verify the contractor's testing procedures, shall remain the property of the CxA. Equipment provided shall meet the minimum accuracy, calibration, and performance standards required by the performance test.

APPENDIX B - WHAT IS AN OWNER'S PERFORMANCE REQUIREMENT (OPR)/DESIGN INTENT?

An OPR/Design Intent is a document that defines the building Owner's expectations and goals for a building. The OPR is the basis for evaluating whether or not the design and construction of the building will be satisfactory to the Owner. Proposed changes and deviations from the original design must be weighed against the OPR. The OPR is a "living" document in that it is updated and revised throughout the design and construction process based upon the decisions made along the way.

The purpose of the OPR is to provide clear documentation of the Owner's requirements for a successful project, for communication to all parties involved in the project. Therefore, it should be written in non-technical language, and avoid the use of terminology that may be specific to only one group of people. It should be understandable by everyone involved in the project, including the Owner, maintenance staff, constructor team, architect, engineers, and equipment manufacturers

The reason that an OPR document is required, regardless of the project stage when starting commissioning, is that the OPR sets forth the goals and criteria against which the success of the project is to be evaluated.

No single format is required for use to document an OPR because of the variation in different Owners' requirements for a successful building, the type of building being constructed, and the writing style of the person creating the OPR document.

However, the information in the OPR is usually presented from general to specific. Items such as background on the building, a description of commissioning, functional uses of the spaces in the building, and general goals for the building are presented first. Information that is more detailed, such as measurable values to test or obtain during design, (e.g., lighting levels, energy savings, and reduced occupant complaints), is then presented.

A possible OPR format list is shown below as an example.

- General project description
- Objectives
- Functional uses
- General quality of materials and construction
- Occupancy requirements
- Indoor environmental quality requirements
- Performance criteria
- Budget considerations and limitations

Appendix B – Owner's Performance Requirement

This list of one possible format for an OPR begins with a general project description to familiarize the reader with the size, features, and history of the building that is to be constructed. The objectives that are to be met during design and construction are listed second.

Next, the functional uses of the buildings are listed, which are the general types of usable spaces, that will be present in the building. Examples include cafeteria, closed office space, open office space (partitions), classrooms, and computer rooms. Each functional use area generally requires distinct building features, systems and equipment in order to be able to perform the intended tasks.

The general quality of materials and construction required for the project are then described. Typically, this description includes a specific quality requirement for a specific type for equipment, material, or construction. An example might be a requirement that all HVAC equipment shall have a lifespan not less than 20 years, or there shall be no constructor callbacks due to defective materials/construction for a period of five years.

Occupancy requirements are listed next, to include the intended number of people and the occupancy schedule for each functional use area. Indoor environmental quality requirements, such as lighting levels, noise levels, temperature and humidity requirements, and ventilation requirements for each functional use area, would be also included.

Performance criteria for the various building systems and equipment are included next. These criteria are used to select the types of equipment systems for the building during the design stage and are used in the turnover stage to develop the functional performance test procedures.

Finally, budget considerations and limitations are included. While building Owners would like to receive the best possible building they can get, they are nearly always bound by budget limitations.

The OPR should be as specific as possible to provide clear direction to designers and constructors in effort to eliminate the need on their part to guess or interpret an Owner's requirements. For example, instead of only stating that comfort in the space shall be maintained, the OPR should provide a definition of what the Owner considers comfort to be, such as specific temperature, humidity, and noise level. In addition, there must be some way to verify the content of the OPR. In order to do so, a specific value, or range of values, that is acceptable and testable, should be included. For example, an area specified to be "quiet" cannot be verified because of subjective interpretations of quiet. However, an area specified to be below 35NC when occupied can be tested and verified. Note the difference in the example below.

Typical Statement:

Appendix B – Owner's Performance Requirement

Comfort in space shall be maintained.

Contrast that with the OPR content, would / should read (with blanks filled):
Comfort in the space shall be maintained; Owner defines comfort as:

- Temperature of
- Humidity of
- Airflow of
- Noise
- No glare

This narrative is developed directly from the Owner's program information. This narrative is prepared almost entirely by the project architect and contains "performance" criteria as opposed to design solutions (although tentative design solutions may need to be identified in the course of verifying the budget).

- Function of structure
- Location
- Utilities
- Life expectancy
- Level of quality
- Size and/or population
- Functional floor plan
- Temperature
- Humidity
- Fume control
- Particulates
- Environmental system requirements by area:
- Illumination
- Noise
- Vibration
- Acoustics
- O&M access
- Energy efficiency
- Emergency systems
- Life safety criteria
- Special design concerns
- Special O&M concerns
- Budget
- Reliability of environmental systems-redundancy

APPENDIX C – FACILITIES COMMISSIONING PLAN

Facilities Building Commissioning Plan for *Facilities Project Name*

Appendix C – Commissioning Plan

Section 1 Overview

The Facilities Building Commissioning Plan is a source of information on the key steps that must be completed throughout the design, construction, acceptance, and operation of the new facility to assure the Owner's Performance Requirements are met. Commissioning has been adopted as the process for quality assurance in building design and construction. Commissioning is a systematic process for designing, constructing, and operating a building/system using lessons and tools from industrial quality programs. During the construction phase, commissioning focus is placed on key systems. This includes verification of the installation**,** training**,** and system documentation.

This Facilities Building Commissioning Plan has been specifically developed for this project to aid the building design, construction, and operation team in ensuring the quality of the project. It is important to understand that the Facilities Building Commissioning Plan provides a framework for the commissioning and quality assurance process. It may be modified and adapted to meet unforeseen quality control issues and opportunities throughout the project.

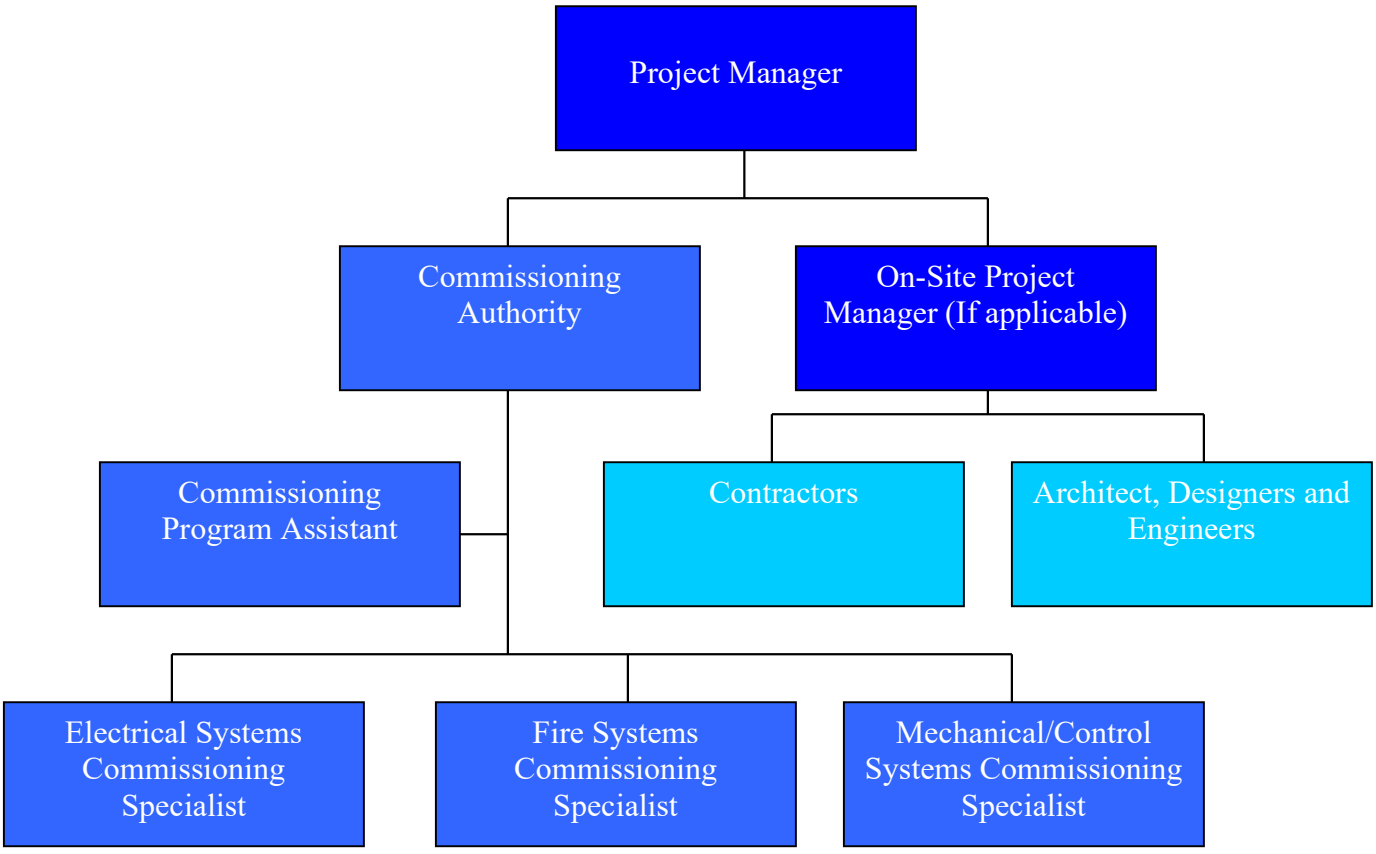
This quality assurance process is the quality program for achieving a collaborative and systematic process of review, testing and confirmation that all components, assemblies, and systems will perform as required.

The commissioning process has many benefits to the entire commissioning team. Construction commissioning benefits the Owners by providing a nonbiased, third-party system expert, who can help identify issues early and reduce first year operation costs. This is accomplished by verification and documentation that systems function as designed and meet the intent of the OPR. Construction commissioning benefits the contractors by providing coordination between trades and identifying potential rework issues, warranty calls, and service callbacks.

Section 2 Communication Protocol and Organization Chart

The key to an effective project is to ensure that there are well-defined lines of communication between all parties involved in the project. Communication is maintained throughout the project by a conscious effort of the various commissioning team members. The specific communication structures developed for this project ensure efficient identification and resolution to issues through the use of clear and concise procedures.

The commissioning team for this project is as follows: The reporting structure is as indicated.



Section 3 Cx Plan Overview

The high-level overview for this Cx project is as follows:

Pre-design Activities:
- Develop Owner's Performance Requirements (OPR)
- Train project team on use of Facilities Management database (TBD)

Design Phase Activities:
- Maintain master issue's log in Facilities Management database (TBD)
- Review Basis of Design (BoD) document for thoroughness
- Review engineer's drawing packages including schematic design, design development, and construction documents
- Development of commission specifications
- Development commissioning plan
- Development of pre-functional checklists for all commissioned equipment
- Development of functional performance tests for all commissioned equipment

Bid Stage Activities
- Provide responses to questions regarding commissioning requirements

Construction Phase Activities:
- Maintain master issues log in Facilities Management database (TBD)
- Develop commissioning activity schedule
- Perform submittal reviews of commissioned equipment/systems
- Perform site observation visits
- Witness start-up of critical systems
- Perform test and balance verification
- Review draft O&M manuals
- Review training program
- Collect and track completion of pre-functional checklists

Acceptance Phase Activities
- Initial functional performance testing
- Integrated functional performance testing
- Deficiency resolution tracking
- Review as-built documentation
- Review final O&M manuals (hard and soft copies)

Warranty Phase Activities
- Review status of outstanding issues
- Perform deferred functional testing
- Perform seasonal testing
- Review system performance and optimization needs
- Conduct lessons learned workshop

Section 4 Design Phase

Design Review

Design reviews will be performed in conjunction with the design document submittals. The design review consists of a review of the schematic design documents, the design development documents, and the construction documents. These reviews are to ensure proper coordination has occurred between the disciplines, the design is constructible, and the design meets the requirements of the owner.

Installation/Pre-startup Checklists

The Installation/Pre-startup Checklist is a document that provides key information and allows tracking of the construction activities and progress. It documents that the equipment is installed properly, adequately accessible, in good condition, and ready for startup and functional performance testing.

- A checklist will be issued for each major piece of equipment or for components in a system. CxA will determine what will be included in each checklist.
- The CxA will provide the checklists to the contractor early on the construction phase. If the contractor has his own checklists, he may use them upon agreement from the CxA.
- The contractor will complete the checklists and return them to the CxA.
- The contractor should return the checklists to the CxA as he completes them.
- Equipment checklists must be returned to the CxA before commencement of functional performance testing of that equipment or system.

See Figure 4-1 for an example checklist.

Figure 4-1 – Example Checklist

Section 5 Written Work Products

Table 5-1 lists the formal written work products related to commissioning that will be developed over the course of the project.

Table 5-1: Formal Written Work Products

Product	Created By	Product Description and Form	Expected by Date	Received By
Cx Plan	CxA	Final Cx plan for construction phase	10/31/24	All Cx team
Cx Schedule	CxA	Initial summary schedule and detailed version	11/27/24	All Cx team/PM and Senior Staff.
Equipment Submittals	All Contractors	Detailed data on all commissioned equipment.	11/21/24 and 11/27/24 Request made to PM	Cx Team currently does not have this information.
Site Observation Reports	CxA	Report of observations made during site visit	12/12/24 through 12/18/24 and 1/13/25 through 1/18/07	PM Team
Issues Log	CxA	List of deficiencies and non-compliance with Contract Documents identified during Cx	1st published 01/02/25 Updated weekly after 1st publication.	PM Team and GC
Cx Progress Reports	CxA	Gives scheduling needs and update, deficiency report, Cx progress	01/15/25 to 01/19/25 and Cx Alloy Implemented	PM Team
Start-up Plan	All Contractors	Plan for the start-up of each commissioned piece of equipment or system.	Cx Team Created and delivered on 01/13/25 However -Equipment was already started. Cx Team Requested Start-up documents from PM and GC.	PM Team and GC
Blank Start-up Data Forms	All Contractors	Forms for recording start-up information.	01/13/25	CxA
Completed Start-up and Pre-functional Data Forms	All Contractors	Filled out verification checklists, tests, startup and initial checkout.	1 week after startup completion	
Pre-functional Checklists	CxA	Checklists to be used by the Contractors to formally communicate readiness for functional testing.	01/13/25	PM Team and GC
TAB Data Forms	TAB Contractor	Forms to be used to record TAB data.	6weeks before TAB	CxA
Final TAB report	TAB Contractor	Final TAB report with method and results.	Within 3 weeks after TAB completion	CxA
Functional Performance Test Procedures and Forms	CxA	Full description of test procedures in “form” format.	01/13/25	PM Team and GC
Functional Performance Test Deficiency Report Form	CxA	Documentation of deficiency discovered during testing.	3 days after test	Owner; A/E
Completed Functional Performance Test Forms	Contractors and CxA	Recorded documentation of the test on the form	1 week after test	Owner; A/E
O&M Manuals	All Contractors	Documentation of design, equipment, operations and maintenance, as-builts, etc.	90 days after approved submittals	CxA; Normal others
Training Plan	Contractors	Topics and methods	60 days before training	CxA; Normal others

Table 5-1: Formal Written Work Products

Product	Created By	Product Description and Form	Expected by Date	Received By
Training Completion Documentation	CxA	List of trainees, completed hrs and topics and approvals	Within 2 weeks after training completion	Owner
Final Cx Report	CxA	4-6 page summary report with important findings, etc.	Draft within 60 days of substantial completion	Owner
Deferred Testing Reports	CxA	Documentation of seasonal and deferred tests	Within 2 weeks of test	Owner
Recommissioning Manual	CxA			Owner

Section 6 Commissioned Systems and Equipment

The following systems, equipment, and their components are included in the scope of the commissioning activities and are considered to be commissioned systems and equipment.

Table 6-1: Commissioned Systems and Equipment

System and Equipment	Sampling Rate
Electrical	
Power Distribution System	
Switchboard	100%
Panelboards	100%
Dry-Type Transformers	100%
Disconnects/Starters	100%
Wiring Devices	100%
Lighting System	
Luminaires	100%
Occupancy Sensors	100%
Dimming System	100%
Emergency Power System	
Engine-Generator Set	100%
Automatic Transfer Switches	100%
Egress Lighting	100%
Exit Signage	100%
Grounding System	
Counterpoise	100%
Lightning Protection	100%
Data Center	
UPS and PDU	100%
CRAC Units	100%
Generator	100%
Mechanical	
HVAC	
Air Handling Unit Function & Building Pressurization	100%
Dampers	100%

Fans & Drive Motors	100%
Terminal Units	100%
Unit Heaters	100%
Variable Frequency Drives	100%
Valves	100%
Chilled Water System	
Chiller	100%
Pumps	100%
Control Valves	100%
Distributed Digital Control – Building Automation	
Alarms	100%
BACnet Compatibility	100%
Control Points	100%
Man Machine Interface	100%
Monitored Points (Digital And Analog)	100%
Offsite Monitoring	100%
Programming	100%
Sequences of Operation	100%
Set Points and Archives	100%
Exhaust System	
Dampers, Louvers	100%
Controls	100%
Fans & Drive Motors	100%
Plumbing Systems	
Domestic Potable Water System	
Backflow Preventers	100%
Controls	100%
Hot Water Recirculation Pumps	100%
Pressure Regulators	100%
Vacuum Breaks	100%
Valves	100%
Water Heaters and Pressure Relief Valves	100%
Sanitary Sewer Systems	
Cleanouts	100%
Piping and Supports	100%
Traps (Self Priming and Non Self-Priming)	100%
Vents	100%
Storm Sewer Systems	
Piping and Supports	100%
Roof Drains	100%
Fire Protection Systems	
Sprinkler Systems	
Panels	100%
Sprinkler Heads	100%

Standpipe	100%
Valves	100%
Fire Alarm	
Control Panel	100%
Addressable Devices	100%
Tamper & Flow Switches	100%

Section 7 Commissioning Meetings

The CxA shall conduct a commissioning kick-off meeting early in the construction phase to discuss specific roles and responsibilities of the contractors. During this meeting the CxA shall review the OPR, Basis of Design, and unique contract document requirements.

Throughout construction, most commissioning issues will be handled during regularly scheduled project meetings. If specific topics require additional discussion, the commissioning team shall meet immediately after the project meeting.

Other commissioning meetings may occur at other times mutually agreed to by the commissioning team.

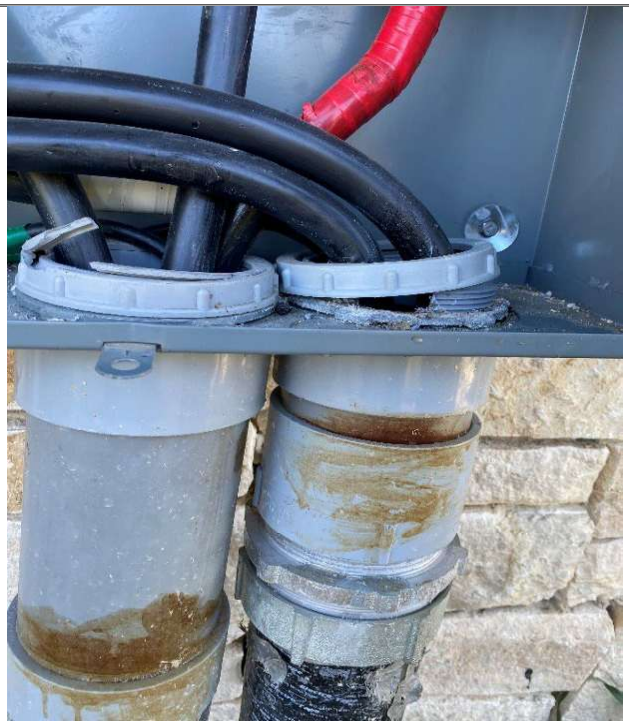
Section 8 Site Visits

Site visits are the primary method used during the Construction Phase to verify that installed systems and equipment comply with the OPR. The site visit procedures use a statistical approach to verify compliance. This includes performing general inspections, verifying installed equipment complies with the contract documents, and verifying pre-functional checklists have been accurately completed.

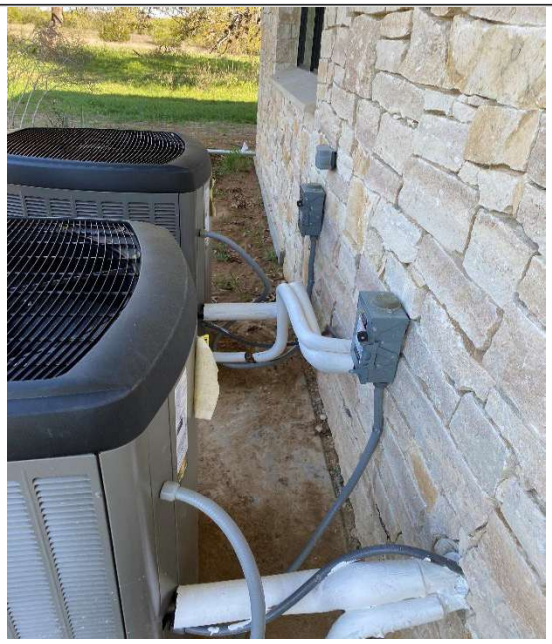
The CxA team will perform site visits, with increasing frequency. As construction progresses and systems and equipment installations are completed.

Upon arrival, the CxA team shall notify the PM before entering the jobsite. The CxA's shall follow all safety policies and regulations implemented by the General Contractor. After completing the site visit, the CxA shall meet with the PM to discuss any potential issues observed or to note any safety concerns. A Site Observation Report shall be published on the Facilities Management database (TBD) website. This report will outline any observed issues and provide recommendations for resolution. The SOR may include construction issues, access and maintenance issues, safety issues, or other issues. The General Contractor shall respond to the issues within the contractual response time. See Figure 8-1 for an example Site Observation Report.

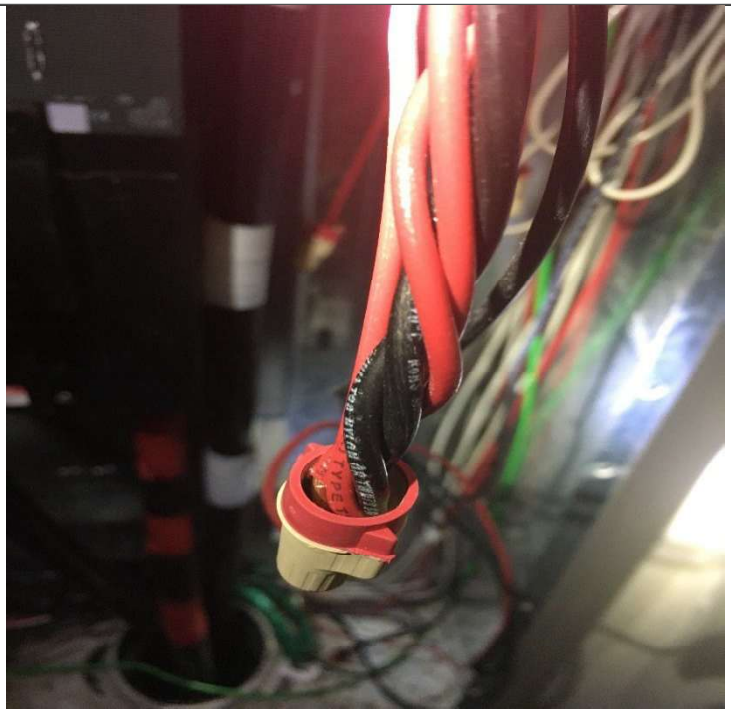
Figure 8-1 – Example Site Observation Report



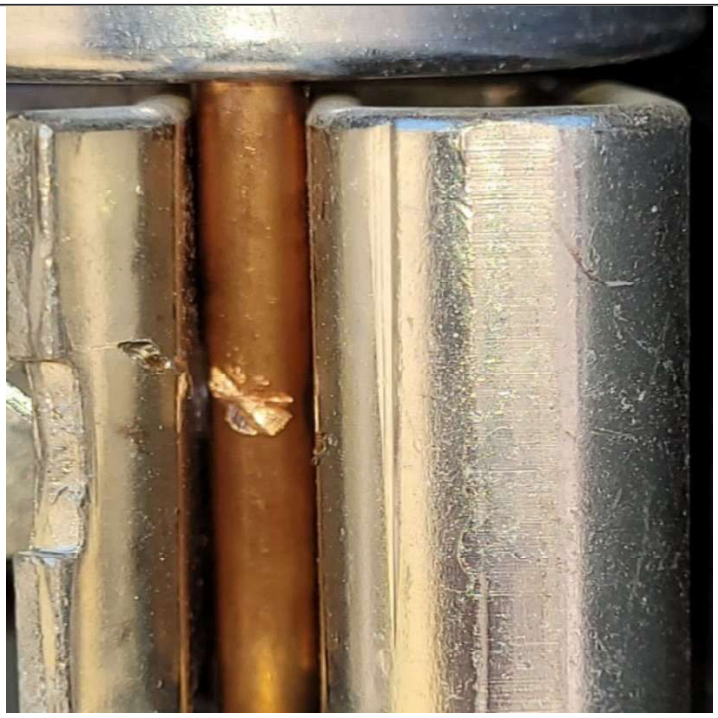
1. **Photo Description – Building Main - PVC male adapters and bushings are damaged and broken.**



2. **Photo Description – Condenser disconnects are located behind the units not allowing adequate working space for the disconnect.**



3. **Photo Description – Panel LE - Wire joints in the panel have exposed copper past the covering of the connector.**



4. **Photo Description – Main Service – fuse installation method caused damage to the fuse and fuse clips.**

Section 9 Installation/Pre-startup Checklists.

The Installation/Pre-startup Checklist is a document that provides key information and allows tracking of the construction activities and progress. It documents that the equipment is installed properly, adequately accessible, in good condition, and ready for startup and functional performance testing.

- A checklist will be issued for each major piece of equipment or for components in a system. CxA will determine what will be included in each checklist.
- The CxA will provide the checklists to the contractor. If the contractor has his own checklists, he may use them upon agreement from the CxA.
- The contractor will complete the checklists and return them to the CxA.
- The contractor should return the checklists to the CxA as he completes them.
- Equipment checklists must be returned to the CxA before commencement of functional performance testing of that equipment or system.

See Figure 9-1 for an example checklist.

Figure 9-1 Example Checklist

AC-3.2

Checklist

Equipment Tag: AC-3.2 *Complete By:* *Notes:*

System: Rooftop Air Conditioning *Checklist Type: Pre-Functional*

Date: *Equipment Type:* Air Handler Unit

Item No.	Description	Answer	Comment
1.	Correct model number and configuration		
2.	Unit free of damage		
3.	Damaged paint surface repaired.		
4.	Coil surface area is free of damage.		
5.	All access doors open fully and freely		
6.	Manufacturer's startup completed an report attached.		
7.	All shipping bolts and installation materials are removed.		
8.	Access clearance maintained.		
9.	Record drawings accurate.		
10.	Access is provided to all dampers and sensors (access doors installed)		
11.	Smoke detector installed in supply duct and return duct.		
12.	Ductwork is clean and free of debris.		
13.	Flex connector installed at supply and return duct connections.		
14.	Condensate drain piping routed to roof drain.		
15.	All condensate drain pipe insulated.		
16.	Disconnect and safety switch installed.		
17.	Supply fan and motor lubricated and aligned.		
18.	Return fan and motor lubricated and aligned.		
19.	Unit starts ad runs without any unusual noise or vibration.		
20.	Test and balance complete.		

Note: This is an example and can be reconstructed to match the functional testing required

Section 10 O&M Manual Reviews

The Contractor will forward a copy of each related O&M manual submittal to the CxA for review. The draft of the O&M manual should be completed and submitted for review 90 days after approved equipment submittals are returned to the contractor. Since each specification section is a different O&M manual section, the O&M manual can be completed and submitted one section at a time.

See Figure 10-1 for an example Submittal Review report.

Figure 10-1 – Example Submittal Review

TBD

Section 11 Issue Log Description

All issues identified during the course of the project shall be tracked using the Facilities Management database Issues Log (TBD). The purpose of the Issues Log is to communicate issues identified during the course of the project to the commissioning team and track those issues to resolution. All issues shall have responses within two weeks from identification.

The Issues Log shall contain detailed descriptions of problems identified during the construction phase, along with recommended corrective actions. Each issue is tracked in a database with the following information:

- Unique identifier
- Date of issue identification
- Applicable test number
- Applicable system or equipment number
- Location of issue
- Description of issue
- Recommended corrective action
- Responsible party
- Expected date of response

Issues can be sorted by any of the above information and provided to the commissioning team in customized reports. See Figure 11-1 for an example Issues Log report.

TBD

Figure 11-1 Example Issues Log Report

TBD

Figure 10-1 – Example Submittal Review

Section 12 Functional Performance Tests

The CxA shall develop Functional Performance Tests to demonstrate that the commissioned systems and equipment operate properly in all modes of operation. Testing shall begin at the component level and progress upwards in complexity to the equipment and system level. When all systems have passed their functional performance tests, the systems shall be tested together to verify operation as a whole in a building wide System Integration Test.

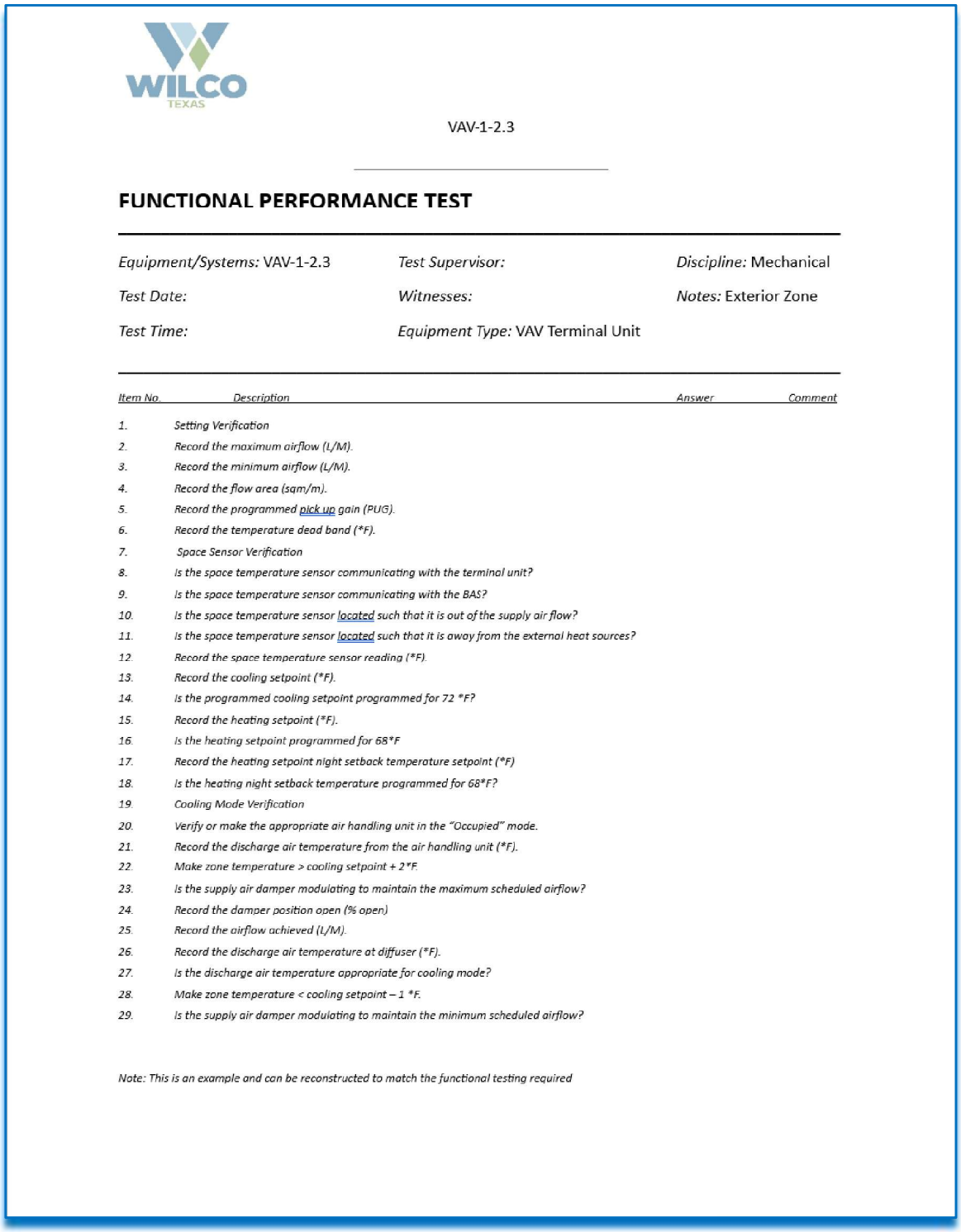
Each FPT is written in a pass/fail format, with yes being the correct response and no being a failed response. Prior to testing the CxA will provide the FPT procedures to the Contractor and all applicable subcontractors for review.

The Contractor shall complete and submit all applicable equipment pre-functional checklists prior to scheduling of testing. When the equipment and systems are ready to test, the FPT will be scheduled for a time mutually convenient to the Contractors and the CxA. The CxA will orchestrate the Functional Performance Test and provide attendee sign-in sheets shall be used to verify the attendance of all witnesses. The Contractor shall be responsible to provide personnel and equipment to perform the testing and to correct problems found during the testing.

If the total time required to correct minor problems during testing is greater that fifteen (15) minutes, the test shall be considered failed and must be repeated in its entirety. If a major problem is discovered during the test, the Contractor shall correct the problem. Prior to retesting, the Contractor shall submit to the CxA the required data indicating that the deficient items have been corrected. After review of this information by the CxA, a retest will be scheduled. During the course of the retest, if at any point a major deficiency is discovered, the test will be stopped.

See Figure 12-1 for an example FPT.

Figure 12-1 Example FPT



VAV-1-2.3

FUNCTIONAL PERFORMANCE TEST

Equipment/Systems: VAV-1-2.3	*Test Supervisor:*	*Discipline:* Mechanical
Test Date:	*Witnesses:*	*Notes:* Exterior Zone
Test Time:	*Equipment Type:* VAV Terminal Unit	

Item No.	Description	Answer	Comment
1.	Setting Verification		
2.	Record the maximum airflow (L/M).		
3.	Record the minimum airflow (L/M).		
4.	Record the flow area (sqm/m).		
5.	Record the programmed pick up gain (PUG).		
6.	Record the temperature dead band (*F).		
7.	Space Sensor Verification		
8.	Is the space temperature sensor communicating with the terminal unit?		
9.	Is the space temperature sensor communicating with the BAS?		
10.	Is the space temperature sensor located such that it is out of the supply air flow?		
11.	Is the space temperature sensor located such that it is away from the external heat sources?		
12.	Record the space temperature sensor reading (*F).		
13.	Record the cooling setpoint (*F).		
14.	Is the programmed cooling setpoint programmed for 72 *F?		
15.	Record the heating setpoint (*F).		
16.	Is the heating setpoint programmed for 68*F		
17.	Record the heating setpoint night setback temperature setpoint (*F)		
18.	Is the heating night setback temperature programmed for 68*F?		
19.	Cooling Mode Verification		
20.	Verify or make the appropriate air handling unit in the "Occupied" mode.		
21.	Record the discharge air temperature from the air handling unit (*F).		
22.	Make zone temperature > cooling setpoint + 2 *F.		
23.	Is the supply air damper modulating to maintain the maximum scheduled airflow?		
24.	Record the damper position open (% open)		
25.	Record the airflow achieved (L/M).		
26.	Record the discharge air temperature at diffuser (*F).		
27.	Is the discharge air temperature appropriate for cooling mode?		
28.	Make zone temperature < cooling setpoint – 1 *F.		
29.	Is the supply air damper modulating to maintain the minimum scheduled airflow?		

Note: This is an example and can be reconstructed to match the functional testing required

Section 13 Training

The CxA will review training materials prior to scheduled training sessions. These reviews are to verify that that the trainees receive pertinent information to operate and maintain the facility according to the manufacturer's instructions and the OPR. The contractors will submit proposed training agendas and materials to the CxA for review and comment at least sixty (60) days before the anticipated training date. The contractor will incorporate and modify the proposed material based on these comments and other comments submitted by the Owner or the Architect. The contractor will coordinate with the Owner's O&M personnel for a mutually convenient time to conduct the training sessions.

Section 14 Lessons Learned Workshop

After final completion, a lessons-learned workshop will be held to determine what went well during the project and what could be improved in the next project. This workshop will focus on the identification and documentation of clear and unbiased views of all team members. The information gained during this workshop may then be integrated into the next construction project in order to improve the process.

The lessons learned workshop will use a nominal group process to facilitate discussion. The workshop will be facilitated by the CxA to elicit the key concerns of the project team. The workshop will be organized to encourage the identification of all relevant issues and to encourage the interaction and discussion among all team members.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1375774

Date Filed:
10/12/2025

Date Acknowledged:

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

NV5 Consultants, Inc.
Pittsburgh, PA United States

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

Williamson County Facilities Department

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

Expo Center AV Upgrade
Commissioning services

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

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

6 UNSWORN DECLARATION

My name is Sean Weida, 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 Allegheny County, State of Pennsylvania, on the 12th day of October (month), 2025 (year).

Sean Weida

Digitally signed by Sean Weida
DN: C=US, E=Sean.Weida@NV5.com, O=NV5, CN=Sean Weida
Date: 2025.10.12 09:18:42-04'00'

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1375774

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Date Acknowledged:
10/15/2025

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

NV5 Consultants, Inc.
Pittsburgh, PA United States

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

Williamson County Facilities Department

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

Expo Center AV Upgrade
Commissioning services

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

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

6 UNSWORN DECLARATION

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

My address is _____, _____, _____, _____, _____.
(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 **20.**

Meeting Date: 10/28/2025

Approval of Agreement for Commissioning Services for the Jester Annex HVAC RTU Replacement with Wylie & Associates, LLC for Facilities Management.

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding RFSQ #25RFSQ7 to Wylie & Associates, LLC for Commissioning Services of the Jester Annex HVAC Rooftop Unit (RTU) in the not-to-exceed amount of Eighty-One Thousand and No/100 Dollars ($81,000.00) and authorize execution of the agreement. The funding source is P611.

Background

Wylie & Associates, LLC is recommended for award through the 25RFSQ7 - MEPFC pool, which established a pre-qualified consultant pool to be contracted on an as-needed basis on Pool CC 1/7/25 Agenda Item #32. Wylie & Associates, LLC is recommended for this project following a project specific evaluation of the firms from the 25RFSQ7 pool. Wylie & Associates, LLC received the highest score for this project. This Agreement for Commissioning Services between Williamson County and Wylie & Associates, LLC is to provide a Commissioning Service. These services may include, but are not limited to, developing commissioning plans, reviewing design documents, inspecting and testing systems, verifying performance, training staff and documenting results as agreed to for the Jester Annex HVAC RTU Replacement located at 1801 E Old Settlers Rd, Round Rock, TX. Contract Audit and General Counsel reviewed. A detailed scope of work is attached. The funding source is P611, and the point of contact is Gretchen Glenn.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Commissioning Services Agreement

Form 1295 Wylie & Associates, LLC Complete

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	10/21/2025 03:28 PM
Form Started By: Michelle McKinney		Started On: 10/15/2025 03:47 PM
Final Approval Date: 10/21/2025		

AGREEMENT FOR COMMISSIONING SERVICES

PROJECT:	**Jester Annex HVAC Rooftop Unit (RTU) Replacement** ("Project")
COMMISSIONING PROVIDER:	**Wylie & Associates, LLC** ("CxP") Kourosh Yazdani, COO 1177 West Loop South, Suite 900 Houston, Texas 77027
COUNTY'S DESIGNATED REPRESENTATIVE:	**Williamson County Facilities Department** Director of Facilities 3101 SE Inner Loop Georgetown, Texas 78626

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

R E C I T A L S

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

WHEREAS, County intends to **seek a Commissioning Provider to evaluate the design, performance, and operation of the Jester Annex HVAC RTU Replacement MEP and Enclosure systems through construction, acceptance and occupancy to satisfy the performance requirements of the project's document**; and

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

WHEREAS, CxP represents that it is qualified and desires to perform such services;

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

ARTICLE 1
SCOPE OF AGREEMENT

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

ARTICLE 2
CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

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

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

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

2.3.1
Owner's Project Requirements (OPR)

2.3.2
Basis of Design (BOD)

2.3.3
Design Review Comments

2.3.4
Commissioning (Cx) Plan

2.3.5
Test Procedures & Reports

2.3.6
Deficiency Log

2.3.7
Inspection Reports

2.3.8
Commissioning Report

2.3.9
Operation & Maintenance (O&M) and System Manuals

2.3.10
Training Plans and Reports

2.3.11
Warranties and Guarantees

2.3.12
As-Built Drawings

2.3.13
Williamson County Building Commissioning Guideline, Volume 1.1, July 21, 2023 edition as updated

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

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

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

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

ARTICLE 4
CHARACTER AND SCOPE OF SERVICES

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

4.2
CxP shall perform the following Basic Scope of Services (sometimes referred to herein as the "Basic Scope of Services", "Basic Services" or the "Scope of Services"):

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

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

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

ARTICLE 5
TIME FOR PERFORMANCE

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

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

ARTICLE 6
COMPENSATION AND EXPENSES

6.1 Basic Fee.
For and in consideration of the Basic Services rendered by CxP, County shall pay to CxP up to **Eighty-One Thousand and No/100 Dollars ($ 81,000.00)** hereinafter called the "Basic Fee".

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

6.2 Expenses.
CxP shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Agreement in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit D**. Invoices requesting reimbursement for

costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and **must strictly comply with the Williamson County Vendor Reimbursement Policy**. The copies of the provider's invoice must evidence the actual costs billed to CxP without markup. Reimbursable Expenses are in addition to compensation for Basic and Additional Services and must not exceed **Eight Hundred Ten and No/100 Dollars ($810.00)**.

ARTICLE 7
ADDITIONAL SERVICES AND CHARGES

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

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

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

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

8.1 Time of Payment.

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

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

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

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

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

8.2 Prompt Payment Policy.

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

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

8.2.2
There is a bona fide dispute between CxP and a subcontractor/ subconsultant or between a subcontractor/ subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Basic Services performed which causes the payment to be late; or

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

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

ARTICLE 9
PROJECT TEAM

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

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

County shall have the right, from time to time, to change the County's Designated Representative by giving CxP written notice thereof. With respect to any action, decision, or determination which is to be taken or made by County under this Agreement, the County's Designated Representative may take such action or make such decision or determination or shall notify CxP in writing of an individual responsible for, and capable of, taking such action, decision, or determination, and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Agreement, in which case, actions taken by County's Designated

Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision, or determination hereunder by County's Designated Representative shall be binding on County; *provided, however,* County's Designated Representative shall not have any right to modify, amend, or terminate this Agreement or executed Supplemental Agreement. County's Designated Representative shall not have any authority to execute a Supplemental Agreement unless otherwise granted such authority by the Williamson County Commissioners Court.

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

Wylie & Associates, LLC
Kourosh Yazdani, COO
1177 West Loop South, Suite 900
Houston, Texas 77027

CxP shall have the right, from time to time, to change CxP's Designated Representative by giving County written notice thereof. With respect to any action, decision, or determination which is to be taken or made by CxP under this Agreement, CxP's Designated Representative may take such action or make such decision or determination, or shall notify County in writing of an individual responsible for and capable of taking such action, decision, or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions, or determinations by CxP's Designated Representative on behalf of CxP shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Agreement, in which case, actions taken by CxP's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision, or determination hereunder by CxP's Designated Representative shall be binding on CxP. CxP's Designated Representative shall have the right to modify, amend, and execute Supplemental Agreements on behalf of CxP.

ARTICLE 10
NOTICE

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

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

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

and to: Office of General Counsel

Williamson County Commissioners Court
401 W. 6th Street
Georgetown, Texas 78626

CxP: Wylie & Associates, LLC
1177 West Loop South, Suite 900
Houston, Texas 77027

Attention: Kourosh Yazdani
Chief Operating Officer

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

ARTICLE 11
PROGRESS EVALUATION

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

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

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

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

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

ARTICLE 12
CHANGES IN COMPLETED BASIC SERVICES

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

ARTICLE 13
REVIEW PROCESS AND REVISIONS TO CxP WORK PRODUCT

13.1 Review Process.

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

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

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

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

13.1.3 Acceptance.
County will review the completed Basic Services in each commissioning phase for compliance with this Agreement and general conformance with the Building Commissioning Guideline, Volume 1.1. "Acceptance" or “Accepted” shall mean that in County’s reasonable opinion, substantial compliance with the requirements of this Agreement has been achieved.

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

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

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

13.2 Revision to CxP Work Product.

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

13.3 Days.

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

13.4 County's Reliance on CxP.

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

ARTICLE 14
SUSPENSION

Should County desire to suspend the Basic Services, but not to terminate this Agreement, then such suspension may be effected by County giving CxP **thirty (30) calendar days'** verbal

notification followed by written confirmation to that effect. Such **thirty (30)-day** notice may be waived in writing by agreement and signature of both parties. The Basic Services may be reinstated and resumed in full force and effect within **sixty (60) days** of receipt of written notice from County to resume the Basic Services. Such **sixty (60)-day** notice may be waived in writing by agreement and signature of both parties. If this Agreement is suspended for more than **thirty (30) days**, CxP shall have the option of terminating this Agreement and, in the event, CxP shall be compensated for all Basic Services performed and reimbursable expenses incurred, provided such Basic Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

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

ARTICLE 15
VIOLATION OF CONTRACT TERMS/ BREACH OF CONTRACT

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

ARTICLE 16
TERMINATION

This Agreement may be terminated as set forth below.

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

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

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

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

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

Should County terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to CxP. In determining the value of the Basic Services performed by CxP prior to termination, County shall be the sole judge. Compensation for Basic Services at termination will be based on a percentage of the Basic Services completed at that time. Should County terminate this

Agreement under **Section 16.4** above, then the amount charged during the **thirty (30)-day** notice period shall not exceed the amount charged during the preceding **thirty (30) days**.

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

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

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

ARTICLE 17
USE OF DOCUMENTS

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

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

Upon execution of this Agreement, CxP grants to County permission to reproduce CxP’s work and documents for purposes of constructing, using, and maintaining the Project, provided that County will comply with its obligations, including prompt payment of all sums when due, under this Agreement. CxP shall obtain similar permission from CxP’s subcontractors/ subconsultants consistent with this Agreement. If and upon the date CxP is adjudged in default of this Agreement, County is permitted to authorize other similarly credentialed commissioning professionals to

reproduce and, where permitted by law, to make changes, corrections, or additions to the work and documents for the purposes of completing, using, and maintaining the Project.

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

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

CxP shall have no liability for changes made to the drawings by other consultants subsequent to the completion of the Project.

ARTICLE 18
PERSONNEL, EQUIPMENT, AND MATERIAL

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

ARTICLE 19
SUBCONTRACTING

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

ARTICLE 20
MODIFICATIONS

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

ARTICLE 21
COMPLIANCE WITH LAWS

21.1 Compliance.

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

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

21.2 Taxes.

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

ARTICLE 22
INDEMNIFICATION

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

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

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

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

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

ARTICLE 23
PROFESSIONAL'S RESPONSIBILITIES

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

ARTICLE 24
NOT USED

ARTICLE 25
INSURANCE

CxP must comply with the following insurance requirements at all times during this Agreement:

25.1 Coverage Limits.

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

25.1.1

Worker's Compensation in accordance with statutory requirements.

25.1.2

Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate.

25.1.3

Business Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage of $1,000,000.00 each accident.

25.1.4

Professional Liability Insurance in the amount of $2,000,000.00 per claim and annual aggregate.

25.2 Additional Insureds; Waiver of Subrogation.

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

25.3 Premiums and Deductible.

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

25.4 Commencement of Work.

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

25.5 Insurance Company Rating.

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

25.6 Certification of Coverage.

Prior to the performance of any services, CxP shall furnish County with a Certificate of Insurance issued by the insurer evidencing the required coverages and terms under this article. The initial Certificate of Insurance is evidenced as **Exhibit F** herein entitled "Certificates of Insurance." As further set out below, CxP shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this Contract until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of CxP hereunder.

25.7 Certificate Holder.

The name of the Certificate Holder in the Certificate of Insurance issued by the insurer shall be as follows:

Williamson County, Texas
C/O: Williamson County Risk Management
301 SE Inner Loop
Georgetown, TX. 78626
Email: coi.submission@wilco.org

25.8 No Arbitration.

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

25.9 Subcontractor/ Subconsultant's Insurance.

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

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

25.10 Insurance Policy Endorsements.

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

25.10.1
County shall be notified **ten (10) days** prior to the expiration, cancellation, nonrenewal or any material change in coverage, and such notice thereof shall be given to County by certified mail to:

Williamson County, Texas
C/O: Williamson County Risk Management
301 SE Inner Loop
Georgetown, TX. 78626
Email: coi.submission@wilco.org

25.10.2
The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

25.11 Notices by CxP.

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

25.12 Cost of Insurance.

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

ARTICLE 26
SUCCESSORS AND ASSIGNS

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

ARTICLE 27
SEVERABILITY

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

ARTICLE 28
PRIOR AGREEMENTS SUPERSEDED

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

ARTICLE 29
CxP'S ACCOUNTING RECORDS

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

ARTICLE 30
GENERAL PROVISIONS

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

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

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

30.4 Standard of Performance.

The standard of care for all professional services performed or furnished by CxP and its employees under this Agreement will be the care and skill ordinarily used by members of CxP's profession, practicing under the same or similar circumstances at the same time and in the same locality.

30.5 Opinion of Probable Cost.

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

30.6 Opinions and Determinations.

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

30.7 Reports of Accidents.

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

30.8 Gender, Number, and Headings.

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

30.9 Construction.

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

30.10 Independent Contractor Relationship.

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

30.11 No Waiver of Immunities.

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

30.12 Texas Public Information Act.

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

30.13 Governing Terms and Conditions.

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

30.14 Appropriation of Funds by County.

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

ARTICLE 31
DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and CxP shall work together in good faith to resolve any controversy, dispute, or claim between them which arises out of or relates to this Agreement, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within **thirty (30) days** following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Agreement, shall be selected by agreement of the parties and serve as the mediator.

Any mediation under this Agreement shall be conducted in Williamson County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation, if necessary to preserve the statute of limitations, in which case such lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of this Agreement.

ARTICLE 32
EQUAL OPPORTUNITY IN EMPLOYMENT

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

ARTICLE 33
MERGER

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

ARTICLE 34
PUBLIC CONTACT

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

ARTICLE 35
CxP's REPRESENTATIONS

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

ARTICLE 36
CONFIDENTIALITY

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

ARTICLE 37
SIGNATORY WARRANTY

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

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

CxP: **COUNTY**:

Wylie & Associates, LLC

By: _____
Signature

Kourosh Yazdani
Printed Name

Chief Operating Officer
Title

Date Signed: 10/6/2025

Williamson County, Texas

By: _____
Signature

_____
Printed Name

_____
Title

Date Signed: _____

EXHIBIT A

SCOPE OF BASIC SERVICES

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

In consideration of the Basic Fee provided in the Agreement, CxP shall perform the following Basic Services, based on standard commissioning practices:

These services may include, but are not limited to developing commissioning plans, reviewing design documents, inspecting and testing systems, verifying performance, training staff, and documenting results as agreed to by County and CxP.

GENERAL REQUIREMENTS

Design Criteria. CxP shall prepare all work in accordance with the latest version of applicable County's procedures, specifications, manuals, guidelines, standard drawings, and standard specifications.

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

CxP shall notify County and coordinate on all controls at project interfaces.

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

Progress Reporting. CxP shall submit monthly (at a minimum) a progress status e-mail to County Architect Office (CxA) regardless of whether CxP is invoicing for that month.

CxP shall review the design and estimated construction schedule and provide findings in a format reasonably acceptable to County during project phases prior to the Construction Administration Phase. CxP shall schedule milestone submittals per **Exhibit C – Production Schedule**. Contractor shall prepare and maintain a construction schedule in Gantt chart format during the project Construction Administration Phase through the Close-out Phase.

Within **thirty (30) days** of completion of construction of the project, CxP shall review all electronic

closeout files provided by Contractor and A/E in formats reasonably acceptable to County. Within **three hundred (300) days** of completion of construction of the project, CxP shall provide a list of problems or concerns, suggested improvements, and ongoing commissioning plan in formats reasonably acceptable to County.

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

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

Coordination. CxP shall coordinate issues through County's AO. County will communicate, in writing, resolution of issues and provide CxP direction through County's AO.

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

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

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

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

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

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

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

SCOPE OF WORK:

Jester Annex
1801 E Old Settlers Blvd, Round Rock, TX 78664
P611

SCOPE OF BASIC COMMISSIONING SERVICES

1. Design Phase:

   a. Collect the County's Performance Requirements and "Basis of Design" documents from both the County and design team.

   b. Provide the design and construction teams with commissioning considerations to be addressed during design.

   c. Conduct one (1) detailed design review, focusing on:

      1) Strategies to simplify the commissioning process.

      2) Improvements to operations and maintenance (O&M), including system control and accessibility.

      3) Recommendations for enhancing utility efficiency and indoor environmental quality.

      4) General constructability.

   d. Ensure proper commissioning specifications are integrated into the architect/engineer (A/E) team's
   construction documents. Provide specifications as required.

   e. Develop Design Phase Commissioning Plan

   f. Develop draft functional test procedures for commissioned systems and submit them for inclusion in project specifications as necessary.

   g. Take part in design team meetings to review commissioning comments, ensuring alignment with project goals and final specifications.

h. If necessary, evaluate contractor pricing for commissioning activities and submit recommendations.

2. Construction Phase:

a. Provide the final commissioning plan, coordinating activities with the general contractor (GC) for review and approval.

b. Review contractor submittals for systems being commissioned, ensuring they align with commissioning requirements and A/E specifications.

c. Confirm that O&M manuals are delivered to the CxP team as contractors submit them, supporting testing preparation and system startup.

d. Develop detailed pre-functional and functional testing procedures for all commissioned systems and equipment.

e. Prepare and provide test procedure documentation to the design team for review and approval.

f. Issue testing procedures to contractors covering system startup, safe operation, and proper sequencing.

g. Work directly with the contractor to oversee system startup for major equipment.

h. Evaluate and approve the Testing, Adjusting, and Balancing (TAB) execution plan.

i. Conduct site observations during system rough-in to verify installation quality and identify deficiencies.

j. Maintain and track a list of deficiencies.

k. Participate in on-site meetings to review progress, resolve issues, and support project coordination. Meetings beyond this number will be considered an additional scope.

l. Oversee piping system flushing and cleaning activities to verify compliance with project requirements.

m. Observe ductwork cleaning and balancing to confirm systems are properly prepared and tested.

n. Monitor checkout, TAB, functional performance, and system calibration processes.

o. Witness pre-functional and functional performance testing across all commissioned systems, including mechanical, electrical, plumbing, and specialty systems.

3. Acceptance Phase:

a. Oversee performance testing of smoke control systems.

b. Witness functional testing of each major system and piece of equipment to confirm compliance with the County's Project Requirements (OPR) and contract documents. Testing will include system operation across all defined sequences, with HVAC systems tested during both heating and cooling modes.

c. Provide troubleshooting support to resolve issues identified during testing, ensuring functional performance at all control points.

d. Verify system graphics to confirm all points are correctly mapped and displayed.

e. Maintain a detailed testing log for all equipment and systems.

f. Track and report deficiencies, improper installations, or performance issues. Submit logs and results to the Facilities Project Manager (PM) and GC along with corrective recommendations.

g. Manage retesting as required. One retest will be covered under the normal scope; additional retests will be considered extra services.

h. Notify the Facilities PM and GC if more than 10% of equipment fails to meet contract requirements due to manufacturing defects or other causes. Recommend corrective actions and review contractor-proposed solutions.

i. Conduct coordination meetings on-site or virtually during functional testing. These shall be as frequently as necessary to ensure the contractor maintains the needed pace.

j. Participate in on-site progress and coordination meetings. Additional meetings beyond this number will be treated as outside of the base scope.

k. Review O&M manuals for completeness in parallel with the A/E team's review to ensure compliance with project specifications.

l. Provide building staff with a one-day training session on system operation ("how the building is supposed to function").

m. Review and ensure contractor-led training for operating personnel occurs.

n. Oversee seasonal testing of equipment—September for cooling systems and January for heating systems.

o. Deliver three copies of the final commissioning management report, including an executive summary, team roles, project description, and supporting documentation. Commissioning report will include:

1) County's Project Requirements (OPR)

2) Completed pre-functional checklists

3) Completed functional test checklists

4) TAB reports

5) System schematics

6) Control strategies and set points

7) Deficiency log

8) Guidelines for energy accounting

4. Warranty Phase

a. Conduct quarterly site visits to review building operations with facility staff and evaluate the status of any outstanding issues tied to original or seasonal commissioning.

b. Meet with facility staff to discuss challenges or concerns related to building operation and verify systems are functioning as intended.

c. Identify and document deficiencies which may arise during the warranty period of

fall under the original construction contract.

d. Provide one (1) day of supplemental training for facility personnel on system operation and maintenance.

e. Deliver a detailed warranty review report at approximately ten (10) months, summarizing findings and status updates

f. Participate in up to four (4) additional on-site meetings (beyond quarterly reviews) specifically focused on warranty issues.

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

PROJECT REQUIREMENTS

Upon receipt of written Notice to Proceed, CxP shall accomplish the following:

A. Investigate site/facility and verify known or existing conditions in occupied and existing buildings.

B. Clearly define County's Performance Requirements (OPR).

C. Develop and provide a comprehensive commissioning plan outlining the procedures, timelines, and responsibilities for each phase of the process.

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

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

F. Provide reports in accordance with County's Commissioning Guide.

Phase II - DESIGN PHASE COMMISSIONING

Upon County acceptance of previous phase, CxP shall proceed with the following:

A. Review project requirements and preliminary design documents, including modification of specifications regarding commissioning.

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

C. Review design documents. Verify that the construction meets the design specifications and the commissioning plan.

D. Review complete plans, specifications and engineering calculations setting forth in detail the work required for the architectural, structural, civil, mechanical, plumbing, electrical, landscaping and irrigation, and site work.

E. Provide deliverables in accordance with County's Commissioning Gude.

Phase III - CONSTRUCTION PHASE COMMISSIONING

Upon County acceptance of previous phase, CxP shall proceed with the following:

A. Review submittals with County, including site observations and witnessing installation of critical systems.

B. Develop checklists for equipment and functional testing requirements based on approved submittals.

C. Review RFI and change order logs and submittals. Report deficiencies to County.

D. Consult freely with County concerning the principal phases of the work and immediately advise County of any unusual requirements or features not apparent during execution of the design phases.

E. Verify pre-functional checklists are completed to identify potential issues or discrepancies.

F. Provide deliverables in accordance with County's Commissioning Guide.

Phase IV – STARTUP AND TESTING

Upon County acceptance of previous phase, CxP shall proceed with the following:

A. Perform functional tests to ensure system operating as designed, including test and balance verification. Static inspection (field verification) of components and systems

B. Collaborate with County, design team and contractor to address any systems not performing as designed.

C. Provide deliverables in accordance with County's Commissioning Guide.

Phase V – ACCEPTANCE

Upon County acceptance of previous phase, CxP shall proceed with the following:

A. Review with County initial functional performance testing, integrated functional performance testing (performance verification), deficiency resolution tracking.

Review as-built drawings for completeness.

B. Prepare comprehensive report documenting the entire processing, including test results, findings, and recommendations.

C. Maintain thorough documentation throughout the process, including checklists, reports, and training materials.

D. Review O&M manuals and systems manuals

E. Deliver commissioning report

F. Review warranties and plan for seasonal testing:

a. Review outstanding issues

b. Review building optimization needs

c. Determine required deferred testing

d. Develop lessons learned presentation/ report

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

H. Provide deliverables in accordance with County's Commissioning Guide.

Phase VI – WARRANTY PHASE

Upon County acceptance of previous phase, CxP shall perform the following services:

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

B. Collaborate with County, design team and contractor to ensure the equipment, material, and workmanship meets the specifications.

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

D. Perform opposite season testing events. Opposite season testing to be determined.

E. Accompany County on Warranty Inspection to determine if project is meeting County's original County's Performance Requirements (OPR) and that all supplier and manufacturer warranties remain in force.

F. Provide deliverables in accordance with County's Commissioning Guide.

EXHIBIT B
FEE SCHEDULE

This schedule indicates fees by Phase of the Basic Fee		**$**	**81,000**	100%
100%	**Wylie**	**$**	**81,000**	
Phase II - DESIGN PHASE COMMISSIONING		**$**	**9,000**	11%
	Wylie	$	9,000	
Phase III - CONSTRUCTION PHASE COMMISSIONING		**$**	**26,500**	33%
	Wylie	$	26,500	
Phase V - ACCEPTANCE		**$**	**27,000**	33%
	Wylie	$	27,000	
Phase VI - WARRANTY PHASE		**$**	**18,500**	23%
	Wylie	$	18,500	

EXHIBIT C

PRODUCTION SCHEDULE

A/E agrees to complete the professional design services called for in **Exhibit A** of this Agreement within **Seven Hundred Twenty-Four (724) calendar days** from the date of date of this Agreement.

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

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

Agreement Execution Date	**10/21/25**
Phase II - DESIGN PHASE COMMISSIONING	
Develop pre-functional checklists for equipment/testing requirements	11/04/25
Review project requirements and preliminary design documents	11/10/25
Review design documents	11/17/25
Phase III - CONSTRUCTION PHASE COMMISSIONING	
Start of submittal reviews	11/20/25
Verify pre-functional checkslists are completed	12/11/25
County written authorization to proceed to next phase	12/18/25
Phase V - ACCEPTANCE	
Review performance testing and as-built drawings	02/17/26
Review O&M manuals and system manuals	06/29/26
Provide comprehensive report	07/27/26
Conduct Substantial Completion inspection	08/26/26
Conduct Final Completion inspection	10/16/26
Phase VI - WARRANTY PHASE	
Review documents for conformance to the OPR.	11/15/26
Complete opposite season testing events.	12/01/26

Conduct One-year Warranty inspection.	08/16/27
Update the Final Cx Report to incorporate findings/activities	
All services shall be complete on, or before:	**10/15/27**

EXHIBIT D

Williamson County
Vendor Reimbursement Policy

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

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

1. Invoices and Affidavits

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

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

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

2. Travel Reimbursement

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

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

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

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

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

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

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

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

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

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

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

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

3. Meals

3.1 Meal reimbursements are limited to a maximum of $59.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of $25.00 per day. The travel must be outside the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626 by a 45-mile radius.

3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.

3.3 Meals are reimbursable only to vendors who do not have necessary personnel located within a 45-mile radius of the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626, who are capable of carrying the vendor's obligations to the County. Meals will not be reimbursed to vendors who are located within a 45-mile radius of the Williamson County Courthouse.

3.4 County will not reimburse for alcoholic beverages.

3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance

3.6 No meals purchased for entertainment purposes will be allowed.

3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. Lodging

4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt should include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.

4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.

4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

5. Airfare

5.1 The County will only reimburse up to a coach price fare for air travel.

5.2 The County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e. seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)

5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.

5.4 Cancellation and/or change flight fees may be reimbursed by the County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.

5.5 The County will not reimburse vendor for tickets purchased with frequent flyer miles.

6. Car Rental

6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.

6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.

6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.

6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.

6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.

6.6 Insurance purchased when renting vehicle may also be reimbursed.

6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

7. Personal Car Usage

7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.

7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:

7.2.1.1 Date

7.2.1.2 Destination

7.2.1.3 Purpose

7.2.1.4 Name of traveler(s)
7.2.1.5 Correspondence that verifies business purpose of the expense

7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.

7.4 Mileage will be reimbursed on the basis of the most commonly used route.

7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.

7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.

7.7 Mileage should be calculated from employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626 by at least a 45-mile radius.

7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.

7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).

7.10 Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.

7.11 Operating and maintenance expenses as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

8. Other Expenses

8.1 Taxi fare, bus tickets, conference registrations, parking, etc. must have a proper original receipt.

9. Repayment of Non-reimbursable Expense.

Vendors must, upon demand, immediately repay County for all inappropriately reimbursed expenses whenever an audit or subsequent review of any expense reimbursement documentation finds that such expense was reimbursed contrary to these guidelines and this Policy. Williamson County reserves the right to retain any amounts that are due or that become due to a vendor in order to collect any inappropriately reimbursed expenses that a vendor was paid.

10. Non-Reimbursable Expenses

In addition to the non-reimbursable items set forth above in this Policy, the following is a non-exhaustive list of expenses that will not be reimbursed by Williamson County:

10.1 Alcoholic beverages/tobacco products
10.2 Personal phone calls
10.3 Laundry service
10.4 Valet service (excludes hotel valet)
10.5 Movie rentals
10.6 Damage to personal items
10.7 Flowers/plants

10.8 Greeting cards
10.9 Fines and/or penalties
10.10 Entertainment, personal clothing, personal sundries and services
10.11 Transportation/mileage to places of entertainment or similar personal activities
10.12 Upgrades to airfare, hotel and/or car rental
10.13 Airport parking above the most affordable rate available
10.14 Excessive weight baggage fees or cost associated with more than two airline bags
10.15 Auto repairs
10.16 Babysitter fees, kennel costs, pet or house-sitting fees
10.17 Saunas, massages or exercise facilities
10.18 Credit card delinquency fees or service fees
10.19 Doctor bills, prescription and other medical services
10.20 Hand tools
10.21 Safety Equipment (hard hats, safety vests, etc.)
10.22 Office Supplies
10.23 Lifetime memberships to any association
10.24 Donations to other entities
10.25 Any items that could be construed as campaigning
10.26 Technology Fees
10.27 Sales tax on goods purchased
10.28 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

EXHIBIT E
DEBARMENT CERTIFICATION

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

1. I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that A/E and its principals:

    a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency:

    b. Have not, within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public* transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

    c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity* with commission of any of the offenses enumerated in **Paragraph 1(b)** of this certification;

    d. Have not, within a three-year period preceding this application/proposal, had one or more public transactions* terminated for cause or default; and

    e. Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

Wylie & Associates, LLC.

Signature of Certifying Official

Kourosh Yazdani
Printed Name of Certifying Official

Chief Operating Officer
Title of Certifying Official

10/6/2025
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 Kourosh Yazdani (Signatory Name) the Chief Operating Officer (Signatory Title) of Wylie & Associates, LLC (Entity Name), on behalf of said firm.

Notary Public in and for the
State of Texas

My commission expires: 05/11/2027

EXHIBIT F

CERTIFICATES OF INSURANCE

CxP and Subconsultant Certificates of Insurance attached:

Building Commissioning Guideline, Volume 1.1
July 21, 2023

Wilco Facilities Commissioning Guideline Final Version

FOREWORD

The commissioning process is a quality-oriented process for achieving, verifying, and documenting that the performance of facilities, systems and assemblies meets defined objectives and criteria. The commissioning process begins at project inception and continues for the life of the facility through the occupancy and operational phases. Because this guideline details a process, it can be applied to both new and renovation projects.

The commissioning process includes specific tasks to be conducted during each phase in order to verify that design, construction, and training meets the Owner's Performance Requirements (OPR). This guideline in concert with our Division 1, 15 and 16 commissioning specifications as well as our Building Closeout and Transition Program describes the overall commissioning process in order to provide a uniform, integrated, and consistent approach for delivering and operating facilities that meet Facilities' ongoing requirements.

This edition of the Recommended Guidelines for Facilities Building Commissioning is intended to assist Facilities project managers during the development and implementation of the commissioning process. It is anticipated that, once the principles stated herein have been tested, updates to the guidelines will be necessary. Comments or suggestions on how to improve this document and the quality of facilities at Williamson County Facilities would be greatly appreciated. Please send all comments to the Commissioning Program Manager at the Facilities in Georgetown, Texas.

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EXECUTIVE SUMMARY

Commissioning is a planned, collaborative, and systematic process of review, testing and documentation collection conducted to confirm that a structure and its subsystems perform as designed and as expected by the building occupant. In most cases, this procedure takes place during the entire project, from planning through final acceptance of the building. Commissioning has been shown to improve building quality in thousands of major projects nationwide. Commissioning (more specifically the commissioning authority) should not be confused with project management or construction management (project manager (PM) and/or construction management (CM)). A project manager is the person assigned responsibility and accountability for the project. This person is responsible for delivering the project in the agreed schedule, to the correct technical specifications, i.e. defined to meet user requirements, and within the approved budget and other specified criteria, e.g. key performance indicators[1].

Construction management is a professional service that applies management techniques to the planning, design and construction of a project from inception to completion for the purpose of controlling time, cost and quality. PM's and CM's share a commonality which focuses resources on time, cost and schedule. Commissioning, in contrast, focuses on the overall quality, operability and completion of the project using the KPI and Owner's project requirements as a basis for the success criteria.

Facilities has opted for three methodologies in the delivery of commissioning services all of which are based on the implementation of the Facilities Cx Guideline and program:

1 Internal staff resources provide all commissioning necessary for small to mid size projects and retrofits.
2 Independent commissioning authorities contracted by Facilities for large or mission critical projects where Facilities internal resources cannot commit or fulfill the necessary time requirements for the successful completion of commissioning task.
3 Collaborative approach in which Facilities internal staff will act as the CxA project manager and coordinate a team of individual contract designees or internal staff to fulfill the commissioning program requirements.

Regardless of the methodology, the CxA (Commissioning Authority) should be chosen based on experience and in a manner similar to consulting engineers and architects where experience, resources, skills and the required amount of availability and flexibility are appropriately addressed.

[1]The Key Performance Indicators (KPI) determined at the beginning of the project, reflect directly on the key objectives (goals) of the project and provide the basis for project management trade-off decisions during the course of the project. At the completion of the project these KPI's will be the most relevant measures to confirm the acceptability of the project and its product by the project's stakeholders as being successful. The KPI's will also be documented in a Williamson County Facilities Management Central database to continually evaluate building metrics, value and lifecycle cost benefits (Location TBD).

Facilities Factors Supporting the Need for Building Commissioning
■ Unclear Owner's Performance Requirement (OPR) ■ Complex building systems ■ Increased specialization without integration ■ Unclear standards and criteria for gauging system performance ■ Lack of functional performance testing ■ Conflicts between specifications and applicable codes ■ Conflicts between program management and long term operability ■ Inadequate system documentation ■ Current maintainability and accessibility problems ■ Inadequate provision for maintenance, O&M manuals and training ■ Numerous change orders and cost overruns ■ Unfinished systems at project completion ■ Poor quality of design and installation ■ Lack of records including change order authorization and agreements to reduce scope ■ Current reality of significant unbudgeted time for follow-up to remedy errors and omissions using operating budgets ■ Facilities PMs overworked ■ Potential lack of OEM at project turnover ■ Typically no construction manager on the job ■ Lack of appropriate resources to develop, implement and perform necessary quality assurance programs.
Sources: U.S. General Services Administration Building Commissioning Guide, July 2003, Facilities Initial Project Evaluation October 5, 2006

It is anticipated that the Facilities commissioning program will be available for all projects as a resource and management tool. The Facilities Commissioning Program team will/can provide all materials and resources necessary for the announcement, review and selection of an outside third party commissioning firm. The Facilities Commissioning Program team can also manage the commissioning process by providing actual commissioning services or by ensuring that contracted independent commissioning firms are fulfilling their contractual obligations. Facilities PMs should look for a staff that includes both professional engineers and experienced technicians when awarding projects to CxA firms until such time as the release of this program. One should also expect commissioning

service providers to participate in the national commissioning community through conferences, continuing education, and as participants in national peer organizations.

All building programs at Facilities will require commissioning for at least the mechanical, life safety, and electrical portions of the project. As Key Performance Indicators are evaluated, commissioning may expand to a total building function. The determination of whether to use an independent or internal staff commissioning provider should be evaluated using this simple criteria:

Use of an independent third party commissioning provider is considered standard procedure for all new building projects.

Use of the collaborative program should be considered when the complexity of the project or the time commitments couldn't be completely fulfilled by Facilities' internal staff or in situations in which multiple remodel projects are being assigned to one Facilities internal staff to manage the commissioning aspects.

Program managers should anticipate a budget between .75 percent to 3.0 percent of the new building construction for total building commissioning. If only select systems are to be commissioned, then the recommendation is to budget an average of 3.0 percent of the system component cost for commissioning of that system. These fees are exclusive of travel, videotaping, testing-adjusting and balancing (TAB) work, and extra certifications beyond occupancy. If 3.0 percent of the new building construction is less than $3.5k and the project will require third party commissioning, it is recommended to use the estimate of $3.5K amount due to a minimum amount of time needed to perform the commissioning process.

While the cost of commissioning constitutes only a very small part of the cost of the initial construction process, it has been shown to be a significant, positive contributor to the economical construction and maintenance of the facility for years to come. In a recent study conducted for the U.S. Department of Energy, the cost of commissioning was actually determined to be a negative number for the Owner. The expected first cost increase for these services actually lowered the entire first cost of the project. Metrics below do not reflect the additional long-term operational savings

COMMISSIONING METRICS (These Numbers need to be revised)
U.S. DOE
Cross Section of Building Types (Administrative, Data Center, Production, Research)

Project Types	Average Total Cost of Construction (millions)	Average Square Feet (thousands)	Average # of Deficiencies Discovered	Average Commissioning Cost	Net Cost Cx Cost-Cost of corrections prior to turn over.
Project "A" Type	$14	36	622	$155,000	-$128,960
Project "B" Type	$48.6	360	528	$265,000	-$162,925
Project "C" Type	$10	55	650	$168,000	-$396,875
Project "D" Type	$10.1	52	473	$123,000	-$202,527

SECTION 1 - WHAT IS COMMISSIONING?

Simply stated, commissioning is the process of making sure a building works as intended. A more complete definition is:

> **"Systematic process of assuring by verification and documentation, from the design phase to minimum of one year after construction, that all facility systems perform interactively in accordance with the design documentation and intent, and in accordance with the Owner's requirements, including preparation of operation personnel"** [2]

Let us take a closer look at this definition:

Commissioning is *systematic*. Benefits from commissioning can be achieved no matter when the process starts. The earlier one begins the process of commissioning, the greater the potential benefits are. The maximum benefit will be achieved when commissioning is a part of the project from the very start. Furthermore, commissioning must be *integrated* into the project, meaning that commissioning is made integral to every stage of the project: design, construction, acceptance, and post occupancy (warranty).

The factors of *planning* and *integration* are two key points that set commissioning apart from traditional construction quality assurance processes. The American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE)[3], a leader in HVAC issues, offers several resources that are helpful for becoming acquainted with commissioning for mechanical systems. Another important resource for learning about commissioning is the Facilities Online Commissioning resource tool (www.Facilitiesxxx.Facilities.com) that provides a self-paced course on Facilities commissioning standards, resources and programs.

Historically, the term "commissioning" has referred to the process by which the heating, ventilation and air conditioning (HVAC) systems of a building were tested and balanced according to established standards prior to acceptance by the building Owner. Facilities, however, recognizes that the use of commissioning is key for the integrated nature of all building systems performance that impact our sustainability, workplace productivity and security. Because all building systems are integrated, a deficiency in one or more components can result in sub-optimal operation and performance among other components. Remedying these deficiencies can result in a variety of benefits including:

[2] GSA Guideline "Building Commissioning"

[3] ASHRAE can be contacted in Atlanta, GA at 404-636-8400 or e-mailed at edu@ashrae.org. The ASHRAE web site can be accessed at www.ASHRAE.org.

- Lower utility bills through energy savings
- Improved environmental/health conditions and occupant comfort
- Improved system and equipment function
- Improved building operation and maintenance
- Better building documentation
- Shortened occupancy transition
- Significant extension of equipment/system life cycle
- Reduced construction cost
- Increased reliability of building systems
- Improved building occupant productivity
- INCREASED BOTTOM LINE PROFITIABILITY

This highly integrated approach has been adopted by the National Institute of Building Sciences (NIBS), General Services Administration (GSA), Department of Energy (DOE), Department of the Navy, and many other federal, public and private entities. According to the GSA,[4] the largest owner and operator of buildings in the United States, commissioning will become business as usual due to the tremendous benefits it bestows upon the projects. Furthermore, total building commissioning is the Public Buildings Service process for quality assurance in new construction and facility modernization. "It is the process for achieving, validating and documenting that the performance of the total building and its systems meet the design needs and requirements of the Owner."

1.1 Planned and Integrated Commissioning is Crucial

Using the Facilities commissioning process during the design phase does not significantly change the way the design firms do business or the way we should manage our projects. It provides the design firm with additional information they need to do their job, requires that they document all assumptions, and that they submit quality design products. In essence, it requires them to fulfill their contract obligations to us!

Each design option developed by the design team must be linked back to the OPR (Owner's Performance Requirement) document. When a specific OPR cannot be met, that situation should be identified and the reason given as to why it cannot be met. The project team then evaluates the design options on their ability to meet the OPR as a whole. Tradeoffs are made based on cost, risk, schedule or other considerations, and the OPR is updated to reflect the decisions made.

[4] GSA publication "*GSA Guide to Building Commissioning"*

The process of selecting each design option is critical in that the designers are working as part of the project team to hone the shape, size, and type of facility and components to meet the OPR. Sufficient time must be spent during this step to ensure that all questions and concerns have been addressed and agreed to by the project team. Mistakes that are not caught during this step have repercussions throughout the life of the facility.

The implementation of commissioning during design is important because of several key services and benefits that the process provides to us including:

Commissioning Benefits During Design Phase

- Early introduction to the commissioning plan avoids exposing team members to unexpected reviews and service requirements during the course of the project.
- The CxA should confirm that the Owner's Performance Requirement (OPR) is complete during design phase. If not complete, the CxA should develop the initial OPR document that will be turned over to the A/E team so that the Basis of Design (BoD) can be developed. The OPR document is described in more detail later in this paper.
- The CxA contributes to the documentation of the Basis of Design (BoD) in several ways. Once the designers begin submitting their BoD information, the CxA must review the information to verify that it is a quality effort and to help reduce the occurrence of omissions. Next, as a part of the design review, the CxA must also compare the BoD information supplied by the designers with the OPR, to verify that the design does not violate the Owner's requirements.
- The CxA should check the construction plans and specifications during the pre-bid phase to confirm that the documents include provisions for commissioning, including systems testing and sequence of operation verification.
- The CxA should provide the requirements for commissioning in the specifications so that the general contractor is aware of their responsibilities prior to submitting a bid.
- The CxA's presence at pre-bid and preconstruction conferences should further acquaint construction personnel with the commissioning process and draw the constructor(s) into the project team.
- The CxA should document any changes that are made to the BoD, and identify them to other members of the design team so that the design team can insure the coordination of the drawings and specifications.
- The CxA can aid the designers by supplying a consistent format for guidance, which is likely to be very valuable to designers new to the BoD and the commissioning process.

1.2 Commissioning is Collaborative, Systematic, and Documented

Commissioning is *collaborative*. It is a team process from the very beginning. *One of the most important responsibilities of the CxA is team formation and the development of an accepted and standardized communications protocol.* The experienced commissioning professional verifies that quality is included in the project from start to finish by creating a heightened respect for quality within the team. To be sure, there is a certain amount of error identification, both in design and construction; but mainly, quality is built in, not inspected in!

Commissioning is *systematic*. Commissioning includes testing all items in all modes of operation. Equipment is first inspected in a static condition to assure it is installed correctly **(Field Verification)**. Moving equipment is then started up and electrical equipment energized for the first time under controlled conditions **(Functional Verification)**. After equipment is started up, systems of equipment are tested running together to prove that the system as a whole will operate as required **(Performance Verification)**.

Systematic refers to the commissioning building blocks of review, inspection, startup, and testing. It also refers to the "systems" nature of modern buildings. The commissioning process is organized by system components, including air handling units, pumps, boilers, chillers, water treatment, fire alarms, smoke evacuation, door locks, roofs, and walls. Grouping the building into subsystems makes it easier to understand how the building works and provides a framework for commissioning.

Commissioning is *documented.* The value of commissioning remains long after the building is accepted and turned over to the O&M staff. In the course of commissioning, key parameters of the systems are documented, organized, and preserved in the commissioning report. Not the least of these items is the OPR. The commissioning report records the intended use of the building and its various spaces so that if operation and maintenance personnel change, O&M staff will be able to understand why things work the way they do.

The review and approval of the O&M manual and the organization of the training program are also assigned to the CxA. This further insures that the tools required for future correct building operation are provided for Facilities' operational staff by the time of the completion of the project.

SECTION 2 - WHY COMMISSION?

There are two main benefits of commissioning:

- Facilities can have assurance of a correctly operating building at completion.
- Facilities can have a basis for confidence in continued correct operation due to documentation and staff training.

Recent studies conducted by Department of Energy indicate that on average the operating costs of a commissioned building range from 8% to 20% below that of a non–commissioned building. Certain available commissioning implementation tools, such as energy modeling and verification, may even result in a negative capital investment cost. Facilities' goal in adopting building commissioning is:

- To safeguard our building interest, by implementing solutions that best represent and meet the long term efficiency and functionality of all buildings and meet the expectations of our customers
- To improve facility operations
- To optimize the value received for each construction dollar spent
- To improve Indoor Air Quality (IAQ) and decrease liability due to IAQ problems
- To reduce unnecessary energy consumption
- To increase the productivity of our employees

To better understand these benefits, consider the increase in the complexity of building components over the past three decades. A greater increase in the complexity of building components has come about in the last thirty years than in the 200 years before. Thirty years ago, buildings operated by microprocessors were a novelty. Now nearly all buildings are operated by a Building Automation System (BAS) and large research facilities may have hundreds of microprocessors controlling everything from lights and comfort to the safety and security needs of the occupants. The same is true regarding automatic valves, actuators, solid-state sensors, occupancy sensors, CO_2 sensors, variable frequency drives, pure water systems, fume hoods, biological hoods, and other modern appurtenances.

Consider the increasing use of technology to meet the demands of safety and efficiency. The energy crisis of the 1970s brought about a huge increase in America's energy consciousness. This is reflected today in building codes as well as design standards. Buildings must operate at a higher level of efficiency than they did thirty years ago. They attain this level of efficiency largely by using the sophisticated components described above, coupled with complex computerized building operating strategies.

Benefits of Commissioning for Facilities

- Reduce change orders
- Reduce project delays
- Enforce start-up requirements
- Shorten building turnover period
- Reduce post-occupancy corrective work
- Minimize effects of design defects
- Improve indoor environment and employee productivity
- Increase building maintainability and reliability
- Reduce energy and operating costs
- Increase value through better quality construction
- Enhance move in experience of our customers
- Reduce overall cost of new building delivery
- Provide market awareness of sustainable efforts at Facilities

Consider also the increase in the use of new materials over the past two decades. New materials have been incorporated into wall finishes, insulation, carpet, ceiling tiles, window coverings, office equipment, furniture, paper, books, cleaning agents, and almost every other item to be found in the modern workplace. All these items either cost less or provide better service. Some do both. Unfortunately, many of them contain untested chemicals that deteriorate the building air quality and cause allergic reactions for some workers unless a building's HVAC systems are operating correctly.

Top Deficiencies Discovered in Facilities' New and Existing Buildings

- Incorrect scheduling of HVAC and day lighting systems
- Incorrect heating and cooling sequence of operations
- Incorrect calibration of sensors and instrumentation
- Lack of control strategies for optimum comfort and efficient operation
- Malfunctioning air- and water-side economizers
- Under-utilized computer-based control systems
- Short-cycling of HVAC equipment leading to premature failure
- Lack of design intent and building documentation
- Lack of training for building operators or service contractors
- Missing specified and paid-for equipment
- Lack of uniform building deficiency tracking
- Occupancy determined by schedule not functionality
- Lack of turnover standards and documentation
- No warranty documentation
- No design intent determined for buildings
- No measurable KPI's
- Meeting OPR can take years
- Lack warranty troubleshooting procedures and standards
- Lack standards of review for controls and points prior to acceptance
- Lack of acceptance program
- No energy consumption tracking or verification program
- Lack of consistent O&M training program
- Lack of clearly defined roles of all parties and their responsibilities

2.1 Commissioning for Maintenance

In the same way that engineering fees have remained relatively fixed, funding for maintenance and operations has stayed about the same on a unitary (per square foot) basis for a great number of years. Maintenance funding fails to reflect the increased complexity of buildings, as well as the need and cost for education and ongoing re-training of the O&M staff.

An ever-widening gap has developed between what a constructor installs and what O&M staff members are ready to accept. System components can be correctly sized, specified,

and supplied, but not installed, adjusted, and integrated to work optimally on the job. The consequence is that the noncommissioned building does not work correctly when it is built and the O&M staff does not have the time to figure out why. In fact, the O&M staff may be unaware that the building is operating incorrectly until the occupants complain.

Unfortunately, by this time, the building occupants' productivity has been reduced and they have come to expect no better than the poor building environment given them. Already, this new building is in an operations death spiral in which the building staff spends all their time attacking the symptoms of installation and design problems but have no training or time to attack the root causes. Evidence of such a situation may be seen in the bypassing and disconnecting of automatic controls, whether because of a lack of operational and maintenance training or because of equipment that has not been tested and adjusted to work smoothly as part of the overall installation. The result is steadily deteriorating environmental quality in the workspace, reduced energy efficiency, and building performance that falls short of the Owner's expectations.

The cost of these consequences is huge and can easily add up to many times the cost of commissioning.

Commissioning is the quality management process applied to building construction. It builds quality into the project and confirms correct operation through testing.

SECTION 3 - WHEN TO COMMISSION?

Facilities' Commissioning process should be performed on all new buildings and on any building remodel projects costing approximately $50,000 or more. On projects smaller than this, Facilities should execute its Commissioning Lite process. Projects that involve the installation of Electrical and/or HVAC equipment that has to be integrated into existing systems. Commission should be done on projects that change occupancy and/or intent of area of the building.

3.1 Budgeting for Commissioning

When considering budget criteria for commissioning, project managers should consider the following factors: What is the cost to Facilities if the building is energy inefficient? Environmentally wasteful? Inflexible? Seismically unsafe? Inaccessible? Unresponsive to client needs and Costly to Operate?

No set standards can be applied to determine the proper cost of commissioning for every building. The extent of desired commissioning services will affect the budget requirements. Factors such as building complexity, systems to be commissioned, critical operations inside the building, level of testing required, operation and maintenance goals, training requirements, project duration, and travel requirements all need to be considered in the budgeting process.

- Total building commissioning cost ranges from 0.75% to 3.0% of construction cost.

Cost Savings from Building Commissioning
■ Energy savings of 20 to 50 percent ■ Maintenance savings of 15 to 35 percent ■ Reduction of claims of 2 to 10 percent ■ Reduction of in-house overtime costs ■ Reduction of trouble-shooting costs
Source: Building Owners and Managers Association (BOMA) cost data for office buildings

Testing of sophisticated electrical systems such as emergency generators, uninterruptible power supply (UPS) systems, automatic transfer gear, etc, when included in the CxA contract will increase the cost of the electrical system commissioning.

Various surveys on the cost of commissioning have been conducted throughout the U.S. and Canada. These surveys provide a starting point for budgeting. The data collected to date, indicate the cost of commissioning appears to range from 1.5% to 4.5% of the cost of the systems to be commissioned. For a building of average complexity and construction schedule, the cost of commissioning should be about 3.0% of the construction cost for the systems being commissioned. An average cost for basic commissioning of mechanical and electrical systems appears to be 3.0% and 1.5% respectively. For commissioning of sophisticated buildings such as research facilities and laboratories, this range can rise to 3.5% to 4.0%. For commissioning of simple fan-coil systems, the cost will be below these values. In the event that total building commissioning is desired, we recommend using 1% to 3.0% of the total construction cost in the project budget.

SECTION 4 - COMMISSIONING DELIVERY METHODS

The "How To" process of commissioning begins with the decision-making requirement of "Which delivery method?" As important as it is to implement a commissioning process, the method selected is crucial to the success of a project. Relationships and trust established at the onset of the project are the significant drivers for success. Many factors and variables (procurement, purchasing, resources, budget, schedule) greatly influence which delivery method is chosen. Facilities has adopted three primary commissioning delivery methods, which are outlined below.

4.1 Commissioning Delivery Methods

The combination of variables in the commissioning delivery selection process has led to the development of primary commissioning delivery methods adopted at Facilities:

- Engagement of independent commissioning provider
- Sole Facilities internal staff resource performs commissioning services
- Collaborative approach where Facilities internally manages a team of contracted providers

Which method is employed is driven primarily by project cost and complexity together with resource availability. While we may assume that it is always better to use internal Facilities resources from an operations support team, our experience suggests that time allocation, conflicting priorities and lack of excess capacity have degraded our ability to provide this service. Thus, for most projects our standard procedure would be the engagement of an independent CxA provider who would fulfill the obligations as outlined in our commissioning program.

Facilities has purchasing and procurement regulations and procedures in place to support this process. Therefore, the details of these processes are not enumerated here. Instead, the focus is on explanation of the delivery methods. In subsequent sections, development of the Scope of Work, Scope of Services, and other project specific aspects are covered.

4.2 Understanding and Evaluating the Options—Pros and Cons

Pros and cons stated herein are given for extreme effect to illustrate the stereotypical point. As further illustrative examples, imaginary quotes are listed in "role playing" fashion to demonstrate possible scenarios. We believe that in real life, the teams, players, and examples given may well be more moderate than the examples given here.

At the same time that the project delivery method is chosen and the decision is made to include commissioning, the commissioning delivery method should also be determined.

4.2.1 Option 1: Engagement of Independent Commissioning

In this option, an independent, separate entity assumes responsibility for administering and implementing the Facilities commissioning program under contract directly to Facilities.

Again, whenever Facilities selects this choice, the CxA should be separated from the design element or construction management unit in order to provide Facilities with the independence required for the commissioning process to be successful and to avoid any conflicts of interest.

The CxA should have a separate professional services contract in place with Facilities. (It is envisioned that a separate Facilities business partner (DBP) may manage this program for Facilities. If so, a project manager would contact the DBP, and they would arrange for all commissioning services) The CxA should be independent of the other stakeholders (Owner's project manager, A/E, construction managers, and construction contractors). It is important that the CxA has design, construction, and operations experience for the type of systems and assemblies included in the project. Expertise and experience in successfully implementing the Facilities commissioning process should take priority over knowledge of all systems and assemblies. The CxA should have internal technical resources for each specific system and assembly. Contracting for commissioning process services through a separate, independent professional enables the CxA to focus on the commissioning process and to avoid potential conflicts of interest. This separate relationship allows the CxA to act independently as director of commissioning process activities and to focus on the functionality of systems and assemblies relative to the OPR. For this reason, the CxA must be able to communicate directly with the Facilities project manager. Additionally, for the commissioning process to be successful there must be a cooperative atmosphere among all parties to avoid adversarial relationships. To achieve this, all parties should be represented on the commissioning team.

The CxA will implement the detailed Facilities commissioning program requirements, which verify the OPR, and subsequent deliverable task as outlined in the Facilities Commissioning Specification. While Facilities maintains standard commissioning specifications and design guidelines, the CxA will review the Facilities Standard Commissioning Specifications and Design Guidelines and suggest any modifications that are necessary with the Facilities project manager. Therefore, regardless of the selection of a CxA and the use of design guidelines the CxA is a contributor to the project specifications (construction contract documents).

Pros

- Classical independent consultant can provide impartiality without a link to profitability or reverse incentives.
- Data is provided directly to Facilities (saves time, translation).
- The fox is not guarding the hen house.

- Since they are not responsible for the design, the independent CxA is more likely to ask questions, acting as the Facilities' advocate to identify failure scenarios.
- They may bring field testing experience to the design phase.

Cons

- The third party role can result in "reporting" without resolution. Because the independent authority is not responsible for design or construction.
- Who takes the lead to resolve issues or effect change and action where needed?
- If not brought on board early enough, or brought without buy-in to the team and the design or construction process to date, the independent firm can lack the "can do" attitude earned by the rest of the team. It may introduce rework and potential conflict with A/E and or the general contractor.

4.2.2 Option 2: Owner-Led Commissioning

In this method, Facilities implements the Facilities Commissioning Program via in-house staff. No external third party authority, constructor or designer is retained. Facilities must have an experienced field commissioning and management team on staff trained in the use and implementation of the Facilities Commissioning Program and tools. This would also include the capability to provide all necessary commissioning disciplines (mechanical, electrical, etc.) in a timely and effective manner. While the CxA can be an employee of Facilities, they should not be part of the project design team. Whenever this choice is made by Facilities, the CxA should be separated from the design element in order to provide Facilities with the independence required for the commissioning process to be successful and to avoid any conflicts of interest.

Pros

- Facilities retains control and decision-making ability over all other parties.
- Quick, single-point action is possible.
- No information translation loss from CxA team to Facilities.
- Facilities' team retains all the lessons learned during the commissioning process.
- Provides Facilities with another opportunity for designer and constructor performance evaluation.

Cons

- Facilities may not have enough staff or staff with enough detailed technical knowledge.
- Facilities may not be able to maintain impartial control and decision-making ability.
- Owner may not have a sufficiently assertive manager to run the commissioning process well and resolve conflicts in a timely manner. For example, the case may

arise in which a difference of opinion exists between a headstrong design engineer and an unyielding mechanical trade subcontractor about some system requirement, which needs to be resolved decisively and quickly.

- Facilities' CxA leader may not be empowered to make decisions, take risks, or resolve gray issues given that the same project managers who may have been affected by commissioning may judge their employment advancement.
- True completion of a commissioned facility may be less likely without the benefit of state-of-the-industry professionals.
- True total cost, including callbacks, problems, and downtime may greatly exceed the apparent initial savings of not having an external CxA.

4.2.3 Collective Commissioning Program

In this option, Facilities internal staff will lead the commissioning process in concert with industry professionals and/or tradesmen. The use of this delivery approach has been designed to augment as necessary the labor or expertise short fall that can be found within facilities and engineering. The use of this delivery model is ideal for quick turnaround projects, retrofits and renovations. As in the other delivery methods, the Facilities Commissioning Program will be implemented completely however, the Facilities Commissioning project manager will assign segmented tasks to his team for execution.

Pros

- Reduce the need for additional full time facilities staff
- Enable the Facilities Commissioning Program for aggressive small projects with short turnaround times
- Emulates success criteria found in larger Facilities project experience

Cons

- Who takes the lead to resolve issues or effect change and action where needed?
- Potential for fox guarding the hen house (conflict of interest)
- Potential for drive by reporting

SECTION 5 - IMPLEMENTING THE COMMISSIONING DELIVERY PROCESS

Commissioning will now be implemented on all Facilities projects. In order to begin the program several questions in regards to project programming may be helpful to review.

5.1 Q: As a Facilities Project Manager, which delivery method should I use?

A: As soon as the project begins programming and/or preliminary design, the Facilities PM should decide the Cx delivery method that will be used for the project. Generally, the appropriate choice of delivery method is determined by a combination of items, including the following:

- The level of sophistication of the building
- The level of sophistication and availability of Facilities' in-house resources
- The budget that is available for the commissioning effort
- The skill sets of the parties that will be involved in the construction project (low bid, versus CM, versus negotiated, geographic region etc.)
- The experience of contractors and their subs with the commissioning process
- The skill sets of the commissioning service providers who will be sent a CWA
- If the DCP is approved, consultations with the program director for commissioning will aid in this effort.
- As discussed earlier, while Facilities would prefer to use internal resources, for most projects involving new facility construction, data centers, manufacturing or extensive renovation, the use of an independent provider pre-approved by Facilities would be the logical choice.

5.2 Q: When should I select the commissioning delivery method?

A: The commissioning process should be started early in the programming or pre-design phase. If that is not possible, the CxA should be selected early enough for them to contribute as a member of the design team. As defined previously, commissioning is a systematic process beginning in the design phase. At this point, the design team can begin working with the CxA to (1) develop the commissioning-focused quality assurance procedures for the design; (2) develop the building product that meets the Owner's performance requirements; and (3) develop the drawings and specifications that will facilitate commissioning during the construction phase.

5.3 Q: What level of commissioning is appropriate?

A: Williamson County Facilities Management, expects that all projects will fulfill the intent and requirements of the Facilities Commissioning Program. The depth and amount of resources are a function of the complexity and the critical nature of the building systems. Obviously, a mission critical process has greater needs than a spec office complex. The Facilities customer, PM, and the design/engineering team should work together to determine the needs. A***s a minimum, all mechanical, electrical, plumbing, security, and critical systems will be commissioned. This would include the following typical deliverables:***

- Predesign/Planning development of OPR
  a. Development of initial commissioning plan
  b. Training for project team on Facilities' CxA
- The Design Stage
  a. Maintain master issue log in Facilities' (Database TBD)
  b. Schematic review
  c. Design document review at 50% & 100%
  d. Construction Document review at 50%, 75% & 95%
  e. Review and modification of specifications regarding commissioning
  f. Development of checklist for equipment
  g. Development of functional testing requirements
- The Bidding Stage-Respond to questions concerning commissioning requirements
- Construction
  a. Submittal reviews concurrent with Facilities
  b. Development of commissioning schedule
  c. Site observation
  d. Witnessing of critical systems
  e. Review RFI & change order logs and submittals
  f. Deficiency tracking (Database TBD)
  g. Reporting
  h. Asset data collection
  i. Test and balance verification
  j. Review of O&M drafts
  k. Review of training program
  l. Static inspection (field verification) of components and systems
  m. Startup (functional verification)
- Acceptance
  a. Initial functional performance testing
  b. Integrated functional performance testing (performance verification)
  c. Deficiency resolution tracking
  d. Review of as-built drawings and completeness
  e. Acceptance of O&M manuals and systems manuals (soft & hard)

f. Delivery of commissioning report

- O&M staff training and documentation
- Warranty review and seasonal testing
  a. Review of outstanding issues
  b. Review of building optimization needs
  c. Deferred testing
  d. Lessons learned presentation.

5.4 Q: When do we implement the commissioning process?

A: In most cases, the earlier in the project that commissioning activities can begin; the greater the effect they can have on the performance and outcome of the design, construction, and commissioning process. Various reasons for this advantage include the following:

- The CxA needs to develop a relationship of trust with the design team and with Facilities' staff. When CxAs are brought in late in the design phase, the designers have a tendency to view them as adversaries and not members of the team.
- The CxA needs to have a full understanding of the OPR. Such an understanding can be communicated more effectively in face-to-face meetings with all parties involved, rather than in written form only.
- Ideally, the team members selected to perform commissioning will have extensive experience with startup and troubleshooting of buildings. They may identify design issues that will be much less costly to correct on the drawings than after the systems are constructed.
- It is important that the constructor have a clear understanding of the constructor's role in the commissioning process. The CxA should list those requirements clearly in the specifications, especially when using a CM to help with the construction budgeting process.
- The CxA will help to ensure that sufficient balancing devices, measuring devices, and control items are included in the bid documents, which is more cost effective than adding these devices to the project through the "change-order" process.

5.5 Q: What are the benefits of early commissioning?

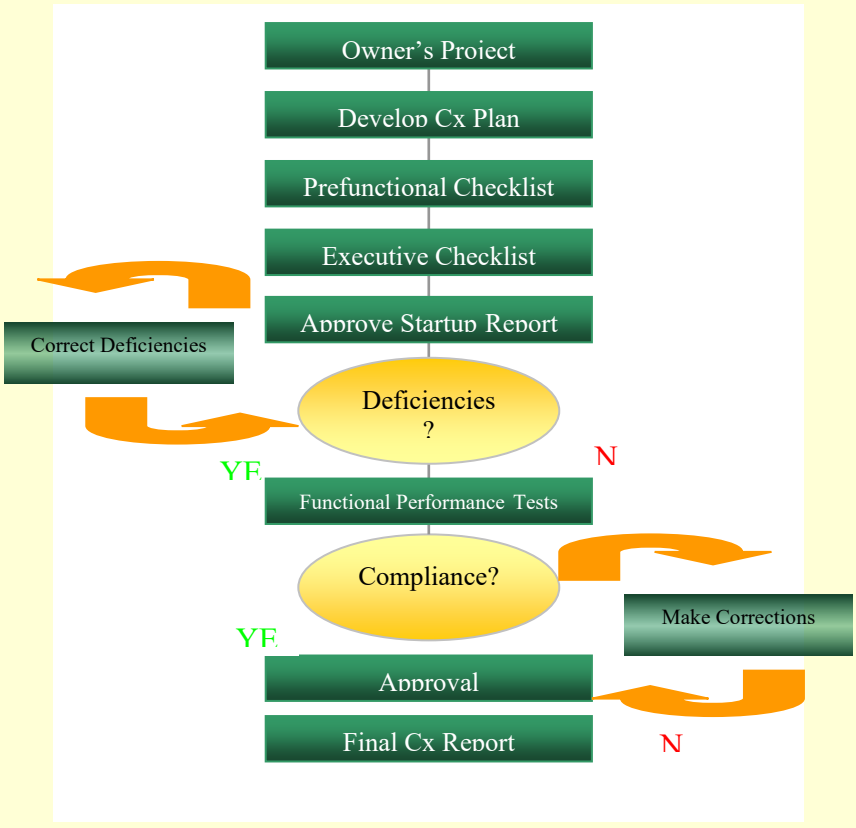
A: In almost every case, the earlier in the project that the commissioning activities can begin, the greater the benefit they can bring to the performance and outcome of the design and construction processes, and the commissioning process itself. Why is this true? Because these processes all profit from collective experience, feedback loops, and lessons learned and shared. If the commissioning

entity is able to influence or create the design intent document, they can bring their knowledge from the field of "what works" to the design stage, resulting in a building that, by design, will have a better chance of working as intended.

SECTION 6 - THE COMMISSIONING PROCESS—STEP-BY-STEP

A comprehensive view of the integrated commissioning process can be considered to have nine distinct phases in the following order:

- Predesign/Planning
- The Design Stage
- The Bidding Stage
- Early Construction
- Static Inspection (Field Verification)
- Startup (Functional Verification)
- Shakedown (Performance Verification)
- O&M Staff Training and Documentation
- Warranty Review and Seasonal Testing



Commissioning Process

6.1 The Commissioning Process—Predesign/Planning

A sample Owner's Performance Requirement is included in Appendix G of the Facilities Commissioning Plan.

The most important components of this early phase of the project are the Owner's Performance Requirement (OPR) and the Basis of Design (BoD) documents.

The OPR is Facilities' *intention and expectation* of the *design and operations* of the building. It is the Owner's requirements for a successful building. It is a written document that details the functional requirements of a project and the expectations of how it will be used and operated. This includes project and design goals, measurable performance criteria, budgets, schedules, success criteria, and supporting documentation. In order for the project to be successful, the project team must achieve these requirements and document the achievement.

Regardless of what the document includes, it is architectural in origin: having been developed in association with the project design team. The document is performance-based and concentrates on what the occupants *need* instead of focusing on how the design team will provide it.

This does not mean that architectural considerations are foremost in the document. If only mechanical and electrical systems are being commissioned, then a sufficient OPR may be 90% those disciplines and 10% architectural issues (such as building code requirements, occupancy, etc.). The OPR, once complete, is then turned over to the A/E design team. They have the responsibility to develop the BoD, the primary document that translates the Owner's needs into building components such as occupancy type, room size, population, air quality, etc. The design team will produce design documents based on the BoD.

The job of the CxA is to assure that components have been supplied and installed correctly according to the bid documents, and to assure that the occupant's needs are met as described in the OPR. Therefore, the CxA needs both the OPR, based on the architect's knowledge of the occupants' needs and the design itself, showing the specified solution.

The OPR should be referred to frequently in the construction process. At the pre-bid conference, the design team should present it and solicit ideas from the constructor. It is true that the constructor will build according to the plans and will expect change orders for any work not shown on the plans. It is also true that some constructors will count on making money from such change orders and so will tend not to suggest improvements prior to bidding. However, some constructors may make such suggestions prior to bidding if they are given a chance to see the actual intent of the structure. If they are given only the design, and not the intent, they cannot be expected to help improve the project without change orders.

The document should be presented again at the pre-construction conference. The presentation of the OPR document at the pre-bid and preconstruction conferences should

be used as a team-building tool in defining a common goal. This is where the communication and team-building skills of the CxA are very important.

When the OPR is presented to the constructor team, the Basis of Design should accompany it. The Basis of Design explains how the design team chose certain systems and space arrangements to meet the needs of the occupants.

The most basic inclusion in the OPR is the general description of the building type (for example, data center, fulfillment center, support facility, office building, etc.). Beyond the building type, details are stated such as the occupant's age group, particular needs with regard to air quality, outside air volume, occupant load, and pattern of occupancy.

For instance, the OPR might describe a testing area that is to hold one hundred persons for two hours, be empty for an hour after that, all the while providing comfort and operating at maximum energy efficiency. The Basis of Design could specify a variable air volume system integrated with occupancy sensors and special programming, while the actual design in the bid documents could specify components, air volumes, and the required control sequence. Commissioning would assure that the equipment has been supplied and installed correctly, the air volumes and control sequence are correct, and the overall system "works" at each occupancy level.

6.2 The Commissioning Process—The Design Stage

The CxA can enhance quality during the design stage after a competent review of the design documents. The CxA should coordinate this review with any design review Facilities may perform. Generally, reviews performed by Facilities engineering review group are limited to programmatic and code compliance and constructability issues. The review performed by the CxA should determine, at a minimum, that the documents:

- Are consistent with the OPR
- Specify commissionable systems
- Include inspection and testing details
- Include equipment parameters that can be verified
- Incorporate a layout that allows testing and maintenance
- Fully describe the commissioning process for the bidders

The CxA should review the contract documents during development and should offer comments and recommendations.

The review process does not transfer responsibility for the design, nor is it intended that the CxA “check” or “warrant” the design. Responsibility for design rests fully with the design professional. However, the review process should be used to provide an additional quality control feature to augment the design process.

The Facilities PM should monitor this process and make certain that procedures are in place within the team so that issues the CxA raises are reviewed and the team comes to a consensus about them. If a consensus cannot be reached on an issue, the process should document the issue and Facilities should provide a decision and direction in consultation with the appropriate design professional.

The CxA will also review the contract documents to confirm that each piece of equipment or system is capable of being tested and has objective performance parameters that can be confirmed. For example, the CxA will confirm that pumps and other hydronic devices have test ports specified to allow flow measurement and maintenance access at air handling units or at straight duct lengths where airflow measurements must be taken.

6.3 The Commissioning Process - Writing the Specifications

Sample commissioning specifications are included in the Appendices.

The CxA should review the Facilities Commissioning Specifications and Construction Guideline and modify as required (with approval from the Facilities project manager). Any modification to the specifications should follow the appropriate division as determined by the Construction Specification Institute's (CSI) *MasterFormat*™ classification of construction systems.

Section No.	Document/Section	List of Contents	Scope of Contents
01100	SUMMARY OF WORK	Work covered by contract documents Identification of separate prime contractors	Describe commissioning process activities as part of the project. Alert the contractor that FACILITIES has contracted for commissioning process services with a separate CxA. Delineate contractor's scope of work relative to the commissioning process.
01200	PRICE AND PAYMENT PROCEDURES		No special commissioning requirements
01310	PROJECT MANAGEMENT AND COORDINATION	Provisions about coordination of commissioning process activities among contractors and subcontractors; project meetings	Coordination of meetings and conferences

Section No.	Document/Section	List of Contents	Scope of Contents
01300	SUBMITTALS	Procedures for submittals	Submittal requirements for commissioning process activity reports and schedules should be specified in Sections 01811 to 01819 Add requirements here for additional copies from contractor to CxA and for approved submittals to be distributed to CxA
01400	QUALITY ASSURANCE		No special commissioning process requirements
01500	TEMPORARY FACILITIES AND CONTROLS		No special commissioning process requirements
01600	PRODUCT REQUIREMENTS		No special commissioning Process requirements
01700	EXECUTION REQUIREMENTS		General requirements for construction checklists in terms of format and submittal requirements.
01731	CUTTING AND PATCHING		No special commissioning process requirements
01770	CLOSEOUT PROCEDURES		Include requirements for CxA to review and approve O&M documentation
01810	COMMISSIONING PROCESS		General administrative and procedural requirements without regard to specific systems and assemblies.

Section No.	Document/Section	List of Contents	Scope of Contents
01811	BUILDING ASSEMBLIES COMMISSIONING REQUIREMENTS	Substructure Superstructure Building shell Exterior wall assemblies Roof assemblies Building interior Separations Paths of egress	Construction checklists Assembly description Performance requirements Prerequisites to Testing System or Assembly Test requirements Test Reports
01812	CONVEYING SYSTEMS COMMISSIONING PROCESS REQUIREMENTS	Elevators and lifts Escalators and moving walks	Construction checklists Assembly description Performance requirements Perquisites to testing system or assembly test requirements Test Reports
01813	PROTECTIVE SYSTEMS COMMISSIONING PROCESS REQUIREMENTS	Fire suppression (including pumps, sprinkler and standpipe piping and terminal devices) detection and alarms (including fire, smoke, gas and leak) Lighting protection Cathodic protection	Construction checklists Assembly description Performance requirements Prerequisites to testing system or assembly test requirements Test reports
01814	PLUMBING SYSTEMS COMMISSIONING PROCESS REQUIREMENTS`	Water distribution Sanitary waste Storm drainage Other plumbing systems	Construction checklists Assembly description Performance requirements Prerequisites to testing system or assembly test requirements Test reports
01815	HVAC SYSTEMS COMMISSIONING PROCESS REQUIREMENTS	Heat generation (including central equipment, distribution systems, and terminal devices) Refrigeration (including central equipment, distribution systems and terminal devices) Ventilation (including central equipment, distribution systems and terminal devices) HVAC control systems (including central equipment, distribution systems, and terminal devices)	Construction checklists Assembly description Performance Requirements Prerequisites to testing system or assembly test requirements Test reports

Section No.	Document/Section	List of Contents	Scope of Contents
01816	ELECTRICAL SYSTEMS COMMISSIONING PROCESS REQUIREMENTS	Power distribution (including central equipment, distribution circuits, and terminal devices) Lighting (including fixtures and controls)	Construction checklists Systems description Performance requirements Prerequisites to testing System or assembly test requirements Test reports
01817	COMMUNICATIONS SYSTEMS COMMISSIONING PROCESS REQUIREMENTS	Voice and data Sound and video	Construction checklists Systems description Performance requirements Prerequisites to testing System or assembly test requirements Test reports
01820	DEMONSTRATION		Coordination requirements with CxA
01830	OPERATING AND MAINTENANCE DOCUMENTATION		Coordination with CxA
	INDIVIDUAL SECTIONS IN DIVISION 2 THROUGH 16	Field quality control tests Adjusting and balancing Cleaning Demonstration	A statement requiring commissioning process Activities to be accomplished for system, subsystem, or equipment components as a part of its parent system. A statement that requires contractor to complete construction checklists and perform tests.

6.4 The Commissioning Process - The Preliminary Commissioning Plan[5]

Even though standard specifications for commissioning have been developed, the CxA will review and modify if necessary and develop procedure and specification into a preliminary commissioning plan. This plan extends Facilities' original system-by-system commissioning procedure into a scope of work that names actual components and systems

[5] See Sample Commissioning Plan in Appendix "X"

in the design documents. The CxA should develop procedures for each of the systems to be commissioned. This interim plan should be incorporated into the specifications to give the constructor the best possible idea of his part in the process. After the bid is awarded and submittals are approved, the CxA writes the formal commissioning plan that completely describes the commissioning work.

6.5 The Commissioning Process—The Constructor Selection Stage

The selection of the constructor is a brief but important time in the commissioning process. This is the first opportunity to bring the constructor(s) into the process, and it is vital that the constructor cooperate in the commissioning process if the team is to reach the goal of a quality building. Constructor personnel perform the inspection and testing required by the CxA. It takes constructor time, and it costs the constructor money. It also saves the constructor time and money through reduced callbacks and the early and fair resolution of problems. Overall, the constructor and subcontractors will save more than they spend on commissioning, although they may not believe this at first.

As the bidders/proposers prepare their bids/proposals, there will be questions about their roles in commissioning. The CxA should answer these questions, either at a pre-bid/pre-proposal conference, in writing, or both. Although commissioning is still a new and developing practice for Facilities, it has been found that most constructors readily accept commissioning once they understand it. Furthermore, they accept the process much more readily if the CxA exhibits a positive, helpful, cooperative approach right from the start. This is a key aspect of independent third party commissioning. The CxA team leader should have excellent leadership and team building skills.

In addition to answering constructor questions, the CxA may need to answer questions for the design team. This is especially true if the project bids/proposals come in over the cost estimate. The CxA may be called upon to evaluate the savings in commissioning costs that should result from cutting portions of the project out to make the required budget. Indeed, the CxA may be required to help defend the commissioning process itself from elimination in view of a budget problem.

When the pre-bid/pre-proposal conference is organized, the CxA should be placed on the agenda to present a brief overview of the commissioning process and answer specific questions posed by the constructors. The questions and answers that come out of this conference, including those related to commissioning, should be recorded in the minutes and issued in writing to all bidders/proposers as an addendum. The CxA should provide answers to commissioning questions to the Owner’s project manager.

Subsequent addenda will answer questions posed to Facilities and the design team after the pre-bid/pre-proposal conference; however, they may or may not include commissioning questions. All commissioning questions posed by the constructor should be routed through the Facilities PM and then to the CxA to assure that each response is sent in an identical form to all constructors and all members of the design team. The CxA should review any

addendum to confirm that revised drawings and specifications do not reduce the commissioning requirements or capabilities. The CxA should stay alert to any changes in construction time as related to addenda. If there are significant changes in the project that will affect the time for CxA services, make sure adequate time is added to the constructor's construction time in the addenda to allow for commissioning.

Proposals to cut commissioning because of cost should be met with resistance. Facilities expects that all projects will be commissioned to ensure our assets have been designed, built and capable of being operated as intended. It is wrong to compromise quality to address minor budget concerns. The cost of correcting our facilities after project turnover is considerably more than the fees for commissioning. The cost of unplanned facility shutdown due to a systems failure is unacceptable.

6.6 The Commissioning Process—Early Construction

The beginning of the construction process includes the following commissioning-related activities:

- Preconstruction meeting
- Development of the construction schedule and schedule of values
- Submittal of equipment and materials
- Completion of the final commissioning plan

During the early stages of construction, the CxA will continue to answer questions for the constructor and verify that commissioning is being integrated into the construction process. The best venue for this is the preconstruction meeting.

The first item of discussion is the schedule. Developing the schedule is actually two tasks: 1) getting commissioning milestones placed on the construction schedule, and 2) including contractor commissioning activities in the schedule of values. The construction schedule and schedule of values are key documents that allow Facilities to track the construction process. Having commissioning included in these is a good way to confirm that the constructor is an active part of the commissioning team.

The CxA works with the constructor and, if necessary, the subcontractors to discuss phasing and timing of commissioning. This schedule gives the constructor an idea about what commissioning information must be included in the constructor's overall schedule. The constructor is required to integrate the information into the overall schedule of the project. In this way, all subcontractors are given additional notice about the requirement for commissioning.

When the schedules are submitted, copies are routed to the CxA for review with regard to commissioning milestones. The commissioning milestones shown on the tentative schedule of commissioning activities should be integrated into the overall schedule by the time the schedule is submitted for approval. Although it is true that this schedule may be

revised many times before the bulk of the commissioning activities are accomplished, these activities should be a part of the schedule from the start. As other milestones are revised, the commissioning schedule should be revised accordingly.

As the constructor makes equipment submittals to the design engineer, the Facilities PM should route copies of the approved submittals to the CxA for information only. The CxA does not approve submittals (that is the engineer's job), but the CxA does comment to the Facilities PM if there is anything in the submittals that appears seriously wrong. The CxA should make sure that any submittal requirements for items key to commissioning are not left off constructor submittals.

Commissioning procedures include static inspection, startup, and functional test descriptions. The CxA writes and assembles these procedures as part of the commissioning plan as equipment information is available from submittals. As the documents are completed, they should be submitted to the PM and the designer for approval, and then to the constructor for scheduling. Meetings between the CxA and the constructor serve to further clarify the intent of the process and keep the constructor involved.

The final draft of the commissioning plan is completed during the early stages of construction after all equipment submittals have been approved and before equipment has arrived on the site. It starts with the requirements on a system-by-system basis and provides more detail based on the actual design and the equipment ordered. The commissioning plan developed at this point should have detailed information on the support required from constructor personnel. Specifically, each inspection and test should be annotated to show the responsible subcontractor.

6.7 The Commissioning Process—Static Inspection (Field Verification)

As the commissioning plan is completed, equipment is ordered, and the building foundation and framing is beginning, the static inspection phase of commissioning begins. The static inspection phase lays the foundation for equipment startup by confirming that equipment is installed in such a manner that it can function in a safe and effective manner. In general, this includes verifying items in the list below, among other things.

- Equipment location: Are unit locations according to plans and practical requirements? For example, is air handling units positioned to allow full access door openings for maintenance?
- Installation of instrumentation: Are installations performed according to manufacturers' requirements (such as laminar flow for flow sensing devices) and according to engineering requirements (such as duct pressure sensors located 3/4 of the distance to the furthest point in a VAV duct system)?
- Drain piping: Are drains sloped as specified and have pipes been pressure tested?
- Sheaves: Are all sheaves aligned properly?

- Connection to power and other utilities: Have utility connections been verified?

- Pipe and duct support: Are these items properly suspended for safety and function?

The CxA provides checklists[6] to construction personnel to carry out these inspections. These checklists incorporate manufacturers' requirements and other basic steps that typically would be done even without the commissioning process and, therefore, should not take a great deal more time to process than would the normal checkout procedure. As the constructor submits completed checklists, the CxA spot-checks the forms. If the checklists have not been completed accurately, shortcomings will become known as the group attempts to begin Functional Performance Tests (FPTs). If FPTs are cancelled and rescheduled, the constructor is responsible for the cost of repeat testing (an important notice to be included in the specifications).

Examples of inspection activities are as follows:

6.7.1 Piping and HVAC Ductwork

- During construction, piping and ductwork should be inspected for correct installation and should be pressure tested.
- Items affecting maintenance, such as valve locations, damper access panels, plumbing cleanout access, and sloped piping for drainage, etc., should be checked during construction inspections.
- Domestic water and sanitary sewer piping testing is a contractor quality assurance requirement—as well as a code requirement—and should be witnessed by Facilities' representative, the architect, or the CxA.
- Low-pressure (less than 3 inches static pressure water gauge) ductwork need not be pressure tested. However, all ductwork should be inspected visually before insulation for correct joining and supports.
- Testing, adjusting, and balancing (TAB) of air and water systems should have been preliminarily performed and ready for startup of the HVAC equipment. CxA to verify.

6.7.2 Air Handling Units and Other Major HVAC Equipment

- Air handling units (AHUs), make-up air units, rooftop heating and cooling units, and similar equipment should be inspected for mechanical items such as properly functioning case drains, filter seals, maintenance access, general air tightness, and vibration isolator supports.

[6] See Sample Checklist in Appendix "A"

- Control devices, such as sensors and actuators, should be verified as complete according to the Building Automation System (BAS) points list and control diagrams. These devices should be correctly located and completely and soundly installed.
- All electrical wiring is to be confirmed as installed properly, in conduit, terminated, grounded, and tested to confirm power and correct polarity (for motor rotation).
- HVAC piping should be inspected for air handling units, including coil connections, control valve locations, balance valves and test ports, bypasses, drain pans and traps, and maintenance isolation valves.
- Lubrication points for fan and motor bearings, as well as all movable supports, should be checked and mounting fasteners confirmed.

6.7.3 Building Automation System (BAS) Controls

- The controls contractor should perform a complete point-to-point checkout of all control devices throughout the building. Checkout is used to confirm that the engineer's point list is installed as designed. CxA to validate.
- For laboratories or other critical environments as defined by Facilities, all input and output devices in the critical zones should be calibrated to NIST (National Institute of Standards and Technology) traceable standard at the job site. Critical devices are defined in the contract documents in the I/O summaries or I/O list. Factory calibrations are not acceptable. The CxA must certify that this activity has taken place prior to Functional Performance Testing.

6.7.4 Electrical Systems

- During construction, power feeder cables are to be tested for proper insulation and dryness. Owner representative or CxA should monitor tests.
- Switchgear, panelboards, etc., are to be inspected for proper connections and grounding.
- Authorized testing companies should certify building electrical grounding and lightning protection systems.

6.7.5 Fire Protection and Life Safety Systems

- Fire service water line piping is to be flushed and tested; NFPA (National Fire Protection Association) certificate is required.
- Aboveground fire protection piping is to be flushed and tested (preferably per floor). Witness is normally by local fire officials. NFPA certificate is required.

- Smoke and heat detection sensors at air moving equipment are to be checked and verified for proper installation.

6.8 The Commissioning Process—Startup (Functional Verification)

Equipment is to be started up for the first time with required factory representatives in attendance. The equipment should be tested at all required speeds and preliminary programming should be completed as required to allow subsequent safe and easy starting. On most projects historically, the main issues that arise during equipment startup are related to control software for the temperature control system.

6.9 The Commissioning Process—Shakedown (Performance Verification)

After equipment has been proved at startup, Functional Performance Tests (FPTs) are to be conducted to confirm that the pieces work together. Tests must confirm that smoke causes air handling units (AHUs) to shut down and dampers to go into smoke-control modes. Other tests must assure that valves open on calls for heating and cooling and close when the set-point is satisfied. Tests should further assure that AHU economizer cycles respond to outdoor air temperatures and indoor calls for cooling, and that freeze protection actually shuts down the required equipment. AHU discharge temperature control should be checked at the unit and at the central energy management and control station.

Dampers should be cycled and checked for leakage, especially face and bypass dampers on steam coils. All actuators should be stroked full-open and full-closed to check for binding, calibration, and correct Building Automation System (BAS) addressing.

Functional tests include checking BAS parameters, such as programmed addresses, sensor calibration factors, occupied/unoccupied programming, and trend logging. Programming charts, sequences of operation, block wiring diagrams, and wiring termination diagrams should be included in the report. All BAS tuning variables, such as response times, damping variables, delays, and interlocks, should be included in the report.

Critical facilities, as defined by Facilities, will have the control input and output points loop calibrated. Inputs will be simulated with signal generators (4-20mA, 0-10vDC, etc.) and values reported on the central station console to be checked against published loop calibration tolerances of the manufacturer. Outputs will be loop calibrated so that when the system calls for an output device to be at the 50% open position, the device is physically checked to be in that position. 10% open and 90% open are also checked in addition to full open and full closed. Variable speed drives will also be checked in this manner.

A sample of items included in the subcontractor's Testing, Adjusting, and Balancing (TAB) report should be checked for accuracy. If a substantial failure rate is encountered, all failures should be corrected and a different sample chosen for a repeat test at the constructor's expense. Check all TAB parameters on AHUs and associated return/exhaust

fans. On critical facilities such as laboratories, clean rooms and data centers, Facilities may want to check 100% of the TAB readings

The Functional Performance Tests are the heart of the commissioning process, but they are also the most difficult and time consuming. This is when the team-building skills of the CxA pay off. If the CxA has succeeded in gaining the trust of the constructors by this time, the chances of completing the FPTs in a timely manner will be markedly increased. The best method of earning and keeping a good working relationship with constructors is constant communication. As the FPTs proceed, the CxA should constantly keep the constructors informed as to upcoming testing.

As inspection and testing proceed, the CxA may find a number of items that do not appear to work as intended. In some instances, the intended operation will be unclear and, in such cases, the CxA should submit a Request for Information (RFI) to the Facilities PM in the same manner that a constructor would submit an RFI. After confirming the intended mode of operation, the CxA can proceed with testing.

If equipment or systems are found to be malfunctioning, these problems should be listed on a deficiency form or listing. This form should indicate the test and item involved; it also tracks the status of the problem as it is corrected. The CxA will need to perform a varying amount of retesting because of system and equipment failures during the initial testing. The amount of retesting that is paid for by Facilities and the amount that is passed back to the constructor should be very clearly spelled out in the construction contract.

6.10 The Commissioning Process—O&M Staff Training and Documentation

A properly designed and constructed building cannot function properly without an adequately trained Operations & Maintenance (O&M) staff. Unfortunately, inadequate O&M training is a traditional shortcoming on most construction projects. Problems with O&M training include unqualified trainers, insufficient training time, and incomplete O&M manuals and record drawings. Training is often conducted before systems are fully functional (before the completion of performance verification testing), or is focused on *discrete* systems while failing to address the *interoperability* of modern building systems. Building users also tend to send the wrong personnel to training sessions, or miss scheduled training sessions entirely. The result of errors such as these will be an ill-prepared, overwhelmed O&M staff, and building problems from the start.

A qualified commissioning authority's requisite in-depth knowledge of the design intent and building systems makes them an ideal candidate to assist in O&M training. The following is a list of items that need to be prepared for an orderly transition of the building from construction to occupancy. The CxA is an ideal resource to help implement the following:

- **Review preventative maintenance plan.**
  This task is directly tied to the development of the O&M staffing. The commissioning authority can assist in a facility preventative maintenance plan that makes best use of O&M staffing to ensure that systems are properly maintained and running at peak efficiency.
- **Review facility record drawings.**
  The accuracy of facility records can be verified during functional and performance verification testing.
- **Prepare framed instructions showing the sequence of operations and interoperability for major systems and components.**
  Framed instructions displayed beside major equipment items (chillers, boilers, air handling units, HV units, emergency generators, etc.) can be a major aid for training, routine preventative maintenance, and equipment troubleshooting.
- **Review asset lists and Computerized Maintenance Management System (CMMS) input forms.**
- **Document warranty coverage and warranty claims procedures (both standard warranties and any extended manufacturer's warranties).** Most standard warranties provide one-year of coverage for major equipment items from the date of installation. This warranty date may be weeks or months before building turnover to the customer. In some instances, manufacturers will offer equipment warranties beyond the standard one-year period, while others may include limited services during the warranty period. This type of information is usually found either in the equipment documentation or in the O&M manuals. The CxA should research the appropriate documentation and prepare a consolidated warranty list for the customer.
- **Prepare a recommended list of spare parts, bench stock, overbuy, and special tools/equipment required for the first year of building operation.**
- **Review O&M manuals.**
  O&M training should never be performed without the benefit of completed O&M manuals. Regrettably, O&M manuals are often incomplete, or they are completed *after* the scheduled O&M training. The CxA can provide quality assurance by reviewing the O&M manuals for completeness, accuracy, and timeliness.
- **Coordinate and supervise constructor and subcontractor O&M training (using the system's O&M manuals and framed instructions).**
  Usually, the constructor should schedule all O&M training, but the commissioning authority can coordinate and supervise O&M training to ensure that it meets users' needs.

O&M training is not a traditional task for commissioning authorities, but it is one for which they are well suited. The constructor (with oversight by customer) traditionally provides the services shown above, or else the customer performs these tasks themselves. Unfortunately, many customers are not staffed to manage these activities. Customers

desiring the commissioning authority's assistance with O&M training should include specific O&M training tasks in their commissioning RFP.

6.11 The *Commissioning* Process - Final Report

By the completion of training or shortly thereafter, the CxA should have completed the commissioning final report. This report is a collection of all that has gone on before. As such, it contains copies of the following:

- OPR
- Basis of design
- Pre-functional checklists complete
- Functional checklists complete
- TAB reports
- System schematics
- Control strategies and set points
- Deficiency log
- Guidelines for energy accounting

The commissioning final report, the TAB report, the O&M manuals, and the record drawings and specifications form the bulk of the documentation that will be left with the O&M staff at the new building. Additional information on building controls that includes block wiring diagrams, as-built control diagrams and sequences of operation will also be included in either the commissioning final report or the O&M manual.

6.12 The Commissioning Process—Warranty Review and Seasonal Testing

- **The First Year of Building Operation**

  At the completion of training and all other work required by the contract documents, the building will be occupied. There should be a specific notice in the specifications indicating to the constructor that the successful completion of commissioning is a requirement for the issuance of the architect's final certificate.

  Issues may arise during the one-year warranty period, but if the CxA process has been followed, the issues should be minor and readily handled by the O&M staff armed with documentation and training. Overall, the commissioned building should provide the working environment required for the occupants and the O&M staff can concentrate on establishing an effective preventative maintenance program that should work for the life of the building.

- **Seasonal Testing**

  It is likely that certain parts of the building mechanical system cannot be adequately tested due to the season of the completion. For instance, testing of a boiler system might be difficult in the summer and testing of a chiller and cooling tower might be difficult in the winter. Checking an outside air percentage is much easier when there is a substantial difference in temperature between the outside air and the return air.

  For this reason, commissioning plans should include off-season testing to allow testing certain equipment under the most appropriate test conditions. This requirement must be clearly spelled out in the specifications because it will require some constructor personnel to return to the site after the project is completed. It is also necessary to withhold money for this activity in addition to that usually withheld for warranty items.

  It is also recommended to have the systems tested during the shoulder seasons (spring/fall). Items to look for include proper dehumidification sequences and partial load performance of mechanical systems.

- **Building Automation System (BAS) Trend-Logging**

  During the completion of Functional Performance Testing, the CxA is also asked to assist in the programming of the BAS to include the trend logging of a selected group of key performance indicators. These indicators usually include temperatures and pressures for boiler and chiller operations, duct pressures, outside airflows, and some typical variable air volume (VAV) boxes operating parameters, and unitary equipment performance parameters.

  Trend-logging is a valuable part of the training program and allows the staff to get started on the right foot, thus ensuring that the established building performance is maintained for the life of the building. Some specification writers may ask that temporary flow monitoring equipment be installed to verify system operation. The agency's designer should consider making the flow monitoring equipment permanent and include it as part of the project so that the operations and maintenance staff can continue to use the instrumentation.

Section 7 – Transition Program

7.1 Project Closeout

The process of project closeout is not a sole responsibility of the Facilities Commissioning Program. In fact, the closeout process will engage all of the project stakeholders in a systematic approval process that will aid in the transition of the project from a state of construction to occupancy. The CxA will have specific tasks within the process and will also perform the role in administering and documenting the completion of this program. Facilities Building Management (DFBM) has developed the Building Acceptance - Occupancy Approval Process & Checklist for use with all of our construction projects. The process & checklist is a management tool for assuring the successful completion and satisfactory occupancy for our projects. It provides a summary of actions and goals to be performed by and information to be produced by the project designers, contractors and Facilities personnel.

To assist the project designers, contractors, and Facilities FM personnel during the construction phase of each project, the checklist identifies multiple series of related actions, tasks, milestones and information submittals that should be considered for each project. The checklist is not comprehensive; it must be modified for the specific requirements for each project, which will require the coordination of the CxA with the entire project team - deleting items that are not applicable and adding items as appropriate.

The Facilities Building FM Management Team, including personnel from Corporate Planning (CP), Project Management & Construction (PMC), Facility Operations (FOps) and Resource Planning (RP) is responsible for making sure that each checklist item and any other project specific issue is identified and incorporated into the custom checklist for each project.

In the following text, each checklist item is defined. These definitions provide a brief explanation of the actions or items and describe why these actions are beneficial to the successful completion of the construction project. Some of the definitions also include the purpose or use to which these actions will be put.

A PROJECT START

Successful project management depends on developing a plan & schedule for getting to the end of the project - a road map. For each new project, the Facilities Project Management Team will meet with the designer and contractor to create the project plan and schedule. In addition to identifying the specific items required by the project, the time frames shown in the checklist should be adjusted to account

for the duration of the construction schedule. Other tasks should also be completed at the start of the project.

A.1 Prepare construction emergency contacts list, post on the Facilities FM network and Facilities CxAlloy website. Distribute to all stakeholders.

The Facilities project manager shall prepare and maintain a directory of emergency contact telephone numbers for the architect, consulting engineers, contractor and primary subcontractors (particularly site, mechanical, electrical and fire protection subcontractors). The emergency contacts list should include the network communications help desk number for emergencies, such as scheduled and unscheduled outages for splices, cable cuts or other line damage.

A.2 Facilities management administrative activities

The Facilities Project Management Team will accomplish the following tasks:

A.2.1 Project construction overview meeting

As described above this meeting shall be conducted to adjust project plan and schedule, with consideration for proper advance notices, for the quantity and recipient(s) of deliverables, activities and inspections.

A.2.2 Building plans to building services / facilities management

Building Services / Resource Management will analyze the design documents to determine the requirements for building maintenance and custodial staffing, supervisory assignments, schedule for hiring, etc.

A.2.3 Building equipment preventative maintenance identification designations

From facility management reviews of the 100% design construction documents, the ID numbers for all of the building equipment and appropriate building systems shall be provided to the general contractor and subcontractors for tagging this equipment as it is installed. These ID’s should include identification of utilities, valves, tap points, equipment, service access, test points, and related features.

A.2.4 Facilities management and other Facilities customers notified of anticipated occupancy date.

The anticipated occupancy date will be used to establish a milestone to benchmark the entire checklist against.

A.2.5 Date confirmed with Facilities FM Security for lock installation and keying.

The FM lock shop will be informed early in the construction process about issues related to door and hardware deliveries. With consideration of the anticipated occupancy date, their schedule for lock installation and keying can be planned to assure that the building is ready before occupancy.

B CONSTRUCTION PROGRESS INSPECTIONS

During the construction phase of the project, the CxA and other consultants will perform regular site observations. The CxA will provide detailed reports as to the status and adherence to the construction documents, in compliance with Facilities' design and construction standards and with consideration to the maintenance and operation of the building systems. This is a contractual requirement for our commissioning providers. This is part of the on-going quality process that is commissioning. We ask for this because this is what commissioning buildings is all about.

B.1 Periodic inspections by the Facilities commissioning coordinator and/or project manager to invite other Facilities FM personnel as appropriate.

B.2 Environmental Health and Safety office

The EH&S personnel use these opportunities to inspect the building regarding the issues as required by Facilities policies and regulations. They will verify that buildings are capable of handling any hazardous waste products that may be generated.

C COMMISSIONING ACTIVITIES

Commissioning is a critical component of the construction process at Facilities. The commissioning authority is charged with the responsibility of defining the testing necessary to validate that each new building will perform in accordance with its intended design.

C.1 Construction Tests

Construction tests are performed on building systems to verify that the in-place construction will perform as it is intended, i.e. to keep the rain and weather out, to insulate properly and in the case of building equipment, to operate at 100% of its designed / manufactured capacity.

Examples of these tests are:

C.1.1 Roof Assembly test
Test to validate the roof system will withstand the live loads and wind loads that may bear on it, AND

To keep the rain and weather out…

C.1.2 Window Assembly Water Test
Test to validate the windows will withstand the rain and wind loads that may bear on it, AND
To keep the rain and weather out…

C.2 Special Equipment (Customer or Building Operations)
Any special equipment that will be installed in a building shall be defined as to purpose, location, operation, testing for functionality and accessibility for maintenance and future replacement.

C.2.1 Review location and required utility connections

C.2.2 Review special maintenance requirements

C.3 Fire alarm inspection by engineer/consultant and system certification by (sub)contractor (NPFA13,72)

C.4 Elevator inspection by commissioning authority or consultant, and elevator coordinator for use by general contractor

C.5 Elevator inspection by state inspector, consultant, PMC project manager and FM elevator coordinator for Facilities use and operation

Facilities network to verify elevator phone line

C.6 Chiller inspection by project managers, engineers and mechanics for construction operation

C.7 Chiller inspection by project managers, engineers and mechanics for Facilities use and operation
See C.6 above.

C.8 Endorsement of general contractor's insurance company for beneficial occupancy (if applicable)

This activity provides the project manager a confirmation that aspects of the construction contract have been fulfilled with regard to proper insurance coverage and release.

C.9 Endorsement of Facilities Surety for beneficial occupancy (if applicable)

C.10 Contact Facilities Risk Management to start Facilities insurance coverage

D NETCOM

The Network Communications Department at Facilities Information Systems (IT) is responsible for the inspection and acceptance of contractor installed wiring & wiring pathways and the spaces dedicated to communications within the facility. Typically (IT) is responsible for the equipment and final installation activities to properly connect each building to the Facilities telephone and computer systems, including making the terminations at each telephone and computer connection. In some cases, IT may directly install wiring and wiring pathways within the facility. To properly install, service and maintain these systems within the facility, IT must have the opportunity to inspect the contractor-installed systems before they are enclosed in wall and ceiling assemblies. As part of fulfilling this checklist, the project manager shall coordinate with IT personnel and the contractor to establish the schedule for fulfilling these inspection and installation requirements as the construction work progresses.

D.1 Communication rooms - inspection & acceptance by IT

Completion to include wall, ceiling and floor finishes plus backboards and grounding. A door with a construction lock is required at this stage as well as "live" power to AC outlets.

D.2 Horizontal & vertical pathways - IT acceptance of contractor installed raceways, conduits and wiring (station cable)

Inspection for cable pathways completion to Facilities' specs and wiring installation to acceptable practices.

D.3 Entrance pathways - IT acceptance of contractor installed building service entrance

D.4 Installation of IT provided equipment and terminations (and possible vendor installed wiring) and system activation.

Contingent upon communications room completion and acceptance.

D.5 Installation of IT vendor installed entrance cable

D.6 Removal of provided AE/contractor telephone equipment

D.7 Final shut-off of construction telephone and network access connections, including stopping monthly invoicing. If applicable.

E FACILITIES FM TRAINING

E.1 Training of facilities operations personnel on building systems

The need for the training to occur during this time frame is so the appropriate personnel can be trained on the actual operation of the equipment. They will be responsible for this equipment, and they need to fully understand it and have the opportunity to ask questions, before the building is turned over to facilities operations.

F 30 DAY MEETING

Status update on schedule and issues 30 days from acceptance.

G FINAL INSPECTIONS AND PUNCH LISTS

G.1 General contractor's preliminary punch list

A preliminary punch list by the contractor should be accomplished towards the end of the construction phase of the project. Ideally, the contractors punch list should be documented in writing and distributed to the rest of the project team. All items on the punch list should be completed by the contractor and his subcontractors prior to the start of the architects and engineers punch list.

G.2 Punchlists prepared by architect, engineers and consultants

The creation of the architect's punch list should be coordinated by Facilities' project management team and attended by an owner's representative who has been active and familiar with the project. The engineers and consultants punch list should be coordinated and input on an ongoing basis in Facilities' database (TBD) commissioning tool.
Punch list for substantial completion

G.3 Punchlists prepared by commissioning consultant, Facilities' project manger and team should be documented in Facilities' database tool (TBD).

G.4 Owner Insurance Provider inspection of life safety systems, PMC project manager and other Facilities personnel present

These are all life safety issues and equipment functionality needs to be verified at least 30 days before building turnover. These items need to be approved for proper operation before the facility is accepted and documented in Facilities' database (TBD).

G.5.1 Fire alarm system
G.5.1.1 Connect fire alarm system to fire & police department (if applicable)

G.5.2 Fire sprinkler/suppression systems

G.5.2.1 Connect fire pump alarm to fire & police department (if applicable)

G.5.3 Fire pump test

G.5.4 Emergency generator operation/load bank test

G.5.5 Fire extinguishers (installed and functional)

G.5.6 Other life safety systems and equipment

G.6 Local jurisdiction fire protection inspection completed

G.7 Local jurisdiction building inspections completed

G.8 Local jurisdiction certificate of occupancy issued

H FACILITIES FINAL CLOSE-OUT TASKS

H.1 Facilities' locks installed

Locks are required to assume ownership of the building and ensure the security of customer areas, mechanical rooms, etc.

H.1.1 Maintenance shops and custodial receive keys

H.1.2 Facilities security receive (master) keys

H.1.3 Communications rooms keyed

H.2 Building signage installed

H.3 General Contractor's final building cleaning

H.4 Facilities custodial final inspection for acceptance

Final cleaning by the contractor and acceptance by Facilities custodial provides a positive hand-off of cleaning responsibilities.

H.5 Facilities custodial first cleaning

H.6 Facilities utility meter activation

Facilities utility meter activation transfers utility cost from the construction budget to the building operating expense.

I PROJECT CLOSE-OUT DOCUMENTS

We ask for this volume of work to allow us to have the tools we need to take over the care of a new building. These documents will be used to facilitate our effort to care for the structure and its occupants.

I.1 Project construction records transferred to PM central filing for reference.

Including all construction correspondence, change orders, test reports, financial records, surveys, etc.

I.2 Project records transferred to FM archives and/or Facilities Management

I.3 All of the general contractor's close-out documents shall be reviewed and approved by the architect and received and accepted by Facilities.

I.3.1 Index of complete GC close-out documents attached to all parts of the GC Close-out Documents Submittal

We ask for this document to have an organized list of all documents furnished on a project for our reference at any time. We use this list to quickly determine just what has been prepared for that particular building.

I.3.2 Directory of all contractor, subcontractor, manufacturer and vendor information

We ask for this information so that we can find names, addresses, and phone numbers of all players in the project. We use this to contact anyone we need to in the care of the building. The information should include contact name, company address, telephone number, facsimile number and email address with each referenced to service provided or system or material installed, etc.

I.3.3 Copies of all certifications

We ask for this so we will know what issues have been documented. We use this to find out the particulars of any single issue that has been noted or certified in case we need to look into this particular part.

Include the following items:
Appropriate certifications and acceptance information
Use and occupancy permits
Certificate of inspection from fire marshall
DOL on pressure vessels, boilers, elevators, etc.
Public health inspections
Inspections by other governing authorities

I.3.4 Copies of all general contractor-provided maintenance agreements and service contracts

We ask for these so we will have the information gathered on these agreements. We use this to find out what the particulars of these agreements are when a question arises about the doing of any one issue. This allows us to get into the details and fix the problem. The information should include contact name, company address, telephone number, facsimile number and email address referenced to service provided or system or material installed, etc.

I.3.5 Copies of all general contractor obtained construction materials testing reports

We ask for these in order to be aware of just what issues of testing, such as concrete strength, the contractor did and recorded. We use these to answer questions that come up in the care of the building such as add-ons or repairs.

I.3.6 As-built drawings

As-Built drawings are needed to be able to maintain and troubleshoot building systems from the first day of ownership. Locations and descriptions of equipment are required prior to ownership to establish the preventative maintenance program for the building.

We ask for copies of the as-builts so that we can see that they are distributed to everyone who needs them. We all use these to do our particular thing – such as answer questions about adding on to some utility line, etc. We know the groups that have this need for such archives; building mechanic, zone shop, and IT.

A copy of construction drawings with the contractor's construction notes added may be submitted to Facilities for reference until the final as-built electronic and hard-copy documents have been delivered. The project manager should consider delivery and acceptance of these preliminary and final documents as a prerequisite for reductions in withholding and final payment.

As-built drawings must show all field changes.

I.3.6.1 As-built drawings reviewed and approved by architect, engineer, and commissioning authority

I.3.6.2 As-built Drawings (electronic and hard copy) received and accepted by Facilities and posted in Facilities Management database (TBD)

I.3.6.3 As Built drawings distributed within Facilities (commissioning coordinator) using CAFM Tool in FMIS pulled from Facilities database (TBD).

I.3.7 O&M manuals completed, reviewed by A/E team, and commissioning authority. O&M manuals are needed so we can familiarize the building mechanics with the equipment before it is covered up and they can compare the manuals to the actual equipment. Equipment specs provide repair/replace material requirements to establish warehouse requirements for maintenance support.

The O&M manuals should be delivered to the commissioning authority in advance of the thirty-day delivery target in the schedule. The ONLY exception to this O&M manual delivery goal is for projects of 90 days or less duration, in which case these manuals must be delivered as soon as possible, but, at a minimum, prior to completion of the project.

O&M manuals must include the information as outlined in the specifications but at a minimum contain the following information:

a. Description of each unit and component parts, clearly identifying the specific part installed – if cut sheets are used, plainly mark the item included in the work
b. Manufacturer's printed operating and maintenance instructions with drawings and text to clearly illustrate proper operation and a logical sequence of maintenance procedure.
c. Servicing and lubrication schedule with list of lubricants. Show last contractor service and date for first FM service.
d. Preventative maintenance instructions for each piece of equipment.
e. As-installed control diagrams by controls manufacturer including sequence of operations.
f. Performance data information on all mechanical components and equipment, such as pump curves.

The general contractor and architect shall be directed to finish the submittal process as early in the construction schedule as possible.

Goal for O&M manuals delivery to be as soon as contractor's completed submittals are approved.

I.3.8 As-installed building finishes data submitted, reviewed by A/E team, and received and accepted by Facilities.

We ask for these specific paint formulas and for their usage location to be shown on the prints so that we can care for the building. This is particularly important for touch-up work. As-built building finishes data must include the following information:

a. Schedule of installed finishes.
b. Cleaning care instructions with manufacturers recommended agents and methods.
c. Paint Schedule for all surfaces, with paint manufacturer's paint mixture formulas.

I.3.9 As-built building systems data submitted, reviewed by A/E team, commissioning authority and received and accepted by Facilities.

We ask for this in order to have information necessary to care for the building, to be able to adjust systems to optimize performance, and for training of our staff. As-built building systems data must include the following information:

a. Installer’s coordinated drawings with installed color-coded piping diagrams and wiring diagrams.
b. As-installed electric circuit directories of panel boards.
c. Charts of valve tag numbers with the location and function of each valve.

I.3.10 Attic stock received and accepted

Attic stock needs to be stored before the customers start moving into the building. Materials are often needed immediately after the customers move in due to minor damages associated with the move. If attic stock is not stored before move in, customers tend to need extra storage space and will acquire the unclaimed open areas.

I.3.11 Computer for monitoring building systems installed and functioning

Mechanics need the ability to monitor the building systems prior to customers moving in so that they can monitor what is going on in the building. This also allows time for training on the computer.

I.3.12 Warranty summary information
I.3.14 Warranties, including all guarantees and bonds executed by vendors, manufacturers, suppliers and subcontractors received and accepted

Warranty information is needed so that we can determine who has the repair responsibility and for how long. We do not want to void any such warranty by performing maintenance that prematurely places equipment liability with facilities operations.

I.4 All of the Facilities close-out documents shall be prepared by facilities management and reviewed by project management & construction and plant.

I.4.1 Copy of Owner-Contractor Agreement

We ask for this to have the document that states the particulars of the arrangements between these two entities. We use this to answer any potential questions about this agreement that might come up such as who exactly is responsible for a particular issue.

I.4.2 Test and Balance Report delivered and accepted

Test and Balance is needed as a baseline to ensure proper air distribution and as a reference for future troubleshooting.

I.4.3 Copies of all Facilities-provided maintenance agreements and service contracts

We ask for these so we will have the information gathered on these agreements. We use this to find out what the particulars of these agreements are when a question arises about the doing of any one issue. This allows us to get into the details and fix the problem. The information should include contact name, company address, telephone number, facsimile number, and email address referenced to service provided or system or material installed, etc.

I.4.4 Copies of all Facilities obtained Construction Materials Testing Reports

We ask for these in order to be aware of just what issues of testing, such as concrete strength, the contractor executed and recorded. We use these to answer questions that come up in the care of the building such as add-ons or repairs.

I.4.5 Copy of the final Design Intent program document

I.4.6 Copy of all Owners obtained final surveys

I.4.7 Copy of all Owner obtained geotechnical reports and soils analysis reports

I.4.8 Copy of all Owners obtained seismic reports

I.4.9 Final Commissioning Report delivered

I.4.10 COMMISSIONING IS SUBSTANTIALLY COMPLETE

I.5 Complete sets of final building close-out documents distributed within Facilities (project manager & commissioning coordinator). See action J.3.6.3 above.

J BUILDING COMPLETION

J.1 Jurisdiction Certificate of Occupancy

The local jurisdiction Certificate of Occupancy is merely an instrument of the county's acknowledgement that the building appears to comply with the minimum requirements of applicable building and life safety codes for occupancy. It does NOT constitute formal approval that the building is completely finished nor completely functional and serviceable.

J.2 General contractor certification of training completion and Facilities acceptance

J.3 General contractor notice to architect of substantial completion

J.4 Substantial Completion Certificate prepared and signed by the architect

J.4.1 Outstanding punchlist inspection attached.

J.5 Substantial Completion Certificate signed by general contractor

J.6 Substantial Completion Certificate received and accepted by Facilities

J.7 FM directors final building inspection (walk-through)

K POST-OCCUPANCY INSPECTIONS & EVALUATIONS

K.1 WARRANTY INSPECTIONS

K.2 General contractor evaluations

K.2.1 Optional subcontractor evaluations

K.3 Architect, engineer and consultant evaluations

SECTION 8 - DEFINITIONS

***Acceptance*:** A contractually defined action that permits an activity to commence or continue.

***Basis of Design*:** A document that records the concepts, calculations, decisions, and product selections used to meet the Owner's project requirements and to satisfy applicable regulatory requirements, standards, and guidelines. The document includes both narrative descriptions and lists of individual items that support the design process.

Construction Management: Construction management is a professional service that applies management techniques to the planning, design, and construction of a project from inception to completion for the purpose of controlling time, cost and quality. PMs and CMs share a commonality which focuses resources on time, cost, and schedule.

***Commissioning*:** See Commissioning Process.

***Commissioning Activity*:** A component of the commissioning process.

***Commissioning Authority*:** An entity identified by the Owner who plans, schedules, and coordinates the commissioning team to implement the commissioning process.

***Commissioning Plan*:** A document that outlines the organization, schedule, allocation of resources, and documentation requirements of the commissioning process.

***Commissioning Process*:** A quality-focused process for enhancing the delivery of a project. The process focuses on verifying and documenting that the facility and all of its systems and assemblies are planned, designed, installed, tested, operated, and maintained to meet the Owner's project requirements.

***Commissioning Process Progress Report*:** A written document that details activities completed as part of the commissioning process and significant findings from those activities; it is continuously updated during the course of a project.

***Commissioning Process Report*:** A document that records the activities and results of the commissioning process.

***Commissioning Team*:** The individuals who, through coordinated actions, are responsible for implementing the commissioning process.

***Construction Checklist*:** A form used by the contractor to verify that appropriate components are on-site, ready for installation, correctly installed, and functional.
ASHRAE Guideline 0-200X, *The Commissioning Process.*

***Construction Documents*:** This includes a wide range of documents, which will vary from project to project, Owner's needs, regulations, laws, and countries. Construction documents usually include the project manual (specifications), plans (drawings) and general terms of the contract, especially those required by subcontractors and vendors, suppliers and manufacturers of equipment, assemblies and systems.

***Continuous Commissioning Process*:** A continuation of the commissioning process well into the occupancy and operations phase to verify that a project continues to meet current and evolving Owner's project requirements. The continuous commissioning process activities are on-going for the life of the facility.

***Contract Documents*:** This includes a wide range of documents, which will vary from project to project, Owner's needs, regulations, laws, and countries. It frequently includes price agreements, construction management process, sub-contractor agreements or requirements, requirements and procedures for submittals, changes, and other construction requirements, timeline for completion, and the construction documents.

***Coordination Drawings*:** Drawings showing the work of all trades to illustrate that equipment can be installed in the space allocated without compromising equipment function or access for maintenance and replacement. These drawings graphically illustrate and dimension manufacturers' recommended maintenance clearances.

***Issues Log*:** A formal and ongoing record of problems or concerns, and their resolution, which have been raised by members of the commissioning team during the course of the commissioning process.

***Nominal Group Technique*:** A formal, structured brainstorming process used to obtain the maximum possible ranked input from a variety of viewpoints in a short period of time. The typical approach is a workshop session where a question is presented, the attendees record their responses individually on a piece of paper, the individual responses are recorded on a flip chart without discussion in a round-robin fashion, all of the responses are discussed, and then the individuals rank their top five responses.

***Owner's Project Requirements*:** A written document that details the functional requirements of a project and the expectations of how it will be used and operated. This includes project and design goals, measurable performance criteria, budgets, schedules, success criteria, and supporting information.

Project Manager: A project manager is the person assigned responsibility and accountability for the project. This person is responsible for delivering the project in the agreed schedule, to the correct technical specifications, i.e., defined to meet user requirements, and within the approved budget and other specified criteria.

***Retro-Commissioning*:** The commissioning process applied to an existing project that was not previously commissioned; this guideline does not specifically address retro-commissioning.

***Systems Manuals*:** A system-focused composite document that includes the operation manual, maintenance manual, and additional information of use to the Owner during the occupancy and operations phase.

***Test Procedure*:** A written protocol that defines methods, personnel, and expectations for tests conducted on components, equipment, assemblies, systems, and interfaces among systems.

***Training Plan*:** A written document that details the expectations, schedule, budget, and deliverables of commissioning process activities related to training of project operating and maintenance personnel, users, and occupants.

***Verification*:** The process by which specific documents, components, equipment, assemblies, systems, and interfaces among systems are confirmed to comply with the criteria described in the Owner's project Requirements.

SECTION 9 - ROLES AND RESPONSIBILITIES

Understanding and defining the role of each participant is vital to the success of the commissioning process. This section provides an example of the responsibilities of each participant in a comprehensive commissioning process. These responsibilities shall be documented in the contracts between Facilities and the contractor(s), and Facilities and the design professionals. The responsibilities of each participant should be included in the contract documents.

The responsibilities of Facilities, commissioning authority, design professionals, Facilities project manager, general contractor, and manufacturers are detailed below.

9.1 Facilities PM

- Include a statement regarding design professional commissioning responsibilities and scope in the request for design services.
- Develop and commit to the Owner's project requirements for the facility and its use.
- Assign operations and maintenance personnel and schedule them to participate in the various meetings, training sessions, and observations/inspections as follows:
    - Design phase coordination meetings
    - Construction phase coordination meetings
    - Initial owner-training session at initial placement of major equipment
    - Maintenance orientation and inspection
    - System testing verification meetings
    - Procedures meeting for testing systems
    - Owner's training session
    - Verification demonstrations
    - Functional performance tests
    - Final review at acceptance meeting
- Review and approve any changes made to Owner’s project requirements
- Review and approve the construction documents
- Review and comment on the commissioning authority’s commissioning process
- Review and comment on the commissioning authority’s progress reports
- Review and comment on the commissioning authority's verification reports
- Review and accept the commissioning authority's commissioning process report

9.2 Commissioning Authority

- Organize and lead the commissioning team.
- Facilitate and document the Owner's project requirements.
- Verify that the commissioning process activities are clearly stated in all scopes of work.
- Integrate the commissioning process activities into the project schedule.
- Prepare a commissioning plan that describes the extent of the commissioning process to accomplish the Owner's project requirements. Update the commissioning plan during each phase of the project to incorporate changes and additional information.
- Review and comment on the ability of the design documents to achieve the Owner' project requirements for the commissioned systems and assemblies.
- Prepare the commissioning process activities to be included as part of the project specification. Include a list of all individual trade contractor responsibilities for all the commissioning process activities (list contractors by name, firm, and trade specialty, if known).
- Execute the commissioning process through the writing and review of commissioning process reports, organization of all commissioning team meetings, tests, demonstrations, and training events described in the contract documents and approved commissioning plan. Organizational responsibilities include preparation of agendas, attendance lists, arrangements for facilities, and timely notification to participants for each commissioning process activity. The commissioning authority shall act as chair at all commissioning events and ensure execution of all agenda items. The commissioning authority shall prepare minutes of every commissioning process activity and send copies to all commissioning team members and attendees within five workdays of the event.
- Review the plans and specifications (during pre-design and the design phases) with respect to their completeness in all areas relating to the commissioning process. This includes verifying that the Owner's project requirements have been achieved, and that there are adequate devices included in the design to properly test the systems and assemblies and to document the performance of each piece of equipment, system, or assembly.
- Schedule all document review coordination meetings.
- Attend the project's pre-bid meeting to detail the design professional or contractor commissioning process requirements.

- Schedule the pre-design and pre-construction commissioning process meeting within 45 days of the award of the contract at some convenient location and at a time suitable to the attendees. The purpose of this meeting will be reviewing the complete commissioning process and establishing tentative schedules for the design phase and construction phase commissioning activities.
- Develop the initial format to be used for issues logs throughout and for each phase of the commissioning process.
- Schedule the initial Owner training session so that it will be held immediately before the contractor training. This session will be attended by Facilities' O&M personnel, the design professionals, the contractor, and the commissioning authority. The commissioning authority will review the Owner's project requirements and the design professional(s) will review the basis of design.
- Coordinate the development of contractor training.
- Attend a portion of the contractor training sessions to verify the Owner's project requirements are achieved.
- Receive and review the systems manuals as submitted by the contractor. Verify that they achieve the Owner's project requirements. Insert systems descriptions as provided by the design professional(s) in the systems manuals.
- Witness system and assembly testing. Verify the results and include a summary of deficiencies.
- Supervise the commissioning team members in completion of tests. The test data will be part of the commissioning process report.
- Periodically review record drawings for accuracy with respect to the installed systems. Request revisions to achieve accuracy.
- Verify that the systems manuals and all other design and construction records have been updated to include all modifications made during the construction phase.
- Repeat implementing tests to accommodate seasonal tests or to correct any performance deficiencies. Revise and resubmit the commissioning process report.
- Prepare the final commissioning process report.
- Assemble the final documentation, which includes the commissioning process report, the systems manuals, and all record documents. Submit this documentation to Facilities for review and acceptance.
- Recommend acceptance of the individual systems and assemblies to the Owner (per the defined project requirements).

9.3 Design Professional

- Participate and assist in the documentation of the initial Owner's project requirements.
- Document revisions to the Owner's project requirements and obtain approval from the Owner.
- Document the basis of design.
- Prepare contract documents, including the integration of the commissioning process requirements and activities provided by the commissioning authority.
- Prepare contract documents that coordinate required interfaces between systems and assemblies.
- Attend the pre-design and design phase coordination and review meetings.
- Attend the construction phase pre-bid and pre-construction meetings as scheduled by the commissioning authority.
- Specify and verify that the operation and maintenance of the systems and assemblies has been adequately detailed in the construction documents.
- Review and incorporate, as appropriate, the commissioning authority's comments from their submittal reviews.
- Participate in the initial operation and maintenance personnel and occupant training session by presenting the project basis of design.
- Participate in other training as detailed in the training program.
- Review test procedures submitted by the contractor and or CxA.
- Review and comment on the commissioning authority's periodic commissioning process progress reports and issues log reports.
- Review and accept record documents as required by contract documents.
- Review and comment on the final commissioning process report.
- Recommend final acceptance of the systems to Facilities.

9.6 General Contractor

- Include costs for commissioning process activities in the contract price.
- Include commissioning process requirements and activities in all contractors' contracts.
- Provide adequate accessibility as required to properly operate and maintain the facility.
- Issue a statement that certifies all work has been completed and the facility is operational, in accordance with contract documents.
- Provide acceptable representation with the means and authority to prepare and

coordinate implementation of the commissioning process as detailed in the contract documents.

- Issue the appropriate final reports to the design professionals for review and acceptance.
- Remedy deficiencies identified by the commissioning authority during their verification of the installation or tests.
- Review and comment on the final commissioning process report.

9.7 Trade Contractor(s)

- Include costs for commissioning process activities in the contract price.
- Include commissioning process requirements and activities in each purchase order or subcontract written.
- Obtain cooperation and participation of all subcontractors and manufacturers.
- Attend the pre-construction and commissioning team meetings.
- Include commissioning process milestones in the project schedule.
- Implement the training program as detailed in the contract documents.
- Provide submittals to Facilities, design professionals, and the commissioning authority.
- Notify the commissioning authority when systems and assemblies are ready for testing.
- Demonstrate the performance of assemblies and/or operation of systems to the commissioning authority.
- Complete the construction checklists as the work is accomplished. Provide the completed construction checklists to the commissioning authority.
- Continuously maintain the record drawings and submit as detailed in the contract documents.

9.8 Manufacturers

- Provide all the information required for the operation and maintenance of the system or assembly as part of the initial submittal.
- Provide the requirements to maintain the warranty as part of the initial submittal.
- Coordinate and accomplish factory tests as detailed in the contract documents.
- Provide training as detailed in the training program contained in the contract documents.
- Demonstrate operation and performance of the system or assembly as detailed in the contract documents.

APPENDIX A – SCOPE OF WORK (SAMPLE DOCUMENT)

1.0 General

The **[Facilities Inc., *insert Project Name]*** is committed to commissioning this facility to ensure that all systems are complete and functioning properly prior to substantial completion and that facility staff have adequate system documentation and training.

The commissioning process shall oversee and coordinate the traditionally separate functions of equipment startup, system performance testing and balancing, control system calibration, construction and system documentation, and training.

Specific requirements of the commissioning process and responsibilities, duties, and obligations of the commissioning authority (CxA) team are described in Section 2, Commissioning Tasks. To accomplish these tasks, the CxA shall be required to coordinate his or her activities with other entities. The specific responsibilities of the mechanical contractor and his or her associated subcontractors are defined in Division 15, and those of the electrical contractor and his or her associated subcontractors in Division 16 of the contract documents. The commissioning process does not take away from or reduce the responsibility of the project designers or installing contractor to provide a finished and fully functioning product.

The primary role of the CxA shall be to develop and coordinate the execution of a commissioning plan; observe and document the installation, checkout, startup, and equipment and system testing to establish that equipment and systems are functioning in accordance with the requirements of the contract documents; and to assist Facilities in developing correct and complete documentation of the construction effort. The CxA will not be responsible for design concept, design criteria, compliance with codes, design, or general construction scheduling, cost estimating, construction management, or construction supervision. The CxA may assist the design team with design issues, problem solving, or the correction of construction non-conformance or deficiencies, but ultimate responsibility for meeting the project objectives and requirements resides with the A/E team and general contractor.

2.0 Commissioning Tasks

The following tasks will be accomplished by the CxA to provide commissioning during programming, design and construction, acceptance, and warranty phases of the project.

2.1 Systems to Commission

Specific systems that shall be commissioned include:

- Building automation systems, including linkages to remote monitoring and control sites.
- Chillers, pumps, piping, cooling towers, and associated equipment.
- Boilers, pumps, piping, and associated equipment.
- Air handling units.
- Exhaust fans.
- Terminal units.
- Unit heaters and unit ventilators.
- Heat exchangers.
- Computer room A/C units.
- HVAC and control systems.
- Plumbing systems.
- Fire protection systems.
- Service water heaters, pumps, and associated equipment.
- Compressed air and vacuum system equipment.
- Emergency power and uninterruptible power supply (UPS) system.
- Utility metering systems.
- Smoke control systems – interfaces, egress pressurization.
- Fire alarm systems.
- Security, access control, and CCTV systems.
- Lighting control systems.
- Voice/data communications systems.
- Public address systems.
- Power distribution system.
- Electrical system from the building entrance through the main switchboard, switchgear, and to the distribution panels.

2.2 Design Phase

The CxA shall complete the following tasks during the design phase:

- Coordinate and supervise the commissioning work during design.
- Prepare and distribute the design phase commissioning plan.

- Attend initial meetings with **[*insert date*]** and design team to discuss role of CxA, and coordination of design.
- Obtain the **[*insert Project Name*]** "Owner's Performance Requirements" information and the "Basis of Design" information from the Owner and design team.
- Provide design and constructor team members with commissioning items to be considered during design.
- Perform a focused design review at the end of design development, 50%,75% and 95% design stages, which shall include the following: a) input regarding making the building easier to commission; b) how building O&M can be made easier (accessibility and system control, etc.); and c) how utility usage and indoor environmental quality can be improved.
- Revise and prepare commissioning specifications for the construction bid documents for all systems and equipment that are to be commissioned.
- Have the commissioning specifications approved by the A/E team and included in the A/E construction specifications.
- Prepare draft functional tests for equipment and systems to include in specifications.
- Submit test procedures to design team for review and comments.
- Attend three-design team review meetings to discuss comments on plans and coordinate specifications.
- Review bids and contractor pricing regarding commissioning activities and submit evaluations to the **[*Project Name/PM*]**.

It is assumed that the A/E will provide adequate written design intent, basis of design, and full sequences of operations, complete with points lists and control schematics for all equipment and systems for inclusion in the O&M manuals and for the CxA to use in writing functional tests.

2.3 Construction Phase

The CxA shall complete the following tasks during the construction phase:

- Conduct a partnering meeting with the constructor team to discuss commissioning scope, plan, and schedule.
- Coordinate the commissioning work and, with the general constructor (GC) and Facilities project manager (PM), ensure that commissioning activities are being scheduled into the master schedule.
- Continue to update schedule and coordination throughout construction with GC and subcontractors.

- Submit final commissioning plan for construction with coordination and activities for **[*insert Project Name*]** and GC review.
- Review and approve normal contractor submittals applicable to systems being commissioned for compliance with commissioning needs, concurrent with the A/E reviews.
- Ensure that O&M material is submitted to the CxA team as the contractor receives it. This material will be needed to assist in finalizing startup and testing procedures.
- Prepare final pre-functional and final functional test procedures for the equipment and systems.
- Submit test procedures to contractor for comments on appropriate startup, operations, and systems safety.
- Coordinate with the contractor to witness startup of major equipment.
- Review and approve TAB execution plan.
- Perform monthly site inspection during rough-in of systems and equipment.
- Maintain a deficiency log of any items found to be a problem, poorly installed, or discrepancies.
- Attend up to **[*insert quantity*]** on-site meetings for review of progress, coordination, and issues resolution. More than **[*insert quantity*]** on-site meetings will be considered work outside the normal scope of work.
- Witness a sample of pipe test and flushing procedure, sufficient to be confident that proper procedures were followed.
- Witness a sample of any ductwork testing and cleaning procedures, sufficient to be confident that proper procedures were followed.
- Witness a sample of checkout, TAB, end-to-end testing, and calibration of controls.
- Observe first pre-functional test of each type of system, including mechanical, controls, electrical, and specialty systems.

2.4 Acceptance Phase

The CxA shall complete the following tasks during the acceptance phase:

- Continue to update schedule and coordination throughout construction with GC and subcontractors.
- Obtain pre-functional reports from constructor with sign-offs that the systems have been checked out.
- Oversee TAB, including 25% check of diffusers, grilles, hoods, terminal devices, and equipment testing, and document findings.

- Witness performance testing of smoke control systems.
- Witness functional testing of each major piece of equipment to demonstrate that each item of equipment and system is operating according to the OPR and contract documents. Functional testing shall include operating the system and components through each of the written sequences of operation. Test on respective HVAC equipment shall be executed during both heating and cooling seasons.
- Provide troubleshooting to assist in resolving control problems, as they are uncovered. Functional testing shall be performed on all control points.
- Check system graphics to assure all graphics are developed and points are mapped to graphics.
- Keep a detailed log of testing of each piece of equipment.
- Maintain a deficiency log of any items found to be a problem, poorly installed, or discrepancies. Provide the log and test results to the Facilities PM, SDR, and GC with recommended actions.
- Coordinate retesting as necessary. One retest will be provided as part of normal checkout. More than one retest will be considered work outside the normal scope of work.
- Notify the Facilities PM and GC of the unacceptable findings if 10% of identical pieces of equipment fail to perform to the requirements of the contract documents due to manufacturing defects not allowing it to meet its submitted performance spec, and request explanation of problem and proposed solution from the GC; then review the proposed solutions.
- Attend weekly meetings while on-site for functional testing.
- Attend up to [***insert quantity***] additional on-site meetings for review of progress, coordination, and issues resolution. More than [***insert quantity***] on-site meetings will be considered work outside the normal scope of work.
- Review O&M documentation for completeness. This review shall be in parallel with the A/E team's review of the O&M documentation for conformance to the project specification.
- Provide the user staff with a one-day systems training on "how the building is supposed to operate."
- Review, pre-approve, and coordinating training of the [***insert project name***] operating personnel by the contractor.
- Perform seasonal testing checkout of equipment, September for cooling system and January for heating systems.
- Prepare three copies of the commissioning management report (commissioning final report). The report shall include an executive summary, list of participants and roles, brief building description, and the following sections:
    - OPR

- Basis of Design
- Pre-functional checklists complete
- Functional checklists complete
- TAB reports
- System schematics
- Control strategies and set points
- Deficiency Log
- Guidelines for energy accounting

2.5 Warranty Phase

The CxA shall complete the following tasks during the warranty phase:

- Return to the site quarterly and review with facility staff the current building operation and the condition of outstanding issues related to the original and seasonal commissioning.
- Interview facility staff and identify problems or concerns they have with operating the building as originally intended.
- Identify deficiencies that may come under warranty or under the original construction contract.
- Provide one day of additional training for users and staff in building system operations.
- Prepare a detailed evaluation after ten months on the status of warranty issues for the **[*insert project name*]**.
- Attend up to four on-site meetings—in addition to the quarterly site reviews—to discuss warranty issues.

2.6 Systems and Equipment Not Included in Commissioning:

- **[*Insert systems*]**

3.0 Schedule

The project design and construction is scheduled as follows:

Schematic design	**[*insert date*]**
Design development documents	**[*insert date*]**
30% design	**[*insert date*]**
60% design	**[*insert date*]**
90% design	**[*insert date*]**
Construction documents	**[*insert date*]**
Bid date	**[*insert date*]**

Award date	**[*insert date*]**
Construction notice to proceed	**[*insert date*]**
Final commissioning & punch list	**[*insert date*]**
Beneficial occupancy	**[*insert date*]**

4.0 Test Equipment

The installing contractors shall provide all tools, or the use of tools required to start, checkout, and functionally test equipment and systems, except for specified testing with supplemental portable data loggers, which shall be supplied and installed by the CxA.

To expedite air-water balance testing, and to minimize additional cost to the contractor, the CxA will verify the TAB contractor's air-water balance values, using their own engineers, field technicians, and test equipment.

Data logging equipment, monitoring devices, specialized equipment, and software not required to be provided by the installing contractor in the contract documents, and provided by the CxA to monitor, confirm, or verify the contractor's testing procedures, shall remain the property of the CxA. Equipment provided shall meet the minimum accuracy, calibration, and performance standards required by the performance test.

APPENDIX B - WHAT IS AN OWNER'S PERFORMANCE REQUIREMENT (OPR)/DESIGN INTENT?

An OPR/Design Intent is a document that defines the building Owner's expectations and goals for a building. The OPR is the basis for evaluating whether or not the design and construction of the building will be satisfactory to the Owner. Proposed changes and deviations from the original design must be weighed against the OPR. The OPR is a "living" document in that it is updated and revised throughout the design and construction process based upon the decisions made along the way.

The purpose of the OPR is to provide clear documentation of the Owner's requirements for a successful project, for communication to all parties involved in the project. Therefore, it should be written in non-technical language, and avoid the use of terminology that may be specific to only one group of people. It should be understandable by everyone involved in the project, including the Owner, maintenance staff, constructor team, architect, engineers, and equipment manufacturers

The reason that an OPR document is required, regardless of the project stage when starting commissioning, is that the OPR sets forth the goals and criteria against which the success of the project is to be evaluated.

No single format is required for use to document an OPR because of the variation in different Owners' requirements for a successful building, the type of building being constructed, and the writing style of the person creating the OPR document.

However, the information in the OPR is usually presented from general to specific. Items such as background on the building, a description of commissioning, functional uses of the spaces in the building, and general goals for the building are presented first. Information that is more detailed, such as measurable values to test or obtain during design, (e.g., lighting levels, energy savings, and reduced occupant complaints), is then presented.

A possible OPR format list is shown below as an example.

- General project description
- Objectives
- Functional uses
- General quality of materials and construction
- Occupancy requirements
- Indoor environmental quality requirements
- Performance criteria
- Budget considerations and limitations

Appendix B – Owner's Performance Requirement

This list of one possible format for an OPR begins with a general project description to familiarize the reader with the size, features, and history of the building that is to be constructed. The objectives that are to be met during design and construction are listed second.

Next, the functional uses of the buildings are listed, which are the general types of usable spaces, that will be present in the building. Examples include cafeteria, closed office space, open office space (partitions), classrooms, and computer rooms. Each functional use area generally requires distinct building features, systems and equipment in order to be able to perform the intended tasks.

The general quality of materials and construction required for the project are then described. Typically, this description includes a specific quality requirement for a specific type for equipment, material, or construction. An example might be a requirement that all HVAC equipment shall have a lifespan not less than 20 years, or there shall be no constructor callbacks due to defective materials/construction for a period of five years.

Occupancy requirements are listed next, to include the intended number of people and the occupancy schedule for each functional use area. Indoor environmental quality requirements, such as lighting levels, noise levels, temperature and humidity requirements, and ventilation requirements for each functional use area, would be also included.

Performance criteria for the various building systems and equipment are included next. These criteria are used to select the types of equipment systems for the building during the design stage and are used in the turnover stage to develop the functional performance test procedures.

Finally, budget considerations and limitations are included. While building Owners would like to receive the best possible building they can get, they are nearly always bound by budget limitations.

The OPR should be as specific as possible to provide clear direction to designers and constructors in effort to eliminate the need on their part to guess or interpret an Owner's requirements. For example, instead of only stating that comfort in the space shall be maintained, the OPR should provide a definition of what the Owner considers comfort to be, such as specific temperature, humidity, and noise level. In addition, there must be some way to verify the content of the OPR. In order to do so, a specific value, or range of values, that is acceptable and testable, should be included. For example, an area specified to be "quiet" cannot be verified because of subjective interpretations of quiet. However, an area specified to be below 35NC when occupied can be tested and verified. Note the difference in the example below.

Typical Statement:

Appendix B – Owner's Performance Requirement

Comfort in space shall be maintained.

Contrast that with the OPR content, would / should read (with blanks filled):
Comfort in the space shall be maintained; Owner defines comfort as:

- Temperature of
- Humidity of
- Airflow of
- Noise
- No glare

This narrative is developed directly from the Owner's program information. This narrative is prepared almost entirely by the project architect and contains "performance" criteria as opposed to design solutions (although tentative design solutions may need to be identified in the course of verifying the budget).

- Function of structure
- Location
- Utilities
- Life expectancy
- Level of quality
- Size and/or population
- Functional floor plan
- Temperature
- Humidity
- Fume control
- Particulates
- Environmental system requirements by area:
- Illumination
- Noise
- Vibration
- Acoustics
- O&M access
- Energy efficiency
- Emergency systems
- Life safety criteria
- Special design concerns
- Special O&M concerns
- Budget
- Reliability of environmental systems-redundancy

APPENDIX C – FACILITIES COMMISSIONING PLAN

Facilities Building Commissioning Plan for *Facilities Project Name*

Appendix C – Commissioning Plan

Section 1 Overview

The Facilities Building Commissioning Plan is a source of information on the key steps that must be completed throughout the design, construction, acceptance, and operation of the new facility to assure the Owner's Performance Requirements are met. Commissioning has been adopted as the process for quality assurance in building design and construction. Commissioning is a systematic process for designing, constructing, and operating a building/system using lessons and tools from industrial quality programs. During the construction phase, commissioning focus is placed on key systems. This includes verification of the installation**,** training**,** and system documentation.

This Facilities Building Commissioning Plan has been specifically developed for this project to aid the building design, construction, and operation team in ensuring the quality of the project. It is important to understand that the Facilities Building Commissioning Plan provides a framework for the commissioning and quality assurance process. It may be modified and adapted to meet unforeseen quality control issues and opportunities throughout the project.

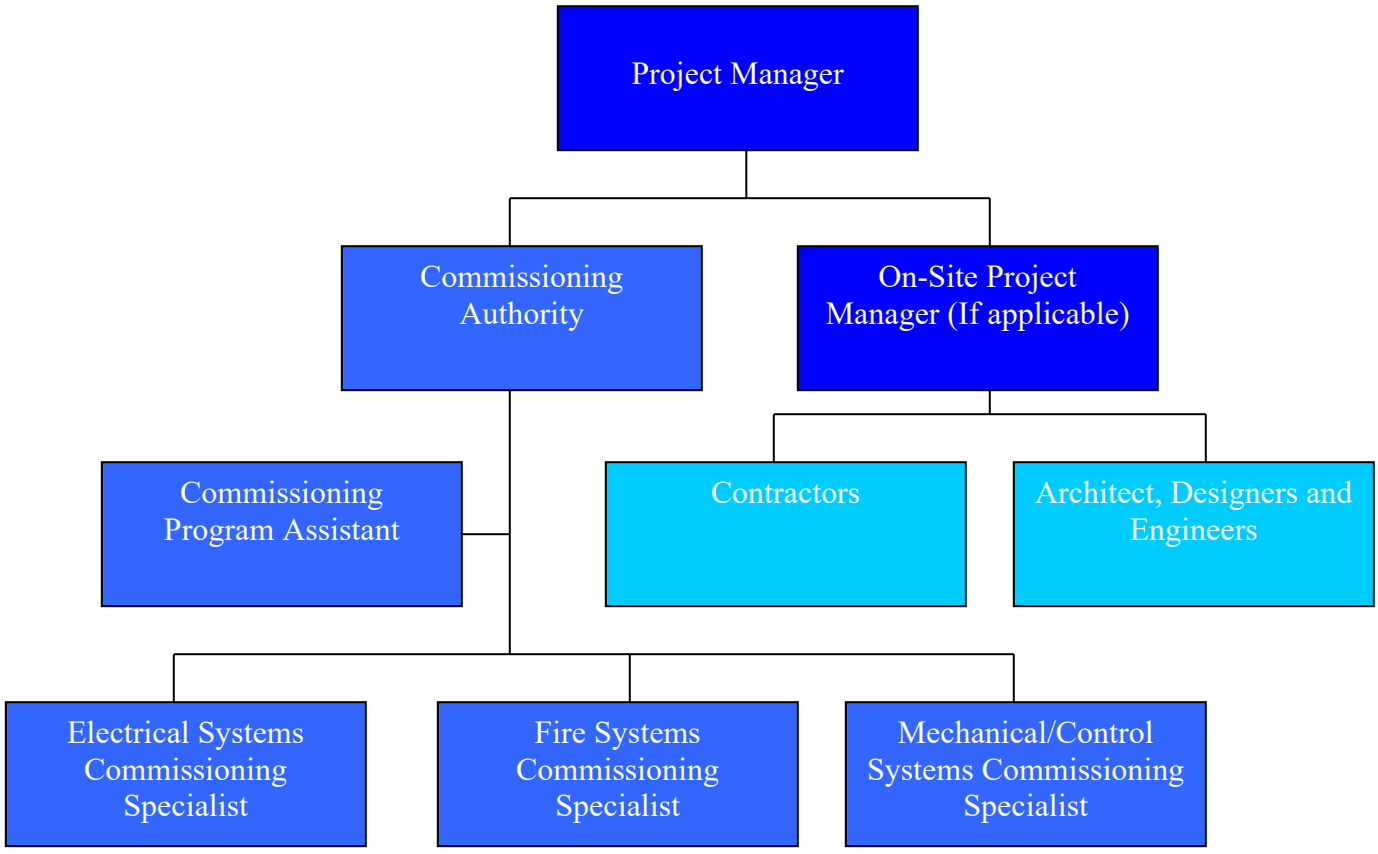
This quality assurance process is the quality program for achieving a collaborative and systematic process of review, testing and confirmation that all components, assemblies, and systems will perform as required.

The commissioning process has many benefits to the entire commissioning team. Construction commissioning benefits the Owners by providing a nonbiased, third-party system expert, who can help identify issues early and reduce first year operation costs. This is accomplished by verification and documentation that systems function as designed and meet the intent of the OPR. Construction commissioning benefits the contractors by providing coordination between trades and identifying potential rework issues, warranty calls, and service callbacks.

Section 2 Communication Protocol and Organization Chart

The key to an effective project is to ensure that there are well-defined lines of communication between all parties involved in the project. Communication is maintained throughout the project by a conscious effort of the various commissioning team members. The specific communication structures developed for this project ensure efficient identification and resolution to issues through the use of clear and concise procedures.

The commissioning team for this project is as follows: The reporting structure is as indicated.



Section 3 Cx Plan Overview

The high-level overview for this Cx project is as follows:

Pre-design Activities:

- Develop Owner's Performance Requirements (OPR)
- Train project team on use of Facilities Management database (TBD)

Design Phase Activities:

- Maintain master issue's log in Facilities Management database (TBD)
- Review Basis of Design (BoD) document for thoroughness
- Review engineer's drawing packages including schematic design, design development, and construction documents
- Development of commission specifications
- Development commissioning plan
- Development of pre-functional checklists for all commissioned equipment
- Development of functional performance tests for all commissioned equipment

Bid Stage Activities

- Provide responses to questions regarding commissioning requirements

Construction Phase Activities:

- Maintain master issues log in Facilities Management database (TBD)
- Develop commissioning activity schedule
- Perform submittal reviews of commissioned equipment/systems
- Perform site observation visits
- Witness start-up of critical systems
- Perform test and balance verification
- Review draft O&M manuals
- Review training program
- Collect and track completion of pre-functional checklists

Acceptance Phase Activities

- Initial functional performance testing
- Integrated functional performance testing
- Deficiency resolution tracking
- Review as-built documentation
- Review final O&M manuals (hard and soft copies)

Warranty Phase Activities

- Review status of outstanding issues
- Perform deferred functional testing
- Perform seasonal testing
- Review system performance and optimization needs
- Conduct lessons learned workshop

Section 4 Design Phase

Design Review

Design reviews will be performed in conjunction with the design document submittals. The design review consists of a review of the schematic design documents, the design development documents, and the construction documents. These reviews are to ensure proper coordination has occurred between the disciplines, the design is constructible, and the design meets the requirements of the owner.

Installation/Pre-startup Checklists

The Installation/Pre-startup Checklist is a document that provides key information and allows tracking of the construction activities and progress. It documents that the equipment is installed properly, adequately accessible, in good condition, and ready for startup and functional performance testing.

- A checklist will be issued for each major piece of equipment or for components in a system. CxA will determine what will be included in each checklist.
- The CxA will provide the checklists to the contractor early on the construction phase. If the contractor has his own checklists, he may use them upon agreement from the CxA.
- The contractor will complete the checklists and return them to the CxA.
- The contractor should return the checklists to the CxA as he completes them.
- Equipment checklists must be returned to the CxA before commencement of functional performance testing of that equipment or system.

See Figure 4-1 for an example checklist.

Figure 4-1 – Example Checklist

Section 5 Written Work Products

Table 5-1 lists the formal written work products related to commissioning that will be developed over the course of the project.

Table 5-1: Formal Written Work Products

Product	Created By	Product Description and Form	Expected by Date	Received By
Cx Plan	CxA	Final Cx plan for construction phase	10/31/24	All Cx team
Cx Schedule	CxA	Initial summary schedule and detailed version	11/27/24	All Cx team/PM and Senior Staff.
Equipment Submittals	All Contractors	Detailed data on all commissioned equipment.	11/21/24 and 11/27/24 Request made to PM	Cx Team currently does not have this information.
Site Observation Reports	CxA	Report of observations made during site visit	12/12/24 through 12/18/24 and 1/13/25 through 1/18/07	PM Team
Issues Log	CxA	List of deficiencies and non-compliance with Contract Documents identified during Cx	1st published 01/02/25 Updated weekly after 1st publication.	PM Team and GC
Cx Progress Reports	CxA	Gives scheduling needs and update, deficiency report, Cx progress	01/15/25 to 01/19/25 and Cx Alloy Implemented	PM Team
Start-up Plan	All Contractors	Plan for the start-up of each commissioned piece of equipment or system.	Cx Team Created and delivered on 01/13/25 However -Equipment was already started. Cx Team Requested Start-up documents from PM and GC.	PM Team and GC
Blank Start-up Data Forms	All Contractors	Forms for recording start-up information.	01/13/25	CxA
Completed Start-up and Pre-functional Data Forms	All Contractors	Filled out verification checklists, tests, startup and initial checkout.	1 week after startup completion	
Pre-functional Checklists	CxA	Checklists to be used by the Contractors to formally communicate readiness for functional testing.	01/13/25	PM Team and GC
TAB Data Forms	TAB Contractor	Forms to be used to record TAB data.	6weeks before TAB	CxA
Final TAB report	TAB Contractor	Final TAB report with method and results.	Within 3 weeks after TAB completion	CxA
Functional Performance Test Procedures and Forms	CxA	Full description of test procedures in “form” format.	01/13/25	PM Team and GC
Functional Performance Test Deficiency Report Form	CxA	Documentation of deficiency discovered during testing.	3 days after test	Owner; A/E
Completed Functional Performance Test Forms	Contractors and CxA	Recorded documentation of the test on the form	1 week after test	Owner; A/E
O&M Manuals	All Contractors	Documentation of design, equipment, operations and maintenance, as-builts, etc.	90 days after approved submittals	CxA; Normal others
Training Plan	Contractors	Topics and methods	60 days before training	CxA; Normal others

Table 5-1: Formal Written Work Products

Product	Created By	Product Description and Form	Expected by Date	Received By
Training Completion Documentation	CxA	List of trainees, completed hrs and topics and approvals	Within 2 weeks after training completion	Owner
Final Cx Report	CxA	4-6 page summary report with important findings, etc.	Draft within 60 days of substantial completion	Owner
Deferred Testing Reports	CxA	Documentation of seasonal and deferred tests	Within 2 weeks of test	Owner
Recommissioning Manual	CxA			Owner

Section 6 Commissioned Systems and Equipment

The following systems, equipment, and their components are included in the scope of the commissioning activities and are considered to be commissioned systems and equipment.

Table 6-1: Commissioned Systems and Equipment

System and Equipment	Sampling Rate
Electrical	
Power Distribution System	
Switchboard	100%
Panelboards	100%
Dry-Type Transformers	100%
Disconnects/Starters	100%
Wiring Devices	100%
Lighting System	
Luminaires	100%
Occupancy Sensors	100%
Dimming System	100%
Emergency Power System	
Engine-Generator Set	100%
Automatic Transfer Switches	100%
Egress Lighting	100%
Exit Signage	100%
Grounding System	
Counterpoise	100%
Lightning Protection	100%
Data Center	
UPS and PDU	100%
CRAC Units	100%
Generator	100%
Mechanical	
HVAC	
Air Handling Unit Function & Building Pressurization	100%
Dampers	100%

Fans & Drive Motors	100%
Terminal Units	100%
Unit Heaters	100%
Variable Frequency Drives	100%
Valves	100%
Chilled Water System	
Chiller	100%
Pumps	100%
Control Valves	100%
Distributed Digital Control – Building Automation	
Alarms	100%
BACnet Compatibility	100%
Control Points	100%
Man Machine Interface	100%
Monitored Points (Digital And Analog)	100%
Offsite Monitoring	100%
Programming	100%
Sequences of Operation	100%
Set Points and Archives	100%
Exhaust System	
Dampers, Louvers	100%
Controls	100%
Fans & Drive Motors	100%
Plumbing Systems	
Domestic Potable Water System	
Backflow Preventers	100%
Controls	100%
Hot Water Recirculation Pumps	100%
Pressure Regulators	100%
Vacuum Breaks	100%
Valves	100%
Water Heaters and Pressure Relief Valves	100%
Sanitary Sewer Systems	
Cleanouts	100%
Piping and Supports	100%
Traps (Self Priming and Non Self-Priming)	100%
Vents	100%
Storm Sewer Systems	
Piping and Supports	100%
Roof Drains	100%
Fire Protection Systems	
Sprinkler Systems	
Panels	100%
Sprinkler Heads	100%

Standpipe	100%
Valves	100%
Fire Alarm	
Control Panel	100%
Addressable Devices	100%
Tamper & Flow Switches	100%

Section 7 Commissioning Meetings

The CxA shall conduct a commissioning kick-off meeting early in the construction phase to discuss specific roles and responsibilities of the contractors. During this meeting the CxA shall review the OPR, Basis of Design, and unique contract document requirements.

Throughout construction, most commissioning issues will be handled during regularly scheduled project meetings. If specific topics require additional discussion, the commissioning team shall meet immediately after the project meeting.

Other commissioning meetings may occur at other times mutually agreed to by the commissioning team.

Section 8 Site Visits

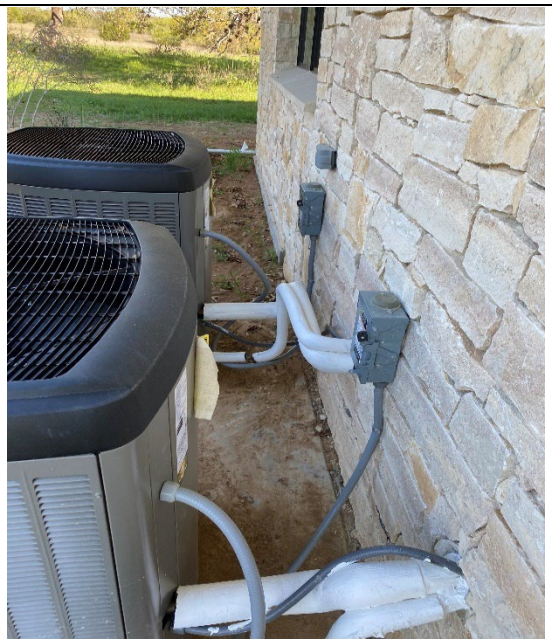
Site visits are the primary method used during the Construction Phase to verify that installed systems and equipment comply with the OPR. The site visit procedures use a statistical approach to verify compliance. This includes performing general inspections, verifying installed equipment complies with the contract documents, and verifying pre-functional checklists have been accurately completed.

The CxA team will perform site visits, with increasing frequency. As construction progresses and systems and equipment installations are completed.

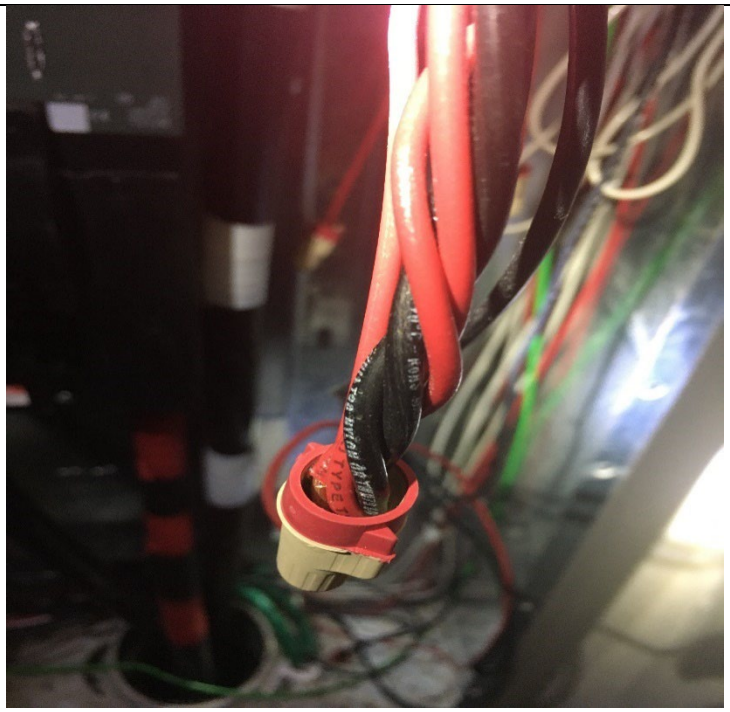
Upon arrival, the CxA team shall notify the PM before entering the jobsite. The CxA's shall follow all safety policies and regulations implemented by the General Contractor. After completing the site visit, the CxA shall meet with the PM to discuss any potential issues observed or to note any safety concerns. A Site Observation Report shall be published on the Facilities Management database (TBD) website. This report will outline any observed issues and provide recommendations for resolution. The SOR may include construction issues, access and maintenance issues, safety issues, or other issues. The General Contractor shall respond to the issues within the contractual response time. See Figure 8-1 for an example Site Observation Report.

Figure 8-1 – Example Site Observation Report

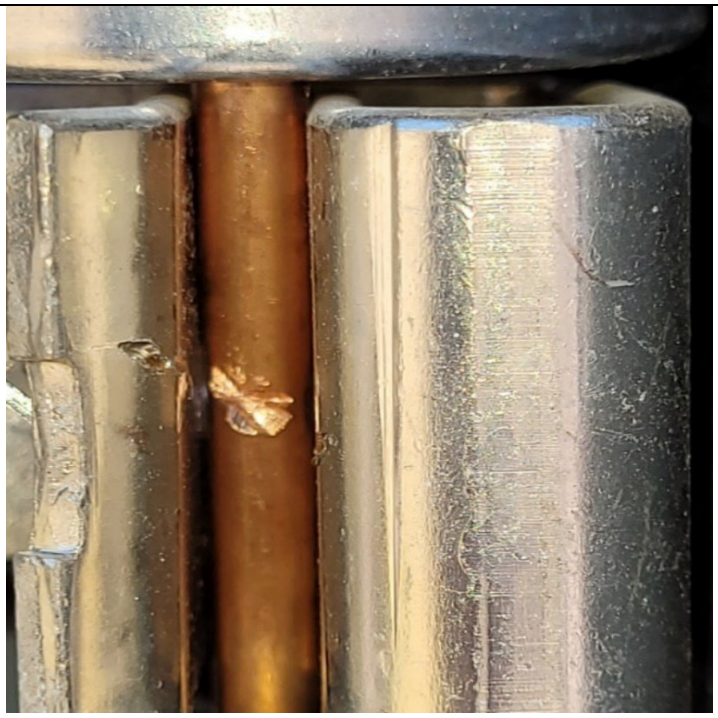
1. **Photo Description – Building Main - PVC male adapters and bushings are damaged and broken.**



2. **Photo Description – Condenser disconnects are located behind the units not allowing adequate working space for the disconnect.**



3. **Photo Description – Panel LE - Wire joints in the panel have exposed copper past the covering of the connector.**



4. **Photo Description – Main Service – fuse installation method caused damage to the fuse and fuse clips.**

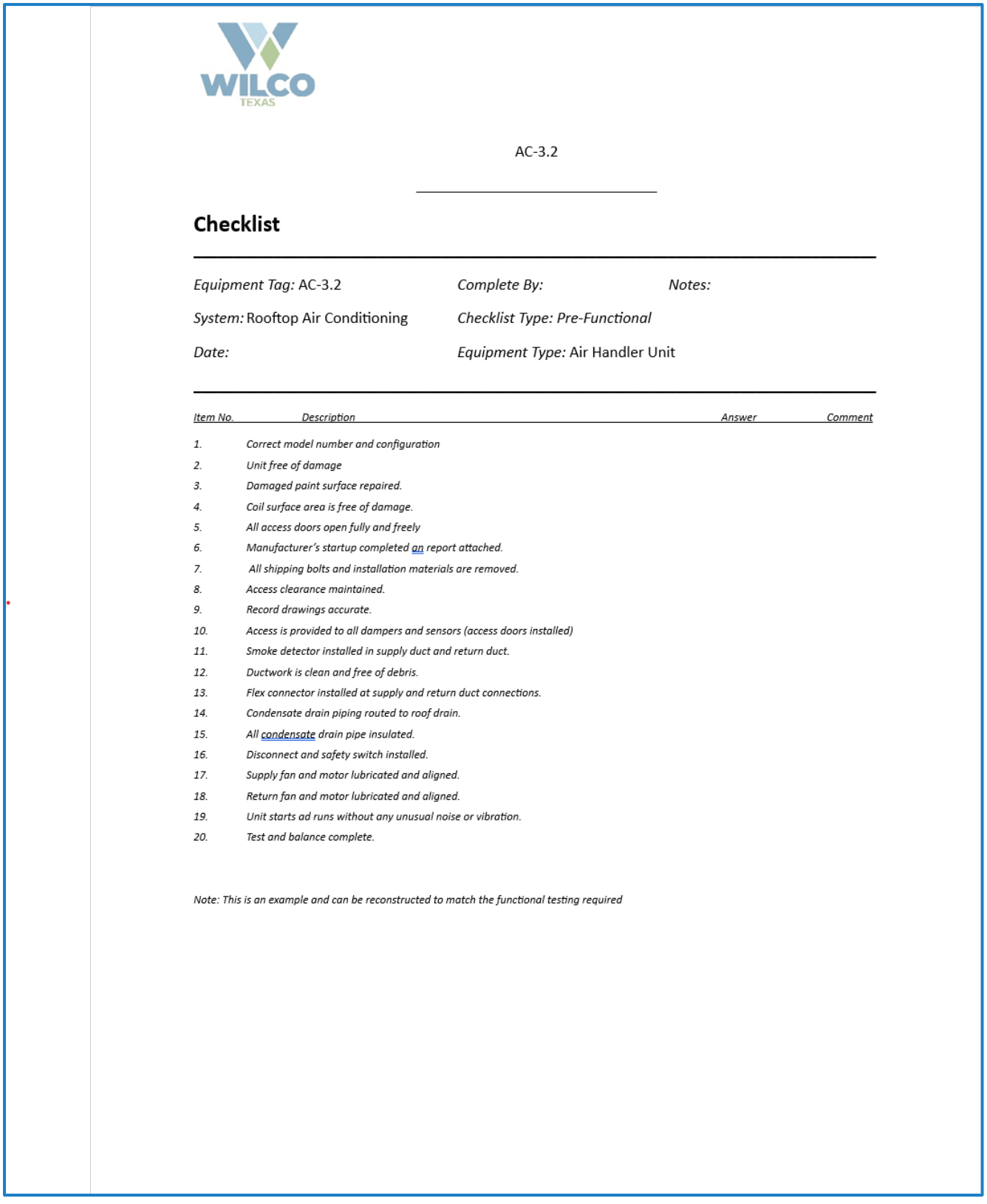
Section 9 Installation/Pre-startup Checklists.

The Installation/Pre-startup Checklist is a document that provides key information and allows tracking of the construction activities and progress. It documents that the equipment is installed properly, adequately accessible, in good condition, and ready for startup and functional performance testing.

- A checklist will be issued for each major piece of equipment or for components in a system. CxA will determine what will be included in each checklist.
- The CxA will provide the checklists to the contractor. If the contractor has his own checklists, he may use them upon agreement from the CxA.
- The contractor will complete the checklists and return them to the CxA.
- The contractor should return the checklists to the CxA as he completes them.
- Equipment checklists must be returned to the CxA before commencement of functional performance testing of that equipment or system.

See Figure 9-1 for an example checklist.

Figure 9-1 Example Checklist



AC-3.2

Checklist

Equipment Tag: AC-3.2 *Complete By:* *Notes:*

System: Rooftop Air Conditioning *Checklist Type: Pre-Functional*

Date: *Equipment Type:* Air Handler Unit

Item No.	Description	Answer	Comment
1.	Correct model number and configuration		
2.	Unit free of damage		
3.	Damaged paint surface repaired.		
4.	Coil surface area is free of damage.		
5.	All access doors open fully and freely		
6.	Manufacturer's startup completed an report attached.		
7.	All shipping bolts and installation materials are removed.		
8.	Access clearance maintained.		
9.	Record drawings accurate.		
10.	Access is provided to all dampers and sensors (access doors installed)		
11.	Smoke detector installed in supply duct and return duct.		
12.	Ductwork is clean and free of debris.		
13.	Flex connector installed at supply and return duct connections.		
14.	Condensate drain piping routed to roof drain.		
15.	All condensate drain pipe insulated.		
16.	Disconnect and safety switch installed.		
17.	Supply fan and motor lubricated and aligned.		
18.	Return fan and motor lubricated and aligned.		
19.	Unit starts ad runs without any unusual noise or vibration.		
20.	Test and balance complete.		

Note: This is an example and can be reconstructed to match the functional testing required

Section 10 O&M Manual Reviews

The Contractor will forward a copy of each related O&M manual submittal to the CxA for review. The draft of the O&M manual should be completed and submitted for review 90 days after approved equipment submittals are returned to the contractor. Since each specification section is a different O&M manual section, the O&M manual can be completed and submitted one section at a time.

See Figure 10-1 for an example Submittal Review report.

Figure 10-1 – Example Submittal Review

TBD

Section 11 Issue Log Description

All issues identified during the course of the project shall be tracked using the Facilities Management database Issues Log (TBD). The purpose of the Issues Log is to communicate issues identified during the course of the project to the commissioning team and track those issues to resolution. All issues shall have responses within two weeks from identification.

The Issues Log shall contain detailed descriptions of problems identified during the construction phase, along with recommended corrective actions. Each issue is tracked in a database with the following information:

- Unique identifier
- Date of issue identification
- Applicable test number
- Applicable system or equipment number
- Location of issue
- Description of issue
- Recommended corrective action
- Responsible party
- Expected date of response

Issues can be sorted by any of the above information and provided to the commissioning team in customized reports. See Figure 11-1 for an example Issues Log report.

TBD

Figure 11-1 Example Issues Log Report

TBD

Figure 10-1 – Example Submittal Review

Section 12 Functional Performance Tests

The CxA shall develop Functional Performance Tests to demonstrate that the commissioned systems and equipment operate properly in all modes of operation. Testing shall begin at the component level and progress upwards in complexity to the equipment and system level. When all systems have passed their functional performance tests, the systems shall be tested together to verify operation as a whole in a building wide System Integration Test.

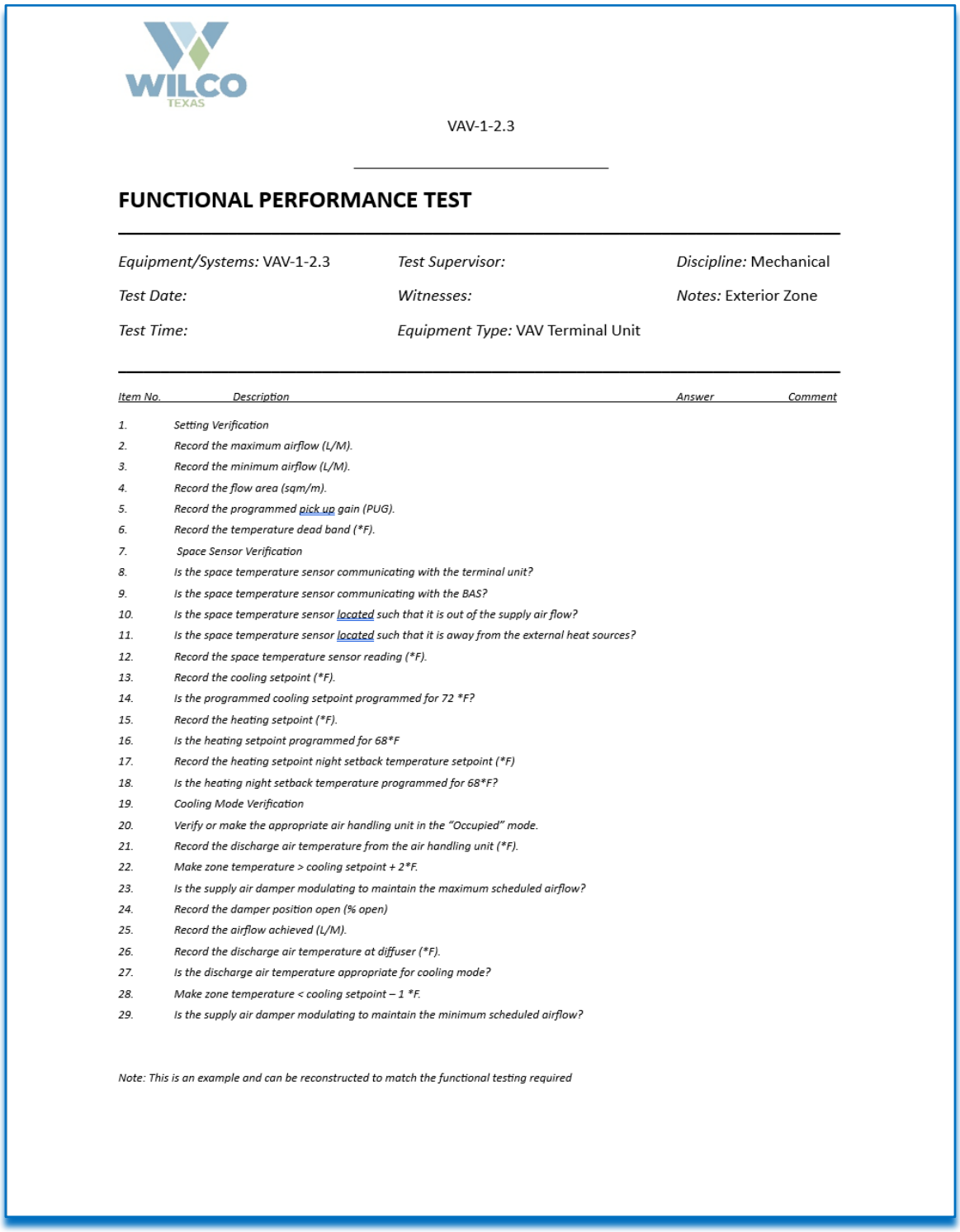
Each FPT is written in a pass/fail format, with yes being the correct response and no being a failed response. Prior to testing the CxA will provide the FPT procedures to the Contractor and all applicable subcontractors for review.

The Contractor shall complete and submit all applicable equipment pre-functional checklists prior to scheduling of testing. When the equipment and systems are ready to test, the FPT will be scheduled for a time mutually convenient to the Contractors and the CxA. The CxA will orchestrate the Functional Performance Test and provide attendee sign-in sheets shall be used to verify the attendance of all witnesses. The Contractor shall be responsible to provide personnel and equipment to perform the testing and to correct problems found during the testing.

If the total time required to correct minor problems during testing is greater that fifteen (15) minutes, the test shall be considered failed and must be repeated in its entirety. If a major problem is discovered during the test, the Contractor shall correct the problem. Prior to retesting, the Contractor shall submit to the CxA the required data indicating that the deficient items have been corrected. After review of this information by the CxA, a retest will be scheduled. During the course of the retest, if at any point a major deficiency is discovered, the test will be stopped.

See Figure 12-1 for an example FPT.

Figure 12-1 Example FPT



VAV-1-2.3

FUNCTIONAL PERFORMANCE TEST

Equipment/Systems: VAV-1-2.3	*Test Supervisor:*	*Discipline:* Mechanical
Test Date:	*Witnesses:*	*Notes:* Exterior Zone
Test Time:	*Equipment Type:* VAV Terminal Unit	

Item No.	Description	Answer	Comment
1.	Setting Verification		
2.	Record the maximum airflow (L/M).		
3.	Record the minimum airflow (L/M).		
4.	Record the flow area (sqm/m).		
5.	Record the programmed pick up gain (PUG).		
6.	Record the temperature dead band (*F).		
7.	Space Sensor Verification		
8.	Is the space temperature sensor communicating with the terminal unit?		
9.	Is the space temperature sensor communicating with the BAS?		
10.	Is the space temperature sensor located such that it is out of the supply air flow?		
11.	Is the space temperature sensor located such that it is away from the external heat sources?		
12.	Record the space temperature sensor reading (*F).		
13.	Record the cooling setpoint (*F).		
14.	Is the programmed cooling setpoint programmed for 72 *F?		
15.	Record the heating setpoint (*F).		
16.	Is the heating setpoint programmed for 68*F		
17.	Record the heating setpoint night setback temperature setpoint (*F)		
18.	Is the heating night setback temperature programmed for 68*F?		
19.	Cooling Mode Verification		
20.	Verify or make the appropriate air handling unit in the "Occupied" mode.		
21.	Record the discharge air temperature from the air handling unit (*F).		
22.	Make zone temperature > cooling setpoint + 2*F.		
23.	Is the supply air damper modulating to maintain the maximum scheduled airflow?		
24.	Record the damper position open (% open)		
25.	Record the airflow achieved (L/M).		
26.	Record the discharge air temperature at diffuser (*F).		
27.	Is the discharge air temperature appropriate for cooling mode?		
28.	Make zone temperature < cooling setpoint – 1 *F.		
29.	Is the supply air damper modulating to maintain the minimum scheduled airflow?		

Note: This is an example and can be reconstructed to match the functional testing required

Section 13 Training

The CxA will review training materials prior to scheduled training sessions. These reviews are to verify that that the trainees receive pertinent information to operate and maintain the facility according to the manufacturer's instructions and the OPR. The contractors will submit proposed training agendas and materials to the CxA for review and comment at least sixty (60) days before the anticipated training date. The contractor will incorporate and modify the proposed material based on these comments and other comments submitted by the Owner or the Architect. The contractor will coordinate with the Owner's O&M personnel for a mutually convenient time to conduct the training sessions.

Section 14 Lessons Learned Workshop

After final completion, a lessons-learned workshop will be held to determine what went well during the project and what could be improved in the next project. This workshop will focus on the identification and documentation of clear and unbiased views of all team members. The information gained during this workshop may then be integrated into the next construction project in order to improve the process.

The lessons learned workshop will use a nominal group process to facilitate discussion. The workshop will be facilitated by the CxA to elicit the key concerns of the project team. The workshop will be organized to encourage the identification of all relevant issues and to encourage the interaction and discussion among all team members.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1372988

Date Filed:
10/06/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Wylie & Associates, LLC
Houston, TX United States

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

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

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Wylie & Associates	Houston, TX United States	X	
Yazdani, Kourosh	Houston, TX United States		X

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

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

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

Executed in Harris County, State of Texas, on the 9th day of October (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:
2025-1372988

Date Filed:
10/06/2025

Date Acknowledged:
10/15/2025

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

Wylie & Associates, LLC
Houston, TX United States

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

Williamson County, Texas

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

Jester Annex HVAC RTU
Commissioning Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Wylie & Associates	Houston, TX United States	X	
Yazdani, Kourosh	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 **21.**

Meeting Date: 10/28/2025

Approval of the Agreement for Construction Services No. 2026-061 with G2 Construction Services, Inc. for the Criminal Justice Center (CJC) New Court Prep Door Project for Facilities Management

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the Construction Service Agreement No. 2026-061 between Williamson County and G2 Construction Services, Inc. for the CJC New Court Prep Door Project in the not-to-exceed amount of Thirteen Thousand Dollars ($13,000.00) pursuant to Cooperative Contract #TIPS 241001 and authorize execution of the agreement.

Background

This Agreement for Construction Services between Williamson County and G2 Construction Services, Inc for the CJC New Court Prep Door Project located at 405 Martin Luther King Jr St., Georgetown, TX 78626 Contract Audit and General Counsel reviewed. A detailed Scope of Work is attached. The funding source is 01.0100.1009.004509 and the point of contact is Gretchen Glenn.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Construction Service Agreement

Form 1295 G2 Construction Services, Inc. Complete

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	10/21/2025 03:42 PM
Form Started By: Michelle McKinney		Started On: 10/15/2025 05:21 PM
Final Approval Date: 10/21/2025		

Agreement for Construction Services

(Cooperative Contract # TIPS 241001)

This Agreement ("Agreement") between Williamson County, Texas, a political subdivision of the State of Texas ("Owner") and G2 Construction Services, 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 Criminal Justice Center New Court Prep Door Project (hereinafter called the "Project"). The Contractor shall have the overall responsibility for and shall provide complete construction services and furnish all materials, equipment, tools and labor as necessary or reasonably inferable to complete the Project, or any phase of the Project, in accordance with the Owner's requirements and the terms of this Agreement (hereinafter collectively referred to as the "Work").

ARTICLE 2 CONTRACT PRICE: Owner agrees to pay to the Contractor, for the satisfactory performance of the Work, the sum of **Thirteen Thousand and No/100 Dollars ($ 13,000.00)** in accordance with the terms and conditions of this Agreement.

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

ARTICLE 4 CONTRACT TIME:

4.1 Contractor shall commence the Work upon instruction to do so from the Owner and shall achieve Substantial Completion within **Seventy-Five (75) 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 **One Hundred Five (105) 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 and No/100 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, completed operations and contractual)	$1,000,000
Aggregate policy limits:	$2,000,000

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

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

.5 Damage to Rented Property/Premises (Ea. Occurrence): $100,000

.6 Intentionally Deleted

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

.8 Umbrella coverage in the amount of not less than $1,000,000.

6.5.2 Workers' Compensation Insurance Coverage:

1. Definitions:

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

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

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

(d) Persons providing services on the Project ("subcontractor") - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the Project, regardless of whether that person contracted

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

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

   (a.) a certificate of coverage, prior to that person beginning work on the Project, so the Owner will have on file certificates of coverage showing coverage for all persons providing services on the Project; and
   (b.) no later than seven days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.

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

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

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

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

(e) retain all required certificate of coverage on file for the duration of the Project and for one year thereafter;
(f) notify the Owner in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project; and
(g) contractually require each person with whom it contracts, to perform as required by paragraphs (a)-(g), with the certificates of coverage to be provided to the person for whom they are providing services.

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

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

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

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

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

6.5.6 The furnishing of the above listed insurance coverage, as may be modified by the Agreement, must be tendered prior to execution of the Agreement/Contract, and in no event later than ten (10) days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.

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

6.5.8 Owner shall be entitled, upon request, and without expense, to receive complete copies of the policies with all endorsements and may make any reasonable requests for deletion, or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon the Parties or the underwriter of any of such polices. Damages caused by the Contractor and not covered by insurance shall be paid by the Contractor.

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

6.5.10 Contractor shall contractually require each person or entity with whom it contracts to provide services in relation to the Work, to comply with every insurance requirement that Contractor must comply with hereunder. More specifically, each person or entity with whom Contractor contracts to provide services on the in relation to the Work must comply with each insurance requirement hereunder just as if such person or entity was the Contractor. Thus, every reference to Contractor under each insurance requirement hereunder shall mean and include each person or entity with whom Contractor contracts to provide services in relation to the Work. If any such person or entity with whom Contractor contracts to provide services in relation to the Work fails to obtain, maintain or renew any insurance required by this

Agreement, Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

ARTICLE 7 INDEMNITY:

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

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

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

ARTICLE 8 WARRANTY:

8.1 Contractor hereby warrants that the materials and equipment provided for the Work will be of good quality and new unless otherwise required or permitted by the Owner; that the

construction will be free from faults and defects; and that the construction will conform with the requirements of the plans, specifications, drawings and the terms of this Agreement.

8.2 Contractor shall provide warranty services for the Work for a **full twelve (12) months** following Final Completion and final payment. Just before the warranty period expires, Contractor shall attend an on-site meeting with the Owner to ensure that all warranty issues have been identified and properly remedied.

ARTICLE 9 PREVAILING WAGE RATE:

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

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

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

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

9.3 Penalty for Violation. The Contractor and any Subcontractor shall pay to the Owner a penalty of sixty dollars ($60.00) for each worker employed for each calendar day, or portion

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

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

9.5 Arbitration Required if Violation not Resolved. After the Owner makes its initial determination, the affected Contractor or Subcontractor and worker have fourteen (14) days in which to resolve the issue of whether a violation occurred, including the amount that should be retained by Owner or paid to the affected worker. If the Contractor or Subcontractor and affected worker reach an agreement concerning the worker's claim, the Contractor shall promptly notify the Owner in a written document signed by the worker. If the Contractor or Subcontractor and affected worker do not agree before the fifteenth (15^{th}) day after the Owner's determination, the Contractor or Subcontractor and affected worker must participate in binding arbitration in accordance with the Texas General Arbitration Act, Chapter 171, Tex. Civ. Prac. & Rem. Code. The parties to the arbitration have ten (10) days after the expiration of the fifteen (15) days referred to above, to agree on an arbitrator; if by the eleventh (11^{th}) day there is no agreement to an arbitrator, a district court shall appoint an arbitrator on the petition of any of the parties to the arbitration.

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

9.7 Prevailing Wage Retainage. Money retained pursuant to this section shall be used to pay the claimant or claimants the difference between the amount the worker received in wages for labor on the Project at the rate paid by the Contractor or Subcontractor and the amount the worker would have received at the general prevailing wage rate as provided by the agreement of the claimant and the Contractor or Subcontractor affected, or in the arbitrator's award. The full statutory penalty of sixty dollars ($60.00) per day of violation per worker shall be retained by the

Owner to offset its administrative costs, pursuant to Texas Government Code, §2258.023. Any retained funds in excess of these amounts shall be paid to the Contractor on the earlier of the next progress payment or final payment. Provided, however, that the Owner shall have no duty to release any funds to either the claimant or the Contractor until it has received the notices of agreement or the arbitration award as provided in this section.

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

ARTICLE 10 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;

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

11.2 Termination by the Owner for Cause

11.2.1 The Owner may terminate the Agreement if the Contractor:

11.2.1.1 Fails to commence the Work in accordance with the provisions of the Agreement;

11.2.1.2 Fails to prosecute the Work to completion thereof in a diligent, efficient, timely, workmanlike, skillful and careful manner and in strict accordance with the provisions of the Agreement;

11.2.1.3 Fails to use an adequate amount or quality of personnel or equipment to complete the Work without undue delay;

11.2.1.4 Fails to perform any of its obligations under the Agreement;

11.2.1.5 Fails to make prompt payments when due to its Subcontractors and Suppliers, or as required by **Texas Government Code, Chapter 2251**;

11.2.1.6 Files any petition or other pleading seeking any relief under any provisions of the Federal Bankruptcy Act, as amended, or any other federal or state statute or law providing for reorganization of debts or other relief from creditors, permits a receiver or other person to be appointed on account of its insolvency or financial condition, or becomes insolvent;

11.2.1.7 Creates any situation or state of facts which would authorize or permit an involuntary petition in bankruptcy to be filed against Contractor; or

11.2.1.8 Has not met or in Owner's opinion will not meet the dates of Substantial Completion set forth in the Agreement.

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

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

11.2.4 If the unpaid balance of the Contract Price exceeds costs of finishing the Work, including compensation for expenses made necessary thereby, and other damages and costs incurred by the Owner in finishing the Work and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner.

11.3 Suspension by the Owner for Convenience

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

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

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

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

11.4 Termination by the Owner for Convenience

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

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

11.4.2.1 Cease operations as directed by the Owner in the notice;
11.4.2.2 Take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
11.4.2.3 Except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

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

ARTICLE 12 MISCELLANEOUS PROVISIONS:

12.1 Interest and Late Payments. Owner's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Interest charges for any overdue payments shall be paid by Owner in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Owner's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

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

12.2 Audits. Contractor agrees that Owner or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right

to examine and photocopy any and all books, documents, papers and records of Contractor which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Contractor agrees that Owner shall have access during normal working hours to all necessary Contractor facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Owner shall give Contractor reasonable advance notice of intended audits.

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

12.4 Governing Law and Venue. This Agreement and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without reference to its conflicts of law provisions. Williamson County, Texas where the Project is located shall be the sole place of venue for any legal action arising from or related to this Agreement or the Project in which the Owner is a party.

12.5 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

12.6 Notices. All notices, consents, approvals, demands, requests or other communications relied on by the parties shall be in writing. Written notice shall be deemed to have been given when delivered in person to the designated representative of the Contractor or Owner for whom it is intended; or sent by U. S. Mail to the last known business address of the designated representative.

12.7 Severability. Should any term or provision of this Agreement be held invalid or unenforceable in any respect, the remaining terms and provisions shall not be affected and this Agreement shall be construed as if the invalid or unenforceable term or provision had never been included.

12.8Relationship of the Parties. Contractor shall be an independent contractor under this agreement and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions in this agreement which may appear to give Owner the right to direct Contractor as to details of doing the Work herein covered or to exercise a measure of control over the Work shall be deemed to mean that Contractor shall follow the desires of Owner in the results of the Work only. Owner shall not retain or have the right to control the Contractor's means, methods or details pertaining to the Contractor's performance of the Work described herein, nor shall Owner have the power to direct the order in which Contractor's Work is performed under this agreement. Owner and Contractor hereby agree and declare that Contractor is an Independent Contractor and as such meets the qualifications of an Independent Contractor under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, that the Contractor is not an employee of Owner for purposes of this Agreement, and that the Contractor and its employees, agents and sub-subcontractors

shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by Owner.

12.9 Force Majeure. If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance of this Agreement. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

12.10 No Waiver of Sovereign Immunity. Nothing herein shall be construed as a waiver of sovereign immunity by Owner.

12.11 Current Revenues. Under Texas law, a contract with a governmental entity that contains a claim against future revenues is void; therefore, each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

12.12 Compliance with Laws. Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, Contractor shall furnish the Owner with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

12.13 Entire Agreement & Incorporated Documents; Conflicting Terms. This Agreement constitutes the entire agreement between the parties and may not be modified or amended other than by a written instrument executed by both parties.

The following documents shall comprise the Contract Documents:

1. This Agreement between Owner and Contractor;
2. Exhibit "A" – Plans and Specifications;
3. Addenda issued prior to the Effective Date of this Agreement;
4. Cooperative Contract #TIPS 241001; and
5. All Change Orders and any other Modifications issued after the Effective Date of this Agreement.

In the event of a dispute or conflict relating to the terms and conditions of the Contract Documents, applicable documents will be referred to for the purpose of clarification, conflict resolution or for additional detail in the following order of precedence:

1. This Agreement between Owner and Contractor;
2. Exhibit "A" – Plans and Specifications;
3. Addenda issued prior to the Effective Date of this Agreement;

4. Cooperative Contract #TIPS 241001; and
5. All Change Orders and any other Modifications issued after the Effective Date of this Agreement.

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

OWNER:

WILLIAMSON COUNTY, TEXAS,
a political subdivision of the state of Texas

By: _____

Printed Name: _____

Title: _____

Date: _____

CONTRACTOR:

G2 Construction Services Inc.

By: _____

Printed Name: Jimmy S. Gibson

Title: Vice President

Date: 10/10/25

Exhibit "A"

Plans and Specifications

Location: Williamson County Criminal Justice Center, 405 Martin Luther King Jr St., Georgetown, TX 78626

Scope of Work:

Division 9 Scope:

- Cut two new openings.
- Set two new Raco frames, install two owner supplied doors and new Best hardware with two new closers as discussed.
- Touch up paint as necessary.

Hardware Scope:

- (2) Raco frames
- (2) Sets of Hinges
- (2) Best Hardware Sets to match existing
- (2) Closers

Division 16 & 28 Electrical Scope

- Add 3-way switch at new door.
- Replace existing switch with 3-way and re-wire.
- Provide and install flex and box for new card reader supplied and installed by the county.

Exclusions:

- Permits

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:
2025-1375348

Date Filed:
10/10/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
G2 Construction Services, Inc.
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.
CJC New Court Prep
CJC door additions and modifications.

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

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Jimmy S. Gibson, 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 10 day of Oct. (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:
2025-1375348

Date Filed:
10/10/2025

Date Acknowledged:
10/15/2025

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

G2 Construction Services, Inc.
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.

CJC New Court Prep
CJC door additions and modifications.

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Gibson, Jyl	Georgetown, TX United States	X	
Gibson, Jimmy	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 **22.**

Meeting Date: 10/28/2025

Approval of the Agreement for Construction Services No. 2026-062 with G2 Construction Services, Inc. for the Hope Alliance Shed Demolition for Facilities Management

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the Construction Service Agreement No. 2026-062 between Williamson County and G2 Construction Services, Inc. for the Hope Alliance Shed Demolition in the not-to-exceed amount of Seven Thousand Two Hundred Dollars ($7,200.00) pursuant to Cooperative Contract #TIPS 241001 and authorize execution of the agreement.

Background

This Agreement for Construction Services between Williamson County and G2 Construction Services, Inc for the Hope Alliance Shed Demolition location of work is not disclosed intentionally. Contract Audit and General Counsel reviewed. A detailed Scope of Work is attached. The funding source is 01.0100.0509.004509 and the point of contact is Christy Matoska.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Construction Service Agreement

Form 1295 G2 Construction Services, Inc. Complete

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	10/21/2025 03:43 PM
Form Started By: Michelle McKinney		Started On: 10/15/2025 05:38 PM
Final Approval Date: 10/21/2025		

Agreement for Construction Services

(Cooperative Contract #TIPS 241001)

This Agreement ("Agreement") between Williamson County, Texas, a political subdivision of the State of Texas ("Owner") and G2 Construction Services, 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 Hope Alliance Shed Demolition (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 **Seven Thousand Two Hundred Dollars ($7,200.)** in accordance with the terms and conditions of this Agreement.

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

ARTICLE 4 CONTRACT TIME:

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

4.2 Liquidated Damages.

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

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

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

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

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

ARTICLE 5 PAYMENT:

5.1 Schedule Of Values

Contractor shall submit to the Owner, before the first Application for Payment, a schedule of values allocating the entire Contract Price to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule, unless objected to by the Owner, shall be used as a basis for reviewing the Contractor's Applications for Payment.

5.2 Applications For Payment

5.2.1 Contractor shall submit to the Owner an itemized Application for Payment prepared in accordance with the schedule of values for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner may require, such as copies of requisitions from

subcontractors and material suppliers and shall reflect retainage if provided for in the Agreement.

5.2.1.1 Such applications may include requests for payment on account of changes in the Work that have been properly authorized by written Change Orders.

5.2.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a subcontractor or material supplier unless such Work has been performed by others whom the Contractor intends to pay.

5.2.1.3 If requested by Owner or required elsewhere in the Agreement, each Application for Payment shall be accompanied by the following, all in a form and substance satisfactory to the Owner:

a. With each Application for Payment: a current Sworn Statement from the Contractor setting forth all subcontractors and all material suppliers with whom the Contractor has subcontracted, the amount of each such subcontract, the amount requested for any subcontractor or material supplier in the Application for Payment, and the amount to be paid to the Contractor from such progress payment;

b. With each Application for Payment: a duly executed Conditional Waiver and Release on Progress Payment from the Contractor and subcontractors establishing receipt of payment or satisfaction of the payment requested by the Contractor in the current Application for Payment;

c. Commencing with the second Application for Payment submitted by the Contractor, a duly executed Unconditional Waiver and Release on Progress Payment from Contractor and all subcontractors, material suppliers and, where appropriate, lower tier subcontractors that have billed more than five thousand dollars ($5,000) on a single application of payment, establishing receipt of payment or satisfaction of payment of all amounts requested on behalf of such entities and disbursed prior to submittal by the Contractor of the current Application for Payment;

d. With the Final Application for Payment: Contractor shall submit a Conditional Waiver and Release on Final Payment as required by Texas Property Code, §53.284. Upon receipt of final payment, Contractor shall submit an Unconditional Waiver and Release on Final Payment as required by Texas Property Code, §53.284; and

e. Such other information, documentation, and materials as the Owner, or the title insurer (if any) may require in order to ensure that Owner's property is free of lien claims. Such other documents may include, without limitation, original copies of lien or bond claim releases suitable for filing with the County Clerk in Williamson County, Texas.

5.2.2 Unless otherwise provided in the Agreement, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing.

Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

5.2.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, bond claims, claims, security interests or encumbrances in favor of the Contractor, subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

5.2.3.1 The Contractor further expressly undertakes to defend Owner, at the Contractor's sole expense, against any actions, lawsuits, or proceedings brought against Owner as a result of liens filed against the Work, the site of any of the Work, the Project site and any improvements thereon, or any portion of the property of any of Owner (referred to collectively as "liens" in this paragraph), provided the Owner has paid Contractor pursuant to the requirements of the Agreement. The Contractor hereby agrees to indemnify and hold Owner harmless against any such liens or claims of lien and agrees to pay any judgment or lien resulting from any such actions, lawsuits, or proceedings.

5.2.3.2 The Owner shall release any payments withheld due to a lien or bond claims if the Contractor obtains security acceptable to the Owner, however, the Contractor shall not be relieved of any responsibilities or obligations under this paragraph, including, without limitation, the duty to defend and indemnify Owner.

5.2.3.3 Retainage. The Owner shall withhold from each progress payment, as retainage, five percent (5%) of the total earned amount. Retainage so withheld shall be managed in conformance with Texas Government Code, Chapter 2252, Subchapter B. Any request for reduction or release of retainage shall be accompanied by written consent of the Contractor's Surety. No such request shall be made until the Contractor has earned at least sixty-five percent (65%) of the total Contract Price.

5.2.3.4 For purposes of Texas Government Code, §2251.021 (a)(2), the date the performance of service is completed is the date when the Owner's representative approves the Application for Payment.

5.3 Certificates For Payment

5.3.1 The Owner will, within seven (7) business days after receipt of the Contractor's Application for Payment, issue a Certificate for Payment, with a copy to the Contractor, for such amount as the Owner determines is properly due, or notify the Contractor in writing of the Owner 's reasons for withholding certification in whole or in part as provided.

5.3.2 The issuance of a Certificate for Payment will constitute a representation by the Owner, based

on the Owner's evaluation of the Work and the data comprising the Application for Payment, that, to the best of the Owner's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Agreement. The foregoing representations are subject to an evaluation of the Work for conformance with the Agreement upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Agreement prior to completion and to specific qualifications expressed by the Owner. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Owner has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Price.

5.4 Decisions To Withhold Certification

5.4.1 The Owner may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Owner's opinion the representations to the Owner required herein cannot be made. If the Owner is unable to certify payment in the amount of the Application, the Owner will notify the Contractor. If the Contractor or Contractor and Owner, as the case may be, cannot agree on a revised amount, the Owner will promptly issue a Certificate for Payment for the amount that can be certified. The Owner may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Owner's opinion to protect the Owner from loss for which the Contractor is responsible because of:

5.4.1.1 defective Work not remedied;
5.4.1.2 third party claims filed or reasonable evidence indicating probable filing of such claims;
5.4.1.3 failure of the Contractor to make payments properly to subcontractors or for labor, materials or equipment;
5.4.1.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Price;
5.4.1.5 damage to the Owner or a separate contractor;
5.4.1.6 failure to maintain the scheduled progress, or reasonable evidence that the Work will not be completed within the Contract Time;
5.4.1.7 failure to comply with the requirements of Texas Government Code, Chapter 2258 (Prevailing Wage Law);
5.4.1.8 failure to include sufficient documentation to support the amount of payment requested for the Project;
5.4.1.9 failure to obtain, maintain, or renew insurance coverage, payment/performance

bonds or warranty bond required by the Agreement; or

5.4.1.10 repeated failure to carry out the Work in accordance with the Agreement.

5.4.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

5.5 Progress Payments

5.5.1 The Owner shall make payment in the manner and within the time provided in the Agreement and in accordance with Texas Government Code, Chapter 2251.

5.5.2 The Contractor shall pay each subcontractor and material and equipment suppliers no later than ten (10) calendar days after receipt of payment from the Owner the amount to which the subcontractor or material and equipment suppliers is entitled. Payments to subcontractors may reflect the percentages actually retained from payments to the Contractor on account of the subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each subcontractor, require each subcontractor to make payments to Sub-subcontractors in a similar manner.

5.5.3 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven (7) calendar days, the Owner shall have the right to contact subcontractors to ascertain whether they have been properly paid. The Owner shall not have an obligation to pay or to see to the payment of money to a subcontractor, except as may otherwise be required by law.

5.5.4 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Agreement.

5.6 Failure Of Payment

5.6.1 If the Owner is required to issue Certificates for Payment and, through no fault of the Contractor, the Owner fails to timely issue Certificates for Payment in the time permitted in the Agreement, or if the Owner does not pay the Contractor by the date established in the Agreement, then the Contractor may, upon twenty-one (21) business days written notice to the Owner, stop the Work until payment of the amount owing has been received.

5.6.2 If the Owner is entitled to reimbursement or payment from the Contractor under or pursuant to the Agreement, such payment shall be made promptly upon demand by the Owner. Notwithstanding anything contained in the Agreement to the contrary, if the Contractor fails to promptly make any payment due the Owner, or if the Owner incurs any costs and expenses to cure any default of the Contractor or to correct defective work, the Owner shall have an absolute right to offset such amount against the Contract Price and may, in the Owner's sole discretion, elect either to (1) deduct an amount equal to that which the Owner is entitled from

any payment then or thereafter due the Contractor from the Owner, or (2) issue a written notice to the Contractor reducing the Contract Price by an amount equal to that which the Owner is entitled.

5.7 Substantial Completion

5.7.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Agreement so that the Owner can occupy or utilize the Work for its intended use; provided, however, that as a condition precedent to Substantial Completion, the Owner has received all certificates of occupancy and any other permits, approvals, licenses, and other documents from any governmental authority having jurisdiction thereof necessary for the beneficial occupancy of the Project.

5.7.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Owner a comprehensive list of items to be completed or corrected prior to final payment (punch list). Failure to include an item on the punch list does not alter the responsibility of the Contractor to complete all Work in accordance with the Agreement.

5.7.3 Upon receipt of the Contractor's punch list, the Owner will examine the Work to determine whether the Work or designated portion thereof is substantially complete. If the Owner's examination discloses any item, whether or not included on the Contractor's punch list, that is not sufficiently complete in accordance with the Agreement, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Owner. In such case, the Contractor shall then submit a request for another examination by the Owner to determine Substantial Completion.

5.7.4 When the Work or designated portion thereof is substantially complete, the Owner will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Unless otherwise provided, Contractor shall complete all items on the punch list within thirty (30) calendar days of Substantial Completion. Warranties required by the Agreement shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

5.7.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate of Substantial Completion. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage.

5.8 Partial Occupancy or Use

5.8.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor,

provided such occupancy or use is consented to by the insurer, the surety, and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Agreement. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Owner as provided herein. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld.

5.8.2 Immediately prior to partial occupancy or use, the Owner and Contractor shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

5.8.3 Partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Agreement.

5.9 Final Completion and Final Payment

5.9.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Owner will make such inspection and, when the Owner finds the Work acceptable under the Agreement and the Agreement fully performed, the Owner will issue a final Certificate for Payment for the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. All warranties and guarantees required under or pursuant to the Agreement shall be assembled and delivered by the Contractor to the Owner as part of the final Application for Payment. The final Certificate for Payment will not be issued by the Owner until all warranties and guarantees have been received and accepted by the Owner.

5.9.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Owner (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work have been paid or otherwise satisfied, within the period of time required by Texas Government Code, Chapter 2251, (2) a certificate evidencing that insurance required by the Agreement to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least thirty (30) business days prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Agreement, (4) consent of surety to final payment, (5) a warranty bond in a form acceptable to Owner, and (6) other data establishing payment or satisfaction of obligations, such as receipts, unconditional full and final releases and waivers of liens, claims, security interests or encumbrances arising out of the Agreement, to the extent and in such form as may be designated by the Owner.

5.9.3 Acceptance of final payment by the Contractor, a subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and

identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 6 CONTRACTOR'S GENERAL RESPONSIBILITIES AND COVENANTS:

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

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

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

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

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

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

	Type of Coverage	Limits of Liability
.1	Worker's Compensation	Statutory

.2 Employer's Liability

Bodily Injury by Accident	$500,000 Ea. Accident
Bodily Injury by Disease	$500,000 Ea. Employee
Bodily Injury by Disease	$500,000 Policy Limit

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

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

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

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

.5 INTENTIONALLY DELETED

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

.7 Umbrella coverage in the amount of not less than $1,000,000.

6.5.2 Workers' Compensation Insurance Coverage:

1. Definitions:

(a) Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the

person's or entity's employees providing services on a project, for the duration of the Project.

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

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

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

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

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

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

6. The Contractor shall retain all required certificates of coverage for the duration of the Project and for one year thereafter.
7. The Contractor shall notify the Owner in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that

materially affects the provision of coverage of any person providing services on the Project.

8. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the Project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

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

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

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

   (e) retain all required certificate of coverage on file for the duration of the Project and for one year thereafter;
   (f) notify the Owner in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project; and
   (g) contractually require each person with whom it contracts, to perform as required by paragraphs (a)-(g), with the certificates of coverage to be provided to the person for whom they are providing services.

10. By signing the Agreement/Contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services on the Project will be covered by workers' compensation coverage for the duration of the Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-

insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

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

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

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

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

6.5.6 The furnishing of the above listed insurance coverage, as may be modified by the Agreement, must be tendered prior to execution of the Agreement/Contract, and in no event later than ten (10) days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.

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

6.5.8 Owner shall be entitled, upon request, and without expense, to receive complete copies of the policies with all endorsements and may make any reasonable requests for deletion, or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon the Parties or the underwriter of any of such polices. Damages caused by the Contractor and not covered by insurance shall be paid by the Contractor.

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

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

ARTICLE 7 INDEMNITY:

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

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

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

future partner or affiliate of Owner or any agent, officer, director, or employee of Owner, or of the various departments comprising Owner, or anyone claiming under Owner has or shall have any personal liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement.

ARTICLE 8 WARRANTY:

8.1 Contractor hereby warrants that the materials and equipment provided for the Work will be of good quality and new unless otherwise required or permitted by the Owner; that the construction will be free from faults and defects; and that the construction will conform with the requirements of the plans, specifications, drawings and the terms of this Agreement.

8.2 Contractor shall provide warranty services for the Work for a **full twelve (12) months** following Final Completion and final payment. Just before the warranty period expires, Contractor shall attend an on-site meeting with the Owner to ensure that all warranty issues have been identified and properly remedied.

ARTICLE 9 PREVAILING WAGE RATE:

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

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

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

9.2 Prevailing Wage Schedule. Pursuant to Texas Government Code Section 2258.022(2), the general prevailing rate of per diem wages for each craft or type of worker needed to execute the Contract and the prevailing rate for legal holiday and overtime work shall be the most recent prevailing wage rate for Williamson County, Texas for building construction as determined by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section

276a et seq.), and its subsequent amendments, which are published and can be obtained online at https://sam.gov/search/?index=dbra (the "Prevailing Wage Schedule"). Should the Contractor at any time become aware that a particular skill or trade not reflected on the Prevailing Wage Schedule will be or is being employed in the Work, whether by the Contractor or by a subcontractor, the Contractor shall promptly inform the Owner and shall specify a wage rate for that skill or trade, which shall bind the Contractor.

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

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

9.5 Arbitration Required if Violation not Resolved. After the Owner makes its initial determination, the affected Contractor or Subcontractor and worker have fourteen (14) days in which to resolve the issue of whether a violation occurred, including the amount that should be retained by Owner or paid to the affected worker. If the Contractor or Subcontractor and affected worker reach an agreement concerning the worker's claim, the Contractor shall promptly notify the Owner in a written document signed by the worker. If the Contractor or Subcontractor and affected worker do not agree before the fifteenth (15^{th}) day after the Owner's determination, the Contractor or Subcontractor and affected worker must participate in binding arbitration in accordance with the Texas General Arbitration Act, Chapter 171, Tex. Civ. Prac. & Rem. Code. The parties to the arbitration have ten (10) days after the expiration of the fifteen (15) days referred to above, to agree on an arbitrator; if by the eleventh (11^{th}) day there is no agreement to an arbitrator, a district court shall appoint an arbitrator on the petition of any of the parties to the arbitration.

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

and the surety of either to receive the amount owed, attorneys' fees and court costs. The Contractor shall promptly furnish a copy of the arbitration award to the Owner.

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

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

ARTICLE 10 BONDS:

10.1 INTENTIONALLY DELETED
10.2 INTENTIONALLY DELETED
10.3 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;

11.1.3 Because the Owner has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in the Agreement, or because the Owner has not made payment on an undisputed Certificate for Payment within the time stated in the Agreement; or

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

11.2 Termination by the Owner for Cause

11.2.1 The Owner may terminate the Agreement if the Contractor:

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

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

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

11.2.4 If the unpaid balance of the Contract Price exceeds costs of finishing the Work, including compensation for expenses made necessary thereby, and other damages and costs incurred by the Owner in finishing the Work and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner.

11.3 Suspension by the Owner for Convenience

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

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

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

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

11.4 Termination by the Owner for Convenience

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

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

11.4.2.1 Cease operations as directed by the Owner in the notice;
11.4.2.2 Take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
11.4.2.3 Except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

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

ARTICLE 12 MISCELLANEOUS PROVISIONS

12.1 Interest and Late Payments. Owner's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Interest charges for any overdue payments shall be paid by Owner in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Owner's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

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

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

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

12.4 Governing Law and Venue. This Agreement and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without reference to its conflicts of law provisions. Williamson County, Texas where the Project is located shall be the sole place of venue for any legal action arising from or related to this Agreement or the Project in which the Owner is a party.

12.5 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

12.6 Notices. All notices, consents, approvals, demands, requests or other communications relied on by the parties shall be in writing. Written notice shall be deemed to have been given when delivered in person to the designated representative of the Contractor or Owner for whom it is intended; or sent by U. S. Mail to the last known business address of the designated representative.

12.7 Severability. Should any term or provision of this Agreement be held invalid or unenforceable in any respect, the remaining terms and provisions shall not be affected and this Agreement shall be construed as if the invalid or unenforceable term or provision had never been included.

12.8 Relationship of the Parties. Contractor shall be an independent contractor under this agreement and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions in this agreement which may appear to give Owner the right to direct Contractor as to details of doing the Work herein covered or to exercise a measure of control over the Work shall be deemed to mean that Contractor shall follow the desires of Owner in the results of the Work only. Owner shall not retain or have the right to control the Contractor's means, methods or details pertaining to the Contractor's performance of the Work described herein, nor shall Owner have the power to direct the order in which Contractor's Work is performed under this agreement. Owner and Contractor hereby agree and declare that Contractor is an Independent Contractor and as such meets the qualifications of an Independent Contractor under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, that the Contractor is not an employee of Owner for purposes of this Agreement, and that the Contractor and its employees, agents and sub-subcontractors shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by Owner.

12.9 Force Majeure. If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance of this Agreement. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

12.10 No Waiver of Sovereign Immunity. Nothing herein shall be construed as a waiver of sovereign immunity by Owner.

12.11 Current Revenues. Under Texas law, a contract with a governmental entity that contains a claim against future revenues is void; therefore, each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

12.12 Compliance with Laws. Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, Contractor shall furnish the Owner with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

12.13 Entire Agreement & Incorporated Documents; Conflicting Terms. This Agreement constitutes the entire agreement between the parties and may not be modified or amended other than by a written instrument executed by both parties.

The following documents shall comprise the Contract Documents:

1. This Agreement between Owner and Contractor;
2. Exhibit "A" – Plans and Specifications;

3. Addenda issued prior to the Effective Date of this Agreement;
4. Cooperative Contract #TIPS 241001; and
5. All Change Orders and any other Modifications issued after the Effective Date of this Agreement.

In the event of a dispute or conflict relating to the terms and conditions of the Contract Documents, applicable documents will be referred to for the purpose of clarification, conflict resolution or for additional detail in the following order of precedence:

1. This Agreement between Owner and Contractor;
2. Exhibit "A" – Plans and Specifications;
3. Addenda issued prior to the Effective Date of this Agreement;
4. Cooperative Contract #TIPS 241001; and
5. All Change Orders and any other Modifications issued after the Effective Date of this Agreement.

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

OWNER:	**CONTRACTOR:**
WILLIAMSON COUNTY, TEXAS, a political subdivision of the state of Texas	G2 Construction Services, Inc.
By: _____	By: _____
Printed Name: _____	Printed Name: Jimmy S. Gibson
Title: _____	Title: Vice President
Date: _____	Date: 10/13/25

Exhibit "A"

Plans and Specifications

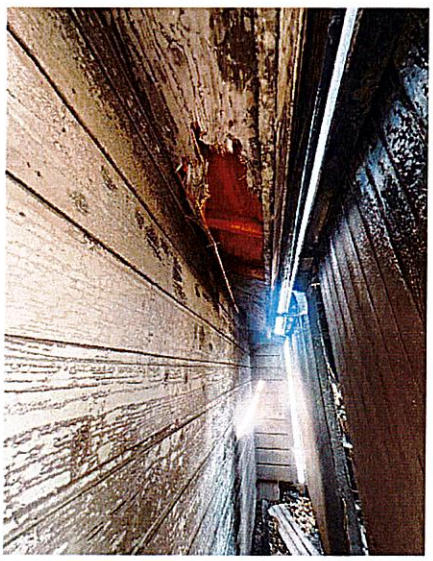
Location of Work: Hope Alliance Shed Demolition

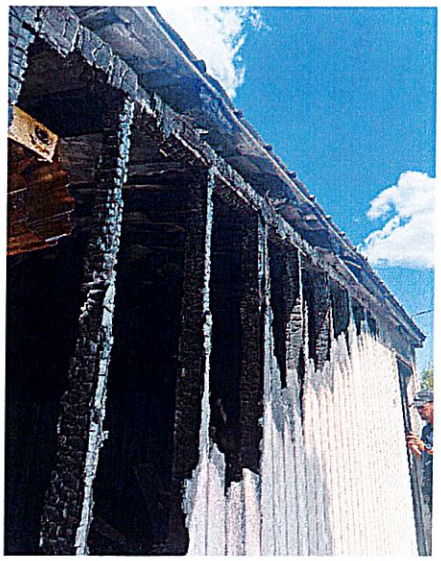
Scope of Work:
Contractor to perform the following work:

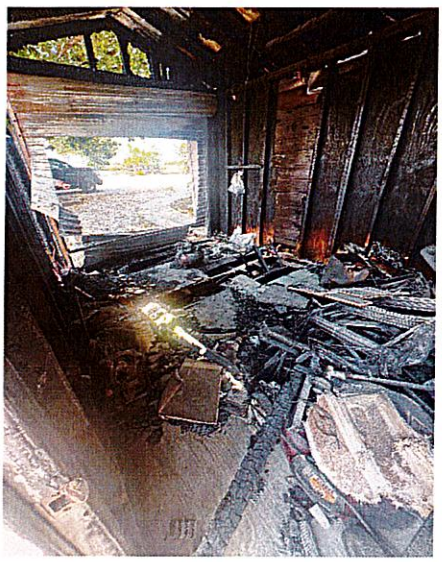
- Provide 20-yard dumpster
- Demolish and haul off burnt structure, all items stored within and leveling apparatuses
- Rake virgin soil after demolition

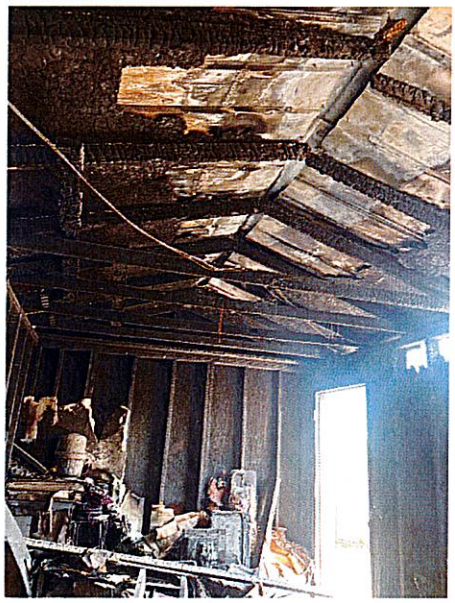
*All compliance fees are included in the total

Exclusions:
- Permits
- Demolition of concrete patio and steps
- Anything not specifically mentioned in this proposal









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:
2025-1375865

Date Filed:
10/13/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
G2 Construction Services, Inc.
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.
241001
Hope Alliance Shed Demolition

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

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Jimmy S Gibson, 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 13 day of Oct. (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:
2025-1375865

Date Filed:
10/13/2025

Date Acknowledged:
10/15/2025

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

G2 Construction Services, Inc.
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.

241001
Hope Alliance Shed Demolition

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Gibson, Jyl	Georgetown, TX United States	X	
Gibson, Jimmy	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 **23.**

Meeting Date: 10/28/2025

Alliance Transportation Group, LLC 24RFSQ22 WA1 SA1 Transportation Plan

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

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Supplemental Work Authorization No. 1 to Work Authorization No. 1 under Williamson County Contract between Alliance Transportation Group, LLC and Williamson County dated March 19, 2024, for Wilco Transportation Plan. Funding source: P621

Background

This supplemental is to extend the expiration date to December 31, 2027.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Alliance 24RFSQ22 WA1 SA1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	10/20/2025 11:28 AM
Form Started By: Vicky Edwards		Started On: 10/16/2025 02:21 PM
Final Approval Date: 10/20/2025		

SUPPLEMENTAL WORK AUTHORIZATION NO. _1__
TO
WORK AUTHORIZATION NO. _1___

WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT:

Wilco Transportation Plan

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 **Alliance Transportation Group, LLC** (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 above referenced Work Authorization termination date shall be modified to **December 31, 2027**. 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: _____	By: _____
Signature	Signature
Ed Elam	Steven Snell
Printed Name	Printed Name
Senior VP - Planning Practice Leader	Williamson County Judge
Title	Title
10/16/2025	
Date	Date

Attachment C - Work Schedule

Alliance Transportation Group, LLC will provide a work schedule for the assigned tasks.

Commissioners Court - Regular Session **24.**

Meeting Date: 10/28/2025

Atlas 24RFSQ17 R&B WA2 SA1 CR 201

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 Atlas Technical Consultants, LLC and Williamson County dated March 19, 2024, for CR 201. Funding source: 01.0200.0210.004160.

Background

This supplemental is to extend the expiration date to December 31, 2026.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Atlas 24RFSQ17 R&B WA2 SA1 CR 201

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	10/20/2025 11:31 AM
Form Started By: Vicky Edwards		Started On: 10/20/2025 09:36 AM
Final Approval Date: 10/20/2025		

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

WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT:
CR 201

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 March 19, 2024 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Atlas Technical Consultants, LLC** (the "Firm").

WHEREAS, the County and the Firm executed Work Authorization No. _2___ dated effective August 5, 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 above referenced Work Authorization termination date shall be modified to December 31, 2026. The Services to be Provided by the Firm shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The revised Work Schedule is attached hereto as Attachment "C" (must be attached).

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

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

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

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

FIRM:	**COUNTY:**
By: _____	By: _____
Signature	Signature
Jimmy Baldwin	Steven Snell
Printed Name	Printed Name
Project Manager	Williamson County Judge
Title	Title
10/19/2025	
Date	Date

Attachment C - Work Schedule

Atlas Technical Consultants, LLC will provide a work schedule for the on call assigned tasks.

Commissioners Court - Regular Session **25.**

Meeting Date: 10/28/2025

Cobb Fendley 1811-273 WA7 SA2 CR 255 City of Georgetown Water Line Relocations

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

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Supplemental Work Authorization No. 2 to Work Authorization No. 7 under the Williamson County Contract between Cobb, Fendley & Associates, Inc. and Williamson County dated July 16, 2019, for CR 255 City of Georgetown Water Line Relocations. Funding source: P546.

Background

This supplemental is to extend the expiration date to September 30, 2026.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Cobb Fendley 1811-273 WA7 SA2 CR 255 City of Georgetown Water Line Relocations

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	10/21/2025 03:20 PM
Form Started By: Vicky Edwards		Started On: 10/21/2025 09:37 AM
Final Approval Date: 10/21/2025		

SUPPLEMENTAL WORK AUTHORIZATION NO. _2__
TO
WORK AUTHORIZATION NO. _7___

WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT:
CR 255 City of Georgetown Water Line Relocations

This Supplemental Work Authorization No. _2__ to Work Authorization No. _7___ 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. _7___ dated effective February 27, 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 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
October 21, 2025	
Date	Date

Attachment C - Work Schedule

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

Commissioners Court - Regular Session **26.**

Meeting Date: 10/28/2025

Kimley Horn 24RFSQ17 WA1 SA3 Traffic Engr Svcs

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

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Supplemental Work Authorization No. 3 to Work Authorization No. 1 under the Williamson County Contract between Kimley-Horn and Associates, Inc. and Williamson County dated March 19, 2024, for Traffic Engineering Services. Funding source: 01.0200.0210.004100.

Background

This supplemental is to increase the maximum amount payable to $300,000.00.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Kimley Horn 24RFSQ17 WA1 SA3

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	10/20/2025 11:30 AM
Form Started By: Vicky Edwards		Started On: 10/16/2025 03:31 PM
Final Approval Date: 10/20/2025		

SUPPLEMENTAL WORK AUTHORIZATION NO. _3_
TO
WORK AUTHORIZATION NO. __1__

WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT:
Traffic Engineering 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 19, 2024** ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Kimley-Horn and Associates, Inc.** (the "Firm").

WHEREAS, the County and the Firm executed Work Authorization No. __1__ dated effective **June 11, 2024** (the "Work Authorization");

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

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

AGREEMENT

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

I. The maximum amount payable for services under the Work Authorization is hereby increased from **$200,000.00** to **$300,000.00**. The revised Work Schedule is attached hereto as Attachment "C" (must be attached).

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

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

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

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

FIRM:	**COUNTY:**
By:	By: _____
Signature	Signature
Trey Neal	Steve Snell
Printed Name	Printed Name
Vice President	Williamson County Judge
Title	Title
10/16/2025	
Date	Date

Attachment C - Work Schedule

Kimley Horn and Associates, Inc. will provide a work schedule for the assigned tasks

Commissioners Court - Regular Session **27.**

Meeting Date: 10/28/2025

Gray Engineering 21RFSQ14 R&B WA5 SA1 Drainage CR 222, CR 378, CR 383, CR 467 & CR 417

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. 5 under the Williamson County Contract between Gray Engineering, Inc. and Williamson County dated May 31, 2022, for Drainage Improvements on CR 222, CR 378, CR 383, CR 467, CR 417. Funding source: 01.0200.0210.004100.

Background

This supplemental is to extend the expiration date to December 31, 2025.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Gray Engineering 21RFSQ14 R&B WA5 SA1 Drainage CR 222, CR 378, CR 383, CR 467 & CR 417

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	10/21/2025 03:19 PM
Form Started By: Vicky Edwards		Started On: 10/20/2025 10:37 AM
Final Approval Date: 10/21/2025		

SUPPLEMENTAL WORK AUTHORIZATION NO. _1__
TO
WORK AUTHORIZATION NO. _5___

WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT:
Engineering Design Services for Drainage Improvements on CR 222, CR 378, CR 383, CR 467, CR 417

This Supplemental Work Authorization No. _1__ to Work Authorization No. __5__ is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated **May 31, 2022** ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Gray Engineering, Inc.** (the "Firm").

WHEREAS, the County and the Firm executed Work Authorization No. _5___ dated effective July 16, 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 above referenced Work Authorization termination date shall be modified to **December 31, 2025**. The Services to be Provided by the Firm shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The revised Work Schedule is attached hereto as Attachment "C" (must be attached).

County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Supplemental Work Authorization. Firm understands and agrees that County's payment of amounts under this Supplemental Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under the Supplemental Work Authorization. It is further understood and agreed by Firm that County shall have the right to terminate this Supplemental Work Authorization at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may 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: Colby Harris Digitally signed by Colby Harris DN: C=US, E=charris@grayengineeringinc.com, O="Gray Engineering, Inc.", CN=Colby Harris Reason: I am approving this document Date: 2025.10.20 09:38:28-05'00'	By: _____
Signature	Signature
Colby Harris	Steven Snell
Printed Name	Printed Name
Managing Partner - Operations	Williamson County Judge
Title	Title
10/20/2025	_____
Date	Date

Attachment C - Work Schedule

Gray Engineering, Inc. will provide a work schedule for the assigned tasks.

Commissioners Court - Regular Session **28.**

Meeting Date: 10/28/2025

Authorize Issuing IFB #26IFB3 Hauling for Road and Bridge Department

Submitted For: Joy Simonton **Submitted By:** Fernando Ramirez, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed responses for IFB Hauling, under IFB #26IFB3.

Background

Williamson County is seeking qualified companies to provide drivers and commercial motor vehicles to haul materials related to constructing and maintaining highways, streets and bridges. The Estimated Budget is $75,000.00. The funding source is 01.0200.0210.003544 and 01.0200.0210.003597. The point of contact is Kelly Murphy.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	10/21/2025 10:46 AM
Form Started By: Fernando Ramirez		Started On: 10/13/2025 03:46 PM
Final Approval Date: 10/21/2025		

Commissioners Court - Regular Session **29.**

Meeting Date: 10/28/2025

Authorize Issuing IFB #26IFB4 CR 417 Cross Culvert Replacement for Road and Bridge Department

Submitted For: Joy Simonton **Submitted By:** Fernando Ramirez, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed responses for IFB CR 417 Cross Culvert Replacement, under IFB #26IFB4.

Background

Williamson County is seeking qualified contractors to provide materials, experienced construction crews and equipment to construct the cross-culvert replacement on CR 417. The Estimated Budget is $195,000.00. The funding source is 01.0200.0210.003599 and the point of contact is Jenifer Favreau.

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	10/21/2025 10:48 AM
Form Started By: Fernando Ramirez		Started On: 10/13/2025 04:06 PM
Final Approval Date: 10/21/2025		

Commissioners Court - Regular Session **30.**

Meeting Date: 10/28/2025

Pancreatic Cancer Awareness Month

Submitted For: Cynthia Long **Submitted By:** Kathy Pierce, Commissioner Pct. #2

Department: Commissioner Pct. #2

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a proclamation naming the month of November as "*Pancreatic Cancer Awareness Month*" in Williamson County.

Background

Pancreatic Cancer is one of the deadliest forms of cancer in the U.S., and it is difficult to diagnose as it is the only cancer that does not have a standard preventative screening strategy. With research and funding, the Pancreatic Cancer Action Network (PanCAN) has a goal of increasing the five-year survival rate to 20% by 2030. PanCAN is pioneering the advancement of an early detection strategy and is looking into the connection between high blood sugar and pancreatic cancer. Their goal is to develop a screening method that detects pancreatic cancer when it can be surgically removed.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Proclamation

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	10/10/2025 02:20 PM
Form Started By: Kathy Pierce		Started On: 10/10/2025 12:37 PM
Final Approval Date: 10/10/2025		

State of Texas
County of Williamson
Know all men by these presents:

That on the 28th day of October 2025 the Commissioners Court of Williamson County, Texas met in duly called session at the Williamson County Courthouse, 710 Main Street, Georgetown, Texas, with the following members present:

Steven Snell, County Judge
Terry Cook, Commissioner Precinct One
Cynthia P. Long, Commissioner Precinct Two
Valerie Covey, Commissioner Precinct Three
Russ Boles, Commissioner Precinct Four

And at said meeting, among other business, the Court considered the following Proclamation:

WHEREAS, Pancreatic Cancer is the 3rd leading cause of U.S. cancer deaths, but raising awareness helps more people recognize risks and symptoms sooner; and,

WHEREAS, Pancreatic Cancer accounts for about 3% of all cancer in the U.S. and about 7% of all cancer deaths, with 67,440 people in the U.S. expected to be diagnosed in 2025 and about 51,980 deaths expected; and

WHEREAS, currently there is no routine preventive early detection screening available for Pancreatic Cancer, making early diagnosis difficult, but a recent discovery by scientists at The Institute of Cancer Research in London found a protein that could potentially reduce its spread; and

WHEREAS, the survival rate for Pancreatic Cancer has improved over the past decade, with the five-year survival rate increasing from about 7% to 13%, however this rate is still among the lowest for any cancer and it remains challenging to detect; and

WHEREAS, earlier diagnosis substantially improves the 5-year survival rate, with survival being 43.6% if the cancer is diagnosed at stage 1 (Localized), 16.7% if stage 2 (Regional), and dropping to 3.2% if detected in stage 3 (Metastasized); and

WHEREAS, risk factors for developing the disease include family history, tobacco use, being overweight, having diabetes or chronic pancreatitis, and age (about 2/3 of cases are 65 years or older); and

WHEREAS, the warning signs for Pancreatic Cancer are often vague, but important to recognize, including: pain (usually abdominal or back pain), yellowing of the eyes or skin, dark urine, itchy skin, weight loss, loss of appetite, nausea, vomiting, and changes in stools; and

WHEREAS, Williamson County urges anyone experiencing any of these unexplained symptoms to see your doctor and to join in our efforts to raise awareness of Pancreatic Cancer research to improve screening and continue advancements in treatments.

NOW THEREFORE, BE IT RESOLVED, that the Williamson County Commissioners Court declares the month of November 2025 as ***"Pancreatic Cancer Awareness Month"*** in Williamson County.

PROCLAIMED THIS 28th Day of October 2025.

_____

Steven Snell, County Judge

Commissioners Court - Regular Session **31.**

Meeting Date: 10/28/2025

Resolution for Russell Fishbeck

Submitted By: Connie Odom, Public Information Office

Department: Public Information Office

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a resolution honoring Russell Fishbeck, senior director of Parks, for his six years of service to Williamson County and its residents.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Resolution Honoring Russell Fishbeck

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	10/21/2025 03:28 PM
Form Started By: Connie Odom		Started On: 10/21/2025 03:11 PM
Final Approval Date: 10/21/2025		

State of Texas

County of Williamson

Know all men by these presents:

THAT ON THIS, the 28th day of October 2025, the Commissioners Court of Williamson County, Texas, met in duly called session at the Courthouse in Georgetown, with the following members present;

Steve Snell, County Judge
Terry Cook, Commissioner, Precinct One
Cynthia P. Long, Commissioner, Precinct Two
Valerie Covey, Commissioner, Precinct Three
Russ Boles, Commissioner, Precinct Four

And at said meeting, among other business, the Court considered the following

RESOLUTION

WHEREAS, the Williamson County Parks and Recreation Department has established itself as a premier provider of quality outdoor recreation for its residents and visitors; and

WHEREAS, Russell Fishbeck was named Williamson County Parks Director in July 2019 after working for the Texas Parks & Wildlife Department for 33 years; and

WHEREAS, Russell Fishbeck has overseen the planning, development and completion of multiple trail, parks and amenities improvement projects, including the opening of River Ranch County Park; completion of the Berry Springs Park & Preserve Improvement Project; completion of the Williamson County Expo Center West Arena Project; and

WHERAS, Russell Fishbeck helped educate and promote Williamson County's Parks and Trails system during Williamson County's Learn to Fish events at Williamson County Park, 20-miler and 25 In '25 Challenges at River Ranch County Park, and other park events; and

WHERAS, Russell Fishbeck collaborated and worked with the Williamson County Fair Association to found the annual Williamson County Fair & Rodeo hosted every October at the Williamson County Expo Center in Taylor; and

WHEREAS, Williamson County is home to more than 740,000 residents who visit and utilize Williamson County's parks, trails and open space, and Russell Fishbeck has helped advance opportunities for citizens to get outside and enjoy these wonderful resources.

NOW, THEREFORE, BE IT RESOLVED THAT the Williamson County Commissioners Court thanks Russell Fishbeck for hi**s** six years of service to Williamson County and proclaims October 28, 2025, as "Russell Fishbeck Day" and encourages all county officials, employees, and public to thank Russell Fishbeck for his many contributions and congratulate him on his retirement.

RESOLVED THIS 28th DAY OF October, 2025

_____

Steve Snell, Williamson County Judge

Commissioners Court - Regular Session **32.**

Meeting Date: 10/28/2025

2025 Resolution for Operation Green Light for Veterans

Submitted For: Michael Hernandez **Submitted By:** Michael Hernandez, Veteran Services

Department: Veteran Services

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a resolution for Operation Green Light for Veterans (Lighting courthouse green from November 4th 2025 through November 11th 2025).

Background

Operation Green Light for Veterans honors Veterans throughout our nation by lighting county courthouses green at night. In unity, it shows our support and continued support to all Veterans across the United States of America.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

2025 Resolution for Operation Green Light for Veterans

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	10/17/2025 10:23 AM
Form Started By: Michael Hernandez		Started On: 10/16/2025 11:11 AM
Final Approval Date: 10/17/2025		

Supporting Operation Green Light for Veterans

WHEREAS, the residents of Williamson County have great respect, admiration, and the utmost gratitude for all the men and women who have selflessly served our country and this community in the Armed Forces; and

WHEREAS, the contributions and sacrifices of those who served in the Armed Forces have been vital in maintaining the freedoms and way of life enjoyed by our citizens; and

WHEREAS, Williamson County seeks to honor individuals who have made countless sacrifices for freedom by placing themselves in harm's way for the good of all; and

WHEREAS, veterans continue to serve our community in the American Legion, Veterans of Foreign Wars, religious groups, civil service, and by functioning as County Veterans Service Officers in 29 states to help fellow former service members access more than $52 billion in federal health, disability and compensation benefits each year; and

WHEREAS, Approximately 200,000 service members transition to civilian communities annually; and

WHEREAS, an estimated 20 percent increase of service members will transition to civilian life in the near future; and

WHEREAS, studies indicate that 44-72 percent of service members experience high levels of stress during transition from military to civilian life; and

WHEREAS, active military service members transitioning from military service are at a high risk for suicide during their first year after military service; and

WHEREAS, the National Association of Counties encourages all counties, parishes and boroughs to recognize Operation Green Light for Veterans; and

WHEREAS, the Williamson County appreciates the sacrifices of our United States military personnel and believes specific recognition should be granted; therefore, be it

RESOLVED, with designation as a Green Light for Veterans County, Williamson County hereby declares from November 4th 2025 through November 11th 2025 a time to salute and honor the service and sacrifices of our men and women in uniform transitioning from active service; therefore, be it further

RESOLVED, that in observance of Operation Green Light, Williamson County encourages its citizens in patriotic tradition to recognize the importance of honoring all those who made immeasurable sacrifices to preserve freedom by displaying green lights in a window of their place of business or residence.

Resolve this ____ day of _____2025.

_____

Steve Snell

Williamson County Judge

Commissioners Court - Regular Session **33.**

Meeting Date: 10/28/2025

Adoption of 2026-2027 Budget

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

Department: Budget Office

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on setting the calendar for the 2026-2027 county budget.

Background

In past years, we have adopted a budget on the last day of Tuesday during the month of August. Calculation of the tax rate and estimation of revenue are extremely important and complicated processes and must be completed prior to releasing budget recommendations. The process of revenue and tax rate estimation/calculation relies on numbers from the Comptroller's office and certification of values, both not required to be released until July 25th. A minimum of one week is needed to work through numbers after they are received. In order to release budget recommendations, have adequate time to get notices advertised, place required items on our website, submit agenda items with the new cutoff time and present to the court, we are requesting to adopt budget on the first Tuesday in September going forward (unless the month of August provides five Tuesdays) to allow adequate time for these calculations to take place. A second option, to keep budget adoption on the last Tuesday of August each year, would be to have only one Budget Modification Voting Session (instead of two) or to have two Budget Modification Voting Sessions in one week.

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	10/20/2025 01:27 PM
Budget Office (Originator)	Saira Hernandez	10/21/2025 08:22 AM
Form Started By: Ashlie Holladay		Started On: 10/20/2025 09:43 AM
Final Approval Date: 10/21/2025		

Commissioners Court - Regular Session **34.**

Meeting Date: 10/28/2025

Tarrant County Cultural Education Facilities Finance Corporation (Ascension Health Alliance)

Submitted By: Jalyn Morris, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action regarding a resolution relating to a public hearing and approving financing by Tarrant County Cultural Education Facilities Finance Corporation for the benefit of Ascension Health Alliance d/b/a Ascension and related matters in compliance with Section 147(f) of the Internal Revenue Code (Note: The proposed resolution approving the bonds does not create any liability for Williamson County).

Background

Attached is a letter providing details regarding this bond issuance. Section 147(f) of the Internal Revenue Code provides the bonds must be approved by: (1) the governmental unit which issued such bond, or on behalf of which such bond was issued; and (2) generally, each governmental unit having jurisdiction over the area in which the facility is financed by the proceeds of such bond is located. Item (2) is where Williamson County is involved because Ascension Health Alliance d/b/a Ascension is building in Williamson County. Further, the approval must include a public hearing following reasonable public notice of the bond issuance. This requirement is commonly known as the "TEFRA requirement" because it was originally added to the Code by the Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA). The bonds are not a liability of Williamson County.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

TEFRA Letter

Affidavit and Cert of Public Hearing

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	10/20/2025 11:26 AM
Form Started By: Jalyn Morris		Started On: 10/08/2025 09:40 AM
Final Approval Date: 10/20/2025		

October 7, 2025

VIA EMAIL DELIVERY

Julie Kiley, CPA
County Auditor
Williamson County Auditor's Office

Re: Consent to financing by Tarrant County Cultural Education Facilities Finance Corporation for Ascension Health Alliance d/b/a Ascension

Dear Ms. Powell:

Enclosed is a request by Ascension Health Alliance d/b/a Ascension (the "Borrower"), a Missouri not-for-profit corporation exempt from taxation under section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), that Williamson County, Texas, approve the issuance of bonds in one or more series (the "Bonds") by Tarrant County Cultural Education Facilities Finance Corporation (the "Issuer") on behalf of the Borrower. Proceeds of the Bonds will be used by the Borrower to finance or reimburse the Borrower for certain costs of acquisition, construction, repair, renovation, remodeling, improvement and/or equipping of hospitals or other healthcare facilities owned and/or principally used by the following affiliates of the Borrower: (i) Cedar Park Health System, LLC ("Cedar Park") and (ii) Ascension Seton ("Ascension Seton"). Such hospital and facilities generally located at, and such bonds limited to the aggregate maximum principal amount at each such location, as follows (A) Ascension Seton Cedar Park Hospital, at 1401 Medical Parkway, Cedar Park, TX ($480,000,000), (B) Ascension Seton Wound Care Center – Cedar Park, at 801 E. Whitestone Boulevard, Cedar Park, TX ($25,000,000), (C) Ascension Seton Emergency Center – Leander, at 1751 Crystal Falls Parkway, Leander, TX ($20,000,000), and (D) Seton Williamson Hospital, at 201 Seton Parkway, Round Rock, TX ($275,000,000), each in the County (collectively, the "Project").

In order for interest on the Bonds to be excludable from gross income for federal income tax purposes, Section 147(f) of the Code requires that the Bonds and the Project be approved by the "applicable elected representative" (meaning the highest elected official or "AER") of the county in which each facility is located. The approval can only be given following a public hearing conducted under Section 147(f) of the Code, which public hearing was held on October 15, 2025, after publication of notice in the *Williamson County Sun* as required by the Code. A copy of the Minutes of the Public Hearing with a copy of the Notice of Public Hearing and the Affidavit of Publication have been provided under separate cover. A proposed form of Certificate for Resolution and Resolution approving the Bond and the Project was also provided under separate cover.

Approval of the issuance of the Bonds and the Project is requested solely for the purpose of complying with the public approval requirements of the Code regarding tax-exemption of the interest on the Bonds. Such approval does not create or imply any obligation by Williamson County, Texas, with respect to the payment of the Bonds or the operation of the Project.

Please review the provided materials and let me know if you or Judge Snell have any questions about the process and the approval. If the County approves this request, please return a signed Certificate for Resolution to me by email.

Thank you for your assistance.

Sincerely,

Orrick, Herrington & Sutcliffe
Bryan D. Victor

Contact:

Bryan D. Victor, Orrick Herrington & Sutcliffe LLP
400 Capitol Mall, Suite 3000, Sacramento, CA, 95814
bvictor@orrick.com and 916.329.7979

CERTIFICATE FOR RESOLUTION

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

We, the undersigned officers of the Williamson County, Texas (the "*County*"), hereby certify as follows:

1. The commissioners court of the county convened in a regular meeting on October [21/28], 2025 (the "*meeting*"), at the designated meeting place, and the roll was called of the duly constituted officers and members of said commissioners court, to wit:

Steven Snell	County Judge
Terry Cook	Commissioner, Precinct 1
Cynthia Long	Commissioner, Precinct 2
Valerie Covey	Commissioner, Precinct 3
Russ Boles	Commissioner, Precinct 4

and all of said persons were present, except _____, thus constituting a quorum. Whereupon, among other business, the following was transacted at said Meeting: a written

RESOLUTION RELATING TO A PUBLIC HEARING AND APPROVING TAX-EXEMPT BOND FINANCING, IN ONE OR MORE SERIES, BY THE TARRANT COUNTY CULTURAL EDUCATION FACILITIES FINANCE CORPORATION FOR THE BENEFIT OF ASCENSION HEALTH ALLIANCE D/B/A ASCENSION, AND RELATED MATTERS

(the "*Resolution*") was duly introduced for the consideration of said Commissioners Court. It was then duly moved and seconded that said Resolution be adopted and, after due discussion, said motion, carrying with it the adoption of said Resolution, prevailed and carried by the following vote:

AYES: All members of the Commissioners Court shown present above voted "Aye," except as provided below:

NAYS: ___

ABSTENTIONS: ___

2. That a true, full and correct copy of the aforesaid Resolution adopted at the Meeting described in the above and foregoing paragraph is a true, full and correct excerpt from said Commissioners Court's minutes of said Meeting pertaining to the adoption of said Resolution; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of said Commissioners Court as indicated therein; that each of the officers and members of said Commissioners Court was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the aforesaid Meeting, and that said Resolution would be introduced and considered for adoption at said Meeting, and each of said officers and members consented, in advance, to the holding of said Meeting for such purpose, and that said Meeting was open to the public and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code.

3. That the County Judge of the County has approved and hereby approves the aforesaid Resolution; that the County Judge and the County Clerk of the County have duly signed said Resolution; and that the County Judge and the County Clerk hereby declare that their signing of this Certificate shall constitute the signing of the attached and following copy of said Resolution for all purposes.

SIGNED AND SEALED October 28, 2025.

County Clerk

County Judge

(SEAL)

RESOLUTION RELATING TO A PUBLIC HEARING AND APPROVING TAX-EXEMPT BOND FINANCING, IN ONE OR MORE SERIES, BY THE TARRANT COUNTY CULTURAL EDUCATION FACILITIES FINANCE CORPORATION FOR THE BENEFIT OF ASCENSION HEALTH ALLIANCE D/B/A ASCENSION, AND RELATED MATTERS

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

WHEREAS, Williamson County, Texas (the "County") has been informed that the Tarrant County Cultural Education Facilities Finance Corporation (the "Corporation") created pursuant to Chapter 337, Texas Local Government Code ("State Law") will issue bonds, a portion of which will be used to finance or reimburse certain costs in the County (the "Bonds"), the maximum principal amount of Bonds used for certain costs of projects in the County is $800,000,000, whereby the proceeds of the Bonds will be loaned to Ascension Health Alliance d/b/a Ascension, a not-for-profit corporation duly incorporated under the laws of the State of Missouri (the "Borrower") for the purpose of financing certain costs in the County at the facilities and in the respective maximum principal amounts as noted below (the "Financing");

WHEREAS, the Corporation is authorized by State Law to provide the Financing for cultural, health, educational and housing facilities by contractual arrangement, and the Bonds issued by the Corporation constitute contractual arrangements in which the Corporation is authorized by State Law to participate in;

WHEREAS, the Bonds are being issued to fund the Borrower's plan of finance in the County, which includes financing or refinancing at hospitals or other healthcare facilities owned and/or principally used by the following affiliates of the Borrower: (i) Cedar Park Health System, LLC ("Cedar Park") and (ii) Ascension Seton ("Ascension Seton"), such hospitals and facilities being generally located at, and such bonds in the aggregate maximum principal amount at each such location, as follows (A) Ascension Seton Cedar Park Hospital, at 1401 Medical Parkway, Cedar Park, TX ($480,000,000), (B) Ascension Seton Wound Care Center – Cedar Park, at 801 E. Whitestone Boulevard, Cedar Park, TX ($25,000,000), (C) Ascension Seton Emergency Center – Leander, at 1751 Crystal Falls Parkway, Leander, TX ($20,000,000), and (D) Seton Williamson Hospital, at 201 Seton Parkway, Round Rock, TX ($275,000,000), each in the County (collectively, the "Project").

WHEREAS, the Borrower has agreed to make payments in amounts sufficient to pay the payments required to be made under the Bonds (the "Payments");

WHEREAS, section 147(f) of the Internal Revenue Code of 1986, as amended (the "*Code*") requires that the issuance of any qualified 501(c)(3) obligations be approved by either the governing body of the County or the chief elected executive officer of the County after a public hearing following reasonable public notice;

WHEREAS, the publication of the Notice of Public Hearing (the "Public Notice") is evidenced by a Publisher's Affidavit (a copy of which is attached hereto as Exhibit A);

WHEREAS, attached hereto as Exhibit B is Certificate of Public Hearing regarding the conduct of the Public Hearing;

THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS THAT:

Section 1. The County hereby approves the Financing and the Project solely for the purpose of satisfying the requirements of section 147(f) of the Code; provided that the County shall have no liability whatsoever with regard to the Financing, the Project, or the Payments, and none of the County's assets shall be pledged to secure the Payments.

Section 2. This Resolution shall become effective immediately upon its passage.

EXHIBIT A

PUBLISHER'S AFFIDAVIT

Affidavit of Publication

THE STATE OF TEXAS
COUNTY OF WILLIAMSON
IN THE MATTER OF

Orrick Public Finance

NOTICE OF PUBLIC HEARING - Williamson County TEFRA Notice 4165-4274-2880 3

The Williamson County Sun / Sunday Sun, newspapers of general circulation have continuously and regularly published for a period of not less than one year in the County of WILLIAMSON, preceding the date of the above referenced notice. Said notice was published in said newspapers as follows:

October 8, 2025

Linda S Fenton
Newspaper Representative

Subscribed and sworn to before me this date: October 8 2025

Jessica Ann Ohle, Notary Public
My Commission Expires July 15, 2028

JESSICA ANN OHLE NOTARY PUBLIC STATE OF TEXAS ID 134993113 EXP. 07-15-2028

3953 Gao, Laura <lgao@orrick.com>

NOTICE OF PUBLIC HEARING

Notice is hereby given that a telephonic public hearing will be held, on behalf of Williamson County, Texas, on October 16, 2025, at 12:00 p.m. (CDT). Interested parties may join the public hearing on the date and the time indicated above by dialing 1-877-304-9269 (US Toll Free) and when prompted entering the meeting code 6518644.

This hearing is regarding a proposed issuance of qualified 501(c)(3) bonds, as defined in Section 145 of the Internal Revenue Code of 1986 (the "Tax Code"), by the Tarrant County Cultural Education Facilities Finance Corporation (the "Issuer") in one or more series (the "Bonds") for hospitals or other healthcare facilities as further described below in an aggregate principal amount not to exceed One Billion Five Hundred Eighty-Five Million Dollars ($1,585,000,000). A portion of the proceeds of the Bonds in the respective maximum principal amounts set forth below will be loaned to Ascension Health Alliance d/b/a Ascension ("Ascension"), a Missouri not-for-profit corporation and an organization described in Section 501(c)(3) of the Tax Code, and used to finance or refinance projects owned and/or principally used by the following affiliates of Ascension: (a) Cedar Park Health System, LLC ("Cedar Park") and (b) Ascension Seton ("Ascension Seton") at the locations listed below, in the aggregate maximum principal amount at each such location as described in this notice: the campuses of (i) Ascension Seton Cedar Park Hospital, generally located at 1401 Medical Parkway, Cedar Park, TX and generally bounded by Medical Parkway, 183A Frontage Road, East New Hope Drive, and Cottonwood Creek Trail ($480,000,000), (ii) Ascension Seton Wound Care Center – Cedar Park, generally located at 601 E. Whitestone Boulevard, Cedar Park, TX ($25,000,000), (iii) Ascension Seton Emergency Center – Leander, generally located at 1751 Crystal Falls Parkway, Leander, TX ($20,000,000), and (iv) Seton Williamson Hospital, generally located at 201 Seton Parkway, Round Rock, TX and generally bounded by Seton Parkway, University Boulevard, North A.W. Grimes Boulevard, and Medical Center Way ($275,000,000), each in Williamson County.

The above facilities are owned and/or principally used by, with respect to clauses (i), (ii) and (iii), Cedar Park Health System, LLC, an organization described in Section 501(c)(3) of the Tax Code, and with respect to clause (iv), Ascension Seton, a nonprofit corporation and an organization described in Section 501(c)(3) of the Tax Code.

The Bonds will be special and limited obligations of the Issuer payable solely from revenues pledged thereto to be received by or on behalf of Ascension. The Bonds do not constitute an obligation of the City of Cedar Park, Texas, the City of Round Rock, Texas, the City of Leander, TX or Williamson County, Texas, and none of the City of Cedar Park, Texas, the City of Round Rock, Texas, the City of Leander, TX, or Williamson County, Texas, or any other political subdivision of the State of Texas whatsoever, shall have any liability in respect to payment of the amounts due with respect to the Bonds, other than the special and limited obligations of the Issuer, and all of such payments shall be made by or on behalf of Ascension.

This notice is published, and this public hearing is being held, pursuant to Section 147(f) of the Tax Code. All interested persons are invited to comment on any of the matters herein noted. Questions or requests for additional information may be directed to Bryan Victor, Orrick Herrington & Sutcliffe, LLP, 400 Capitol Mall, Suite 3000, CA 95814 (916.329.7979; e-mail bvictor@orrick.com). Any interested persons unable to dial into the hearing wanting to comment with respect to any of the matters herein noted may submit written comments to the Issuer through Bryan Victor prior to the date of the public hearing.

Notice dated October 8, 2025.

3953

EXHIBIT B

CERTIFICATE OF PUBLIC HEARING

CERTIFICATE OF PUBLIC HEARING OFFICER
REGARDING PUBLIC HEARING (INTERNAL REVENUE CODE§ 147(f))

TARRANT COUNTY CULTURAL EDUCATION FACILITIES FINANCE CORPORATION
REVENUE BONDS
(ASCENSION SENIOR CREDIT GROUP)
SERIES 2025

I, the undersigned, do hereby make and execute this certificate for the benefit of all persons interested in the issuance of the above-referenced Bonds (the "Bonds").

I hereby certify as follows:

1. I am the duly appointed hearing officer for the public hearing which was held in connection with the issuance of the Bonds at the time and place indicated in the Notice of Public Hearing included in **Exhibit A** attached hereto.

2. Notice of the public hearing was published no less than 7 days before the date of the public hearing in the *Williamson County Sun*, as evidenced by the Affidavit of Publication of Notice of Public Hearing attached hereto as **Exhibit A**.

3. All persons attending the public hearing were given an opportunity to comment on the proposed issuance of the Bonds and the projects to be financed and/or refinanced with proceeds of the Bonds. No such persons appeared or made comments except as is set forth on **Exhibit B** attached hereto.

4. After giving all interested persons an opportunity to appear and comment, the public hearing was declared closed.

WITNESS MY HAND, this 15th day of October, 2025.

Bryan D. Victor, Hearing Officer

Exhibit A - Affidavit of Publication of the Notice of Public Hearing
Exhibit B - Names and Comments of Persons Attending Public Hearing

EXHIBIT A

AFFIDAVIT OF PUBLICATION OF THE NOTICE OF PUBLIC HEARING

Affidavit of Publication

THE STATE OF TEXAS
COUNTY OF WILLIAMSON
IN THE MATTER OF

Orrick Public Finance

NOTICE OF PUBLIC HEARING - Williamson County TEFRA Notice 4165-4274-2880 3

The Williamson County Sun / Sunday Sun, newspapers of general circulation have continuously and regularly published for a period of not less than one year in the County of WILLIAMSON, preceding the date of the above referenced notice. Said notice was published in said newspapers as follows:

October 8, 2025

Linda S Fenton
Newspaper Representative

Subscribed and sworn to before me this date: October 8 2025

Jessica Ann Ohle, Notary Public
My Commission Expires July 15, 2028

JESSICA ANN OHLE NOTARY PUBLIC STATE OF TEXAS ID 134993113 EXP. 07-15-2028

3953 Gao, Laura <lgao@orrick.com>

NOTICE OF PUBLIC HEARING

Notice is hereby given that a telephonic public hearing will be held, on behalf of Williamson County, Texas, on October 15, 2025, at 12:00 p.m. (CDT). Interested parties may join the public hearing on the date and the time indicated above by dialing 1-877-304-9269 (US Toll Free) and when prompted entering the meeting code 6518649.

This hearing is regarding a proposed issuance of qualified 501(c)(3) bonds, as defined in Section 145 of the Internal Revenue Code of 1986 (the "Tax Code"), by the Tarrant County Cultural Education Facilities Finance Corporation (the "Issuer") in one or more series (the "Bonds") for hospitals or other healthcare facilities as further described below in an aggregate principal amount not to exceed One Billion Five Hundred Eighty-Five Million Dollars ($1,585,000,000). A portion of the proceeds of the Bonds in the respective maximum principal amounts set forth below will be loaned to Ascension Health Alliance d/b/a Ascension ("Ascension"), a Missouri not-for-profit corporation and an organization described in Section 501(c)(3) of the Tax Code, and used to finance or refinance projects owned and/or principally used by the following affiliates of Ascension: (a) Cedar Park Health System, LLC ("Cedar Park") and (b) Ascension Seton ("Ascension Seton") at the locations listed below, in the aggregate maximum principal amount at each such location as described in this notice: the campuses of (i) Ascension Seton Cedar Park Hospital, generally located at 1401 Medical Parkway, Cedar Park, TX and generally bounded by Medical Parkway, 183A Frontage Road, East New Hope Drive, and Cottonwood Creek Trail ($480,000,000), (ii) Ascension Seton Wound Care Center – Cedar Park, generally located at 801 E. Whitestone Boulevard, Cedar Park, TX ($25,000,000), (iii) Ascension Seton Emergency Center – Leander, generally located at 1751 Crystal Falls Parkway, Leander, TX ($20,000,000), and (iv) Seton Williamson Hospital, generally located at 201 Seton Parkway, Round Rock, TX and generally bounded by Seton Parkway, University Boulevard, North A.W. Grimes Boulevard, and Medical Center Way ($275,000,000), each in Williamson County.

The above facilities are owned and/or principally used by, with respect to clauses (i), (ii) and (iii), Cedar Park Health System, LLC, an organization described in Section 501(c)(3) of the Tax Code, and with respect to clause (iv), Ascension Seton, a nonprofit corporation and an organization described in Section 501(c)(3) of the Tax Code.

The Bonds will be special and limited obligations of the Issuer payable solely from revenues pledged thereto to be received by or on behalf of Ascension. The Bonds do not constitute an obligation of the City of Cedar Park, Texas, the City of Round Rock, Texas, the City of Leander, TX or Williamson County, Texas, and none of the City of Cedar Park, Texas, the City of Round Rock, Texas, the City of Leander, TX, or Williamson County, Texas, or any other political subdivision of the State of Texas whatsoever, shall have any liability in respect to payment of the amounts due with respect to the Bonds, other than the special and limited obligations of the Issuer, and all of such payments shall be made by or on behalf of Ascension.

This notice is published, and this public hearing is being held, pursuant to Section 147(f) of the Tax Code. All interested persons are invited to comment on any of the matters herein noted. Questions or requests for additional information may be directed to Bryan Victor, Orrick Herrington & Sutcliffe, LLP, 400 Capitol Mall, Suite 3000, CA 95814 (916.329.7979; e-mail bvictor@orrick.com). Any interested persons unable to dial into the hearing wanting to comment with respect to any of the matters herein noted may submit written comments to the Issuer through Bryan Victor prior to the date of the public hearing.

Notice dated October 8, 2025.

3953

EXHIBIT B

NAMES AND COMMENTS OF PERSONS ATTENDING PUBLIC HEARING

NONE

Name of Attendee	Comment
1. N/A	N/A
2.	
3.	

Commissioners Court - Regular Session **35.**

Meeting Date: 10/28/2025

Proposed Commissioners Court Workshop

Submitted For: Terry Cook **Submitted By:** Garry Brown, Commissioner Pct. #1

Department: Commissioner Pct. #1

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action setting a time, date, and location to hold a workshop to discuss matters affecting Williamson County, to include, but not be limited to a policy concerning use of the Round Rock Jester Annex Community Room; matters pertaining to the Texas Water Development Board's Groundwater Monitoring Program; watershed water quality and storm sewer drainage in Williamson County; supplemental funding of Emergency Services Districts, Volunteer Fire Departments, and Fire Chief's Association; and any additional items to be added to the workshop agenda by members of the Williamson County Commissioners Court.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

ESO agreement
ESO agreement signers
ESO payments FY 26
ESO contract requirements
Jester Annex Community Room
TWDB monitoring well
ESD map
Brushy Creek Basin Impairment

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	10/22/2025 08:32 AM
Form Started By: Garry Brown		Started On: 10/21/2025 04:54 PM
Final Approval Date: 10/22/2025		

FIRST AMENDED AND RESTATED EMERGENCY SERVICE ORGANIZATIONS AGREEMENT

THIS FIRST AMENDED AND RESTATED EMERGENCY SERVICE ORGANIZATIONS AGREEMENT ("First Amended Agreement") is made and entered into by and between WILLIAMSON COUNTY, TEXAS ("Williamson County") and the following named Williamson County Emergency Service Organizations, acting through their governing bodies: WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICTS NOS. 1, 2, 3, 4, 5, 6, 7, 9, 10, 11 & 12 (each being a separate Emergency Service District created and described under Chapter 775 of the Texas Health and Safety Code); the CITY OF CEDAR PARK, TEXAS; the CITY OF LEANDER, TEXAS; the CITY OF ROUND ROCK, TEXAS; the CITY OF TAYLOR, TEXAS; the GRANGER VOLUNTEER FIRE DEPARTMENT; and the AVERY PICKETT FIRE DEPARTMENT (formerly known as the Taylor Volunteer Fire Department) (being collectively referred to herein as the "Emergency Service Organization(s)" or "ESO").

I.
Obligations of Emergency Service Organizations

To ensure that all of the parties hereto are treated equally while providing the emergency services that are needed by individuals in the county, Williamson County and the Emergency Service Organizations agree to establish minimum services that must be provided by each agency.

A. Services provided by Emergency Service Organizations

Each of the Emergency Service Organizations shall provide and/or participate in the following:

1. Medical First Response
2. Participation in one or more of the following:
    - Hazardous Material Team
    - Swift Water Team
    - Technical Rescue Team
    - County Resource Coordination
    - Incident Management Team
    - Wildland Firefighting

B. Emergency Service Organizations Performance Standards

To measure the quality of service provided and ensure that those receiving funds are meeting national requirements set for emergency service organizations, the following standards must be met and maintained in order to be eligible for funding from Williamson County.

Each of the Emergency Service Organizations must:

1. Meet National Incident Management System ("NIMS") requirements by having department personnel complete the necessary training courses as established by the

Federal Emergency Management Agency. Annually, each of the Emergency Service Organizations shall provide a letter confirming all organization personnel are current with necessary NIMS requirements. In the event an ESO is unable to provide a letter due to having personnel that is not current with necessary NIMS requirements, such ESO must provide a letter explaining why the personnel is not current and provide a reasonable date in which the personnel will become compliant.

2. Through active participation in the Williamson County Fire Chiefs Association and its committees, assist in developing guidelines for safety procedures that each ESO could apply in order to be able to adhere to National Standards during emergency events.
3. Each ESO must respond or have, in writing, an agreement with other agencies to respond when the primary agency is not available. Each ESO's response shall be made in accordance with the approved dispatch policy, which requires a minimum of 80% call response of the calls for service initiated in the agency's response district.

C. Emergency Medical Service Involvement

Each ESO hereby agrees and acknowledges that Williamson County E.M.S. shall be the 911 Emergency Medical Services provider within each of the Emergency Service Organizations' jurisdictions.

Emergency Service Organizations shall operate a first responder program under the Williamson County Medical Director; participate in jointly developed quality assurance and quality improvement programs, credentialing programs and training programs. These programs will be provided and developed in conjunction with the Williamson County Medical Director, Williamson County EMS and members of the Williamson County Fire Chiefs Association.

As part of this First Amended Agreement, emergency medical services supplies shall be exchanged between Williamson County and the Emergency Service Organizations on a one for one basis used on a medical call.

II.
Prevention and Investigation

Williamson County will support and assist fire departments of the Emergency Service Organizations with establishing a working relationship with the Williamson County Fire Marshal's Office in relation to fire investigations. Any fire in the unincorporated area of the county that meets any condition listed in Williamson County Commissioners Court Order for Fire/Explosion Investigations shall be reported to Williamson County Fire Marshal's Office within 24 hours of the incident. Williamson County Fire Marshal's Office will be the lead investigation agency for any act of arson that occurs within the unincorporated area of the county.

III.
Reimbursement Formula; Consideration and Use of Funding

In consideration of the agreements made herein and the services performed by the Emergency Service Organizations, Wilco agrees to reimburse each ESO an amount of money based on the following reimbursement formula (the "Formula"):

1. Two Hundred Dollars ($200) for each square mile of an ESO district; plus
2. Seventy Cents ($.70) for each person that resides in the district covered by the ESO.

The amount of reimbursement shall be adjusted annually in order to take into account population changes within each ESO's district. The amount of the funding shall be set on or before August 1st of each year prior to the year of disbursement with the amount being divided into two separate installments, with the first installment being paid in the spring (prior to April 1st) and the second installment being paid in the fall (prior to September 30th) of each year during the term of this First Amended Agreement.

The population in an ESO's district shall be determined by using a three (3) people per one (1) living unit ratio; provided, however, in no event shall any ESO's district population exceed the officially adopted total population set forth by the Texas State Data Center.

Each year during the term of this First Amended Agreement, Williamson County shall also provide Twenty Thousand Dollars ($20,000) to the Williamson County Fire Chiefs Association. Such funds shall be solely expended on support training programs and coordination efforts of the Williamson County Fire Chiefs Association in relation to the provision of emergency services in Williamson County, Texas. These funds are payable at the beginning of each fiscal budget year of Williamson County.

The Emergency Service Organizations hereby agree to use and apply funding received hereunder for fire and first responder related services, equipment and personnel that are necessary to provide the minimum services that must be provided by each Emergency Service Organizations under this First Amended Agreement and to comply with the performance standards set out herein.

IV.
Failure to Meet Conditions; Suspension of Funding and Termination

If any of the Emergency Service Organizations commits an Event of Breach (a breach of any of the covenants, terms and/or conditions of this First Amended Agreement), Williamson County shall deliver written notice of such breach to the breaching Emergency Service Organization. Such notice must specify the nature of the breach and inform the breaching Emergency Service Organization that unless the breach is cured within thirty (30) days of receipt of the notice, additional steps may be taken to terminate the breaching Emergency Service Organization. If the breaching Emergency Service Organization begins a good faith attempt to cure the breach within thirty (30) days, then and in that instance the thirty (30) day period may be extended by Williamson County, so long as the breaching Emergency Service Organization continues to prosecute a cure

diligently to completion and continues to make a good faith attempt to cure the breach. Williamson County may suspend all funding that may be due to the breaching Emergency Service Organization until which time that the breaching Emergency Service Organization cures the Event of Breach.

If, in the opinion of Williamson County, the breaching Emergency Service Organization does not cure the breach within thirty (30) days or otherwise fails to make any diligent attempt to correct the breach, such Emergency Service Organization shall be deemed to be in breach and Williamson County may deliver written notice to the breaching Emergency Service Organization and Governing Body which specifies the following:

1. Nature and description of the breach;
2. Date on which the original thirty (30) day notice of the breach was tendered to the breaching Emergency Service Organization;
3. Description of the failure of the breaching Emergency Service Organization to cure timely; and
4. The effective date of the termination of the Emergency Service Organization.

Following the effective date of termination of an Emergency Service Organization, such terminated Emergency Service Organization shall no longer receive any funding or any other rights, privileges or benefits under this First Amended Agreement. Furthermore, a terminated Emergency Service Organization shall, within thirty (30) day of the effective date of termination, be obligated to reimburse Williamson County for all amounts of funding that Williamson County provided to the terminated Emergency Service Organization during the fiscal year in which the termination occurs.

In the event that a governing body of any of the Emergency Service Organizations fails to ratify and execute this First Amended Agreement or any subsequent amendments, Williamson County may suspend any funding to such Emergency Service Organizations until such time as approval and/or ratification is obtained.

In the event that an ESO, other than an ESO that is a municipal fire department or emergency service district, is terminated as set forth above, the Williamson County Commissioners Court, upon a review and receipt of an advisory recommendation by the Williamson County Fire Chiefs Association, may request another ESO to cover and respond to all or parts of the response district of the terminated ESO. The agency accepting such terminated ESO's response district or portions thereof would be entitled to an appropriate share of funds from Williamson County based on the reimbursement Formula set forth in this First Amended Agreement. Such share of funds shall start on the next scheduled payment.

V.
Right to Withdraw

Any party to this First Amended Agreement has the right to withdraw from this First Amended Agreement by providing express written notice of its decision to withdraw to Williamson County and to all other Emergency Service Organizations at least ninety (90) days prior to its projected

withdrawal date. Following the effective date of a party's withdrawal, such withdrawing party shall no longer receive any future funding or any other rights, privileges or benefits under this First Amended Agreement. If an ESO should withdraw prior to receipt of an upcoming installment payment, such ESO shall only be allowed to receive a pro rata portion of the next installment payment based on the period of time that such ESO actually provided services.

VI.
Term of First Amended Agreement; And Effective Date

This First Amended Agreement shall commence and be deemed to be effective as of January 31, 2023 and shall continue thereafter until September 30, 2023. Each term of this First Amended Agreement shall be for one (1) year and shall automatically renew each year thereafter for one (1) year terms unless notification of an ESO's intent to not renew is sent to all other parties at least ninety (90) days prior to the last day of the then current term.

Each ESO acknowledges that Williamson County shall also have the right not to renew this First Amended Agreement provided that Williamson County sends notice of its intent not to renew to all Emergency Service Organizations at least ninety (90) days prior to the last day of the then current term.

The parties are subject to the rights of termination and suspension as contained herein.

VII.
Related Agreements

The parties to this First Amended Agreement acknowledge that there may be existing mutual aid agreements and/or other related agreement between the parties relating to the provision of emergency services. The parties to this First Amended Agreement do not intend for the terms or conditions of this First Amended Agreement to supplant, terminate or otherwise affect the terms and conditions of any other agreements between any of the parties hereto.

VIII.
Relationship of the Parties

The parties to this First Amended Agreement shall act in individual capacities 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 any other party for any purposes whatsoever.

The parties to this First Amended Agreement shall act in accordance with the policies, ordinances, and procedures established by the parties' own governing body. All claims for Workers' Compensation benefits arising out of this First Amended Agreement shall be the sole responsibility of the party who is the general employer of the employee or volunteer filing such claim. At no time shall the employees or volunteers of another party be considered to the borrowed servants or on loan to any other party to this First Amended Agreement. Each party hereto shall hold all other parties harmless from all liability for injuries or damages to persons or property that might occur

as a result of the act or omission of an act of the employees or volunteers of such party. Furthermore, any civil liability that results from the acts of a party hereto or from the acts of any of its employees, volunteers, agents, officers or representatives shall remain the sole responsibility of the party that causes such civil liability.

IX.
Miscellaneous Provisions

A. Funds Owed County. If an Emergency Service Organization becomes obligated to pay or reimburse funds to Williamson County under this First Amended Agreement or under any other agreement with Williamson County, the governing body of such Emergency Service Organization hereby agrees and does assign to Williamson County any property tax payments, which come into the possession of Williamson County and that would otherwise be due such Emergency Service Organization and/or its governing body, so that all amounts of funding that is owed to Williamson County is paid to Williamson County.

B. Breach of Other Agreements. If an Emergency Service Organization and/or its governing body is in breach of any other agreement to which Williamson Count is a party, Williamson County may suspend all funding under this First Amended Agreement to such Emergency Service Organization until which time that the breach is cured.

C. Severability. If any provision of this First Amended Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire First Amended Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of all parties shall be construed and enforced in accordance therewith. All parties acknowledge that if any provision of this First Amended Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this First Amended Agreement and be deemed to be valid and enforceable.

D. Construction. Each party hereto acknowledges that it and its counsel have reviewed this First Amended Agreement, and that there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this First Amended Agreement.

E. No Waiver of Immunities. Nothing in this First Amended Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to any party hereto, or their past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Each party hereto 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.

F. Assignment. The rights and duties of the party parties hereto may not be assigned or delegated without the prior written consent of all parties. This First Amended Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the parties hereto.

G. **Compliance with Applicable Laws.** All parties agree to comply with all applicable federal, state and local ordinances, laws, rules, regulations, and lawful orders of any public authority.

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

I. **Execution in Multiple Counterparts.** This First Amended Agreement may be simultaneously executed in several counterparts, each of which shall be considered an original, and all of which shall be considered as one original fully executed as of the date when all parties have executed an identical counterpart, notwithstanding the fact that all signatures may not appear on the same counterpart.

J. **Williamson County's Right to Audit.** Each ESO agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this First Amended Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of each ESO which are directly pertinent to the use of funding for fire and first responder related services, equipment and personnel that are necessary to provide the minimum services that must be provided by each ESO under this First Amended Agreement and to comply with the performance standards set out herein for the purposes of making audits, examinations, excerpts, and transcriptions. Each ESO further agrees that County shall have access during normal working hours to all necessary facilities of each ESO and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. County shall give each ESO reasonable advance notice of intended audits.

K. **Corporate and Tax Documents.** Each ESO shall provide, within seven (7) calendar days request from County, all corporate or business organization documents for organizations that are not emergency services districts and appropriate tax filings.

L. **Extent And Effect of First Amended Agreement.** As of the Effective Date hereof, this First Amended Agreement shall replace, supplant, and supersede the original Emergency Service Organization Agreement previously executed by the parties hereto.

M. **Entire Agreement.** This First Amended Agreement constitutes the entire agreement between the parties. The parties understand, agree, and declare that no promise, warranty, statement, or representation of any kind whatsoever which is not expressly stated in this First Amended Agreement has been made by any party, or its respective officers, employees, or other agents to induce execution of this First Amended Agreement.

IN WITNESS WHEREOF, the parties execute this First Amended Agreement to be effective as of the 31st day of January, 2023.

EMERGENCY SERVICE ORGANIZATIONS AND WILLIAMSON COUNTY EXECUTION BLOCKS TO FOLLOW:

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 1

By: Adam Bryant

Printed Name: Adam Bryant

Representative Capacity: President

Date: March 15, 2023

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 2

By: James Shofner

Printed Name: James Shofner

Representative Capacity: Chief

Date: January 9, 2023

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 3

By: _____

Printed Name: SCOTT D. KERWOOD

Representative Capacity: FIRE CHIEF

Date: DECEMBER 20, 2022

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 4

By: _____

Printed Name: Anthony Lincoln

Representative Capacity: Fire Chief

Date: January 27, 2023

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 5

By: _____

Printed Name: RON STEWART

Representative Capacity: FIRE CHIEF

Date: 1/18/2023 ____, 20___

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 6

By: Mary Sue Smith Fontenot

Printed Name: MARY Sue Smith Fontenot

Representative Capacity: President Wm. Co. ESD #6

Date: 04/03 , 2023

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 7

By: Keith Couch

Printed Name: Keith Couch

Representative Capacity: President

Date: February 8, 2023

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 9

By: _____

Printed Name: Michael Garcia

Representative Capacity: President

Date: April 28, 2023

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 10

By: ROBERT V. AUNT JR

Printed Name: Robert V Aunt

Representative Capacity: PRESIDENT

Date: 01/10, 2025

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 11

By: Jason Willis

Printed Name: JASON WILLIS

Representative Capacity: PRESIDENT

Date: MARCH 21, 2023

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 12

By: Daniel W Martillotti

Printed Name: Daniel W. Martillotti

Representative Capacity: 5

Date: May 09, 2023

CITY OF CEDAR PARK, TEXAS

By: _____

Printed Name: James Mallinger

Representative Capacity: Fire Chief

Date: January 31, 2023

CITY OF LEANDER, TEXAS

By: _____

Printed Name: Richard B. Beverlin, III

Representative Capacity: City Manager

Date: 2/16, 2023

CITY OF ROUND ROCK, TEXAS

By: _____

Printed Name: Craig Morgan

Representative Capacity: Mayor

Date: March 23, 2023

CITY OF TAYLOR, TEXAS

By: _____

Printed Name: Brian LaBorde

Representative Capacity: City Manager

Date: 2/22, 2023

GRANGER VOLUNTEER FIRE DEPARTMENT

By: James T. Courtney

Printed Name: James T. Courtney

Representative Capacity: Fire Chief, City of Granger

Date: 1/23, 2023

AVERY PICKETT FIRE DEPARTMENT

By: _____

Printed Name: John Shelton

Representative Capacity: Secretary

Date: 5/9 ____, 2023

WILLIAMSON COUNTY:

By: Bill Gravell Jr.
Bill Gravell Jr. (May 16, 2023 14:11 CDT)

Printed Name: Bill Gravell, Jr

Representative Capacity: County Judge

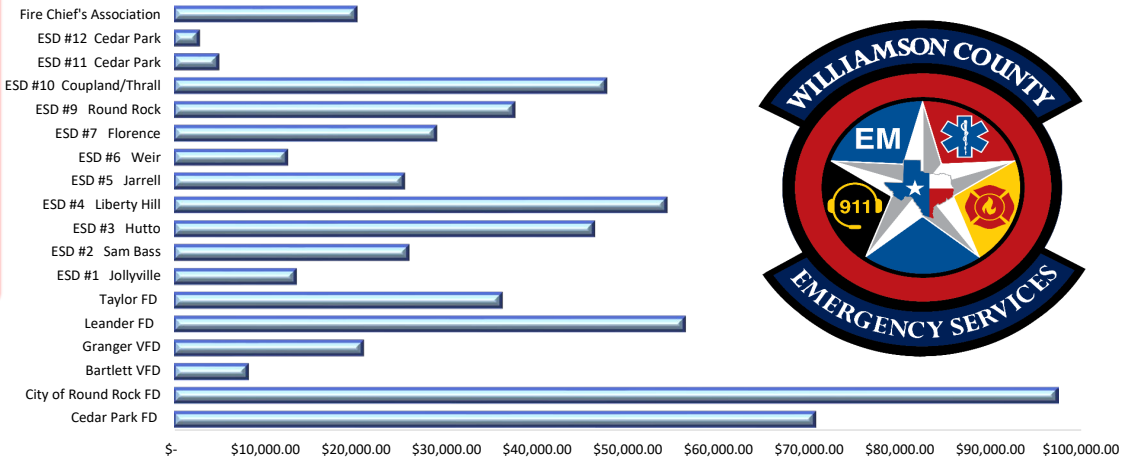
Date: May 16, 2023

	A	B	C	D
1	**Fire Department**	**Signatory**	**Title**	**Date Signed**
2	ESD 1- Jollyville	Adam Bryant	ESD 1 President	15-Mar-23
3	ESD 2- Sam Bass	James Shofner	Fire Chief	9-Jan-23
4	ESD 3- Hutto	Scott Kerwood	Fire Chief	28-Dec-22
5	ESD 4- Liberty Hill	Anthony Lincoln	Fire Chief	27-Jan-23
6	ESD 5- Jarrell	Ron Stewart	Fire Chief	18-Jan-23
7	ESD 6- Weir	Mary Sue Smith Fontenot	ESD 6 President	3-Apr-23
8	ESD 7- Florence	Keith Crouch	ESD 7 President	8-Feb-23
9	ESD 9- Round Rock	Michael Garcia	ESD 9 President	28-Apr-23
10	ESD 10- Coupland/Thrall	Robert V. Avant, Jr.	ESD 10 President	10-Jan-23
11	ESD 11- Shenandoah (Cedar	Jason Willis	ESD 11 President	21-Mar-23
12	ESD 12- Cedar Park	Daniel W. Martilotti	ESD 12 President?	9-May-23
13	City of Cedar Park	James Mallinger	Fire Chief	31-Jan-23
14	City of Leander	Richard B. Beverlin III	City Manager	16-Feb-23
15	City of Round Rock	Craig Morgan	Mayor	23-Mar-23
16	City of Taylor	Brian LaBorde	City Manager	22-Feb-23
17	Granger VFD	James T. Cervenka	Fire Chief	23-Jan-23
18	Bartlett VFD			

Williamson County: 1,135 Square Miles

ESO Payments

FY26



Cities & ESDs	Estimated Population per FD (2020 Census)	Area per Square Mile	$200 per Square Mile	Subtotal 1 (Sq mi. x $200)	2026 Projected Population	$0.70 per person in ESD	Subtotal 2 (Population x $0.70)	Grand Total
Cedar Park FD	81,665	28.41	$200.00	$ 5,682.00	92,573	$0.70	$ 64,801.10	$ 70,483.10
City of Round Rock FD	108,949	28.96	$200.00	$ 5,792.00	130,644	$0.70	$ 91,450.80	$ 97,242.80
Bartlett VFD	1,271	35.08	$199.00	$ 6,980.92	1,525	$0.70	$ 1,067.50	$ 8,048.42
Granger VFD	2,349	93.73	$200.00	$ 18,746.00	2,817	$0.70	$ 1,971.90	$ 20,717.90
Leander FD	55,451	48.00	$200.00	$ 9,600.00	66,494	$0.70	$ 46,545.80	$ 56,145.80
Taylor FD	17,405	75.39	$200.00	$ 15,078.00	29,870	$0.70	$ 20,909.00	$ 35,987.00
ESD #1 Jollyville	14,543	5.55	$200.00	$ 1,110.00	17,438	$0.70	$ 12,206.60	$ 13,316.60
ESD #2 Sam Bass	28,156	10.41	$200.00	$ 2,082.00	33,763	$0.70	$ 23,634.10	$ 25,716.10
ESD #3 Hutto	41,870	55.04	$200.00	$ 11,008.00	50,208	$0.70	$ 35,145.60	$ 46,153.60
ESD #4 Liberty Hill	34,414	126.16	$200.00	$ 25,232.00	41,267	$0.70	$ 28,886.90	$ 54,118.90
ESD #5 Jarrell	11,998	75.75	$200.00	$ 15,150.00	14,388	$0.70	$ 10,071.60	$ 25,221.60
ESD #6 Weir	4,110	44.63	$200.00	$ 8,926.00	4,928	$0.70	$ 3,449.60	$ 12,375.60
ESD #7 Florence	5,837	119.40	$200.00	$ 23,880.00	6,999	$0.70	$ 4,899.30	$ 28,779.30
ESD #9 Round Rock	37,983	27.54	$200.00	$ 5,508.00	45,546	$0.70	$ 31,882.20	$ 37,390.20
ESD #10 Coupland/Thrall	5,448	214.61	$200.00	$ 42,922.00	6,532	$0.70	$ 4,572.40	$ 47,494.40
ESD #11 Cedar Park	1,144	0.41	$200.00	$ 82.00	6,726	$0.70	$ 4,708.20	$ 4,790.20
ESD #12 Cedar Park	2,638	2.21	$200.00	$ 442.00	3,163	$0.70	$ 2,214.10	$ 2,656.10
Fire Chief's Association							$ 20,000.00	$ 20,000.00
Totals:	**455,231**	**991.28**		**$ 198,220.92**	**554,881**		**$ 408,416.70**	**$ 606,637.62**

Italisized figures have been adjusted to show "city only" data, excluding ESD information. In these cases the ESD and municpality are paid seperately.

		CP FD	RR FD	Bartlett VFD	Granger VFD	Leander FD	Taylor FD	ESD #1 Jollyville	ESD #2 Brushy Creek	ESD #3 Hutto	ESD #4 LH	ESD #5 Jarrell	ESD #6 Weir	ESD #7 Florence	ESD #9 RR	ESD # 10 Coupland Thrall	ESD 11 CP	ESD 12 CP
1A	Each ESO **shall** provide and/or participate in the following:																	
	Medical First Response (# times in reporting period)																	
	Participate in one or more of the following:																	
	Hazardous Mat'l Team																	
	Swift Water Team																	
	Technical Rescue Team																	
	Cnty Resource Coordination																	
	Incident Mgmt Team																	
	Wildland Firefighting																	
B1	Each Emergency Service Org. **must**: **(Enter Date)**																	
	Send letter to Cnty Judge confirming all organization personnel are current with necessary NIMS requirements 1/yr																	
	Letter to Cnty Judge of those not current with NIMS Requirements, why not, and anticipated training date 1x/year																	

October 2, 2025

Jester Community Room

The Jester Community Room has been available for county departments, including Elections, and external rentals since 2011 when the building was opened as home of the Precinct 1 elected officials offices and tax office annex. It is used, and sometimes abused, frequently, including routinely scheduled events including a church. However, the absence of available, inexpensive space in the region has driven its use and the overhead sky high for the administration of the reservations and all that goes with that.

The Precinct 1 Constable's staff have been the administrator since 2017 as they have the ability to manage money, and the Commissioner's office does not (and no cameras). Additionally, in the absence of strict guidelines for rental versus free use have caused confusion as to who qualifies for free use.

It's clear that elections, county functions (including department parties?) qualify for use at no charge. However, Texas CPS have been using it at no charge, offices from Austin to Temple gather– that's probably not what was intended back in 2011; additionally, they want to use it in increasing frequency.

Kerri Foiles of the Constable 1 office is the primary reservations administrator for the room today, although other personnel in that office receive calls about the room, reservation, doors to Jester not unlocking or locking at the end of night meetings. The workload of the Constable's office is increasing, and this room is an irritating fly circling their heads. The configuration of the room area leaves Jester unsecured under cover of night. We also lack a liability Waiver for any injuries (smashed fingers folding tables, etc.).

Use by elections has seldom been an issue although the entire building is open to the public on evenings and nights for many of the voting days.

Community Room Details

Details:

- Size 54' x 54' with dual screens and HDMI support
- Warming (not commercial) kitchen with 2-refrigerators
- Capacity 200 (Assembly style) with ~20 folding tables on wheels & many chairs

Fees:

- Resident: $50.00/hr (two-hour minimum)*
- Non-Resident: $62.50/hr (two-hour minimum)*
- Non-Profit: $37.50/hr (two-hour minimum)*
- Security Deposit $200.00
- Additional fee during non-business hours: $25/hr (two-hour minimum)*
- Additional charges & restrictions for running over scheduled time

Should We Support Continued Use of Wilco Monitoring Wells for the Texas Water Development Board

Earlier today I was contacted by Natalie Ballew, Groundwater Division Manager at the TWDB, about a recorder well just northeast of the regional park off Whitestone. She would like to connect with someone at the County level to discuss maintenance and rehab options for the well, and determine whether the County could assist. These recorder wells are few and far between, and important to understanding local groundwater conditions.

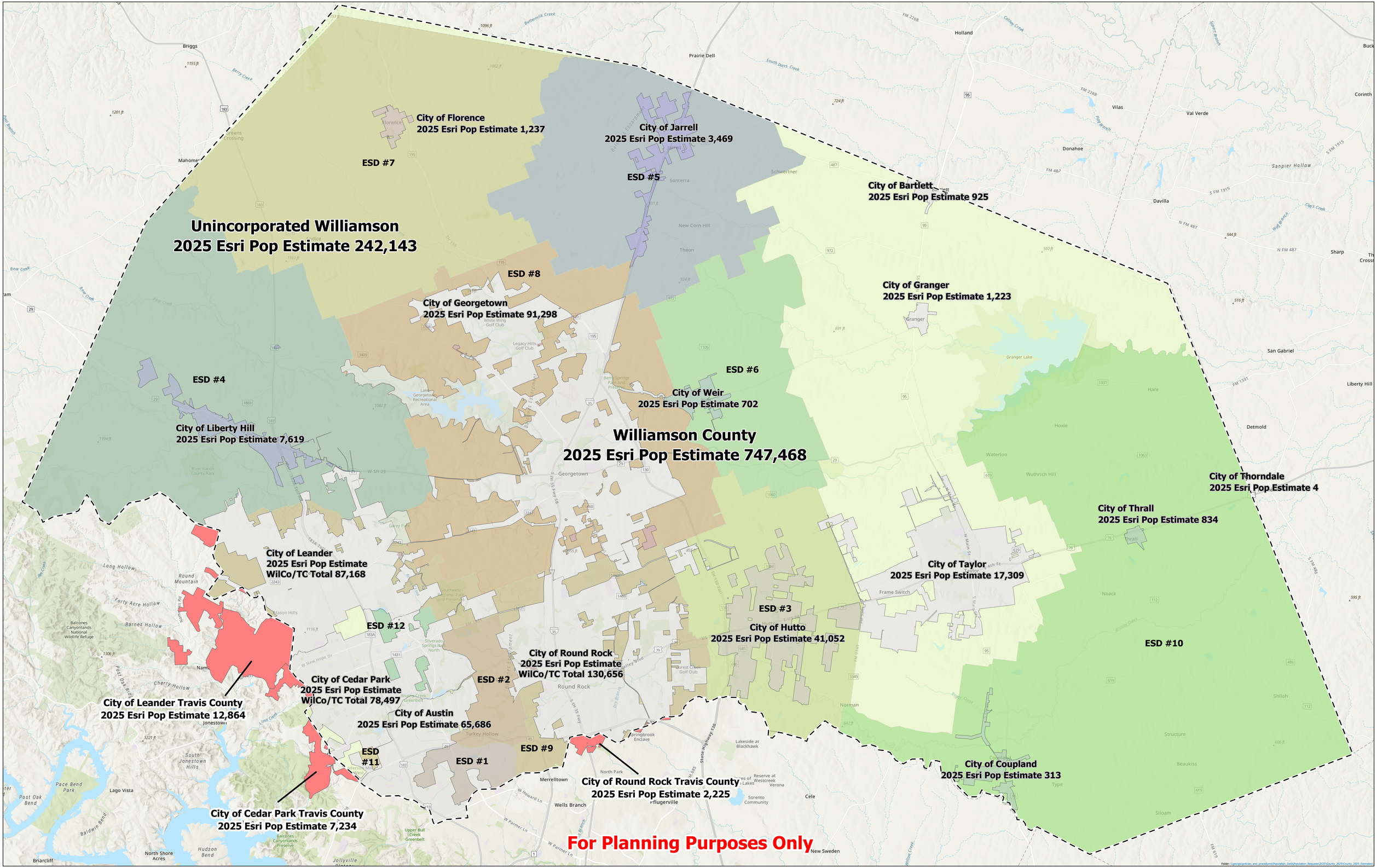
Just for a bit of background on the issue, this well needs some borehole maintenance in the next few months to remain operational as a recorder well. Since the well is unused for production and is just an observation well, the only impetus to rehab it is for the continued data collection in a data sparse area. Technically it would be the responsibility of the well owner to maintain a well in use, but since this is now just an observation well equipped with TWDB monitoring equipment, we certainly have an interest in continued data collection from the well, but do not have the funding available. In situations like this, groundwater conservation districts typically have an interest in funding, but since Wilco doesn't have a district I thought it'd be worth reaching out to you with the county.

Our rough estimate on the cost to rehab it is ~$10k, but we'd be happy to get a quote (in the event y'all have funds and would be interested!). This is a much lower estimate that what it would cost to drill a new well for continued monitoring. I included my colleague Rebecca Storms here, who oversees our Groundwater Monitoring Program. We may be able to scrape together some pennies for a cost sharing agreement, but that can get complicated and burdensome with state bureaucratic processes!

I really appreciate your quick response here, and your dedication to groundwater science in Williamson County. Let me know what you hear from your people!

Cheers, and have a great week,

Natalie Ballew
Groundwater Division Director
Water Science & Conservation
Texas Water Development Board



WilCo Population Estimates 2025

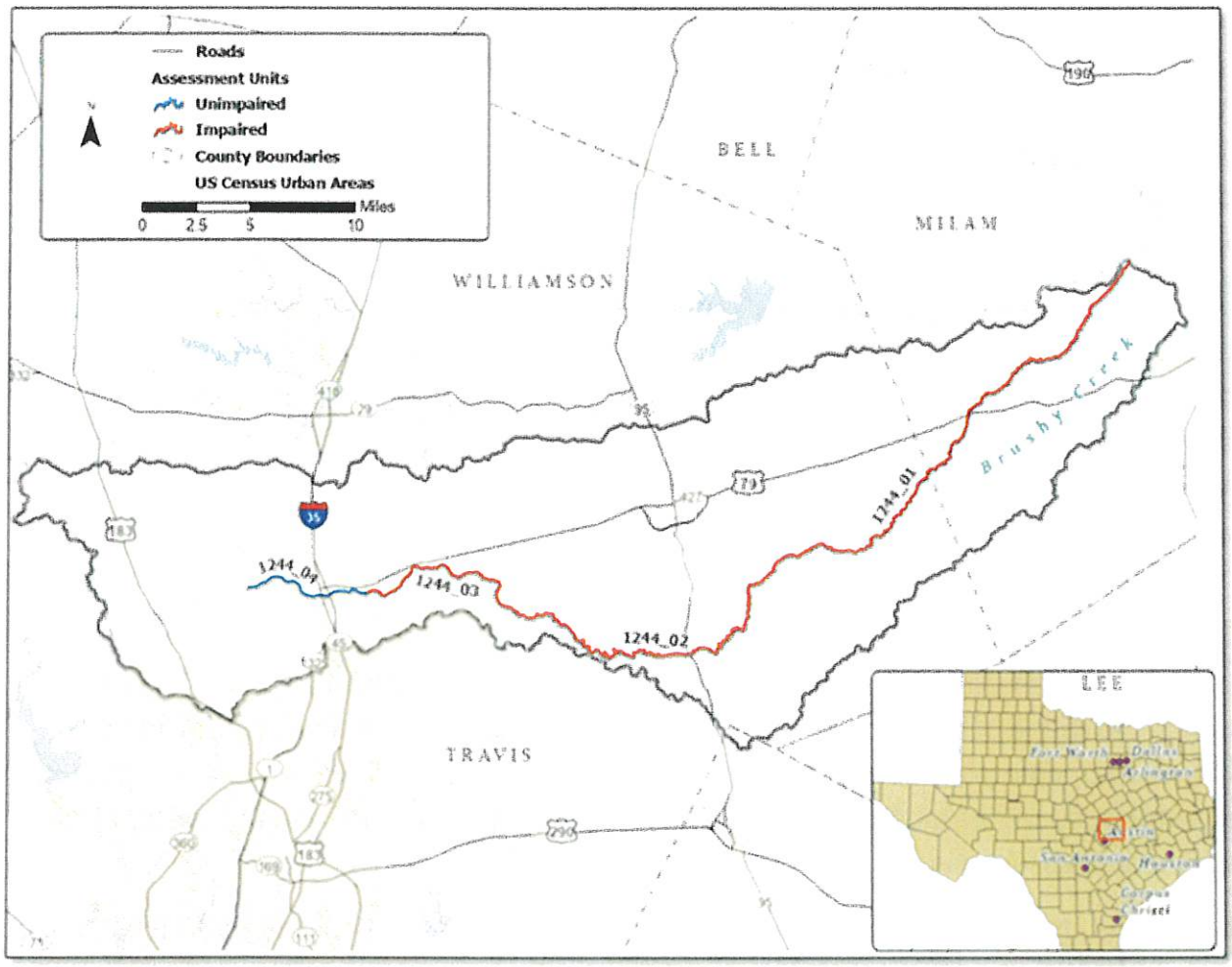
0 2.5 5 10 Miles

N

This map is a schematic intended only for casual purposes; do not rely on the accuracy of any details without independently confirming them.

Data Source: 8/25/2025 11:25 AM
County Boundary - WilCo GIS
Incorporated Cities - WilCo GIS
Unincorporated WilCo - WilCo GIS
Population Estimates - Esri Demographics

Folder: T:\gis\gis\policies_and_procedures\Population_Data\Population_Requests\2025\County_2025\County_2025_Estimates



Bushy Creek Watershed

TEXAS A&M AGRILIFE

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Texas Water Resources Institute
make every drop count

Brushy Creek comprises four Assessment Units (AUs) (1244_01 – 1244_04) and flows west to east through Williamson and Milam counties. The upstream portion of the watershed is highly urbanized, with rapidly expanding cities such as Round Rock and Hutto. Meanwhile, the downstream portion is relatively rural, but it is also experiencing rapid development and land cover change. According to the 2024 Texas Integrated Report, AUs 1244_01, 1244_02, and 1244_03 are listed as impaired due to elevated bacteria concentrations affecting primary contact recreation uses.

To support watershed planning efforts, the Texas Water Resources Institute (TWRI) secured funding from the Texas State Soil and Water Conservation Board (TSSWCB) to collect water quality and streamflow data at two locations within the watershed) between 2022 and 2026. Additionally, the Brushy Creek Characterization project, funded through the Texas Commission on Environmental Quality (TCEQ) Nonpoint Source Program, was completed in August 2025. These projects provide essential data and technical foundations for the Watershed Protection Plan (WPP) development that will begin in Fall of 2025.

In recent years, stakeholder interest in protecting the water quality of Brushy Creek has increased significantly due to population growth and changes in land cover and land use. The Brushy Creek WPP project will expand the scope of stakeholder engagement by forming a comprehensive group of local stakeholders that appropriately represents diverse interests within the watershed. Additionally, potential stakeholder structures, such as a steering committee and workgroups, along with ground rules, will be discussed and established with the group.

TWRI will guide the stakeholder group through the process of developing and delivering a WPP for Brushy Creek that meets EPA's Nine Key Elements for successful watershed-based plans. Stakeholders will play a crucial role in the WPP development process by providing local insights into water quality issues, identifying critical pollutant sources, and proposing feasible management measures, implementation schedule, water quality goals, and interim milestones."

Treated Wastewater Standard

Brushy Creek is declared as "impaired", due to high bacterial content, from the Round Rock Regional Water Treatment outflow near Red Bud Lane all the way to the county line.

As TCEQ reviews wastewater treatment plant (wwtp) applications, they look at the watershed water quality information and the consulting engineer's recommended wastewater treatment effluent parameters.

The discharge is measured by:

CBOD or 5-day carbonaceous biological oxygen demand in mg/l*

SS or suspended solids in mg/l

NH3-N or ammonia nitrogen in mg/l

P or Phosphorus in mg/l

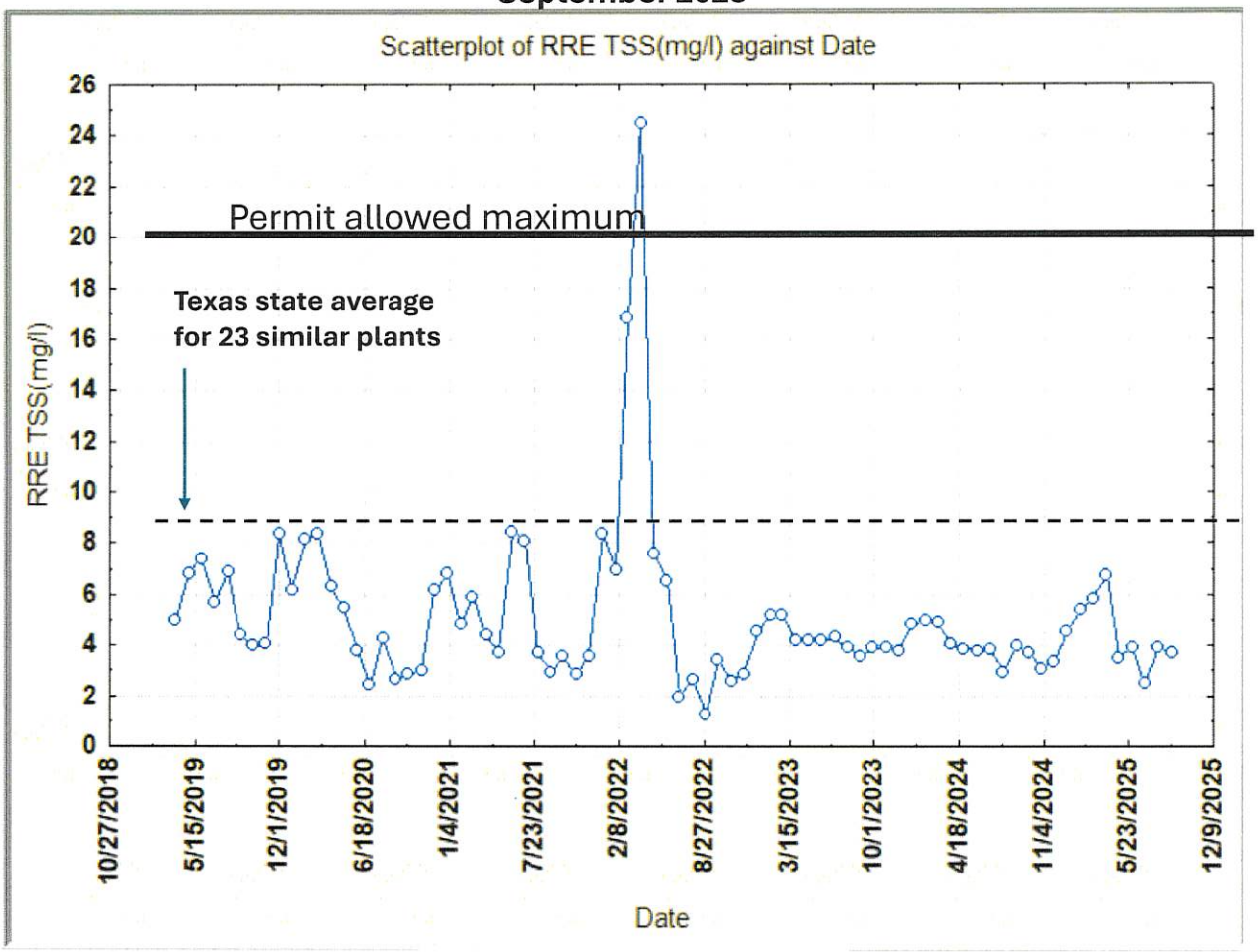
DO or dissolved oxygen in mg/l

	CBOD5	SS	NH3-N	P	DO
A typical effluent sets can be:	10 mg/l	15 mg/l	3 mg/l	n/a	4 to 6
A more advanced set would be:	5 mg/l	5 mg/l	1 to 2	0.5 to 1	5 to 6

To get to the higher standard requires filtration and some nitrogen removal. It would have a higher first cost and higher operating cost. With Brushy Creek being "impaired" we should want any discharge to be the more advanced set.

* Carbonaceous biological oxygen demand (CBOD) is the amount of dissolved oxygen needed by microorganisms to break down carbon-based organic matter in wastewater, specifically excluding the oxygen demand from the breakdown of nitrogenous compounds. This is measured using a test that inhibits nitrifying bacteria to isolate the oxygen consumed by the decomposition of only the carbonaceous materials.

Total Suspended Solids in Brushy Creek Below the Round Rock Regional Wastewater Plant
September 2025



Commissioners Court - Regular Session **36.**

Meeting Date: 10/28/2025

GRT

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

Department: All District Courts

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action authorizing Williamson County All District Courts to apply for funding through the Office of Juvenile Justice and Delinquency Prevention (OJJDP) Program FY2025 local solicitation.

Background

The All District Courts is seeking approval to apply for approximately $388,850.00 to the Office of Juvenile Justice and Delinquency Prevention (OJJDP) department. Funds awarded through this grant will be used to develop and implement sustainable strategies to improve juvenile indigent defense. This grant requires no match. The required Application for Federal Assistance (SF-424) and Disclosure of Lobbying Form (SF-LLL) are completed online with no physical signatures needed. A copy of both documents is attached for the Courts review. Staff recommends approval to the All District Courts to apply for the Office of Juvenile Justice and Delinquency Prevention (OJJDP) Program, FY2025 local solicitation and authorize appropriate County department personnel to complete documentation relevant to the implementation of the grant.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Disclosure of Lobbying Form

Application for Federal Assistance SF-424

Grants Management Request

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	10/21/2025 04:18 PM
Form Started By: August Alvarado		Started On: 10/21/2025 04:01 PM
Final Approval Date: 10/21/2025		

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

OMB Number: 4040-0013
Expiration Date: 06/30/2028

1. * Type of Federal Action:
- [ ] a. contract
- [x] b. grant
- [ ] c. cooperative agreement
- [ ] d. loan
- [ ] e. loan guarantee
- [ ] f. loan insurance

2. * Status of Federal Action:
- [ ] a. bid/offer/application
- [x] b. initial award
- [ ] c. post-award

3. * Report Type:
- [x] a. initial filing
- [ ] b. material change

4. Name and Address of Reporting Entity:

[x] Prime [ ] SubAwardee

** Name:* Williamson County

** Street 1:* 710 S. Main St. *Street 2:* Suite #301

** City:* Georgetown *State:* Texas *Zip:* 78626

Congressional District, if known:

5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime:

6. * Federal Department/Agency:
DOJ

7. * Federal Program Name/Description:
Enhancing Juvenile Indigent Defense

Assistance Listing Number, *if applicable:*

8. Federal Action Number, *if known:*

9. Award Amount, *if known:*
$ 388,850

10. a. Name and Address of Lobbying Registrant:

Prefix: ** First Name:* N/A *Middle Name:*

** Last Name:* N/A *Suffix:*

** Street 1:* N/A *Street 2:*

** City:* N/A *State:* *Zip:*

b. Individual Performing Services (including address if different from No. 10a)

Prefix: ** First Name:* N/A *Middle Name:*

** Last Name:* N/A *Suffix:*

** Street 1:* N/A *Street 2:*

** City:* N/A *State:* *Zip:*

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

*** Signature:** Completed on submission to Grants.gov

***Name:** *Prefix:* ** First Name:* Steve *Middle Name:*

** Last Name:* Snell *Suffix:*

Title: County Judge **Telephone No.:** 512-943-1550 **Date:** Completed on submission to Grants.gov

Federal Use Only:

Authorized for Local Reproduction
Standard Form - LLL (Rev. 7-97)

WORKSPACE FORM

1-800-518-4726
SUPPORT@GRANTS.GOV

This Workspace form is one of the forms you need to complete prior to submitting your Application Package. This form can be completed in its entirety offline using Adobe Reader. You can save your form by clicking the "Save" button and see any errors by clicking the “Check For Errors” button. In-progress and completed forms can be uploaded at any time to Grants.gov using the Workspace feature.

When you open a form, required fields are highlighted in yellow with a red border. Optional fields and completed fields are displayed in white. If you enter invalid or incomplete information in a field, you will receive an error message. Additional instructions and FAQs about the Application Package can be found in the Grants.gov Applicants tab.

OPPORTUNITY & PACKAGE DETAILS:

Opportunity Number:	O-OJJDP-2025-172456
Opportunity Title:	OJJDP FY25 Enhancing Juvenile Indigent Defense
Opportunity Package ID:	PKG00291486
Assistance Listing Number:	16.836
Assistance Listing Title:	Indigent Defense
Competition ID:	
Competition Title:	
Opening Date:	09/15/2025
Closing Date:	10/23/2025
Agency:	Office of Juvenile Justice Delinquency Prevention
Contact Information:	OJP Response Center

APPLICANT & WORKSPACE DETAILS:

Workspace ID:	WS01579335
Application Filing Name:	Youth Indigent Defense in Williamson County
UEI:	C4BDCBLYNND6
Organization:	WILLIAMSON COUNTY
Form Name:	Application for Federal Assistance (SF-424)
Form Version:	4.0
Requirement:	Mandatory
Download Date/Time:	Oct 21, 2025 02:48:13 PM EDT
Form State:	No Errors

FORM ACTIONS:

OMB Number: 4040-0004
Expiration Date: 11/30/2025

Application for Federal Assistance SF-424

* 1. Type of Submission:
- [ ] Preapplication
- [x] Application
- [ ] Changed/Corrected Application

* 2. Type of Application:
- [x] New
- [ ] Continuation
- [ ] Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received: Completed by Grants.gov upon submission.

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name: Williamson County, Texas

* b. Employer/Taxpayer Identification Number (EIN/TIN): 17460009784000

* c. UEI: C4BDCBLYNND6

d. Address:

* Street1: 710 Main Street
Street2:
* City: Georgetown
County/Parish: Williamson
* State: TX: Texas
Province:
* Country: USA: UNITED STATES
* Zip / Postal Code: 78626-5292

e. Organizational Unit:

Department Name:

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:
* First Name: August
Middle Name:
* Last Name: Alvarado
Suffix:

Title: Director of District Court Administration

Organizational Affiliation: Williamson County

* Telephone Number: 512.943.3530
Fax Number:

* Email: august.alvarado@wilcotx.gov

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

Office of Juvenile Justice Delinquency Prevention

11. Assistance Listing Number:

16.836

Assistance Listing Title:

Indigent Defense

*** 12. Funding Opportunity Number:**

O-OJJDP-2025-172456

* Title:

OJJDP FY25 Enhancing Juvenile Indigent Defense

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment | Delete Attachment | View Attachment

*** 15. Descriptive Title of Applicant's Project:**

Indigent Defense for Youth in Williamson County

Attach supporting documents as specified in agency instructions.

Add Attachments | Delete Attachments | View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant: TX-031 * b. Program/Project: TX-031

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment | Delete Attachment | View Attachment

17. Proposed Project:

* a. Start Date: 01/01/2026 * b. End Date: 12/31/2028

18. Estimated Funding ($):

* a. Federal	388,850.00
* b. Applicant	0.00
* c. State	0.00
* d. Local	0.00
* e. Other	0.00
* f. Program Income	0.00
* g. TOTAL	388,850.00

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on .

☒ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☐ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment | Delete Attachment | View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Hon. * First Name: Steve

Middle Name:

* Last Name: Snell

Suffix:

* Title: County Judge

* Telephone Number: 512.943.3530 Fax Number:

* Email: steve.snell@wilcotx.gov

* Signature of Authorized Representative: Completed by Grants.gov upon submission. * Date Signed: Completed by Grants.gov upon submission.

Grant Title/Project Name:	OJJDP FY25 Enhancing Juvenile Indigent Defense
Department:	All District Courts
Requestor:	August Alvarado
Contact Email:	august.alvarado@wilcotx.gov
Contact Phone Number:	512-943-3530
Start Date:	1/1/2026
End Date:	12/31/2028
Please select request category:	Service
Describe the purpose of the grant in detail to include all requirements.	The goal of the project is to develop and implement sustainable strategies to improve juvenile indigent defense. The program should support organizations providing public defense practices and services to address barriers and gaps within the juvenile justice system for indigent youth that result in safer communities, reduced recidivism, improved youth outcomes, and increased public confidence in the juvenile justice system. Objectives include: 1) ensure youth involved with the juvenile justice system have access to legal representation; 2) ensure that entities and individuals providing juvenile indigent defense services to youth involved in the juvenile justice system have access to the resources, tools, and information necessary for legal representation.
Select the type of grant your department is applying for:	Federal
What is the amount of the grant?	$400,000.00
Please provide a breakdown of the total cost above.	YR 1 – $133,333 YR 2 - $133,333 YR 3 - $133,333
Is there a match requirement?	No
What is the source of the match?	
Does the grant cover the cost of the request 100%?	Yes
If not, how much is left unpaid?	
What is the plan to obtain grants/funds for the remaining amount?	
List other similar assets in the County and/or region and if they are available for use?	
How is this asset request different from any similar assets currently in the County and/or region?	
What types of events/purpose would this asset be used for that cannot be accomplished with a current County asset?	
How often do these events occur?	
Identify the number of personnel required to operate this asset and/or be available for the function where it is to be used? How much time is required of those personnel? What is the cost of the personnel?	

Where will the asset be stored?	
What is the useful life of the asset?	
Will a replacement be requested from general funds when useful life has been exhausted?	
Will other agencies be billed for the use of this asset (e.g. vendors paid, employee worked hours and paid, inventory costs etc.)?	
Does this asset require insurance coverage?	
If yes, what is the estimate of asset insurance coverage?	
Will this asset require on-going maintenance? Please describe the maintenance required along with an estimate for these costs.	
How will this asset be funded when the grant ends?	
What is the impact if the grant is not received?	
New Personnel position is:	
Where will this position office?	
Who will this position report to?	
What tasks will this position perform? Include the five primary functions and the percentage of time spent to be spent on each function.	
Will this position take over tasks from current County employee?	
If yes, please explain the impact to current employee.	
How will this position be funded when the grant ends?	
Does this position or a similar position currently exist within the department?	
If yes, how many of these similar positions exist?	
Describe any alternatives considered to achieve desired outcome in lieu of a position (i.e. equipment, software, technology or change in business practice).	
Describe how workload will be accomplished/re-allocated should grant not be approved.	
List other similar items in the County and/or region and if they are available for use?	
How is this item request different from any similar assets currently in the County and/or region?	
What types of events/purpose would this item be used for that cannot be accomplished with a current County asset?	
Identify the number of personnel required to operate this item and/or be available for the function where it is to be used?	

Please explain how this item will create the need for more or less personnel (or mark n/a for no change)?	
Where will the item be stored?	
What is the useful life of the item?	
Will other agencies be billed for the use of this item (e.g. vendors paid, employee worked hours and paid, inventory costs etc.)?	
Does this item require insurance coverage?	
Will this item require any form of licensing?	
Will this item require on-going maintenance? Please describe the maintenance required along with an estimate for these costs?	
How will this item be funded when the grant ends?	
What is the overall budgetary impact? (i.e. revenue generation, expense reduction, etc.)	
Please identify any additional equipment needed/required (now or in the future) should the grant/asset is awarded.	
What is the cost and frequency to maintain/update the additional equipment?	
What is the impact of this grant application on other internal/county departments?	
If yes, what is the estimate of that license fee?	
If yes, what is the estimate of insurance coverage?	
Will a replacement be requested from general funds when useful life has been exhausted? (OR)	
If yes, how much is the match amount?	
Please identify any known decrease in funding at this time.	
Is this a new program to your department/office?	No
Please provide data points to be collected to show program success	
Please show historical data points or performance measures, statistics, services provided, etc. or any/all updates for re-application	
ID	8
Version	2.0
Attachments	False
Created	10/21/2025 3:32 PM
Created By	August Alvarado
Modified	10/21/2025 3:33 PM
Modified By	SharePoint App

Commissioners Court - Regular Session **37.**

Meeting Date: 10/28/2025

GRT_2

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

Department: All District Courts

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action authorizing Williamson County All District Courts to apply for funding through the Bureau of Justice Assistance (BJA) Program FY2025 local solicitation.

Background

The All District Courts is seeking approval to apply for approximately $1,989,280.00 to the Bureau of Justice Assistance (BJA) department. Funds awarded through this grant will be used to address key drivers of violence and reduce violent crime by utilizing more collaborative, community-oriented approaches to advance public safety through a variety of strategies. This grant requires no match. The required Application for Federal Assistance (SF-424) and Disclosure of Lobbying Form (SF-LLL) are completed online with no physical signatures needed. A copy of both documents are attached for the Courts review. Staff recommends approval to the All District Courts to apply for the Office of Juvenile Justice and Delinquency Prevention (OJJDP) Program, FY2025 local solicitation and authorize appropriate County department personnel to complete documentation relevant to the implementation of the grant.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Disclosure of Lobbying Form

Application for Federal Assistance SF-424

Grants Management Request

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	10/21/2025 04:46 PM
Form Started By: August Alvarado		Started On: 10/21/2025 04:15 PM
Final Approval Date: 10/21/2025		

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

OMB Number: 4040-0013
Expiration Date: 06/30/2028

1. * Type of Federal Action:
- [ ] a. contract
- [x] b. grant
- [ ] c. cooperative agreement
- [ ] d. loan
- [ ] e. loan guarantee
- [ ] f. loan insurance

2. * Status of Federal Action:
- [ ] a. bid/offer/application
- [x] b. initial award
- [ ] c. post-award

3. * Report Type:
- [x] a. initial filing
- [ ] b. material change

4. Name and Address of Reporting Entity:

[x] Prime [ ] SubAwardee

** Name:* Williamson County

** Street 1:* 710 S. Main St. *Street 2:* Suite #301

** City:* Georgetown *State:* Texas *Zip:* 78626

Congressional District, if known:

5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime:

6. * Federal Department/Agency:
DOJ

7. * Federal Program Name/Description:
Community Based Violence Intervention

Assistance Listing Number, *if applicable:*

8. Federal Action Number, *if known:*

9. Award Amount, *if known:*
$ 1,989,280

10. a. Name and Address of Lobbying Registrant:

Prefix: ** First Name:* N/A *Middle Name:*

** Last Name:* N/A *Suffix:*

** Street 1:* N/A *Street 2:*

** City:* N/A *State:* *Zip:*

b. Individual Performing Services (including address if different from No. 10a)

Prefix: ** First Name:* N/A *Middle Name:*

** Last Name:* N/A *Suffix:*

** Street 1:* N/A *Street 2:*

** City:* N/A *State:* *Zip:*

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

*** Signature:** Completed on submission to Grants.gov

***Name:** *Prefix:* ** First Name:* Steve *Middle Name:*

** Last Name:* Snell *Suffix:*

Title: County Judge **Telephone No.:** 512-943-1550 **Date:** Completed on submission to Grants.gov

Federal Use Only:

WORKSPACE FORM

1-800-518-4726
SUPPORT@GRANTS.GOV

This Workspace form is one of the forms you need to complete prior to submitting your Application Package. This form can be completed in its entirety offline using Adobe Reader. You can save your form by clicking the "Save" button and see any errors by clicking the “Check For Errors” button. In-progress and completed forms can be uploaded at any time to Grants.gov using the Workspace feature.

When you open a form, required fields are highlighted in yellow with a red border. Optional fields and completed fields are displayed in white. If you enter invalid or incomplete information in a field, you will receive an error message. Additional instructions and FAQs about the Application Package can be found in the Grants.gov Applicants tab.

OPPORTUNITY & PACKAGE DETAILS:

Opportunity Number:	O-BJA-2025-172468
Opportunity Title:	BJA FY25 Office of Justice Programs Community Based Violence Intervention and Prevention Initiative
Opportunity Package ID:	PKG00291506
Assistance Listing Number:	16.045
Assistance Listing Title:	Community-Based Violence Intervention and Prevention Initiative
Competition ID:	
Competition Title:	
Opening Date:	09/17/2025
Closing Date:	10/27/2025
Agency:	Bureau of Justice Assistance
Contact Information:	OJP Response Center

APPLICANT & WORKSPACE DETAILS:

Workspace ID:	WS01579331
Application Filing Name:	TKTK (Community Based Intervention and Prevention)
UEI:	C4BDCBLYNND6
Organization:	WILLIAMSON COUNTY
Form Name:	Application for Federal Assistance (SF-424)
Form Version:	4.0
Requirement:	Mandatory
Download Date/Time:	Oct 21, 2025 03:04:52 PM EDT
Form State:	No Errors

FORM ACTIONS:

OMB Number: 4040-0004
Expiration Date: 11/30/2025

Application for Federal Assistance SF-424

* 1. Type of Submission:
- [ ] Preapplication
- [x] Application
- [ ] Changed/Corrected Application

* 2. Type of Application:
- [x] New
- [ ] Continuation
- [ ] Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received: Completed by Grants.gov upon submission.

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name: Williamson County, Texas

* b. Employer/Taxpayer Identification Number (EIN/TIN): 17460009784000

* c. UEI: C4BDCBLYNND6

d. Address:

* Street1: 710 Main Street
Street2:
* City: Georgetown
County/Parish: Williamson
* State: TX: Texas
Province:
* Country: USA: UNITED STATES
* Zip / Postal Code: 78626-5292

e. Organizational Unit:

Department Name:

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:
* First Name: August
Middle Name:
* Last Name: Alvarado
Suffix:

Title: Director of District Court Administration

Organizational Affiliation: Williamson County

* Telephone Number: 512.943.3530
Fax Number:

* Email: august.alvarado@wilcotx.gov

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

Bureau of Justice Assistance

11. Assistance Listing Number:

16.045

Assistance Listing Title:

Community-Based Violence Intervention and Prevention Initiative

*** 12. Funding Opportunity Number:**

O-BJA-2025-172468

* Title:

BJA FY25 Office of Justice Programs Community Based Violence Intervention and Prevention Initiative

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment | Delete Attachment | View Attachment

*** 15. Descriptive Title of Applicant's Project:**

Wilco Coalition for Violence Prevention

Attach supporting documents as specified in agency instructions.

Add Attachments | Delete Attachments | View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant: TX-031 * b. Program/Project: TX-031

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment | Delete Attachment | View Attachment

17. Proposed Project:

* a. Start Date: 01/01/2026 * b. End Date: 12/31/2029

18. Estimated Funding ($):

* a. Federal	1,989,280.00
* b. Applicant	0.00
* c. State	0.00
* d. Local	0.00
* e. Other	0.00
* f. Program Income	0.00
* g. TOTAL	1,989,280.00

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on .

☒ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☐ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment | Delete Attachment | View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Hon. * First Name: Steve

Middle Name:

* Last Name: Snell

Suffix:

* Title: County Judge

* Telephone Number: 512.943.3530 Fax Number:

* Email: steve.snell@wilcotx.gov

* Signature of Authorized Representative: Completed by Grants.gov upon submission. * Date Signed: Completed by Grants.gov upon submission.

Grant Title/Project Name:	FY25 Office of Justice Programs Community Based Violence Intervention and Prevention Initiative
Department:	All District Courts
Requestor:	August Alvarado
Contact Email:	august.alvarado@wilcotx.gov
Contact Phone Number:	512-943-3530
Start Date:	1/1/2026
End Date:	12/31/2029
Please select request category:	Service
Describe the purpose of the grant in detail to include all requirements.	The goal of the program is to support law enforcement efforts to reduce violent crime and improve police-community relations through a range of cross-sector enforcement, prevention, and intervention strategies that leverage active collaboration with communities through sustained partnerships and engagement. The program will address key drivers of violence and reduce violent crime by utilizing more collaborative, community-oriented approaches to advance public safety and improve police-community relations through a variety of strategies, including: 1. Employing a range of data-driven, cross-sector strategies (enforcement, prevention, and intervention) to target resources and services and reduce crime and violence. 2. Building partnerships between law enforcement and local/community organizations and leaders to foster community engagement, build trust and accountability, strengthen relationships, and develop long-term solutions. 3. Increasing the capacity of local government, law enforcement, and the criminal justice system to coordinate comprehensive crime reduction strategies, including communication and coordination, data collection, sharing, and analysis. 4. Identifying and engaging individuals with the highest likelihood of being involved in, exposed to, and victimized by violence.
Select the type of grant your department is applying for:	Federal
What is the amount of the grant?	$1,989,280.00
Please provide a breakdown of the total cost above.	YR 1 – $497,320 YR 2 - $497,320 YR 3 - $497,320 YR 4 - $497,320
Is there a match requirement?	No
What is the source of the match?	
Does the grant cover the cost of the request 100%?	Yes
If not, how much is left unpaid?	
What is the plan to obtain grants/funds for the remaining amount?	

List other similar assets in the County and/or region and if they are available for use?	
How is this asset request different from any similar assets currently in the County and/or region?	
What types of events/purpose would this asset be used for that cannot be accomplished with a current County asset?	
How often do these events occur?	
Identify the number of personnel required to operate this asset and/or be available for the function where it is to be used? How much time is required of those personnel? What is the cost of the personnel?	
Where will the asset be stored?	
What is the useful life of the asset?	
Will a replacement be requested from general funds when useful life has been exhausted?	
Will other agencies be billed for the use of this asset (e.g. vendors paid, employee worked hours and paid, inventory costs etc.)?	
Does this asset require insurance coverage?	
If yes, what is the estimate of asset insurance coverage?	
Will this asset require on-going maintenance? Please describe the maintenance required along with an estimate for these costs.	
How will this asset be funded when the grant ends?	
What is the impact if the grant is not received?	
New Personnel position is:	
Where will this position office?	
Who will this position report to?	
What tasks will this position perform? Include the five primary functions and the percentage of time spent to be spent on each function.	
Will this position take over tasks from current County employee?	
If yes, please explain the impact to current employee.	
How will this position be funded when the grant ends?	
Does this position or a similar position currently exist within the department?	
If yes, how many of these similar positions exist?	

Describe any alternatives considered to achieve desired outcome in lieu of a position (i.e. equipment, software, technology or change in business practice).	
Describe how workload will be accomplished/re-allocated should grant not be approved.	
List other similar items in the County and/or region and if they are available for use?	
How is this item request different from any similar assets currently in the County and/or region?	
What types of events/purpose would this item be used for that cannot be accomplished with a current County asset?	
Identify the number of personnel required to operate this item and/or be available for the function where it is to be used?	
Please explain how this item will create the need for more or less personnel (or mark n/a for no change)?	
Where will the item be stored?	
What is the useful life of the item?	
Will other agencies be billed for the use of this item (e.g. vendors paid, employee worked hours and paid, inventory costs etc.)?	
Does this item require insurance coverage?	
Will this item require any form of licensing?	
Will this item require on-going maintenance? Please describe the maintenance required along with an estimate for these costs?	
How will this item be funded when the grant ends?	
What is the overall budgetary impact? (i.e. revenue generation, expense reduction, etc.)	
Please identify any additional equipment needed/required (now or in the future) should the grant/asset is awarded.	
What is the cost and frequency to maintain/update the additional equipment?	
What is the impact of this grant application on other internal/county departments?	
If yes, what is the estimate of that license fee?	
If yes, what is the estimate of insurance coverage?	
Will a replacement be requested from general funds when useful life has been exhausted? (OR)	
If yes, how much is the match amount?	
Please identify any known decrease in funding at this time.	

Is this a new program to your department/office?	No
Please provide data points to be collected to show program success	
Please show historical data points or performance measures, statistics, services provided, etc. or any/all updates for re-application	
ID	9
Version	2.0
Attachments	False
Created	10/21/2025 3:44 PM
Created By	August Alvarado
Modified	10/21/2025 3:44 PM
Modified By	SharePoint App

Commissioners Court - Regular Session **38.**

Meeting Date: 10/28/2025

Congressional Redistricting 2025

Submitted For: Bridgette Escobedo **Submitted By:** Bridgette Escobedo, Elections

Department: Elections

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on ordering precinct boundary changes necessary to comply with the Texas Congressional boundaries as passed during the 2025 legislative session (PlanC2333).

Background

PlanC2333, is a congressional redistricting plan for all elections beginning in 2026, has been enacted by the 89th Legislature, 2nd Called Session. The Elections Department, in conjunction with the Williamson County GIS Department, has reviewed and made the necessary changes to comply with the new plan.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

2025 Congressional Redistricting

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	10/09/2025 09:53 AM
Form Started By: Bridgette Escobedo		Started On: 10/08/2025 11:13 AM
Final Approval Date: 10/10/2025		

THE COMMISSIONERS COURT OF WILLIAMSON COUNTY TEXAS

RESOLUTION ON THE ADJUSTMENT, CREATION, AND REMOVAL OF VOTING PRECINCTS

In accordance with Texas Election Code Chapter 42 the Elections Department has reviewed Williamson County's existing Voting Precincts for compliance with the Texas Congressional District boundaries as passed in the 2025 Legislature (PlanC2333).

All changes are reflective of Williamson County Voting Precincts previously approved by Commissioners Court on April 29, 2025.

NOW, THEREFORE, BE IT ORDERED that, effective January 1, 2026:

Precincts 116, 117, 118, 135, 136, 144, 163, 164, 166, 173, 174, 186, 189, 198, 201, 202, 203, 204, 205, 216, 229, 230, 231, 253, 254, 261, 263, 264, 266, 276, 277, 278, 279, 283, 284, 287, 301, 303, 317, 318, 319, 320, 321, 322, 323, 340, 360, 390, 398, 399, 401, 402, 404 shall change Congressional Districts in their entirety as listed in Exhibit A; this is not a boundary change.

Precincts 122, 138, 139, 146, 147, 149, 150, 151, 155, 162, 175, 250, 252, 259, 262, 302, 331, 332, 338, 403, 405, 413, 422, 427, 428, 429, 432, 434, 456, 482, 490 shall have their boundaries adjusted as described by the meets and bounds listed in Exhibit C, the original meets and bounds are listed in Exhibit B.

Precincts 161, 260, 265, 330, 455 shall be created as described by the meets and bounds listed in Exhibit D.

These changes are shown graphically in Exhibit E.

Adopted on this _____ day of October 2025.

_____
Steven Snell, County Judge

_____
Terry Cook, Commissioner, Precinct 1

_____
Cynthia Long, Commissioner, Precinct 2

_____
Valerie Covey, Commissioner, Precinct 3

_____
Russ Boles, Commissioner, Precinct 4

ATTEST:

_____
Williamson County Clerk

Exhibit A

Precincts Changing Congressional Districts

Changing from Congressional District 10 to Congressional District 17

Voting Precincts: 116, 166, 173, 189, 216, 266, 303, 317, 321, 322, 323, 340, 398, 399. This is not a boundary change.

Changing from Congressional District 17 to Congressional District 11

Voting Precincts: 135, 136, 163, 164. This is not a boundary change.

Changing from Congressional District 17 to Congressional District 31

Voting Precinct: 144. This is not a boundary change.

Changing from Congressional District 31 to Congressional District 17

Voting Precincts: 201, 202, 203, 204, 205, 229, 230, 231, 253, 254, 261, 263, 264, 276, 277, 278, 279, 283, 284, 287, 301, 318, 319, 320, 360, 390, 402, 401, 404. This is not a boundary change.

Changing from Congressional District 37 to Congressional District 17

Voting Precincts: 117, 118, 174, 186, 198 This is not a boundary change.

Exhibit B

Adjusted Precincts: Original Meets and Bounds

Election Precinct No. 122

Located within Commissioner, Constable, and Justice of the Peace Precinct 1 bounded by and including 14 US 2020 Census Blocks: Voting Precinct 122 had a very low active voter count and so was combined with VP 150 which already required a boundary adjustment to comply with Congressional Redistricting. The following are the original census blocks.

484910205034000, 484910205032003, 484910206022026, 484910205032001, 484910206022028, 484910205034001, 484910205032005, 484910206022024, 484910205032004, 484910206022025, 484910205034002, 484910205032002, 484910205032000, 484910206022027

Election Precinct No. 138

Located within Commissioner, Constable, and Justice of the Peace Precinct 1 bounded by and including 36 US 2020 Census Blocks: The boundary between Voting Precinct 138 and 338 was redrawn to comply with Congressional Redistricting. The following are the original census blocks.

484910205034035, 484910205034030, 484910205034041, 484910205132005, 484910205131001, 484910205132023, 484910205132007, 484910205132008, 484910205131003, 484910205131002, 484910205132006, 484910205132016, 484910205132010, 484910205132015, 484910205034036, 484910205132014, 484910205034042, 484910205132009, 484910205034033, 484910205034037, 484910205131000, 484910205132001, 484910205132002, 484910205034045, 484910205132003, 484910205132012, 484910205132000, 484910205034034, 484910205034043, 484910205034029, 484910205034044, 484910205132011, 484910205132013, 484910205132022, 484910205132004, 484910205132021

Election Precinct No. 139

Located within Commissioner, Constable, and Justice of the Peace Precinct 1 bounded by and including 34 US 2020 Census Blocks: The boundary between Voting Precinct 139 and 149 was redrawn to comply with Congressional Redistricting. The following are the original census blocks.

484910215141001, 484910215151013, 484910215151003, 484910215141003, 484910215142003, 484910215151014, 484910215151011, 484910215151010, 484910215151009, 484910215151018, 484910215151017, 484910215142000, 484910215142002, 484910215151019, 484910215151012, 484910215151016, 484910215142004, 484910215142005, 484910215141002, 484910215141005, 484910215152001, 484910215141004, 484910215151005, 484910215151004, 484910215151015, 484910215151007, 484910215141000, 484910215151008, 484910215151000, 484910215151002, 484910215151001, 484910215131000, 484910215151006, 484910215142001

Election Precinct No. 146

Located within Commissioner, Constable, and Justice of the Peace Precinct 1 bounded by and including 79 US 2020 Census Blocks: Part of Voting Precinct 146 was combined with part of VP 162 to create the new VP 161 to comply with Congressional Redistricting. The following are the original census blocks.

484910204091010, 484910204091038, 484910204091028, 484910204091024, 484910204091023, 484910204081003, 484910204091017, 484910204091006, 484910204091019, 484910204091018, 484910204081004, 484910204091027, 484910204082017, 484910204091025, 484910204091021, 484910204111017, 484910204082023, 484910204082030, 484910204082024, 484910204082031, 484910204091026, 484910204082028, 484910204091020, 484910204111023, 484910204082026, 484910204091014, 484910204091035, 484910204091034, 484910204091036, 484910204081023, 484910204092011, 484910204061000, 484910204091008, 484910204111022, 484910204111024, 484910204082006, 484910204082016, 484910204082002, 484910204082000, 484910204082027, 484910204091011, 484910204091005, 484910204081022, 484910204091032, 484910204091033, 484910204092027, 484910204092015, 484910204111019, 484910204111016, 484910204082018, 484910204082029, 484910204082021, 484910204092000, 484910204091037, 484910204091002, 484910204081006, 484910204082022, 484910204081005, 484910204082020, 484910204092014, 484910204091009, 484910204111020, 484910204092012, 484910204092013, 484910204082025, 484910204082019, 484910204081024, 484910204091013, 484910204082005, 484910204082004, 484910204082014, 484910204082001, 484910204082015, 484910204091016, 484910204111018, 484910204091003, 484910204091015, 484910204091004, 484910204091022

Election Precinct No. 147

Located within Commissioner, Constable, and Justice of the Peace Precinct 1 bounded by and including 66 US 2020 Census Blocks: The boundaries between Voting Precinct 147, 151, and 175 were redrawn to comply with Congressional Redistricting. The following are the original census blocks.

484910204081007, 484910204112018, 484910204061008, 484910204081021, 484910204102006, 484910204102008, 484910204102018, 484910204102009, 484910204112023, 484910204082012, 484910204081020, 484910204061009, 484910204081012, 484910204082007, 484910204081011, 484910204061002, 484910204063007, 484910204102011, 484910204081026, 484910204102016, 484910204062001, 484910204081025, 484910204081018, 484910204061010, 484910204081008, 484910204102012, 484910204061003, 484910204061007, 484910204102014, 484910204063005, 484910204081013, 484910204112022, 484910204112017, 484910204081014, 484910204102015, 484910204081019, 484910204082013, 484910204061006, 484910204081017, 484910204081015, 484910204063006, 484910204082011, 484910204081016, 484910204062008, 484910204062007, 484910204081002, 484910204082009, 484910204061005, 484910204062003, 484910204063003, 484910204082008, 484910204082010, 484910204102017, 484910204102013, 484910204102019, 484910204062004, 484910204082003, 484910204062005, 484910204102010, 484910204081009, 484910204062002, 484910204062006, 484910204062000, 484910204062009, 484910204102007, 484910204063004

Election Precinct No. 149

Located within Commissioner, Constable, and Justice of the Peace Precinct 1 bounded by and including 46 US 2020 Census Blocks: The boundary between Voting Precinct 139 and 149 was redrawn to comply with Congressional Redistricting. The following are the original census blocks.

484910215131002, 484910215161020, 484910215152023, 484910215161022, 484910215152011, 484910215152010, 484910215161012, 484910215152019, 484910215161007, 484910215161017, 484910215152020, 484910215152012, 484910215152013, 484910215161018, 484910215161019, 484910215161008, 484910215161015, 484910215152022, 484910215161010, 484910215161014, 484910215131007, 484910215161006, 484910215152007, 484910215161013, 484910215131003, 484910215152006, 484910215131004, 484910215161016, 484910215152009, 484910215131005, 484910215132004, 484910215132006, 484910215132005, 484910215161004, 484910215132008, 484910215161011, 484910215161003, 484910215131001, 484910215132007, 484910215161005, 484910215132000, 484910215132002, 484910215152008, 484910215132001, 484910215161009, 484910215131006, 484910215132003, 484910215161002, 484910215161000

Election Precinct No. 150

Located within Commissioner, Constable, and Justice of the Peace Precinct 1 bounded by and including 131 US 2020 Census Blocks: Voting Precinct 122 had a very low active voter count and so was combined with VP 150 which already required a boundary adjustment with VP 155 to comply with Congressional Redistricting. The following are the original census blocks.

484910207041001, 484910207011002, 484910207011009, 484910207011008, 484910207011007, 484910207011016, 484910207011024, 484910207011011, 484910207011020, 484910207011029, 484910207011019, 484910207011021, 484910207011017, 484910207011035, 484910207011025, 484910207011049, 484910207011037, 484910207011032, 484910207011018, 484910207011010, 484910207011027, 484910207011026, 484910207011030, 484910207011023, 484910207011053, 484910207011052, 484910207011012, 484910207011014, 484910207011015, 484910207012018, 484910207011059, 484910207011075, 484910207012022, 484910207012020, 484910207012012, 484910207011069, 484910207011073, 484910207042005, 484910207012010, 484910207012008, 484910207011071, 484910207011070, 484910207011056, 484910207011065, 484910207011055, 484910207041002, 484910207041004, 484910207012013, 484910207011054, 484910207012019, 484910207012021, 484910207012006, 484910207011064, 484910207012014, 484910207011022, 484910207011033, 484910207011028, 484910207011031, 484910207011051, 484910207011050, 484910207011039, 484910207011038, 484910207011034, 484910207011036, 484910207042003, 484910207012023, 484910207011072, 484910207012024, 484910207011063, 484910207012015, 484910207011062, 484910207012007, 484910207011003, 484910207012009, 484910207042007, 484910207043009, 484910207012016, 484910215031028, 484910207012017, 484910207043005, 484910207041006, 484910207012003, 484910215031026, 484910207011005, 484910207011043, 484910207011040, 484910207011042, 484910207043007, 484910207041013, 484910207042004, 484910207011061, 484910215031024, 484910215031018, 484910207011013, 484910207011004, 484910207011041, 484910207041012, 484910207041009, 484910207041010, 484910207043008, 484910207073013, 484910207041005, 484910207041007, 484910215031019, 484910215031027, 484910215031025, 484910207011044, 484910207011006, 484910207011048, 484910207011047, 484910207042002, 484910207011068, 484910207041011, 484910207011074, 484910207042000, 484910207012004, 484910207042001, 484910207042006, 484910207043003, 484910207011060, 484910207043006, 484910207011058, 484910207041003, 484910215031023, 484910207011000, 484910207041008, 484910207012005, 484910207012011, 484910215031020, 484910207012002, 484910207011001

Election Precinct No. 151

Located within Commissioner, Constable, and Justice of the Peace Precinct 1 bounded by and including 53 US 2020 Census Blocks: The boundaries between Voting Precinct 147, 151, and 175 were redrawn to comply with Congressional Redistricting. The following are the original census blocks.

484910204061001, 484910204092029, 484910204092026, 484910204092030, 484910204092019, 484910204111033, 484910204092010, 484910204091030, 484910204091031, 484910204063001, 484910204101007, 484910204104005, 484910204103003, 484910204102003, 484910204092002, 484910204101000, 484910204092009, 484910204103004, 484910204101002, 484910204092018, 484910204104002, 484910204063000, 484910204092028, 484910204092023, 484910204092022, 484910204092017, 484910204103005, 484910204092006, 484910204092024, 484910204092016, 484910204092020, 484910204092021, 484910204063002, 484910204101005, 484910204104003, 484910204092004, 484910204104001, 484910204101004, 484910204101003, 484910204101001, 484910204092005, 484910204101006, 484910204103015, 484910204104004, 484910204092025, 484910204092008, 484910204061004, 484910204092001, 484910204092003, 484910204104000, 484910204111034, 484910204091029, 484910204092007

Election Precinct No. 155

Located within Commissioner, Constable, and Justice of the Peace Precinct 1 bounded by and including 74 US 2020 Census Blocks: The boundary between Voting Precinct 150 and 155 was redrawn to comply with Congressional Redistricting. The following are the original census blocks.

484910207093000, 484910207093004, 484910207102007, 484910207093003, 484910207093002, 484910207102035, 484910207102026, 484910207102022, 484910207102034, 484910207102032, 484910207102005, 484910207102030, 484910207092010, 484910207102012, 484910207102021, 484910207093001, 484910207102031, 484910207092012, 484910207102024, 484910207102033, 484910207011076, 484910207092001, 484910207102008, 484910207102020, 484910207093006, 484910207091008, 484910207092003, 484910207102013, 484910207102011, 484910207092011, 484910207092013, 484910207092007, 484910207091006, 484910207102010, 484910207092005, 484910207092006, 484910207091010, 484910207102019, 484910207092008, 484910207092009, 484910207102027, 484910207092004, 484910207102025, 484910207091005, 484910207091004, 484910207091003, 484910207091009, 484910207091002, 484910207102006, 484910207093005, 484910207102028, 484910207011077, 484910207091001, 484910207091000, 484910207091011, 484910207102002, 484910207102023, 484910207092000, 484910207092002, 484910207092014, 484910207102000, 484910207102004, 484910207102001, 484910207091007, 484910207102015, 484910207102018, 484910207102016, 484910207091014, 484910207102017, 484910207091012, 484910207102009, 484910207102014, 484910207102003, 484910207102029

Election Precinct No. 162

Located within Commissioner, Constable, and Justice of the Peace Precinct 1 bounded by and including 80 US 2020 Census Blocks: Part of Voting Precinct 146 was combined with part of VP 162 to create the new VP 161 to comply with Congressional Redistricting. The following are the original census blocks.

484910204111001, 484910204112014, 484910204113005, 484910204111015, 484910204111014, 484910204113004, 484910204113009, 484910204112019, 484910204112013, 484910204103010, 484910204112016, 484910204113012, 484910204113003, 484910204113002, 484910204113011, 484910204111012, 484910204111010, 484910204111028, 484910204113007, 484910204103008, 484910204103000, 484910204103014, 484910204112021, 484910204102002, 484910204103006, 484910204112001, 484910204103013, 484910204113010, 484910204111035, 484910204113008, 484910204111025, 484910204111011, 484910204111032, 484910204112015, 484910204111008, 484910204113006, 484910204103001, 484910204111006, 484910204103012, 484910204102001, 484910204112008, 484910204112009, 484910204112007, 484910204102005, 484910204112006, 484910204111030, 484910204111029, 484910204111021, 484910204111027, 484910204111026, 484910204111007, 484910204103009, 484910204103007, 484910204113000, 484910204103002, 484910204111003, 484910204112004, 484910204111031, 484910204112024, 484910204112011, 484910204112020, 484910204111000, 484910204112003, 484910204111002, 484910204111013, 484910204102004, 484910204112010, 484910204111009, 484910204111004, 484910204103011, 484910204102000, 484910204112002, 484910204111005, 484910204091007, 484910204112005, 484910204112012, 484910204112000, 484910204091001, 484910204091000, 484910204113001

Election Precinct No. 175

Located within Commissioner, Constable, and Justice of the Peace Precinct 1 bounded by and including 47 US 2020 Census Blocks: The boundaries between Voting Precinct 147, 151, and 175 were redrawn to comply with Congressional Redistricting. The following are the original census blocks.

484910204054001, 484910204054015, 484910204054014, 484910204054023, 484910204053014, 484910204054016, 484910204054011, 484910204054024, 484910204052008, 484910204054020, 484910204054021, 484910204053010, 484910204054008, 484910204052002, 484910204052010, 484910204052001, 484910204053012, 484910204052006, 484910204052004, 484910204052009, 484910204054019, 484910204053009, 484910204053002, 484910204052007, 484910204053003, 484910204054004, 484910204054006, 484910204051003, 484910204054002, 484910204051002, 484910204054005, 484910204054003, 484910204054022, 484910204052005, 484910204054018, 484910204054017, 484910204054000, 484910204051000, 484910204053011, 484910204054010, 484910204054009, 484910204052003, 484910204051001, 484910204054013, 484910204054012, 484910204052000, 484910204054007

Election Precinct No. 250

Located within Commissioner, Constable, and Justice of the Peace Precinct 2 bounded by and including 59 US 2020 Census Blocks: The boundary between Voting Precinct 250 and 252 was redrawn to comply with Congressional Redistricting. The following are the original census blocks.

484910203401001, 484910201242018, 484910201243032, 484910203401004, 484910201243014, 484910201242012, 484910203401019, 484910201243025, 484910203292091, 484910203401008, 484910201242016, 484910201242015, 484910203292088, 484910203401055, 484910203292090, 484910203292000, 484910203401010, 484910203401011, 484910203401013, 484910203401012, 484910201243047, 484910201243028, 484910201243027, 484910201243029, 484910203292089, 484910203292092, 484910203401002, 484910203292097, 484910203401007, 484910203401009, 484910203401049, 484910203401000, 484910201242014, 484910201243031, 484910201243048, 484910201243024, 484910201243023, 484910201242023, 484910201242022, 484910203401048, 484910203401051, 484910203401056, 484910203292001, 484910203401053, 484910201243049, 484910201243026, 484910201243050, 484910201243042, 484910201242017, 484910203401014, 484910203292098, 484910203401054, 484910203401047, 484910201242013, 484910201242021, 484910203401046, 484910203292096, 484910203401005, 484910203292002

Election Precinct No. 252

Located within Commissioner, Constable, and Justice of the Peace Precinct 2 bounded by and including 56 US 2020 Census Blocks: The boundaries between Voting Precinct 252 and 250 and VP 252 and 331 were redrawn to comply with Congressional Redistricting. The following are the original census blocks.

484910203194007, 484910203194002, 484910203194016, 484910203194009, 484910203391011, 484910203391005, 484910203513000, 484910206043037, 484910203194008, 484910203194003, 484910203194028, 484910203194004, 484910203194015, 484910203194027, 484910203194021, 484910203194029, 484910203194022, 484910203194017, 484910203194014, 484910203194019, 484910203194006, 484910203101004, 484910203391013, 484910203391010, 484910203391012, 484910203391007, 484910203194005, 484910203194011, 484910203194024, 484910203194020, 484910203391004, 484910203101009, 484910203194026, 484910203194010, 484910203194018, 484910203194023, 484910203391008, 484910203101001, 484910203194013, 484910203101008, 484910203101005, 484910203194000, 484910203194025, 484910203194012, 484910203391009, 484910203194001, 484910203101010, 484910203391000, 484910203391001, 484910203513001, 484910203101006, 484910203101007, 484910203101003, 484910203101002, 484910203391003, 484910203391006

Election Precinct No. 259

Located within Commissioner, Constable, and Justice of the Peace Precinct 2 bounded by and including 33 US 2020 Census Blocks: A portion of Voting Precinct 259 was split off to become new VP 260 to comply with Congressional Redistricting. The following are the original census blocks.

484910203401028, 484910203401081, 484910203391024, 484910203391019, 484910203391022, 484910203391023, 484910203391025, 484910203391020, 484910203401045, 484910203401031, 484910203401043, 484910203401044, 484910203401024, 484910203401030, 484910203401035, 484910203401037, 484910203401041, 484910203391021, 484910203401070, 484910203391002, 484910203401029, 484910203401039, 484910203391017, 484910203391026, 484910203401042, 484910203391016, 484910203391015, 484910203391014, 484910203401040, 484910203401057, 484910203401050, 484910203391018, 484910203401052

Election Precinct No. 262

Located within Commissioner, Constable, and Justice of the Peace Precinct 2 bounded by and including 59 US 2020 Census Blocks: A portion of Voting Precinct 262 was split off to become new VP 265 to comply with Congressional Redistricting. The following are the original census blocks.

484910203411003, 484910203401076, 484910203401072, 484910203401074, 484910203411022, 484910203411010, 484910203401078, 484910203411020, 484910203401073, 484910203411021, 484910203401080, 484910203411004, 484910203411016, 484910203411019, 484910203411024, 484910203411014, 484910203411013, 484910203411031, 484910203411028, 484910203411029, 484910203411027, 484910203411015, 484910203411034, 484910203411030, 484910203411032, 484910203411033, 484910203401079, 484910203401083, 484910203411011, 484910203401082, 484910203401068, 484910203401067, 484910203401066, 484910203411017, 484910203411025, 484910203401061, 484910203401062, 484910203401069, 484910203401065, 484910203411026, 484910203411023, 484910203411007, 484910203401077, 484910203401063, 484910203401071, 484910203411005, 484910203411008, 484910203411012, 484910203401060, 484910203411018, 484910203401058, 484910203401059, 484910203411009, 484910203411006, 484910203401064, 484910203411001, 484910203411000, 484910203411002, 484910203401075

Election Precinct No. 302

Located within Commissioner, Constable, and Justice of the Peace Precinct 3 bounded by and including 22 US 2020 Census Blocks: A portion of Voting Precinct 332 was combined with VP 302 to comply with Congressional Redistricting. The following are the original census blocks.

484910203101027, 484910203101062, 484910203101028, 484910203101035, 484910203101021, 484910203101033, 484910203101022, 484910203101030, 484910203101055, 484910203101029, 484910203101032, 484910203101026, 484910203101061, 484910203101036, 484910203101034, 484910203101060, 484910203101056, 484910203101059, 484910203101058, 484910203101057, 484910203101031, 484910203101054

Election Precinct No. 331

Located within Commissioner, Constable, and Justice of the Peace Precinct 3 bounded by and including 26 US 2020 Census Blocks: The boundary between Voting Precinct 331 and 332 was redrawn and a portion was split off to create the new VP 330 to comply with Congressional Redistricting. The following are the original census blocks.

484910203101019, 484910203101013, 484910203101018, 484910206043051, 484910203101014, 484910206043049, 484910206043045, 484910203101012, 484910203101016, 484910203101015, 484910206043046, 484910203101017, 484910206043011, 484910206043050, 484910203101020, 484910206043010, 484910206043002, 484910206041039, 484910206043052, 484910203101000, 484910206043047, 484910206043035, 484910206043006, 484910206043048, 484910206043036, 484910203101011

Election Precinct No. 332

Located within Commissioner, Constable, and Justice of the Peace Precinct 3 bounded by and including 67 US 2020 Census Blocks in their entirety and portions of two others: The boundaries between Voting Precinct 332 and 331 and VP 332 and 302 were redrawn to comply with Congressional Redistricting. The following are the original census blocks.

484910206041030, 484910206043022, 484910206041041, 484910206043060, 484910206043054, 484910206043013, 484910206043016, 484910206043056, 484910206043031, 484910206043027, 484910206043030, 484910206043018, 484910206043034, 484910206043012, 484910206043004, 484910206043044, 484910206043057, 484910206043021, 484910206043007, 484910206043055, 484910206043017, 484910206043020, 484910206043026, 484910206043003, 484910206043059, 484910215103004, 484910206043029, 484910206043058, 484910206043028, 484910206043053, 484910206043009, 484910206041038, 484910206043005, 484910206043033, 484910206041057, 484910206043001, 484910206043032, 484910206041035, 484910206043015, 484910206041053, 484910206043014, 484910206043024, 484910203101025, 484910203101046, 484910206043019, 484910206043008, 484910206041031, 484910206041032, 484910206041034, 484910206043023, 484910206041036, 484910206041045, 484910206041033, 484910206041044, 484910206043025, 484910206041048, 484910206041040, 484910206091009, 484910206041043, 484910203101023, 484910203101037, 484910203101024, 484910206091010, 484910206043000, 484910206041059, 484910206041037, 484910206041042 and Census Blocks 484910206092000 and 484910206091000 were split using the southern boundary of the following 8 Williamson Central Appraisal District (WCAD) parcel boundary R048280, R305326, R316634, R584260, R048283, R584259, R048278, R573262

Election Precinct No. 338

Located within Commissioner, Constable, and Justice of the Peace Precinct 3 bounded by and including 60 US 2020 Census Blocks: The boundary between Voting Precinct 138 and 338 was redrawn to comply with Congressional Redistricting. The following are the original census blocks.

484910205034022, 484910205034007, 484910205034031, 484910205031002, 484910205034009, 484910205034020, 484910205031005, 484910205034013, 484910205034018, 484910205034012, 484910205033018, 484910205034011, 484910205031009, 484910205034015, 484910205031015, 484910205034014, 484910205032011, 484910205031000, 484910205032015, 484910205034046, 484910205031003, 484910205031013, 484910205031016, 484910205032010, 484910205033029, 484910205034005, 484910205031004, 484910205031007, 484910205031011, 484910205031010, 484910205032019, 484910205034016, 484910205031006, 484910205031014, 484910205032020, 484910205032012, 484910205031012, 484910205034010, 484910205032006, 484910205032009, 484910205032021, 484910205034032, 484910205034027, 484910205031008, 484910205032007, 484910205034006, 484910205032017, 484910205032016, 484910205032018, 484910205034019, 484910205033027, 484910205032013, 484910205032014, 484910205033028, 484910205034021, 484910205032008, 484910205031001, 484910205034026, 484910205034008, 484910205034017

Election Precinct No. 403

Located within Commissioner, Constable, and Justice of the Peace Precinct 4 bounded by and including 48 US 2020 Census Blocks: The boundary between Voting Precinct 403 and 405 was redrawn to comply with Congressional Redistricting. The following are the original census blocks.

484910208191018, 484910208132057, 484910208132066, 484910208131053, 484910208131021, 484910208132047, 484910208131034, 484910208131020, 484910208131028, 484910208131052, 484910208131035, 484910208132055, 484910208131051, 484910208131054, 484910208132054, 484910208132067, 484910208132064, 484910208132051, 484910208131022, 484910208132071, 484910208131055, 484910208132045, 484910208132058, 484910208132068, 484910208132073, 484910208131023, 484910208132078, 484910208132061, 484910208132044, 484910208132070, 484910208132048, 484910208132062, 484910208132065, 484910208132056, 484910208132069, 484910208191017, 484910208131026, 484910208132060, 484910208132046, 484910208131025, 484910208132080, 484910208132053, 484910208131024, 484910208191009, 484910208191010, 484910208191011, 484910208131019, 484910208132063

Election Precinct No. 405

Located within Commissioner, Constable, and Justice of the Peace Precinct 4 bounded by and including 68 US 2020 Census Blocks: The boundary between Voting Precinct 403 and 405 was redrawn to comply with Congressional Redistricting. The following are the original census blocks.

484910208131043, 484910208131040, 484910208122026, 484910208123013, 484910208123014, 484910208172015, 484910208131048, 484910208131049, 484910208131031, 484910208131030, 484910208122024, 484910208131037, 484910208131047, 484910208131058, 484910208131059, 484910208131045, 484910208172026, 484910208131011, 484910208131039, 484910208131050, 484910208131014, 484910208131057, 484910208131029, 484910208172020, 484910208131036, 484910208131027, 484910208131032, 484910208131038, 484910208123016, 484910208131033, 484910208131046, 484910208122025, 484910208131003, 484910208131012, 484910208131015, 484910208172012, 484910208131042, 484910208172022, 484910208131060, 484910208131018, 484910208172029, 484910208131013, 484910208131004, 484910208131016, 484910208172021, 484910208131041, 484910208131061, 484910208131007, 484910208172018, 484910208131006, 484910208131009, 484910208131001, 484910208123011, 484910208172017, 484910208172023, 484910208131044, 484910208172016, 484910208172019, 484910208172001, 484910208172013, 484910208131017, 484910208131010, 484910208172027, 484910208172014, 484910208172024, 484910208131008, 484910208131005, 484910208131056

Election Precinct No. 413

Located within Commissioner, Constable, and Justice of the Peace Precinct 4 bounded by and including 278 US 2020 Census Blocks: The boundary between Voting Precinct 413 and 434 was redrawn to comply with Congressional Redistricting. The following are the original census blocks.

484910209003049, 484910208081027, 484910209003073, 484910209002042, 484910209002033, 484910209002041, 484910209004041, 484910209004038, 484910209004036, 484910209002032, 484910209002034, 484910209002013, 484910209002011, 484910209002039, 484910209002040, 484910209003013, 484910209002035, 484910209004033, 484910209004037, 484910209004040, 484910209002014, 484910209002036, 484910209004061, 484910209004060, 484910209004057, 484910209002012, 484910209004058, 484910209004066, 484910209003037, 484910209002017, 484910209002018, 484910209004128, 484910209003034, 484910209004035, 484910209004034, 484910209004067, 484910209002015, 484910209004127, 484910209002037, 484910209003105, 484910209003064, 484910208081037, 484910209004119, 484910209004110, 484910209004109, 484910209004044, 484910209004039, 484910209004059, 484910209004129, 484910209002002, 484910209003119, 484910209002016, 484910209003093, 484910208081035, 484910209004111, 484910209004065, 484910210002066, 484910209004125, 484910209002043, 484910209004084, 484910209002007, 484910209004016, 484910209004104, 484910208081038, 484910209004075, 484910209004055, 484910209004123, 484910209004064, 484910209004072, 484910209003102, 484910209003095, 484910209003084, 484910209004031, 484910209003085, 484910209004107, 484910209003036, 484910209003044, 484910209004027, 484910209004077, 484910209004046, 484910209002008, 484910209004056, 484910209004054, 484910208081034, 484910208081041, 484910209004121, 484910209004120, 484910209004132, 484910209004070, 484910209004026, 484910209004042, 484910209003106, 484910209004002, 484910209003035, 484910209004049, 484910209004003, 484910209003118, 484910209004071, 484910209003029, 484910209003096, 484910209003091, 484910209004126, 484910209004063, 484910209003021, 484910209004116, 484910209004115, 484910209004131, 484910209003080, 484910209003042, 484910209004001, 484910209004028, 484910209004099, 484910209004105, 484910209004117, 484910209004073, 484910209003062, 484910209004017, 484910209004053, 484910209004007, 484910209003020, 484910209003028, 484910209002006, 484910209003079, 484910209003090, 484910209004096, 484910209004106, 484910209004108, 484910209004076, 484910209003081, 484910209003019, 484910209004112, 484910209004078, 484910210002050, 484910209004048, 484910209003092, 484910209003089, 484910209003018, 484910209004029, 484910209003086, 484910210002046, 484910208081024, 484910208081036, 484910208081030, 484910208081019, 484910208081033, 484910208081032, 484910208081040, 484910208081031, 484910208081020, 484910208081029, 484910209004043, 484910209003075, 484910209003100, 484910209004088, 484910209004085, 484910209003114, 484910209003116, 484910209004090, 484910209004124, 484910209004083, 484910210002045, 484910209004011, 484910209004030, 484910209003058, 484910209003051, 484910209004022, 484910209004047, 484910209003045, 484910209004074, 484910209003047, 484910209003048, 484910209004092, 484910209003059, 484910209003111, 484910209004020, 484910209004079, 484910209004019, 484910209004021, 484910209004045, 484910209004094, 484910209003113, 484910209004091, 484910209004122, 484910209004081, 484910209004118, 484910209003098, 484910209003094, 484910209003104, 484910209003112, 484910209003110, 484910209003117, 484910209003101, 484910209003108, 484910209004069, 484910209002050, 484910209004006, 484910209004012, 484910209003022, 484910209004025, 484910209004009,

484910209004024, 484910209004013, 484910209004100, 484910209003097, 484910209003103, 484910209004087, 484910209003115, 484910209003109, 484910209004089, 484910209002009, 484910209003053, 484910209004032, 484910209003099, 484910209003063, 484910209004000, 484910209004080, 484910209004050, 484910209003074, 484910210002044, 484910209004008, 484910209003054, 484910209003050, 484910209004052, 484910209003027, 484910209003052, 484910209003056, 484910209003078, 484910209003082, 484910209003083, 484910209003088, 484910209004051, 484910209004098, 484910209004095, 484910209003033, 484910209004101, 484910209003077, 484910209002010, 484910209003025, 484910209003026, 484910209003068, 484910209003065, 484910209003061, 484910209003060, 484910209003055, 484910209003069, 484910209003072, 484910209004086, 484910209003070, 484910209004113, 484910209003032, 484910209004068, 484910209004093, 484910209003031, 484910209004018, 484910209004023, 484910209003043, 484910209004062, 484910209003030, 484910209003046, 484910209003071, 484910209004015, 484910209004014, 484910209003066, 484910209003057, 484910209004114, 484910209003067, 484910209004102, 484910209004097, 484910209003107, 484910209004130, 484910209003038, 484910209004010, 484910209004103, 484910209003041, 484910209003076, 484910209003087, 484910208081025, 484910209004082

Election Precinct No. 422

Located within Commissioner, Constable, and Justice of the Peace Precinct 4 bounded by and including 68 US 2020 Census Blocks: The boundary between Voting Precinct 422 and 490 was redrawn to comply with Congressional Redistricting. The following are the original census blocks.

484910208172035, 484910208171016, 484910208171017, 484910208172032, 484910208172034, 484910208172033, 484910208171018, 484910208171004, 484910208182002, 484910208172047, 484910208182001, 484910208172044, 484910208171008, 484910208171007, 484910208172038, 484910208182013, 484910208182015, 484910208162005, 484910208171021, 484910208171019, 484910208171009, 484910208171010, 484910208171005, 484910208172048, 484910208182012, 484910208172043, 484910208172036, 484910208172046, 484910208182011, 484910208162003, 484910208171014, 484910208171020, 484910208171013, 484910208172045, 484910208172041, 484910208172050, 484910208172030, 484910208172051, 484910208172008, 484910208171011, 484910208171012, 484910208172031, 484910208172037, 484910208172049, 484910208171002, 484910208172007, 484910208172028, 484910208172039, 484910208172052, 484910208182014, 484910208172005, 484910208172009, 484910208171006, 484910208171015, 484910208172010, 484910208172004, 484910208172025, 484910208172011, 484910208171000, 484910208171001, 484910208182000, 484910208182023, 484910208172040, 484910208172042, 484910208172006, 484910208171003, 484910208182010, 484910208162004

Election Precinct No. 427

Located within Commissioner, Constable, and Justice of the Peace Precinct 4 bounded by and including 95 US 2020 Census Blocks: The boundaries between Voting Precinct 427, 428, 429 and 456 were redrawn to comply with Congressional Redistricting. A portion of VP 427 was used to create the new VP 455 and the remainder was merged into VP 429. The following are the original census blocks.

484910212031002, 484910212022024, 484910212022026, 484910212022025, 484910212022027, 484910212022028, 484910212022038, 484910212022019, 484910212022017, 484910212022001, 484910212022002, 484910212022022, 484910212022023, 484910212022021, 484910211001012, 484910209001058, 484910211001076, 484910212012010, 484910212022039, 484910212022050, 484910212022030, 484910212022008, 484910212022034, 484910212022031, 484910212022040, 484910212022044, 484910212022049, 484910212022043, 484910212032011, 484910212022011, 484910212022020, 484910212022004, 484910212032001, 484910212022007, 484910212022005, 484910212032012, 484910212022010, 484910212022014, 484910212022013, 484910212012008, 484910212022032, 484910212022033, 484910212022048, 484910212022047, 484910212012007, 484910212022006, 484910212022015, 484910212021023, 484910212022016, 484910212022035, 484910212032013, 484910212032007, 484910212022003, 484910212022041, 484910212022036, 484910212022042, 484910211002000, 484910211001013, 484910211001008, 484910211001011, 484910212032010, 484910212022046, 484910212021031, 484910212012015, 484910212022029, 484910212012016, 484910212022000, 484910212021024, 484910212021029, 484910212032008, 484910212032009, 484910212032005, 484910212032006, 484910212022009, 484910212022045, 484910211001009, 484910212012020, 484910212021025, 484910212021021, 484910212032002, 484910212032003, 484910212022018, 484910212021022, 484910211001010, 484910212012009, 484910212022012, 484910212021028, 484910209001057, 484910209001059, 484910212032000, 484910212021030, 484910212021020, 484910212031003, 484910212031006, 484910212022037

Election Precinct No. 428

Located within Commissioner, Constable, and Justice of the Peace Precinct 4 bounded by and including 59 US 2020 Census Blocks: The boundaries between Voting Precinct 427, 428, 429 and 456 were redrawn to comply with Congressional Redistricting. A portion of VP 428 was used to create the new VP 455 and the remainder was merged into VP 429. The following are the original census blocks.

484910208082016, 484910212011023, 484910212012006, 484910212011002, 484910212011003, 484910212011007, 484910212011005, 484910212021008, 484910212021010, 484910212021006, 484910212012005, 484910212021026, 484910212011021, 484910212021033, 484910212021012, 484910212021009, 484910212021013, 484910212021014, 484910212012002, 484910212012003, 484910212012004, 484910212021005, 484910212021018, 484910212021003, 484910212021004, 484910212021017, 484910212021032, 484910212021016, 484910212021001, 484910212021011, 484910212011006, 484910212011004, 484910212011009, 484910212011008, 484910212011014, 484910212021027, 484910212012011, 484910212021015, 484910208082014, 484910212011016, 484910212012000, 484910212021019, 484910212012001, 484910212021002, 484910212011022, 484910208082017, 484910208082018, 484910208082013, 484910212011015, 484910211002006, 484910212011000, 484910212021007, 484910212021000, 484910208082019, 484910208082007, 484910208082006, 484910208082012, 484910208082015, 484910212011001

Election Precinct No. 429

Located within Commissioner, Constable, and Justice of the Peace Precinct 4 bounded by and including 197 US 2020 Census Blocks: The boundaries between Voting Precinct 427, 428, 429 and 456 were redrawn to comply with Congressional Redistricting. A portion of VP 429 was used to create the new VP 455, a portion went to VP 456 and the remainder of VP 427 and 428 were merged into the new boundaries of VP 429. The following are the original census blocks.

484910208082040, 484910210001012, 484910211002013, 484910211001019, 484910211001034, 484910211001045, 484910211001041, 484910211002031, 484910211002030, 484910211002035, 484910211002036, 484910211001075, 484910211001044, 484910211002026, 484910211001060, 484910212011020, 484910211001018, 484910211001035, 484910211001043, 484910211001059, 484910211001063, 484910211001067, 484910211002028, 484910211002033, 484910210001011, 484910210001010, 484910211002002, 484910211001005, 484910211002032, 484910211001074, 484910211001004, 484910211002029, 484910211002034, 484910211001016, 484910211001042, 484910211002027, 484910212012014, 484910212033002, 484910212033016, 484910212033012, 484910212033026, 484910212033004, 484910212033009, 484910212033010, 484910212012021, 484910212033007, 484910212033006, 484910212033005, 484910212033003, 484910212012018, 484910212033013, 484910212033015, 484910212031014, 484910212033017, 484910212012019, 484910212033023, 484910212033022, 484910212033029, 484910212033014, 484910212033020, 484910212033025, 484910212033019, 484910208082046, 484910208082051, 484910208082060, 484910211002019, 484910211002017, 484910211001022, 484910211002015, 484910211002014, 484910211001020, 484910211001032, 484910211001033, 484910211001037, 484910211001038, 484910211001047, 484910211001046, 484910211001039, 484910211001055, 484910211001057, 484910211001058, 484910211001062, 484910211002007, 484910211001064, 484910211001069, 484910211001068, 484910211001065, 484910211001021, 484910211002037, 484910211002016, 484910211001015, 484910211001030, 484910211002024, 484910211002011, 484910211001031, 484910211001023, 484910211002005, 484910211001006, 484910211002022, 484910211002018, 484910211001003, 484910211001061, 484910211002010, 484910211001048, 484910211001040, 484910211001056, 484910212012013, 484910212012023, 484910212012012, 484910212033008, 484910212012017, 484910212033011, 484910212033018, 484910212012024, 484910212033024, 484910212012022, 484910212012026, 484910212033027, 484910212031018, 484910212012025, 484910208081012, 484910211002020, 484910211002023, 484910211002025, 484910211002012, 484910211001036, 484910211002021, 484910212011012, 484910211002003, 484910211002004, 484910212011024, 484910212031013, 484910208082041, 484910211001014, 484910211002038, 484910212011019, 484910212011010, 484910212011013, 484910212031021, 484910208082050, 484910208082025, 484910208082045, 484910211001017, 484910211001007, 484910212033021, 484910208082053, 484910208082055, 484910208132017, 484910208082030, 484910208082043, 484910208081006, 484910208082026, 484910212011017, 484910211002001, 484910210003002, 484910212011018, 484910212031017, 484910208082034, 484910208081005, 484910208082047, 484910208082058, 484910208082029, 484910208132018, 484910208082056, 484910211001066, 484910210003001, 484910210003003, 484910211002009, 484910211002008, 484910212033000, 484910212033001, 484910208082054, 484910208082042, 484910208082052, 484910208082049, 484910208082036, 484910208082044, 484910208082057, 484910208082028, 484910208082059, 484910208081001, 484910208132016, 484910210003004, 484910212011011, 484910208082048, 484910208081011, 484910208082039, 484910208081000, 484910208082027, 484910208082033,

484910208082024, 484910208081021, 484910208082037, 484910208082038, 484910208082031, 484910208082035, 484910208082061

Election Precinct No. 432

Located within Commissioner, Constable, and Justice of the Peace Precinct 4 bounded by and including 12 US 2020 Census Blocks: Voting Precinct 432 had a very low active voter count and so was combined with VP 482. The following are the original census blocks.

484910215103017, 484910215103010, 484910215103005, 484910215103006, 484910215103003, 484910215103009, 484910215103008, 484910215103012, 484910215103011, 484910215103007, 484910215103014, 484910215103016

Election Precinct No. 434

Located within Commissioner, Constable, and Justice of the Peace Precinct 4 bounded by and including 103 US 2020 Census Blocks: The boundary between Voting Precinct 413 and 434 was redrawn to comply with Congressional Redistricting. The following are the original census blocks.

484910209003003, 484910209002019, 484910209002025, 484910209002049, 484910209002046, 484910209001049, 484910209002021, 484910209002048, 484910209002031, 484910209002030, 484910209002038, 484910209002047, 484910209002026, 484910209001014, 484910209002003, 484910209002020, 484910209002023, 484910209002022, 484910209002044, 484910209002029, 484910209003015, 484910209003016, 484910209001044, 484910209002004, 484910209001038, 484910209001036, 484910209001040, 484910209002028, 484910209001060, 484910209002024, 484910209002045, 484910209002027, 484910209001056, 484910209001039, 484910209003120, 484910209001006, 484910209001047, 484910209003039, 484910209001012, 484910209001024, 484910209002005, 484910209002000, 484910209001041, 484910209001027, 484910209003024, 484910209003000, 484910209001045, 484910209003023, 484910209003006, 484910213004067, 484910209001021, 484910209001025, 484910209003009, 484910209001037, 484910209001023, 484910209001054, 484910209001035, 484910209001008, 484910209001050, 484910209001055, 484910209001004, 484910209001010, 484910209001007, 484910209001002, 484910209001015, 484910209001028, 484910209001013, 484910209003001, 484910209001005, 484910209001019, 484910209003007, 484910209001003, 484910209001009, 484910209001011, 484910209001022, 484910209001030, 484910209001052, 484910209001016, 484910209001029, 484910209001051, 484910209001031, 484910209001026, 484910209003008, 484910209001018, 484910209001042, 484910209003004, 484910209003005, 484910209002001, 484910209003040, 484910209001043, 484910209001017, 484910209001046, 484910209003010, 484910209001033, 484910209001020, 484910209001048, 484910209001034, 484910209001032, 484910209003002, 484910212031000, 484910213004118, 484910212031005, 484910212031004

Election Precinct No. 456

Located within Commissioner, Constable, and Justice of the Peace Precinct 4 bounded by and including 175 US 2020 Census Blocks: The boundaries between Voting Precinct 427, 428, 429 and 456 were redrawn to comply with Congressional Redistricting. A portion of VP 456 was used to create the new VP 455. The following are the original census blocks.

484910208081009, 484910210003018, 484910210003014, 484910210003015, 484910210003035, 484910210003036, 484910210003037, 484910210003024, 484910210003008, 484910210003009, 484910210003010, 484910210003006, 484910210002034, 484910210002035, 484910210003017, 484910210002036, 484910210002026, 484910210002055, 484910210002054, 484910210003013, 484910210003041, 484910211001001, 484910210002064, 484910210002009, 484910210001005, 484910210001009, 484910210003012, 484910210003016, 484910210003030, 484910212031022, 484910212033028, 484910210001003, 484910211001027, 484910211001028, 484910211001029, 484910210001020, 484910211001052, 484910211001053, 484910211001054, 484910211001072, 484910210001004, 484910211001026, 484910211001025, 484910211001024, 484910210002057, 484910210003032, 484910211001070, 484910210002022, 484910211001071, 484910210002024, 484910210001019, 484910211001002, 484910210002029, 484910210003028, 484910211001049, 484910210003033, 484910210003023, 484910211001050, 484910210003038, 484910210003027, 484910210003021, 484910210001007, 484910210002056, 484910210003029, 484910210003039, 484910211001000, 484910210003025, 484910210002003, 484910210002053, 484910210002032, 484910211001051, 484910212031012, 484910212031019, 484910210001013, 484910210002021, 484910210003042, 484910210003045, 484910210003019, 484910210003031, 484910210002037, 484910210003034, 484910208081017, 484910210003040, 484910210002025, 484910210001008, 484910211001073, 484910210002027, 484910210002060, 484910210002015, 484910210001002, 484910212031015, 484910212031020, 484910212031011, 484910210001016, 484910210002031, 484910210002012, 484910210002020, 484910210003044, 484910210001017, 484910210002013, 484910210002006, 484910210002005, 484910209003011, 484910212031007, 484910212031008, 484910212031010, 484910208081016, 484910208081002, 484910210001015, 484910210002008, 484910210003020, 484910210001014, 484910210003007, 484910210002052, 484910210003026, 484910210002061, 484910210002014, 484910210002001, 484910210002002, 484910210001018, 484910212031016, 484910208081015, 484910210002016, 484910210002018, 484910210002023, 484910210003005, 484910210001006, 484910210002039, 484910210003000, 484910210002028, 484910210002058, 484910210002041, 484910210002017, 484910210002049, 484910210002047, 484910210002065, 484910209003012, 484910210002010, 484910209001053, 484910210002011, 484910212031009, 484910208081004, 484910208081003, 484910208081007, 484910210002042, 484910210001001, 484910209004005, 484910210003022, 484910210002043, 484910210001000, 484910210002004, 484910210002059, 484910210002048, 484910210002051, 484910209004004, 484910210002007, 484910209003017, 484910210002063, 484910210002030, 484910210002038, 484910212032004, 484910212031001, 484910208081014, 484910210003011, 484910208081013, 484910208081008, 484910208081010, 484910208081018, 484910210002033, 484910209003014, 484910210003043, 484910210002000, 484910210002019, 484910210002062, 484910210002040

Election Precinct No. 482

Located within Commissioner, Constable, and Justice of the Peace Precinct 4 bounded by and including 48 US 2020 Census Blocks: Voting Precinct 432 had a very low active voter count and so was combined with VP 482. The following are the original census blocks.

484910206071000, 484910206072018, 484910206072021, 484910206071011, 484910206071015, 484910206072019, 484910206072007, 484910206071010, 484910206071004, 484910206072012, 484910206071020, 484910206071003, 484910206072016, 484910206072003, 484910206072005, 484910206071006, 484910206071012, 484910206072010, 484910206072020, 484910206071001, 484910206071005, 484910206071008, 484910206071013, 484910206071016, 484910206071002, 484910206041054, 484910206072014, 484910206071017, 484910206071019, 484910206071018, 484910206071009, 484910206041056, 484910206071007, 484910206071014, 484910206072013, 484910206072017, 484910206041058, 484910206072004, 484910206073004, 484910206072015, 484910206072002, 484910206072011, 484910206041052, 484910206041055, 484910206072000, 484910206072001, 484910206072008, 484910206072006

Election Precinct No. 490

Located within Commissioner, Constable, and Justice of the Peace Precinct 4 bounded by and including 80 US 2020 Census Blocks: The boundary between Voting Precinct 422 and 490 was redrawn to comply with Congressional Redistricting. The following are the original census blocks.

484910208161000, 484910208162017, 484910208142000, 484910208101008, 484910208161004, 484910208161003, 484910208163013, 484910208164010, 484910208161002, 484910208163012, 484910208164016, 484910208101006, 484910208164002, 484910208161008, 484910208101013, 484910208141014, 484910208143004, 484910208143006, 484910208164011, 484910208143008, 484910208163006, 484910208141006, 484910208163011, 484910208161007, 484910208164009, 484910208141015, 484910208101015, 484910208143007, 484910208164003, 484910208164017, 484910208163010, 484910208141013, 484910208141012, 484910208161012, 484910208162019, 484910208141018, 484910208161006, 484910208164008, 484910208163007, 484910208164015, 484910208164018, 484910208161011, 484910208161009, 484910208141020, 484910208162024, 484910208161010, 484910208162025, 484910208161005, 484910208164012, 484910208164006, 484910208101002, 484910208143005, 484910208164013, 484910208141016, 484910208162021, 484910208164014, 484910208141019, 484910208162033, 484910208163004, 484910208164007, 484910208164000, 484910208163005, 484910208162031, 484910208164001, 484910208141011, 484910208163008, 484910208101014, 484910208163002, 484910208101007, 484910208163009, 484910208163001, 484910208162020, 484910208162026, 484910208162018, 484910208141017, 484910208163003, 484910208141000, 484910208143003, 484910208162027, 484910208162016

Exhibit C

Adjusted Precincts: New Meets and Bounds

Election Precinct No. 122

Previously located within Commissioner, Constable, and Justice of the Peace Precinct 1: Voting Precinct 122 had a very low active voter count and so was combined with VP 150 which already required a boundary adjustment due to the Congressional Redistricting.

Election Precinct No. 138

Located within Commissioner, Constable, and Justice of the Peace Precinct 1 bounded by and including 35 US 2020 Census Blocks: The boundary between Voting Precinct 138 and 338 was redrawn to comply with Congressional Redistricting.

484910205034035, 484910205132005, 484910205034030, 484910205132023, 484910205132008, 484910205132007, 484910205132010, 484910205131001, 484910205132001, 484910205132000, 484910205132009, 484910205034042, 484910205034034, 484910205034043, 484910205034044, 484910205034033, 484910205131002, 484910205131003, 484910205132006, 484910205034029, 484910205132011, 484910205034045, 484910205132016, 484910205132012, 484910205132021, 484910205034037, 484910205132015, 484910205034036, 484910205132003, 484910205132014, 484910205131000, 484910205132002, 484910205132013, 484910205132022, 484910205132004

Election Precinct No. 139

Located within Commissioner, Constable, and Justice of the Peace Precinct 1 bounded by and including 33 US 2020 Census Blocks: The boundary between Voting Precinct 139 and 149 was redrawn to comply with Congressional Redistricting.

484910215141001, 484910215151013, 484910215142003, 484910215151014, 484910215151003, 484910215151011, 484910215151010, 484910215151009, 484910215151018, 484910215151017, 484910215141003, 484910215151019, 484910215151012, 484910215151016, 484910215142004, 484910215141002, 484910215141005, 484910215142000, 484910215142002, 484910215151005, 484910215151004, 484910215142005, 484910215152001, 484910215151015, 484910215141004, 484910215151001, 484910215151007, 484910215151002, 484910215141000, 484910215151008, 484910215151000, 484910215151006, 484910215142001

Election Precinct No. 146

Located within Commissioner, Constable, and Justice of the Peace Precinct 1 bounded by and including 49 US 2020 Census Blocks: Part of Voting Precinct 146 was combined with part of VP 162 to create the new VP 161 to comply with Congressional Redistricting.

484910204091010, 484910204081003, 484910204081004, 484910204082017, 484910204082023, 484910204082030, 484910204082024, 484910204082031, 484910204082028, 484910204082026, 484910204092015, 484910204091011, 484910204091014, 484910204091035, 484910204091034, 484910204091036, 484910204081023, 484910204092011, 484910204082004, 484910204082006, 484910204082016, 484910204082002, 484910204082000, 484910204082027, 484910204082021, 484910204081022, 484910204091032, 484910204091033, 484910204081006, 484910204082022, 484910204092027, 484910204081005, 484910204082020, 484910204092014, 484910204092012, 484910204082025, 484910204082018, 484910204082019, 484910204081024, 484910204082029, 484910204091037, 484910204082014, 484910204082001, 484910204092013, 484910204082015, 484910204091013, 484910204082005, 484910204091016, 484910204091015

Election Precinct No. 147

Located within Commissioner, Constable, and Justice of the Peace Precinct 1 bounded by and including 69 US 2020 Census Blocks: The boundaries between Voting Precinct 147, 151, and 175 were redrawn to comply with Congressional Redistricting.

484910204081007, 484910204081012, 484910204061008, 484910204081026, 484910204081025, 484910204081011, 484910204053014, 484910204082012, 484910204081013, 484910204081014, 484910204081020, 484910204082010, 484910204052008, 484910204052002, 484910204052010, 484910204061009, 484910204052001, 484910204054000, 484910204052006, 484910204082007, 484910204051000, 484910204081018, 484910204061002, 484910204053009, 484910204052007, 484910204053003, 484910204054004, 484910204081008, 484910204054006, 484910204051003, 484910204053010, 484910204061003, 484910204053012, 484910204062002, 484910204054002, 484910204052004, 484910204062001, 484910204082009, 484910204081019, 484910204062009, 484910204061010, 484910204053002, 484910204054005, 484910204054003, 484910204082003, 484910204052005, 484910204061007, 484910204053011, 484910204052009, 484910204081002, 484910204082013, 484910204061006, 484910204062003, 484910204052003, 484910204051002, 484910204081017, 484910204062004, 484910204081015, 484910204054001, 484910204082011, 484910204081009, 484910204081016, 484910204062000, 484910204061005, 484910204082008, 484910204051001, 484910204081021, 484910204052000, 484910204062005

Election Precinct No. 149

Located within Commissioner, Constable, and Justice of the Peace Precinct 1 bounded by and including 50 US 2020 Census Blocks: The boundary between Voting Precinct 139 and 149 was redrawn to comply with Congressional Redistricting.

484910215131002, 484910215161020, 484910215152023, 484910215161022, 484910215161015, 484910215131007, 484910215131005, 484910215152011, 484910215152010, 484910215161014, 484910215152019, 484910215152020, 484910215152012, 484910215161012, 484910215161010, 484910215152013, 484910215131004, 484910215161007, 484910215161017, 484910215152022, 484910215161008, 484910215152007, 484910215132000, 484910215152006, 484910215161018, 484910215161019, 484910215161016, 484910215161006, 484910215161013, 484910215161005, 484910215131003, 484910215152009, 484910215132001, 484910215161011, 484910215132007, 484910215132004, 484910215132006, 484910215132002, 484910215152008, 484910215131000, 484910215132005, 484910215161004, 484910215161009, 484910215132008, 484910215161003, 484910215131001, 484910215161002, 484910215131006, 484910215161000, 484910215132003

Election Precinct No. 150

Located within Commissioner, Constable, and Justice of the Peace Precinct 1 bounded by and including 148 US 2020 Census Blocks: Voting Precinct 122 had a very low active voter count and so was combined with VP 150 which already required a boundary adjustment with VP 155 to comply with Congressional Redistricting.

484910207041001, 484910207011002, 484910207011009, 484910207011007, 484910207011024, 484910207011020, 484910207011029, 484910207011019, 484910207011021, 484910207011017, 484910207011035, 484910207011025, 484910207011043, 484910207011037, 484910207011032, 484910207011018, 484910207011010, 484910207011030, 484910207011053, 484910207011012, 484910207011075, 484910207012022, 484910207012020, 484910207011069, 484910207011073, 484910207042005, 484910207012010, 484910207012008, 484910207011071, 484910207011070, 484910207011056, 484910207011065, 484910207011055, 484910207012019, 484910207012021, 484910207012006, 484910207011064, 484910215031019, 484910215031028, 484910205032002, 484910205034002, 484910205032005, 484910207011008, 484910207011016, 484910207011022, 484910207011033, 484910206022028, 484910206022026, 484910207011011, 484910207011005, 484910207011028, 484910207011031, 484910207011051, 484910207011050, 484910207011049, 484910206022024, 484910207011027, 484910207011026, 484910207011042, 484910207011039, 484910207011038, 484910207011034, 484910207011036, 484910207011023, 484910207011052, 484910207011014, 484910207011015, 484910207012018, 484910207012023, 484910207011059, 484910207012012, 484910207011072, 484910207012024, 484910207011063, 484910207041002, 484910207041004, 484910207012015, 484910207012013, 484910207011054, 484910207011062, 484910207012014, 484910215031018, 484910205032003, 484910207011044, 484910207011004, 484910207042003, 484910207011074, 484910207042007, 484910207091008, 484910207073013, 484910207012007, 484910207012016, 484910215031027, 484910205032001, 484910205034001, 484910207011003, 484910207012009, 484910207043009, 484910207011061, 484910207011041, 484910207011040, 484910207012017, 484910207041013, 484910207042004, 484910207091005, 484910207091004, 484910207012003, 484910207011047, 484910207043007, 484910207041012, 484910207041009, 484910207041010, 484910207043005, 484910207041006, 484910207041007, 484910215031026, 484910215031024, 484910215031025, 484910205032004, 484910206022025, 484910207011006, 484910207011000, 484910207011013, 484910207041011, 484910207042000, 484910207042001, 484910207043008, 484910207041005, 484910207043003, 484910207011060, 484910205034000, 484910205032000, 484910206022027, 484910207011048, 484910207041008, 484910207042002, 484910207011068, 484910207012002, 484910207012005, 484910207011001, 484910207012004, 484910207042006, 484910207043006, 484910207011058, 484910207041003, 484910207012011, 484910215031023, 484910215031020

Election Precinct No. 151

Located within Commissioner, Constable, and Justice of the Peace Precinct 1 bounded by and including 38 US 2020 Census Blocks: The boundaries between Voting Precinct 147, 151, and 175 were redrawn to comply with Congressional Redistricting.

484910204061001, 484910204092029, 484910204092009, 484910204092019, 484910204092017, 484910204091030, 484910204092026, 484910204092030, 484910204092010, 484910204092016, 484910204092020, 484910204091031, 484910204104002, 484910204104005, 484910204092023, 484910204092022, 484910204092002, 484910204092006, 484910204092018, 484910204092024, 484910204104003, 484910204092028, 484910204092004, 484910204101000, 484910204092021, 484910204092025, 484910204104001, 484910204092008, 484910204101001, 484910204111034, 484910204092001, 484910204092005, 484910204104004, 484910204092003, 484910204104000, 484910204061004, 484910204092007, 484910204091029

Election Precinct No. 155

Located within Commissioner, Constable, and Justice of the Peace Precinct 1 bounded by and including 71 US 2020 Census Blocks: The boundaries between Voting Precinct 150 and 155 were redrawn to comply with Congressional Redistricting.

484910207093000, 484910207093005, 484910207102035, 484910207102026, 484910207102034, 484910207102031, 484910207093006, 484910207102030, 484910207092010, 484910207092005, 484910207102024, 484910207102013, 484910207102012, 484910207102021, 484910207102029, 484910207093004, 484910207102007, 484910207093002, 484910207102022, 484910207102032, 484910207102005, 484910207011076, 484910207092007, 484910207092001, 484910207102008, 484910207093001, 484910207092004, 484910207102025, 484910207092003, 484910207092012, 484910207092006, 484910207102033, 484910207092013, 484910207102020, 484910207102028, 484910207091000, 484910207091010, 484910207102019, 484910207102011, 484910207092008, 484910207092011, 484910207092009, 484910207102027, 484910207091006, 484910207091003, 484910207102010, 484910207091002, 484910207102002, 484910207102015, 484910207102016, 484910207092000, 484910207102017, 484910207011077, 484910207091001, 484910207091009, 484910207091012, 484910207102000, 484910207102006, 484910207102001, 484910207102023, 484910207092002, 484910207092014, 484910207091011, 484910207102004, 484910207102018, 484910207102009, 484910207102014, 484910207102003, 484910207091007, 484910207091014, 484910207093003

Election Precinct No. 162

Located within Commissioner, Constable, and Justice of the Peace Precinct 1 bounded by and including 65 US 2020 Census Blocks: Part of Voting Precinct 146 was combined with part of VP 162 to create the new VP 161 to comply with Congressional Redistricting.

484910204111001, 484910204112014, 484910204112019, 484910204112013, 484910204112016, 484910204112003, 484910204113000, 484910204113005, 484910204113012, 484910204112004, 484910204113003, 484910204113002, 484910204113011, 484910204113004, 484910204113009, 484910204111032, 484910204103008, 484910204103010, 484910204102002, 484910204103002, 484910204103013, 484910204111035, 484910204113008, 484910204111028, 484910204111025, 484910204113007, 484910204103001, 484910204103000, 484910204103009, 484910204103014, 484910204102001, 484910204112008, 484910204112009, 484910204112007, 484910204102005, 484910204103006, 484910204112001, 484910204113010, 484910204111027, 484910204112015, 484910204113006, 484910204103012, 484910204112021, 484910204103007, 484910204112006, 484910204111004, 484910204111003, 484910204111030, 484910204111029, 484910204112024, 484910204111022, 484910204111026, 484910204102004, 484910204112011, 484910204112020, 484910204111000, 484910204112010, 484910204111031, 484910204103011, 484910204102000, 484910204112002, 484910204113001, 484910204112005, 484910204112012, 484910204112000

Election Precinct No. 175

Located within Commissioner, Constable, and Justice of the Peace Precinct 1 bounded by and including 59 US 2020 Census Blocks: The boundaries between Voting Precinct 147, 151, and 175 were redrawn to comply with Congressional Redistricting.

484910204102010, 484910204054013, 484910204054015, 484910204054016, 484910204054014, 484910204054011, 484910204063004, 484910204102006, 484910204102008, 484910204102016, 484910204102009, 484910204111033, 484910204112023, 484910204054019, 484910204103003, 484910204054023, 484910204102018, 484910204102015, 484910204054020, 484910204054021, 484910204054024, 484910204062008, 484910204103004, 484910204101002, 484910204054008, 484910204101007, 484910204102003, 484910204103005, 484910204063007, 484910204063001, 484910204102012, 484910204063000, 484910204102011, 484910204112017, 484910204062007, 484910204054022, 484910204103015, 484910204063002, 484910204101005, 484910204054018, 484910204063006, 484910204102014, 484910204063005, 484910204054007, 484910204101004, 484910204112022, 484910204101003, 484910204054010, 484910204054009, 484910204101006, 484910204054017, 484910204112018, 484910204062006, 484910204054012, 484910204102007, 484910204063003, 484910204102017, 484910204102013, 484910204102019

Election Precinct No. 250

Located within Commissioner, Constable, and Justice of the Peace Precinct 2 bounded by and including 57 US 2020 Census Blocks: The boundaries between Voting Precinct 250 and 252 were redrawn to comply with Congressional Redistricting.

484910203401001, 484910201242018, 484910201243032, 484910203401019, 484910203401007, 484910203401005, 484910201243048, 484910203292091, 484910203401004, 484910201243049, 484910201243028, 484910201243025, 484910201242017, 484910203292092, 484910203292097, 484910203401049, 484910201243014, 484910201243029, 484910203401048, 484910203292090, 484910203401010, 484910203401000, 484910203292098, 484910203292000, 484910203401013, 484910203401008, 484910201242015, 484910201243027, 484910203401055, 484910203401011, 484910203401012, 484910201242016, 484910201243047, 484910201243031, 484910201243026, 484910201243024, 484910201242022, 484910203292089, 484910203292088, 484910203292001, 484910203401053, 484910203401002, 484910203401009, 484910201242014, 484910201243050, 484910201243023, 484910203401014, 484910203401054, 484910203401056, 484910203401047, 484910201242013, 484910201243042, 484910201242021, 484910203401046, 484910203292096, 484910201242012, 484910203292002

Election Precinct No. 252

Located within Commissioner, Constable, and Justice of the Peace Precinct 2 bounded by and including 58 US 2020 Census Blocks: The boundaries between Voting Precinct 252 and 250 and VP 252 and 331 were redrawn to comply with Congressional Redistricting.

484910203194007, 484910203194009, 484910203391004, 484910203391005, 484910203513000, 484910203101005, 484910203194026, 484910203194002, 484910203194016, 484910203194021, 484910203101000, 484910203391011, 484910203194008, 484910203194003, 484910203194028, 484910203194014, 484910203194004, 484910203194015, 484910203194027, 484910203194029, 484910203101004, 484910203194022, 484910203101009, 484910203194000, 484910203194024, 484910203194017, 484910203194019, 484910203194006, 484910203391013, 484910203391010, 484910203391012, 484910203391007, 484910203194005, 484910203194011, 484910203194010, 484910203194020, 484910203194025, 484910203391008, 484910203101010, 484910203194018, 484910203194013, 484910203194023, 484910203101008, 484910203401051, 484910203391001, 484910203101001, 484910201242023, 484910203194012, 484910203391009, 484910203194001, 484910203513001, 484910203101006, 484910203101007, 484910203101003, 484910203101002, 484910203391003, 484910203391000, 484910203391006

Election Precinct No. 259

Located within Commissioner, Constable, and Justice of the Peace Precinct 2 bounded by and including 17 US 2020 Census Blocks: A portion of Voting Precinct 259 was split off to become new VP 260 to comply with Congressional Redistricting.

484910203391015, 484910203391019, 484910203391022, 484910203391023, 484910203391025, 484910203391020, 484910203391021, 484910203401070, 484910203391002, 484910203391017, 484910203391016, 484910203391026, 484910203401050, 484910203401052, 484910203391024, 484910203391014, 484910203391018

Election Precinct No. 262

Located within Commissioner, Constable, and Justice of the Peace Precinct 2 bounded by and including 49 US 2020 Census Blocks: A portion of Voting Precinct 262 was split off to become new VP 265 to comply with Congressional Redistricting.

484910203411003, 484910203401078, 484910203411020, 484910203401073, 484910203401075, 484910203401076, 484910203401072, 484910203401074, 484910203411022, 484910203401080, 484910203411021, 484910203411016, 484910203401082, 484910203401068, 484910203401067, 484910203401066, 484910203411014, 484910203411004, 484910203411013, 484910203411028, 484910203411029, 484910203411019, 484910203411024, 484910203411033, 484910203411031, 484910203411030, 484910203411032, 484910203411027, 484910203411006, 484910203411007, 484910203411015, 484910203411034, 484910203411017, 484910203411025, 484910203401079, 484910203401071, 484910203411011, 484910203411001, 484910203411000, 484910203411002, 484910203411026, 484910203411008, 484910203411012, 484910203411018, 484910203411023, 484910203401077, 484910203411005, 484910203411009, 484910203411010

Election Precinct No. 302

Located within Commissioner, Constable, and Justice of the Peace Precinct 3 bounded by and including 27 US 2020 Census Blocks: A portion of Voting Precinct 332 was combined with VP 302 to comply with Congressional Redistricting.

484910203101023, 484910203101021, 484910203101031, 484910203101022, 484910203101026, 484910203101062, 484910203101030, 484910203101028, 484910203101035, 484910203101033, 484910203101061, 484910203101036, 484910203101055, 484910203101029, 484910203101032, 484910203101034, 484910203101060, 484910203101056, 484910203101025, 484910203101054, 484910203101058, 484910203101027, 484910203101059, 484910203101046, 484910203101057, 484910203101024, 484910203101037

Election Precinct No. 331

Located within Commissioner, Constable, and Justice of the Peace Precinct 3 bounded by and including 10 US 2020 Census Blocks: The boundary between Voting Precinct 331 and 332 was redrawn and a portion was split off to create the new VP 330 to comply with Congressional Redistricting.

484910203101019, 484910203101018, 484910203101014, 484910203101015, 484910203101012, 484910203101017, 484910203101016, 484910203101020, 484910203101013, 484910203101011

Election Precinct No. 332

Located within Commissioner, Constable, and Justice of the Peace Precinct 3 bounded by and including 67 US 2020 Census Blocks in their entirety and portions of two others: The boundaries between Voting Precinct 332 and 331 and VP 332 and 302 were redrawn to comply with Congressional Redistricting.

484910206041030, 484910206041041, 484910206043036, 484910206043037, 484910215103004, 484910206043022, 484910206043013, 484910206043016, 484910206043056, 484910206043060, 484910206041038, 484910206043030, 484910206043054, 484910206043012, 484910206043044, 484910206043021, 484910206043017, 484910206043020, 484910206043031, 484910206043027, 484910206043003, 484910206043059, 484910206043018, 484910206043034, 484910206043004, 484910206043057, 484910206043058, 484910206043007, 484910206043055, 484910206043028, 484910206043053, 484910206043026, 484910206043009, 484910206043035, 484910206043029, 484910206043033, 484910206041035, 484910206041057, 484910206043014, 484910206043001, 484910206043032, 484910206041048, 484910206043005, 484910206043015, 484910206041053, 484910206043024, 484910206041043, 484910206043019, 484910206041032, 484910206041039, 484910206043023, 484910206041044, 484910206043025, 484910206043008, 484910206041040, 484910206041031, 484910206041034, 484910206041036, 484910206041045, 484910206091009, 484910206041033, 484910206043010, 484910206091010, 484910206043000, 484910206041059, 484910206041037, 484910206041042 and Census Blocks 484910206092000 and 484910206091000 were split using the southern boundary of the following 8 Williamson Central Appraisal District (WCAD) parcel boundary R048280, R305326, R316634, R584260, R048283, R584259, R048278, R573262

Election Precinct No. 338

Located within Commissioner, Constable, and Justice of the Peace Precinct 3 bounded by and including 61 US 2020 Census Blocks: The boundary between Voting Precinct 138 and 338 was redrawn to comply with Congressional Redistricting.

484910205034022, 484910205034007, 484910205034041, 484910205034027, 484910205034031, 484910205034009, 484910205034020, 484910205034013, 484910205031015, 484910205034011, 484910205034032, 484910205031002, 484910205031005, 484910205031009, 484910205034014, 484910205034018, 484910205034012, 484910205033018, 484910205033029, 484910205034046, 484910205034005, 484910205031003, 484910205034015, 484910205032011, 484910205031000, 484910205031014, 484910205032015, 484910205032006, 484910205034026, 484910205031013, 484910205031007, 484910205031010, 484910205032019, 484910205031006, 484910205032020, 484910205031016, 484910205031012, 484910205032010, 484910205034010, 484910205032021, 484910205031008, 484910205031004, 484910205031011, 484910205032007, 484910205034016, 484910205034006, 484910205032017, 484910205032018, 484910205032012, 484910205034019, 484910205032009, 484910205033028, 484910205032016, 484910205034021, 484910205032008, 484910205031001, 484910205033027, 484910205032013, 484910205032014, 484910205034008, 484910205034017

Election Precinct No. 403

Located within Commissioner, Constable, and Justice of the Peace Precinct 4 bounded by and including 5 US 2020 Census Blocks: The boundary between Voting Precinct 403 and 405 was redrawn to comply with Congressional Redistricting.

484910208191018, 484910208191017, 484910208191011, 484910208191009, 484910208191010

Election Precinct No. 405

Located within Commissioner, Constable, and Justice of the Peace Precinct 4 bounded by and including 111 US 2020 Census Blocks: The boundary between Voting Precinct 403 and 405 was redrawn to comply with Congressional Redistricting.

484910208131019, 484910208132073, 484910208131026, 484910208132063, 484910208132057, 484910208122026, 484910208131028, 484910208123013, 484910208123014, 484910208172015, 484910208131061, 484910208132066, 484910208122024, 484910208131053, 484910208132056, 484910208132047, 484910208131034, 484910208131045, 484910208131011, 484910208131039, 484910208131020, 484910208131050, 484910208131056, 484910208131001, 484910208131040, 484910208131014, 484910208131048, 484910208131049, 484910208131057, 484910208131031, 484910208131030, 484910208172029, 484910208131035, 484910208131037, 484910208131047, 484910208131021, 484910208131058, 484910208131059, 484910208131027, 484910208132055, 484910208122025, 484910208131003, 484910208131052, 484910208131038, 484910208131029, 484910208172020, 484910208132071, 484910208123016, 484910208131033, 484910208131036, 484910208131046, 484910208131024, 484910208131032, 484910208132067, 484910208132064, 484910208131051, 484910208131054, 484910208131055, 484910208132045, 484910208132054, 484910208131012, 484910208132078, 484910208132044, 484910208132070, 484910208131042, 484910208172022, 484910208132048, 484910208132051, 484910208131022, 484910208131060, 484910208131018, 484910208131013, 484910208132058, 484910208131004, 484910208132068, 484910208131015, 484910208131023, 484910208132061, 484910208131016, 484910208172012, 484910208132065, 484910208131006, 484910208132062, 484910208131009, 484910208132069, 484910208172013, 484910208123011, 484910208172021, 484910208131041, 484910208131007, 484910208172018, 484910208172017, 484910208172023, 484910208172019, 484910208172001, 484910208131017, 484910208131010, 484910208132060, 484910208172027, 484910208172014, 484910208132046, 484910208131043, 484910208131025, 484910208132080, 484910208172024, 484910208131008, 484910208131044, 484910208172016, 484910208132053, 484910208131005, 484910208172026

Election Precinct No. 413

Located within Commissioner, Constable, and Justice of the Peace Precinct 4 bounded by and including 314 US 2020 Census Blocks: The boundary between Voting Precinct 413 and 434 was redrawn to comply with Congressional Redistricting.

484910209003049, 484910208081027, 484910209004065, 484910209003015, 484910209003073, 484910209002049, 484910209003013, 484910209004061, 484910209004119, 484910209002029, 484910210002066, 484910209004060, 484910209004044, 484910209004057, 484910209003105, 484910209002019, 484910209002042, 484910209002003, 484910209002048, 484910209002025, 484910209002033, 484910209002041, 484910209002012, 484910209003064, 484910209004058, 484910209004066, 484910209003037, 484910209004041, 484910209004038, 484910209004077, 484910209004036, 484910209002031, 484910209002032, 484910209002034, 484910209002013, 484910209002011, 484910209002039, 484910209002040, 484910209002047, 484910209002026, 484910209004128, 484910209002035, 484910209003034, 484910209004033, 484910209004035, 484910209004037, 484910209004034, 484910209002028, 484910209004040, 484910209004067, 484910209002046, 484910209002014, 484910209002036, 484910209004127, 484910209002021, 484910209004046, 484910209002030, 484910209002038, 484910209002017, 484910209002018, 484910209002023, 484910209002044, 484910209002015, 484910209004109, 484910209004003, 484910209002022, 484910209002037, 484910209003119, 484910209002024, 484910209004059, 484910209002008, 484910209002020, 484910208081037, 484910209004110, 484910209004111, 484910209003035, 484910209002002, 484910209002016, 484910209003028, 484910209002043, 484910209003044, 484910209004039, 484910209002007, 484910209003093, 484910209004075, 484910209004129, 484910209003118, 484910209004125, 484910209004126, 484910209004063, 484910209003021, 484910209003042, 484910209004073, 484910209003020, 484910209003016, 484910209002006, 484910209003036, 484910209004016, 484910209003019, 484910209003018, 484910208081035, 484910208081038, 484910209004055, 484910209004123, 484910209003102, 484910209003095, 484910209003084, 484910209004115, 484910209003022, 484910209004031, 484910209002004, 484910209004107, 484910209004007, 484910209004027, 484910209004084, 484910209003033, 484910209004104, 484910209003032, 484910209002045, 484910209004056, 484910209004054, 484910209004062, 484910209003038, 484910208081036, 484910209004083, 484910209004121, 484910209004120, 484910209004026, 484910209004020, 484910209004071, 484910209004064, 484910209004072, 484910209004131, 484910209004001, 484910209004028, 484910209004099, 484910209003085, 484910209004032, 484910209002005, 484910209002000, 484910209004053, 484910209004052, 484910209003079, 484910209003090, 484910209004096, 484910209003024, 484910209004076, 484910209002010, 484910209002027, 484910209004112, 484910209003023, 484910209004048, 484910209003092, 484910209003089, 484910209004029, 484910210002046, 484910208081024, 484910208081030, 484910208081019, 484910208081033, 484910208081032, 484910208081034, 484910208081040, 484910208081031, 484910208081041, 484910208081020, 484910208081029, 484910209004043, 484910209003075, 484910209003100, 484910209004088, 484910209004085, 484910209003114, 484910209003116, 484910209004090, 484910209004124, 484910209003009, 484910210002045, 484910209004011, 484910209004030, 484910209004132, 484910209003058, 484910209004070, 484910209003051, 484910209004022, 484910209004042, 484910209004047, 484910209003106, 484910209004002, 484910209003045, 484910209004074, 484910209003047, 484910209003048, 484910209004092, 484910209003059, 484910209003111, 484910209004049, 484910209004079, 484910209004019, 484910209003039, 484910209004021, 484910209004045, 484910209003029, 484910209003096, 484910209003091, 484910209004094, 484910209003113, 484910209004091, 484910209004122, 484910209004081,

484910209004116, 484910209004118, 484910209003080, 484910209003098, 484910209003094, 484910209003104, 484910209003112, 484910209003110, 484910209003117, 484910209003101, 484910209003108, 484910209004069, 484910209003008, 484910209002050, 484910209004006, 484910209004012, 484910209004025, 484910209004009, 484910209004024, 484910209004013, 484910209004105, 484910209004100, 484910209003097, 484910209003103, 484910209004087, 484910209003115, 484910209004117, 484910209003109, 484910209004089, 484910209002009, 484910209003062, 484910209003053, 484910209003099, 484910209003063, 484910209004000, 484910209004017, 484910209004080, 484910209004050, 484910209003074, 484910210002044, 484910209004008, 484910209003054, 484910209003050, 484910209003027, 484910209003052, 484910209003056, 484910209003078, 484910209003082, 484910209003083, 484910209003005, 484910209003088, 484910209004051, 484910209004098, 484910209004095, 484910209004106, 484910209002001, 484910209004108, 484910209003040, 484910209004101, 484910209003081, 484910209003077, 484910209003010, 484910209003025, 484910209003026, 484910209003068, 484910209003065, 484910209003061, 484910209003060, 484910209003055, 484910209003069, 484910209003072, 484910209004086, 484910209003070, 484910209004113, 484910209004068, 484910209004093, 484910209003031, 484910209004018, 484910209004023, 484910209004078, 484910210002050, 484910209003043, 484910209003030, 484910209003046, 484910209003071, 484910209004015, 484910209004014, 484910209003066, 484910209003057, 484910209004114, 484910209003067, 484910209004102, 484910209004097, 484910209003107, 484910209004130, 484910209003006, 484910209003086, 484910209004010, 484910209004103, 484910209003041, 484910209003076, 484910209003087, 484910208081025, 484910209004082

Election Precinct No. 422

Located within Commissioner, Constable, and Justice of the Peace Precinct 4 bounded by and including 72 US 2020 Census Blocks: The boundary between Voting Precinct 422 and 490 was redrawn to comply with Congressional Redistricting.

484910208172035, 484910208162005, 484910208162004, 484910208171016, 484910208172032, 484910208172034, 484910208172033, 484910208172030, 484910208182015, 484910208171017, 484910208162025, 484910208172047, 484910208171018, 484910208171021, 484910208171004, 484910208172028, 484910208171007, 484910208182002, 484910208182001, 484910208172038, 484910208172044, 484910208171008, 484910208171019, 484910208171020, 484910208172048, 484910208182012, 484910208182013, 484910208172052, 484910208172036, 484910208182011, 484910208171009, 484910208171010, 484910208171005, 484910208172011, 484910208171013, 484910208172045, 484910208182023, 484910208172043, 484910208172051, 484910208172046, 484910208172008, 484910208172007, 484910208171011, 484910208162024, 484910208171014, 484910208171012, 484910208172050, 484910208172031, 484910208172040, 484910208172005, 484910208172009, 484910208172004, 484910208162026, 484910208172039, 484910208172041, 484910208172037, 484910208182014, 484910208172049, 484910208171006, 484910208171015, 484910208171002, 484910208172010, 484910208171003, 484910208171000, 484910208171001, 484910208172042, 484910208172006, 484910208172025, 484910208162027, 484910208182000, 484910208182010, 484910208162003

Election Precinct No. 427

Previously located within Commissioner, Constable, and Justice of the Peace Precinct 4: The boundaries between Voting Precinct 427, 428, 429 and 456 were redrawn to comply with Congressional Redistricting. A portion of VP 427 was used to create the new VP 455 and the remainder was merged into VP 429.

Election Precinct No. 428

Previously located within Commissioner, Constable, and Justice of the Peace Precinct 4: The boundaries between Voting Precinct 427, 428, 429 and 456 were redrawn to comply with Congressional Redistricting. A portion of VP 428 was used to create the new VP 455 and the remainder was merged into VP 429.

Election Precinct No. 429

Located within Commissioner, Constable, and Justice of the Peace Precinct 4 bounded by and including 143 US 2020 Census Blocks: The boundaries between Voting Precinct 427, 428, 429 and 456 were redrawn to comply with Congressional Redistricting. A portion of VP 429 was used to create the new VP 455, a portion went to VP 456 and the remainder of VP 427 and 428 were merged into the new boundaries of VP 429.

484910208082040, 484910210001012, 484910212011020, 484910212011023, 484910210001011, 484910210001010, 484910210001005, 484910210001009, 484910212033009, 484910212033010, 484910212012021, 484910212033007, 484910212033006, 484910212033005, 484910212031022, 484910212031014, 484910212033023, 484910212033028, 484910208082046, 484910208082060, 484910209001058, 484910211002005, 484910211001000, 484910212011002, 484910212011003, 484910212011007, 484910212011005, 484910212021008, 484910212033008, 484910212012017, 484910212021010, 484910212021006, 484910212012024, 484910212012022, 484910212012026, 484910212031012, 484910212031019, 484910212031018, 484910212021026, 484910212012025, 484910212011012, 484910211002004, 484910212011021, 484910212011024, 484910212021033, 484910212021012, 484910212021009, 484910212021013, 484910212021014, 484910212021023, 484910212031013, 484910212021005, 484910212021018, 484910208082041, 484910212011019, 484910212011010, 484910212011013, 484910212021003, 484910212021004, 484910212031021, 484910212021017, 484910212021032, 484910212021016, 484910212031015, 484910212031020, 484910212021001, 484910212031011, 484910212021011, 484910208082025, 484910208082045, 484910212011006, 484910212011004, 484910212011009, 484910212011008, 484910212011014, 484910212021025, 484910212021021, 484910212021027, 484910212031007, 484910212031008, 484910212031010, 484910212021022, 484910212021015, 484910208082014, 484910208132017, 484910208082030, 484910208082043, 484910208082026, 484910212011017, 484910212011018, 484910212031016, 484910212021019, 484910212031017, 484910212021002, 484910208082034, 484910208082047, 484910208082058, 484910208082029, 484910208132018, 484910210001006, 484910209003012, 484910209001053, 484910212011022, 484910212031009, 484910212021028, 484910208082042, 484910208082017, 484910208082036, 484910208082044, 484910208082057, 484910208082018, 484910208082028, 484910208082059, 484910208132016, 484910208082013, 484910209001057, 484910212011015, 484910211002006, 484910212011000, 484910209001059, 484910212011011, 484910212021007, 484910212021000, 484910212021020, 484910212031003, 484910212031001, 484910208082039, 484910208082016, 484910208082019, 484910208082027, 484910208082033, 484910208082024, 484910208082007, 484910208082037, 484910208082006, 484910208082038, 484910208082031, 484910208082035, 484910208082012, 484910208082015, 484910212011001, 484910212031006, 484910212031002

Election Precinct No. 432

Previously located within Commissioner, Constable, and Justice of the Peace Precinct 4: Voting Precinct 432 had a very low active voter count and so was combined with VP 482.

Election Precinct No. 434

Located within Commissioner, Constable, and Justice of the Peace Precinct 4 bounded by and including 67 US 2020 Census Blocks: The boundary between Voting Precinct 413 and 434 was redrawn to comply with Congressional Redistricting.

484910209003003, 484910209001049, 484910209001038, 484910209001014, 484910209001060, 484910209001044, 484910209001027, 484910209001036, 484910209001040, 484910212031005, 484910209001037, 484910209001007, 484910209001047, 484910209001024, 484910209001017, 484910209001056, 484910209001039, 484910213004067, 484910213004118, 484910209001021, 484910209001025, 484910209003120, 484910209001006, 484910209001023, 484910209001054, 484910209001035, 484910209001008, 484910209001050, 484910209001055, 484910209001004, 484910209001010, 484910209001002, 484910209001015, 484910209001028, 484910209001013, 484910209003001, 484910209001005, 484910209001019, 484910209003007, 484910209001003, 484910209001012, 484910209001009, 484910209001011, 484910209001022, 484910209001030, 484910209001052, 484910209001016, 484910209001029, 484910209001051, 484910209001031, 484910209001026, 484910209001018, 484910209001042, 484910209001041, 484910209003004, 484910209001043, 484910209003000, 484910209001046, 484910209001045, 484910209001033, 484910209001020, 484910209001048, 484910209001034, 484910209001032, 484910209003002, 484910212031000, 484910212031004

Election Precinct No. 456

Located within Commissioner, Constable, and Justice of the Peace Precinct 4 bounded by and including 168 US 2020 Census Blocks: The boundaries between Voting Precinct 427, 428, 429 and 456 were redrawn to comply with Congressional Redistricting. A portion of VP 456 was used to create the new VP 455.

484910208081009, 484910210003011, 484910210003018, 484910210003014, 484910210003015, 484910210003035, 484910210003036, 484910210003037, 484910210003024, 484910211001075, 484910210003008, 484910210003009, 484910210003010, 484910210003006, 484910210002034, 484910210002035, 484910210003017, 484910211001067, 484910210002036, 484910210002026, 484910210002055, 484910210002054, 484910210003013, 484910210003041, 484910210002064, 484910210002009, 484910210003012, 484910210003016, 484910210003030, 484910208082051, 484910211001072, 484910211002007, 484910210002057, 484910210003032, 484910211001070, 484910211001069, 484910211001068, 484910211001065, 484910210002022, 484910211001071, 484910210002024, 484910210002029, 484910210003028, 484910210003033, 484910210003023, 484910210003038, 484910210003027, 484910210003021, 484910210001007, 484910210002056, 484910210003029, 484910210003039, 484910210003025, 484910210002003, 484910210002053, 484910210002032, 484910208081012, 484910210001013, 484910210002021, 484910210003042, 484910210003045, 484910210003019, 484910210003031, 484910210002037, 484910210003034, 484910208081017, 484910210003040, 484910210002025, 484910210001008, 484910211001073, 484910210002027, 484910210002060, 484910210002015, 484910211002038, 484910210001002, 484910208082050, 484910210001016, 484910210002031, 484910210002012, 484910210002020, 484910210003044, 484910210001017, 484910210002013, 484910210002006, 484910210002005, 484910209003011, 484910208082053, 484910208082055, 484910208081006, 484910208081016, 484910208081002, 484910210001015, 484910210002008, 484910210003020, 484910210001014, 484910210003007, 484910210002052, 484910210003026, 484910210003002, 484910210002061, 484910210002014, 484910210002001, 484910210002002, 484910210001018, 484910208081005, 484910208081015, 484910208082056, 484910210002016, 484910210002018, 484910211001066, 484910210002023, 484910210003001, 484910210003005, 484910210002039, 484910210003000, 484910210002028, 484910210002058, 484910210003003, 484910210002041, 484910211002009, 484910211002008, 484910210002017, 484910210002049, 484910210002047, 484910210002065, 484910210002010, 484910210002011, 484910208081004, 484910208082054, 484910208082052, 484910208081003, 484910208082049, 484910208081007, 484910208081001, 484910210002042, 484910210001001, 484910209004005, 484910210003022, 484910210002043, 484910210001000, 484910210002004, 484910210003004, 484910210002059, 484910210002048, 484910210002051, 484910209004004, 484910210002007, 484910209003017, 484910210002063, 484910210002030, 484910210002038, 484910208082048, 484910208081011, 484910208081014, 484910208081000, 484910208081013, 484910208081021, 484910208081008, 484910208081010, 484910208081018, 484910208082061, 484910210002033, 484910209003014, 484910210003043, 484910210002000, 484910210002019, 484910210002062, 484910210002040

Election Precinct No. 482

Located within Commissioner, Constable, and Justice of the Peace Precinct 4 bounded by and including 60 US 2020 Census Blocks: Voting Precinct 432 had a very low active voter count and so was combined with VP 482.

484910206071000, 484910215103005, 484910215103010, 484910206072011, 484910206072018, 484910206071011, 484910215103006, 484910206072019, 484910206072021, 484910206072007, 484910206071010, 484910206071004, 484910206071015, 484910206041054, 484910206071020, 484910206071003, 484910206071006, 484910206072012, 484910206072010, 484910215103009, 484910206072020, 484910206072016, 484910206072003, 484910206072005, 484910206071005, 484910206071012, 484910206071002, 484910206073004, 484910215103008, 484910215103016, 484910215103003, 484910206071001, 484910206071019, 484910206071008, 484910206071013, 484910206071018, 484910206071016, 484910206071009, 484910206071007, 484910206072014, 484910206072017, 484910206071017, 484910206041058, 484910206071014, 484910206072013, 484910206072000, 484910206041056, 484910215103007, 484910206072004, 484910206072015, 484910206072002, 484910215103014, 484910215103012, 484910215103011, 484910206041052, 484910206041055, 484910206072001, 484910206072008, 484910206072006, 484910215103017

Election Precinct No. 490

Located within Commissioner, Constable, and Justice of the Peace Precinct 4 bounded by and including 76 US 2020 Census Blocks: The boundary between Voting Precinct 422 and 490 was redrawn to comply with Congressional Redistricting.

484910208161000, 484910208162017, 484910208142000, 484910208162019, 484910208101008, 484910208161004, 484910208163012, 484910208101006, 484910208161003, 484910208101013, 484910208163013, 484910208161002, 484910208163006, 484910208141006, 484910208164016, 484910208164002, 484910208101015, 484910208161008, 484910208164010, 484910208163007, 484910208164011, 484910208163011, 484910208161007, 484910208164009, 484910208141015, 484910208162021, 484910208164003, 484910208161006, 484910208163010, 484910208164008, 484910208141014, 484910208143004, 484910208143006, 484910208143008, 484910208143007, 484910208164017, 484910208141013, 484910208141012, 484910208161012, 484910208143005, 484910208161011, 484910208161009, 484910208141020, 484910208141018, 484910208164012, 484910208101002, 484910208164013, 484910208164015, 484910208164018, 484910208141016, 484910208161010, 484910208164014, 484910208161005, 484910208141011, 484910208164006, 484910208163008, 484910208163002, 484910208101007, 484910208163009, 484910208141019, 484910208162033, 484910208164000, 484910208162020, 484910208162031, 484910208164001, 484910208101014, 484910208163001, 484910208163004, 484910208164007, 484910208163005, 484910208141017, 484910208163003, 484910208141000, 484910208143003, 484910208162018, 484910208162016

Exhibit D

New Precincts

Election Precinct No. 161

Located within Commissioner, Constable, and Justice of the Peace Precinct 1 bounded by and including 45 US 2020 Census Blocks: New Voting Precinct 161 was created from a portion of VP 146 and 162 to comply with Congressional Redistricting.

484910204091001, 484910204091024, 484910204091023, 484910204091017, 484910204091006, 484910204091019, 484910204091025, 484910204091021, 484910204091028, 484910204111015, 484910204111014, 484910204091018, 484910204091026, 484910204091027, 484910204061000, 484910204091020, 484910204111017, 484910204111012, 484910204111010, 484910204111023, 484910204111006, 484910204111002, 484910204111021, 484910204111024, 484910204111011, 484910204111008, 484910204092000, 484910204091008, 484910204111016, 484910204111007, 484910204091005, 484910204111009, 484910204091002, 484910204111013, 484910204111019, 484910204091007, 484910204091009, 484910204111020, 484910204111005, 484910204111018, 484910204091003, 484910204091000, 484910204091004, 484910204091022, 484910204091038

Election Precinct No. 260

Located within Commissioner, Constable, and Justice of the Peace Precinct 2 bounded by and including 16 US 2020 Census Blocks: New Voting Precinct 260 was created from a portion of VP 259 to comply with Congressional Redistricting.

484910203401028, 484910203401081, 484910203401031, 484910203401043, 484910203401045, 484910203401044, 484910203401030, 484910203401024, 484910203401041, 484910203401035, 484910203401029, 484910203401037, 484910203401039, 484910203401042, 484910203401040, 484910203401057

Election Precinct No. 265

Located within Commissioner, Constable, and Justice of the Peace Precinct 2 bounded by and including 10 US 2020 Census Blocks: New Voting Precinct 265 was created from a portion of VP 262 to comply with Congressional Redistricting.

484910203401064, 484910203401069, 484910203401065, 484910203401062, 484910203401061, 484910203401058, 484910203401060, 484910203401059, 484910203401063, 484910203401083

Election Precinct No. 330

Located within Commissioner, Constable, and Justice of the Peace Precinct 3 bounded by and including 11 US 2020 Census Blocks: New Voting Precinct 330 was created from a portion of VP 331 to comply with Congressional Redistricting.

484910206043048, 484910206043011, 484910206043051, 484910206043045, 484910206043049, 484910206043052, 484910206043046, 484910206043050, 484910206043047, 484910206043006, 484910206043002

Election Precinct No. 455

Located within Commissioner, Constable, and Justice of the Peace Precinct 4 bounded by and including 215 US 2020 Census Blocks: New Voting Precinct 455 was created from a portion of VP 427, 428, 429, and 456 to comply with Congressional Redistricting.

484910212032004, 484910211001019, 484910211001034, 484910211001045, 484910211001041, 484910211002031, 484910211002030, 484910211002035, 484910211002036, 484910211001044, 484910211002026, 484910211001060, 484910211001018, 484910211001035, 484910211001043, 484910211001059, 484910211001063, 484910211002028, 484910211002033, 484910211002002, 484910211001001, 484910211001005, 484910211002032, 484910211001074, 484910211001004, 484910211002029, 484910211002034, 484910211001016, 484910211001042, 484910211002027, 484910212022037, 484910212012014, 484910212033002, 484910212033016, 484910212033012, 484910212033026, 484910212022024, 484910212033004, 484910212022026, 484910212022025, 484910212022027, 484910212022028, 484910212033003, 484910212022038, 484910212012018, 484910212033013, 484910212033015, 484910212033017, 484910212012019, 484910212033022, 484910212033029, 484910212033014, 484910212033020, 484910212022019, 484910212033025, 484910212022017, 484910212022001, 484910212022002, 484910212022022, 484910212022023, 484910212012006, 484910212022021, 484910212033019, 484910211002019, 484910211002017, 484910211001022, 484910211002015, 484910211002014, 484910211001020, 484910210001003, 484910211001027, 484910211001028, 484910211001029, 484910211001032, 484910211001033, 484910211001037, 484910211001038, 484910211001047, 484910211001046, 484910210001020, 484910211001052, 484910211001053, 484910211001039, 484910211001054, 484910211001055, 484910211001057, 484910211001058, 484910211001062, 484910210001004, 484910211001026, 484910211001025, 484910211001024, 484910211001064, 484910211001021, 484910210001019, 484910211002037, 484910211001012, 484910211001002, 484910211002016, 484910211001015, 484910211001030, 484910211002024, 484910211001049, 484910211002011, 484910211001031, 484910211001050, 484910211001023, 484910211001006, 484910211002022, 484910211002018, 484910211001003, 484910211001061, 484910211002010, 484910211001076, 484910211001051, 484910211001048, 484910211001040, 484910211001056, 484910212012010, 484910212022039, 484910212012013, 484910212022050, 484910212012023, 484910212022030, 484910212022008, 484910212022034, 484910212022031, 484910212022040, 484910212022044, 484910212012012, 484910212022049, 484910212033011, 484910212033018, 484910212033024, 484910212033027, 484910212022043, 484910212032011, 484910212022011, 484910212022020, 484910212022004, 484910212012005, 484910212032001, 484910212022007, 484910212022005, 484910212032012, 484910212022010, 484910212022014, 484910212022013, 484910212012008, 484910212022032,

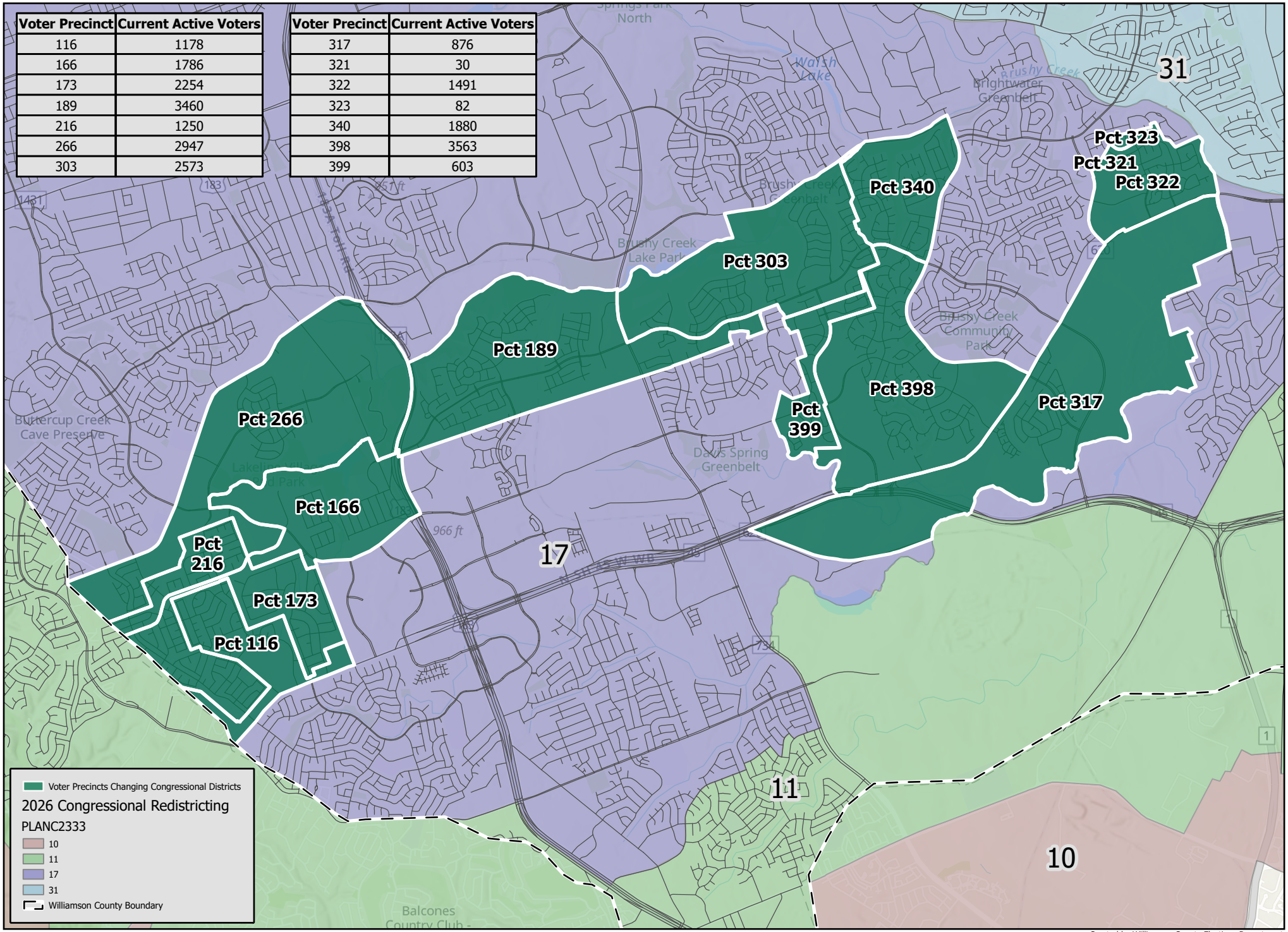
484910212022033, 484910211002020, 484910211002023, 484910211002025, 484910211002012, 484910211001036, 484910211002021, 484910211002003, 484910212022048, 484910212022047, 484910212012007, 484910212022006, 484910212022015, 484910212022016, 484910212012002, 484910212012003, 484910212012004, 484910212022035, 484910212032013, 484910212032007, 484910212022003, 484910212022041, 484910212022036, 484910212022042, 484910211001014, 484910211002000, 484910211001013, 484910211001008, 484910211001011, 484910212032010, 484910212022046, 484910212021031, 484910212012015, 484910212022029, 484910212012016, 484910212022000, 484910212021024, 484910212021029, 484910212032008, 484910212032009, 484910212032005, 484910212032006, 484910212022009, 484910212022045, 484910211001017, 484910211001007, 484910211001009, 484910212012020, 484910212033021, 484910212012011, 484910212032002, 484910212032003, 484910212022018, 484910212011016, 484910211002001, 484910211001010, 484910212012009, 484910212022012, 484910212012000, 484910212012001, 484910212033000, 484910212033001, 484910212032000, 484910211002013, 484910212021030

Exhibit E

Maps

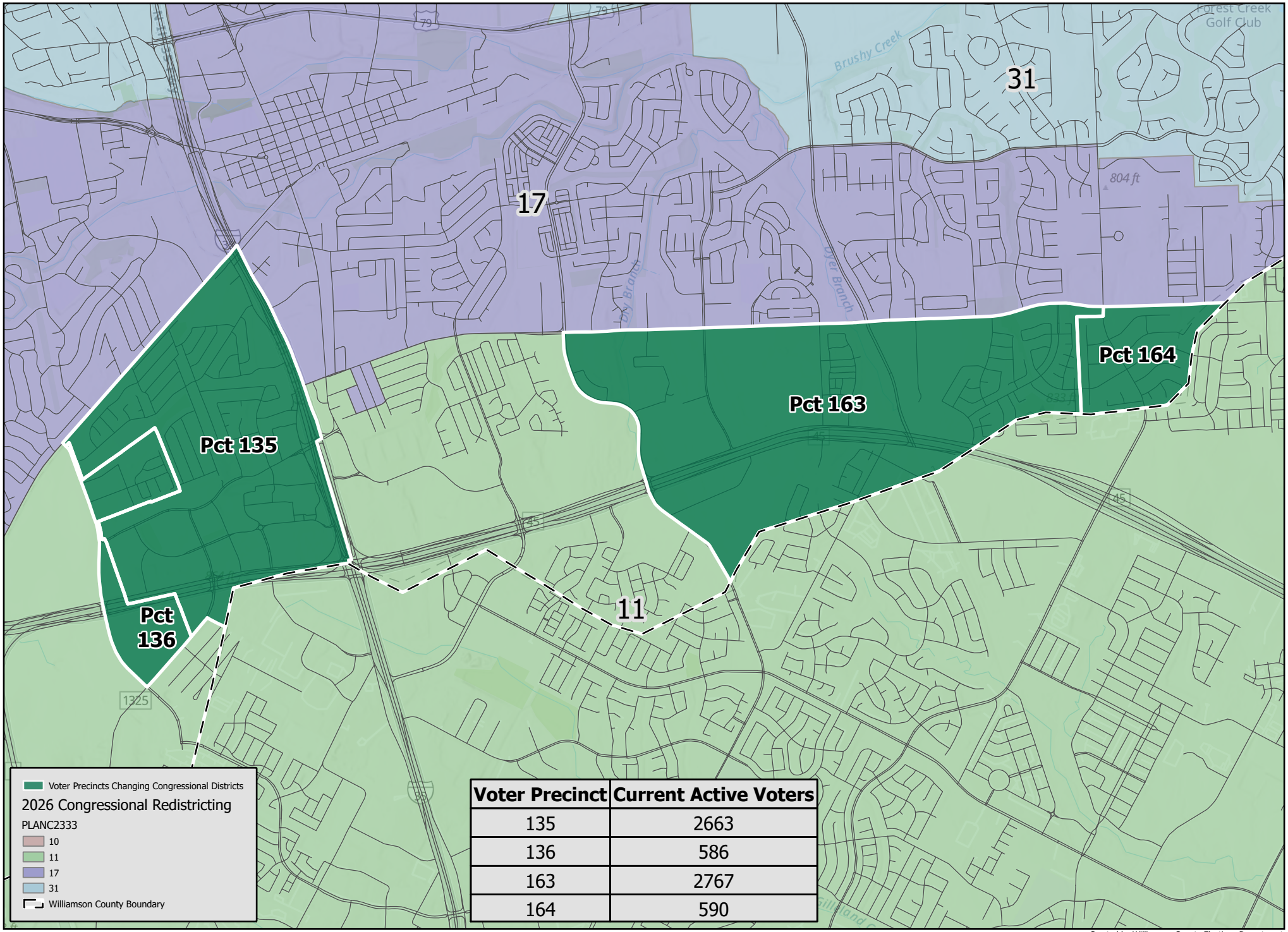
Voter Precinct	Current Active Voters
116	1178
166	1786
173	2254
189	3460
216	1250
266	2947
303	2573

Voter Precinct	Current Active Voters
317	876
321	30
322	1491
323	82
340	1880
398	3563
399	603



Change of Congressional District from 10 to 17
Effective 01/01/2026
Exhibit E

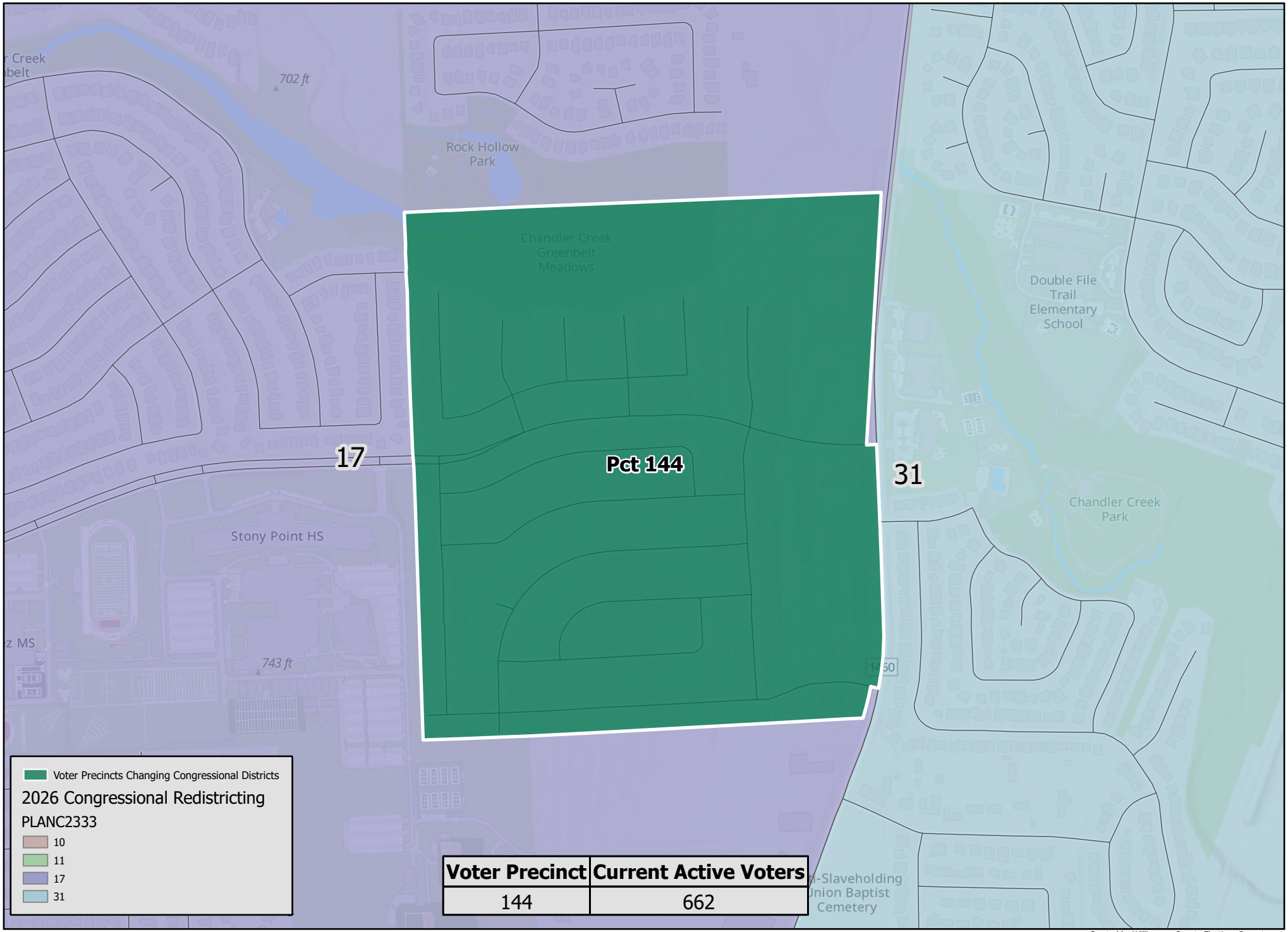
Created by Williamson County Elections Department
October 1st 2025
301 SE Inner Loop, Ste 104, Georgetown, TX
512-943-1630



Voter Precinct	Current Active Voters
135	2663
136	586
163	2767
164	590

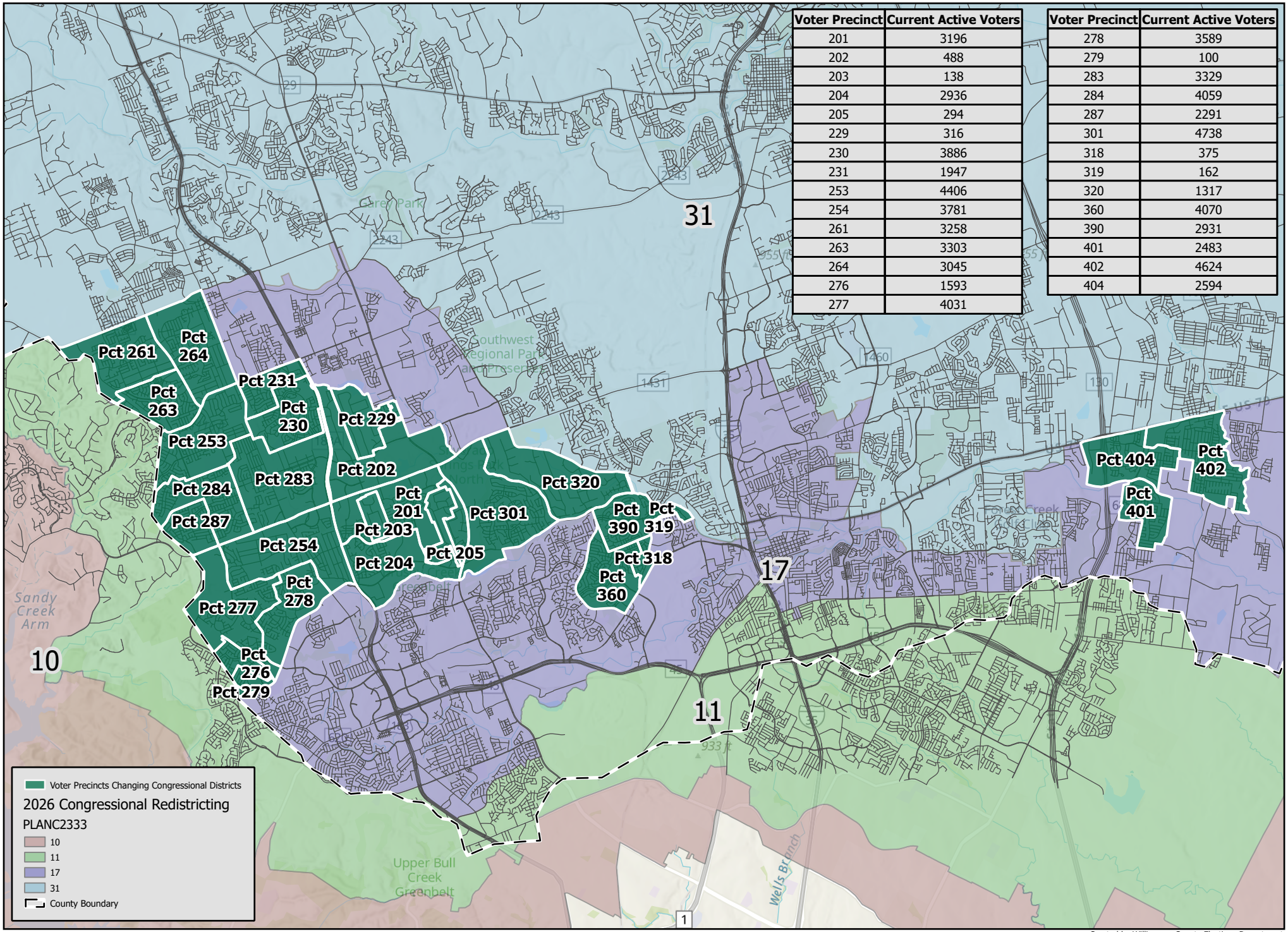
Change of Congressional District from 17 to 11
Effective 01/01/2026
Exhibit E

Created by Williamson County Elections Department
October 1st 2025
301 SE Inner Loop, Ste 104, Georgetown, TX
512-943-1630



Change of Congressional District from 17 to 31
Effective 01/01/2026
Exhibit E

Created by Williamson County Elections Department
October 1st 2025
301 SE Inner Loop, Ste 104, Georgetown, TX
512-943-1630

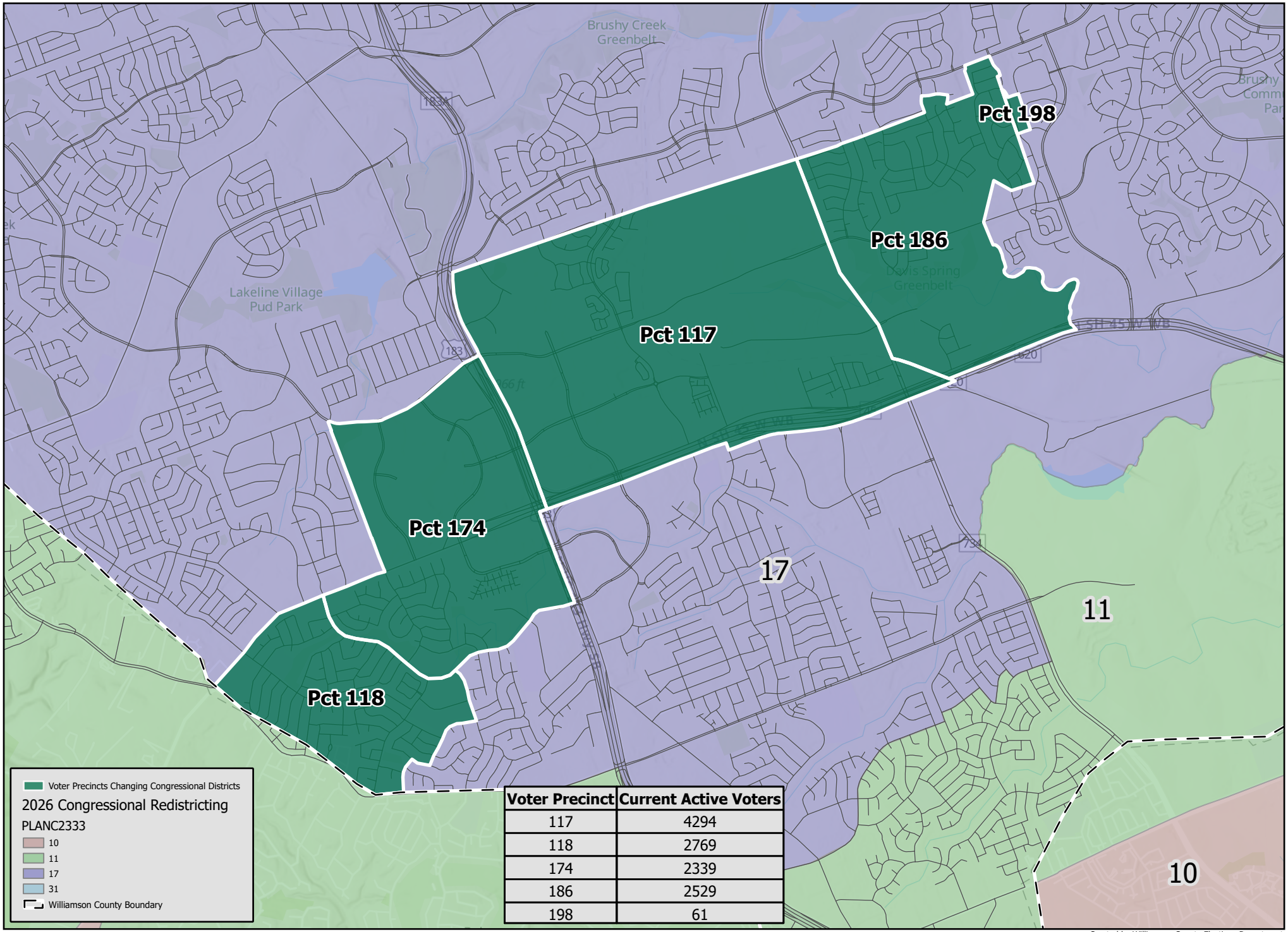


Voter Precinct	Current Active Voters
201	3196
202	488
203	138
204	2936
205	294
229	316
230	3886
231	1947
253	4406
254	3781
261	3258
263	3303
264	3045
276	1593
277	4031

Voter Precinct	Current Active Voters
278	3589
279	100
283	3329
284	4059
287	2291
301	4738
318	375
319	162
320	1317
360	4070
390	2931
401	2483
402	4624
404	2594

Change of Congressional District from 31 to 17
Effective 01/01/2026
Exhibit E

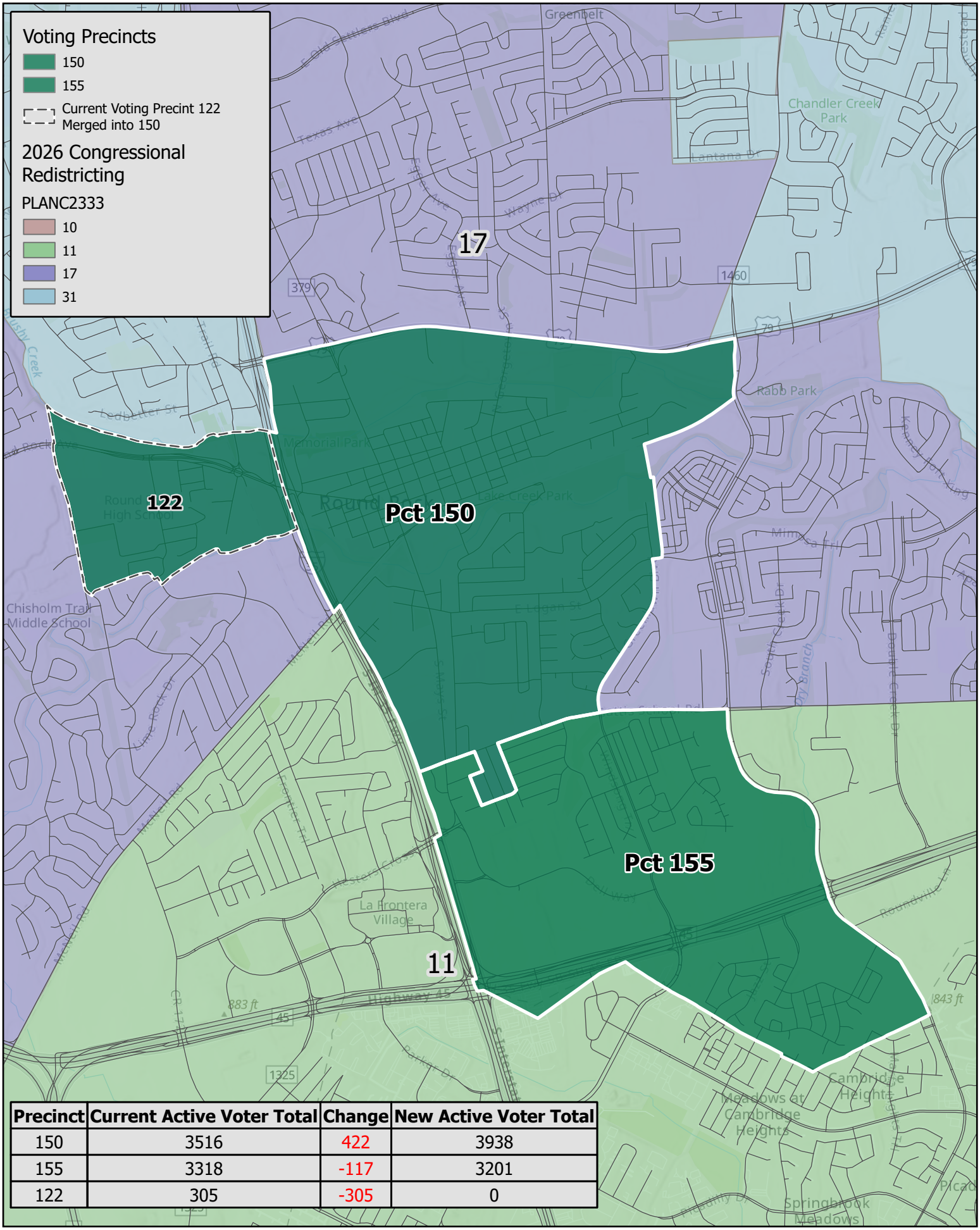
Created by Williamson County Elections Department
October 1st 2025
301 SE Inner Loop, Ste 104, Georgetown, TX
512-943-1630



Voter Precinct	Current Active Voters
117	4294
118	2769
174	2339
186	2529
198	61

Change of Congressional District from 37 to 17
Effective 01/01/2026
Exhibit E

Created by Williamson County Elections Department
October 1st 2025
301 SE Inner Loop, Ste 104, Georgetown, TX
512-943-1630

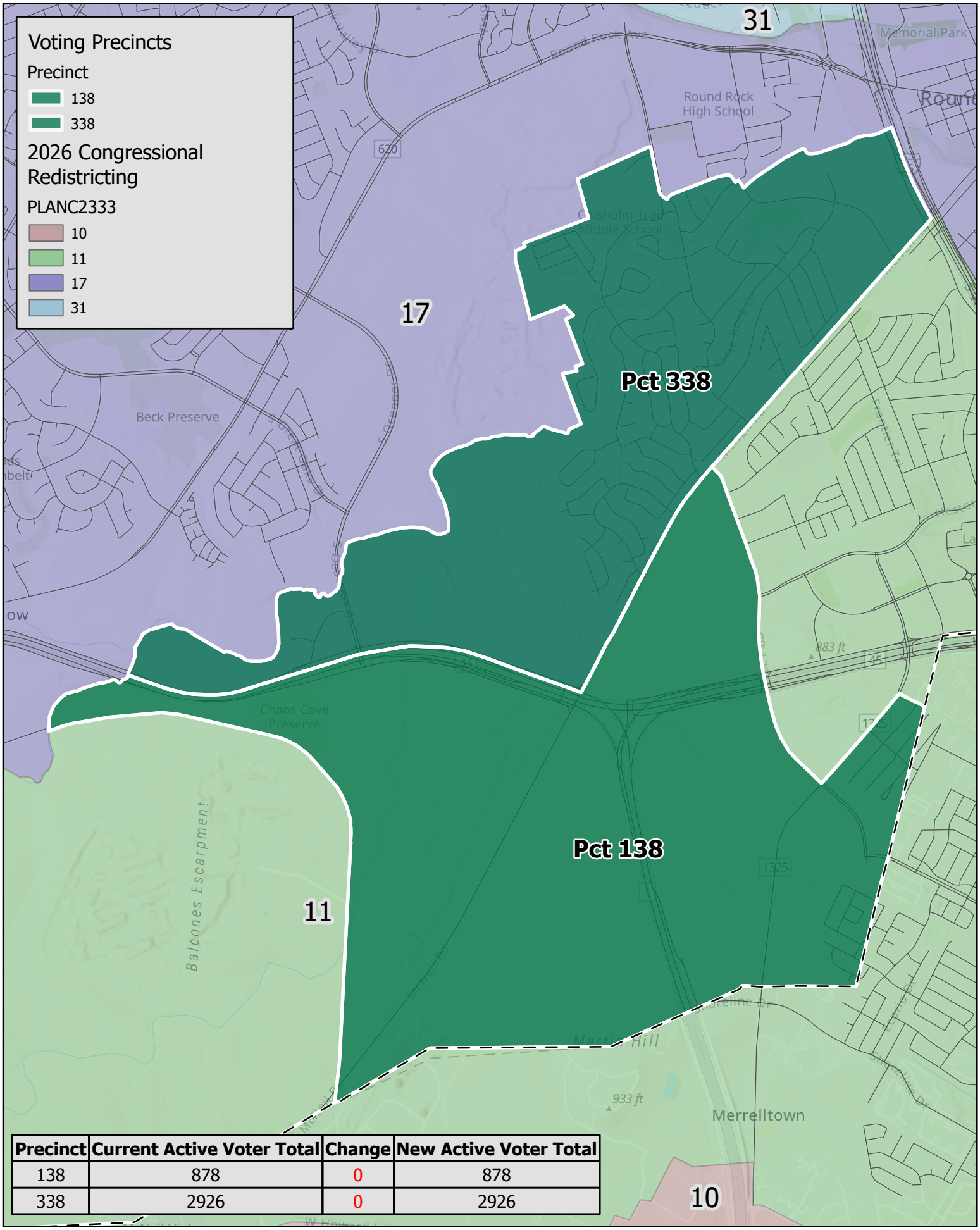


Precinct	Current Active Voter Total	Change	New Active Voter Total
150	3516	422	3938
155	3318	-117	3201
122	305	-305	0

Exhibit E

Revision of PCT 155 and 150, and the merging of 122 into 150

Created by Williamson County Elections Department
October 1st 2025
301 SE Inner Loop, Ste 104, Georgetown, TX
512-943-1630

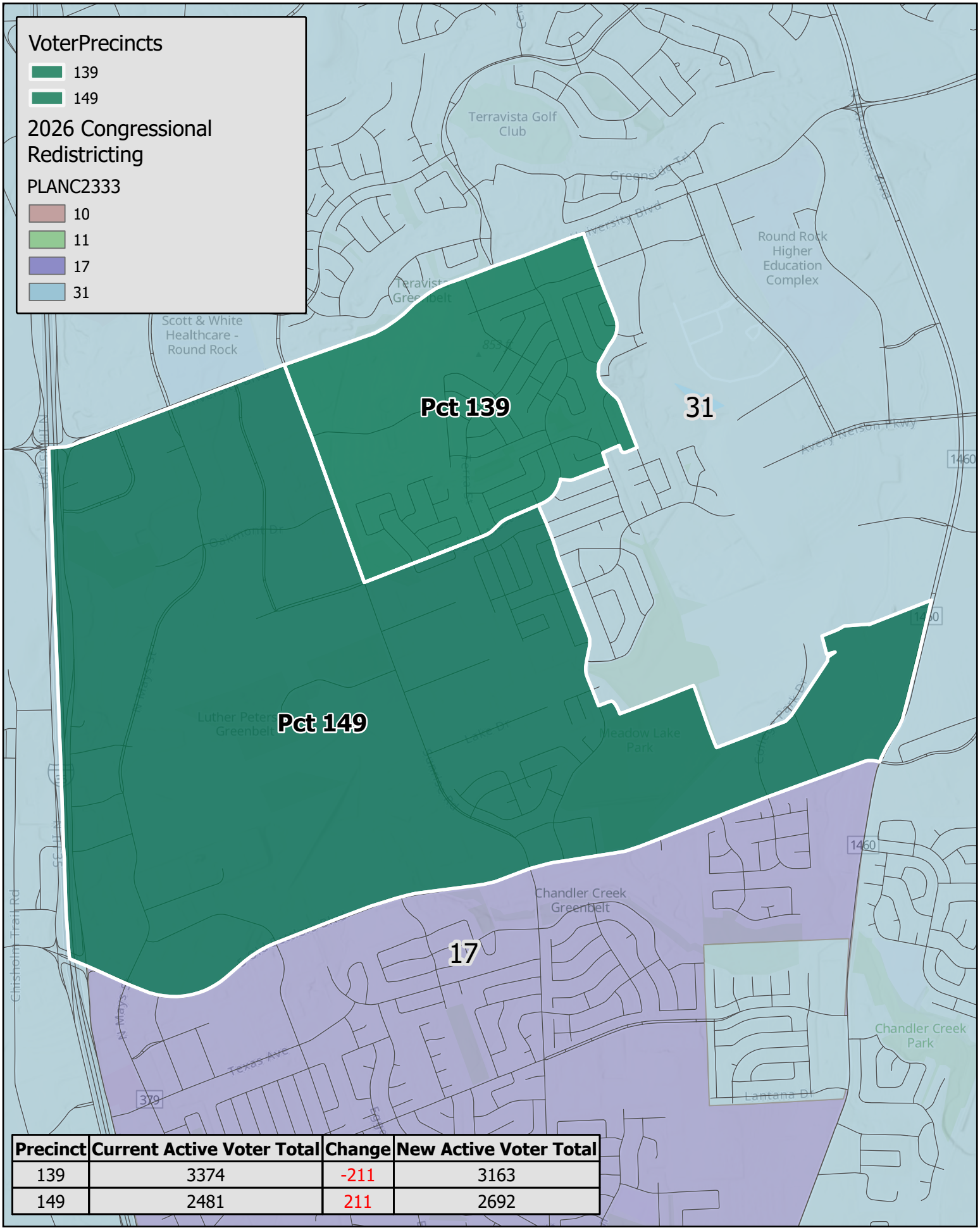


Precinct	Current Active Voter Total	Change	New Active Voter Total
138	878	0	878
338	2926	0	2926

Exhibit E

Revised PCT 138 and 338

Created by Williamson County Elections Department
October 1st 2025
301 SE Inner Loop, Ste 104, Georgetown, TX
512-943-1630

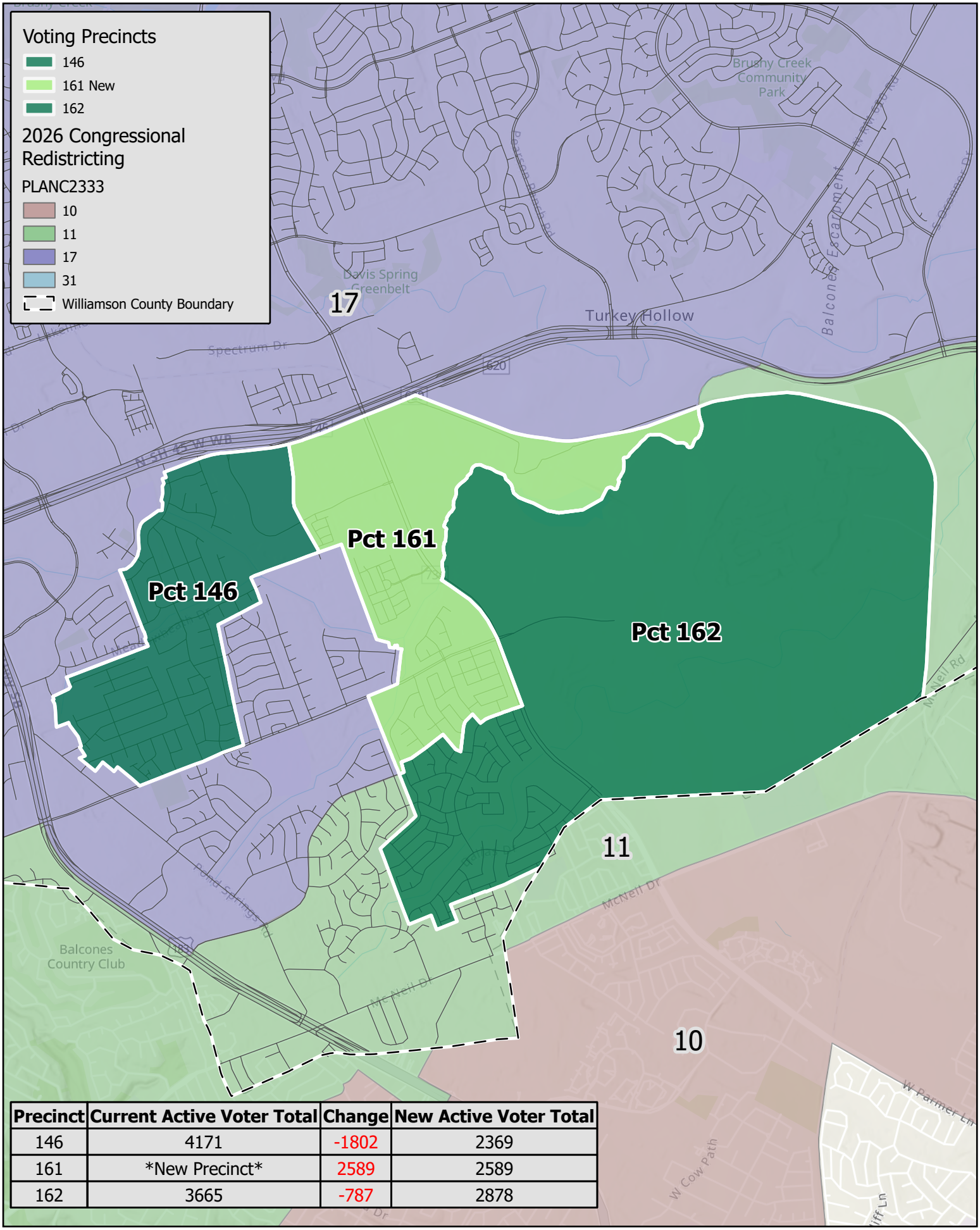


Precinct	Current Active Voter Total	Change	New Active Voter Total
139	3374	-211	3163
149	2481	211	2692

Exhibit E

Revised PCT 139 and 149

Created by Williamson County Elections Department
October 1st 2025
301 SE Inner Loop, Ste 104, Georgetown, TX
512-943-1630

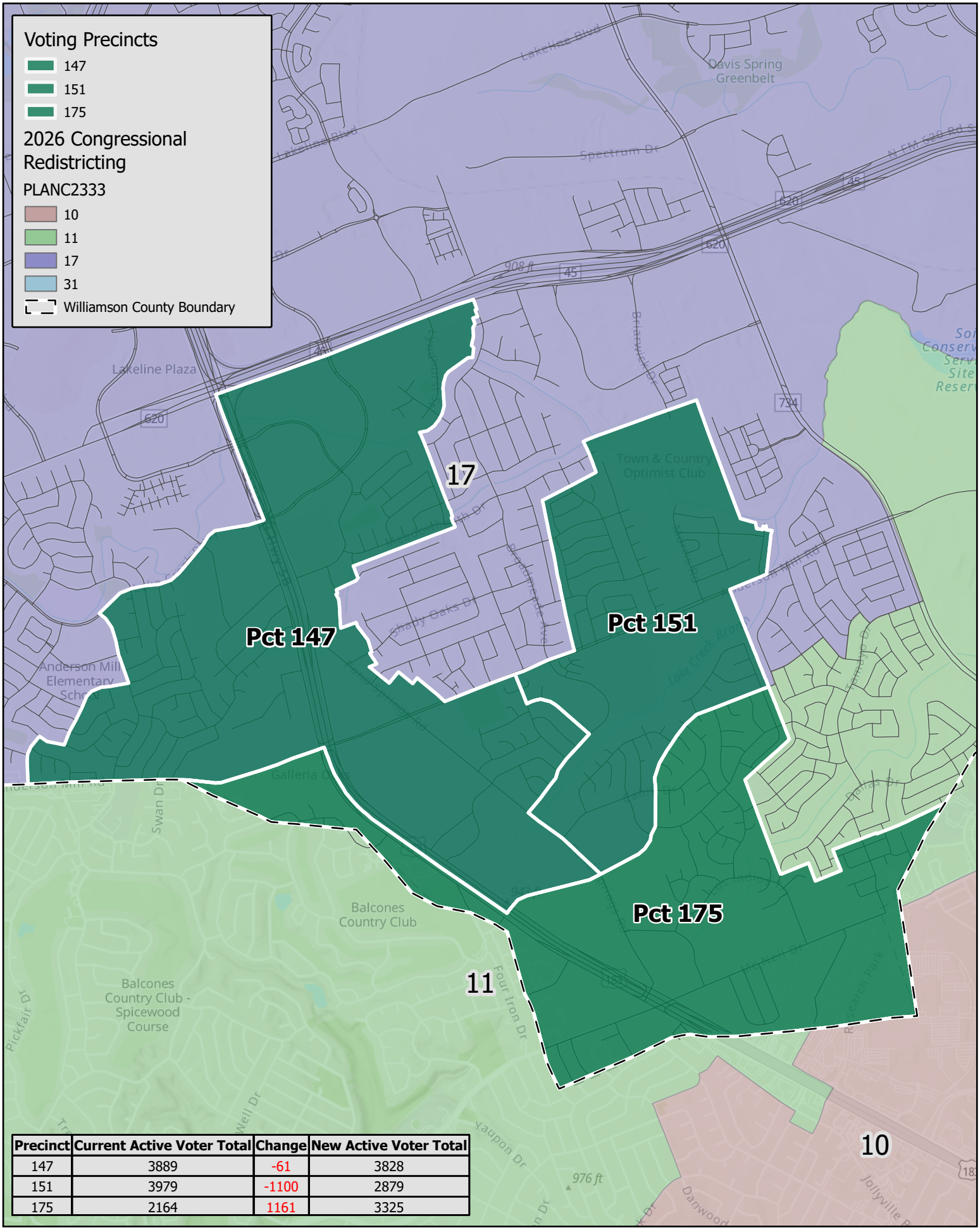


Precinct	Current Active Voter Total	Change	New Active Voter Total
146	4171	-1802	2369
161	*New Precinct*	2589	2589
162	3665	-787	2878

Exhibit E

Revision of PCT 146 and 162, and the creation of 161

Created by Williamson County Elections Department
October 1st 2025
301 SE Inner Loop, Ste 104, Georgetown, TX
512-943-1630

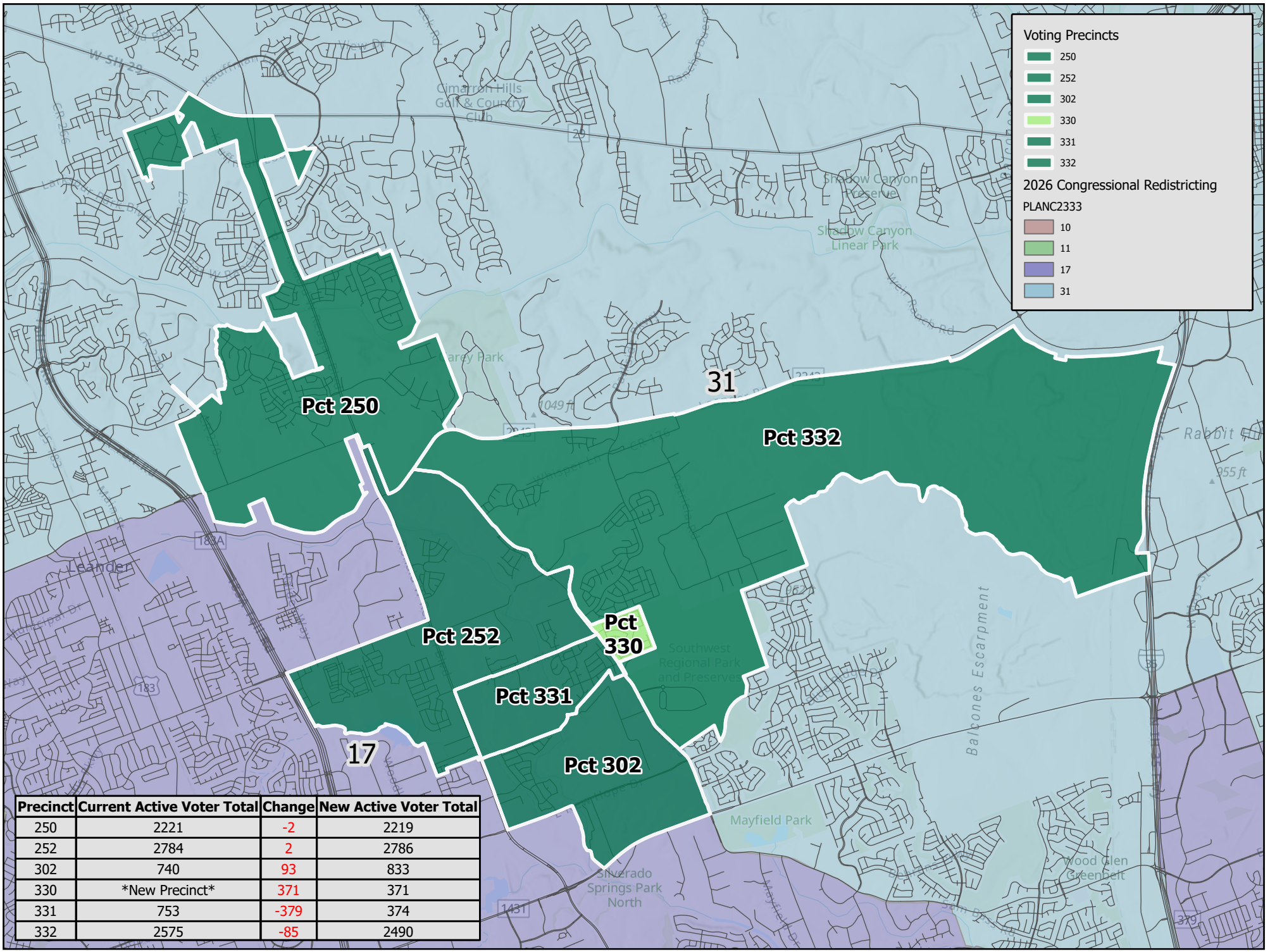


Precinct	Current Active Voter Total	Change	New Active Voter Total
147	3889	-61	3828
151	3979	-1100	2879
175	2164	1161	3325

Exhibit E

Revised PCT 147, 151 and 175

Created by Williamson County Elections Department
October 1st 2025
301 SE Inner Loop, Ste 104, Georgetown, TX
512-943-1630

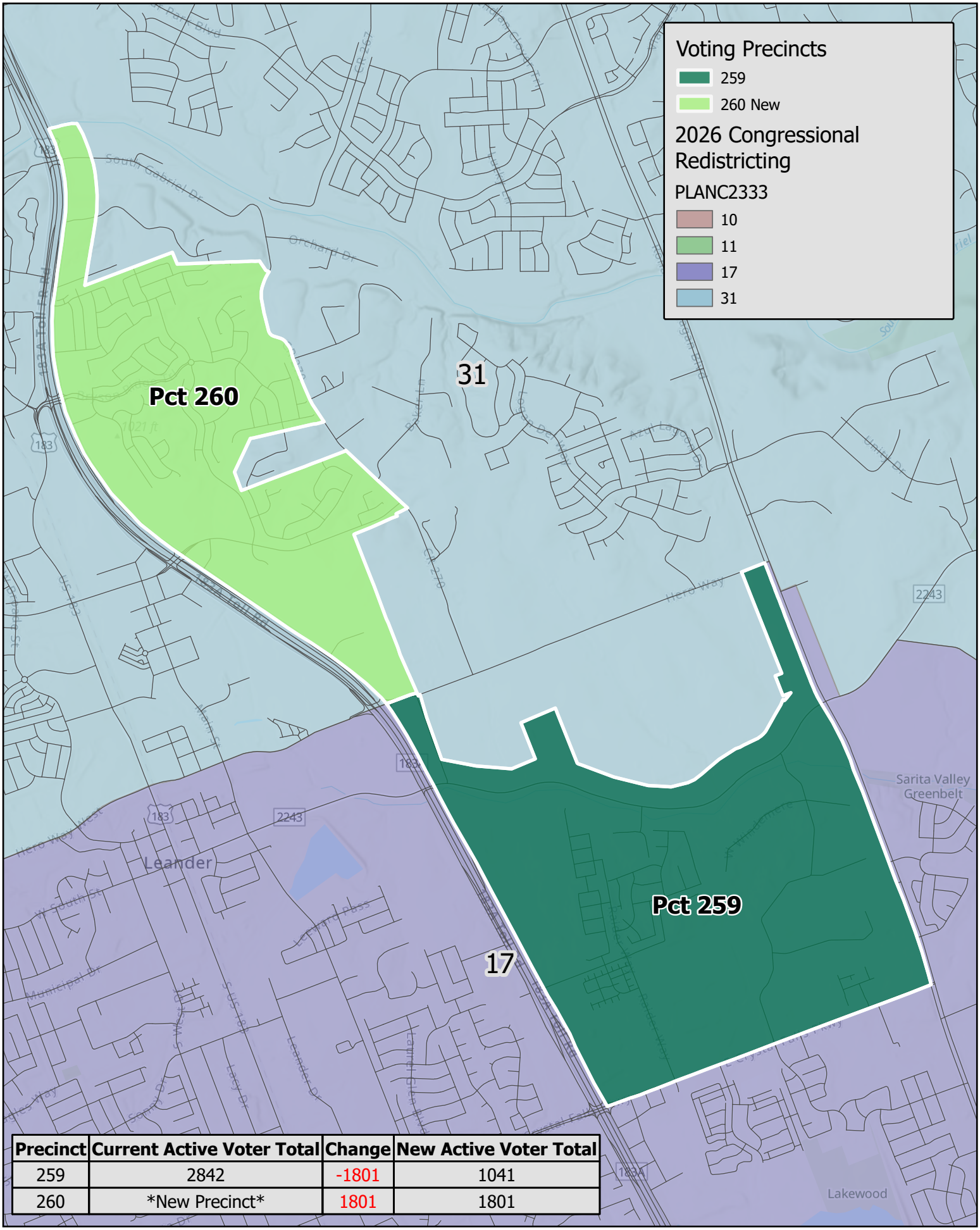


Precinct	Current Active Voter Total	Change	New Active Voter Total
250	2221	-2	2219
252	2784	2	2786
302	740	93	833
330	*New Precinct*	371	371
331	753	-379	374
332	2575	-85	2490

Exhibit E

Revision of PCT 250, 252, 302, 331, 332, and the creation of 330

Created by Williamson County Elections Department
October 1st 2025
301 SE Inner Loop, Ste 104, Georgetown, TX
512-943-1630

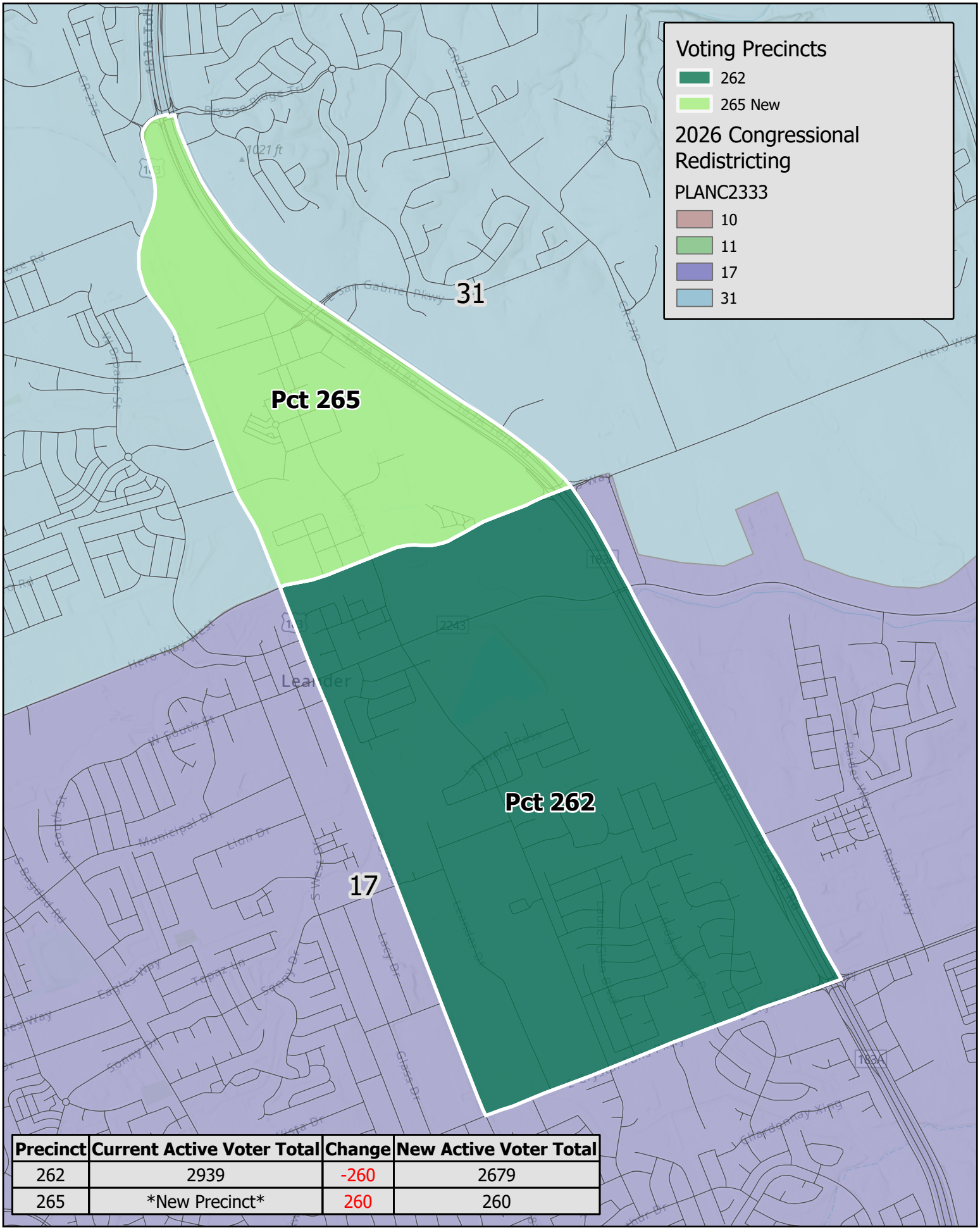


Precinct	Current Active Voter Total	Change	New Active Voter Total
259	2842	-1801	1041
260	*New Precinct*	1801	1801

Exhibit E

Creation of PCT 260 from part of 259

Created by Williamson County Elections Department
October 1st 2025
301 SE Inner Loop, Ste 104, Georgetown, TX
512-943-1630

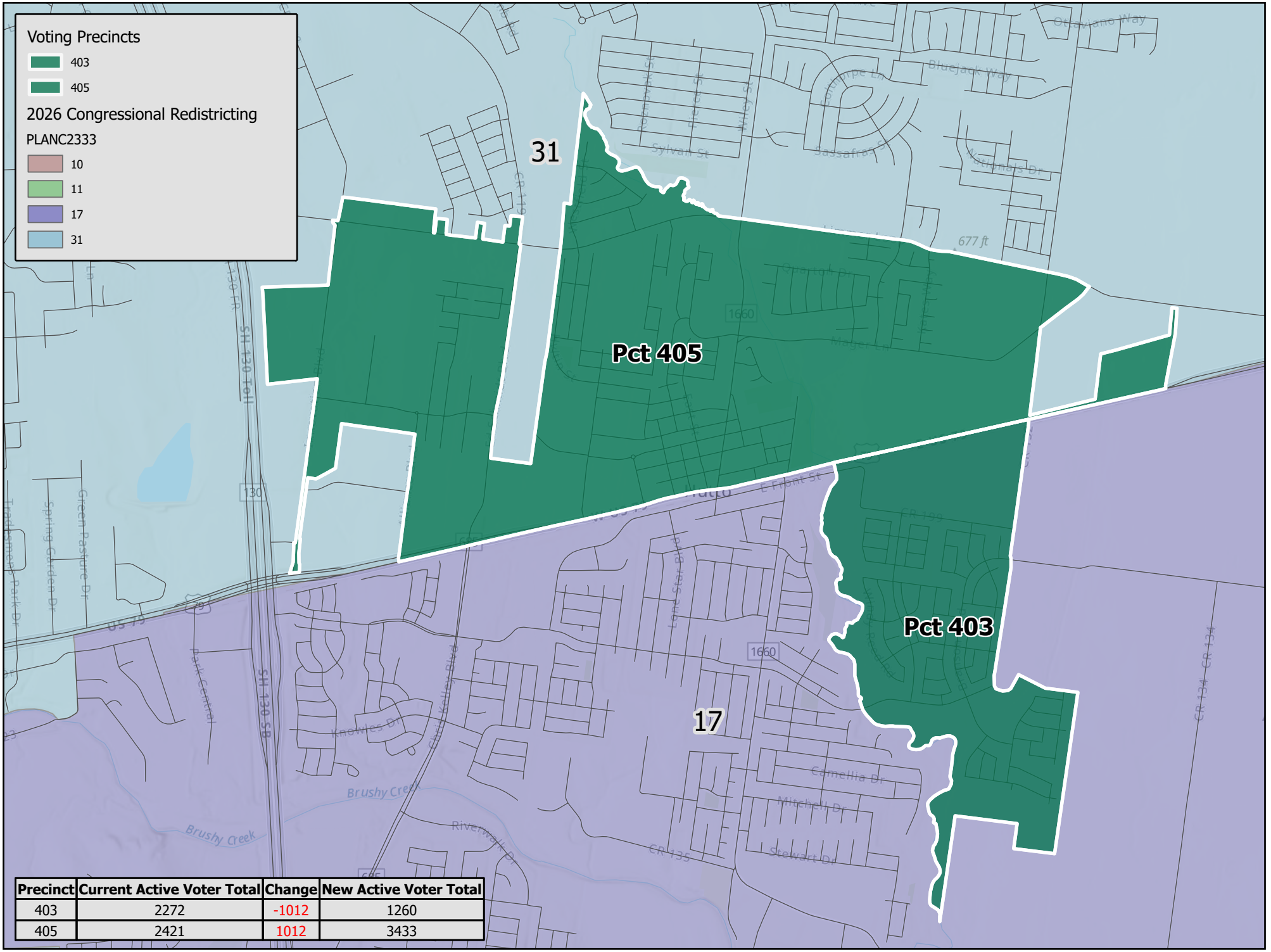


Precinct	Current Active Voter Total	Change	New Active Voter Total
262	2939	-260	2679
265	*New Precinct*	260	260

Exhibit E

Creation of PCT 265 from part of 262

Created by Williamson County Elections Department
October 1st 2025
301 SE Inner Loop, Ste 104, Georgetown, TX
512-943-1630

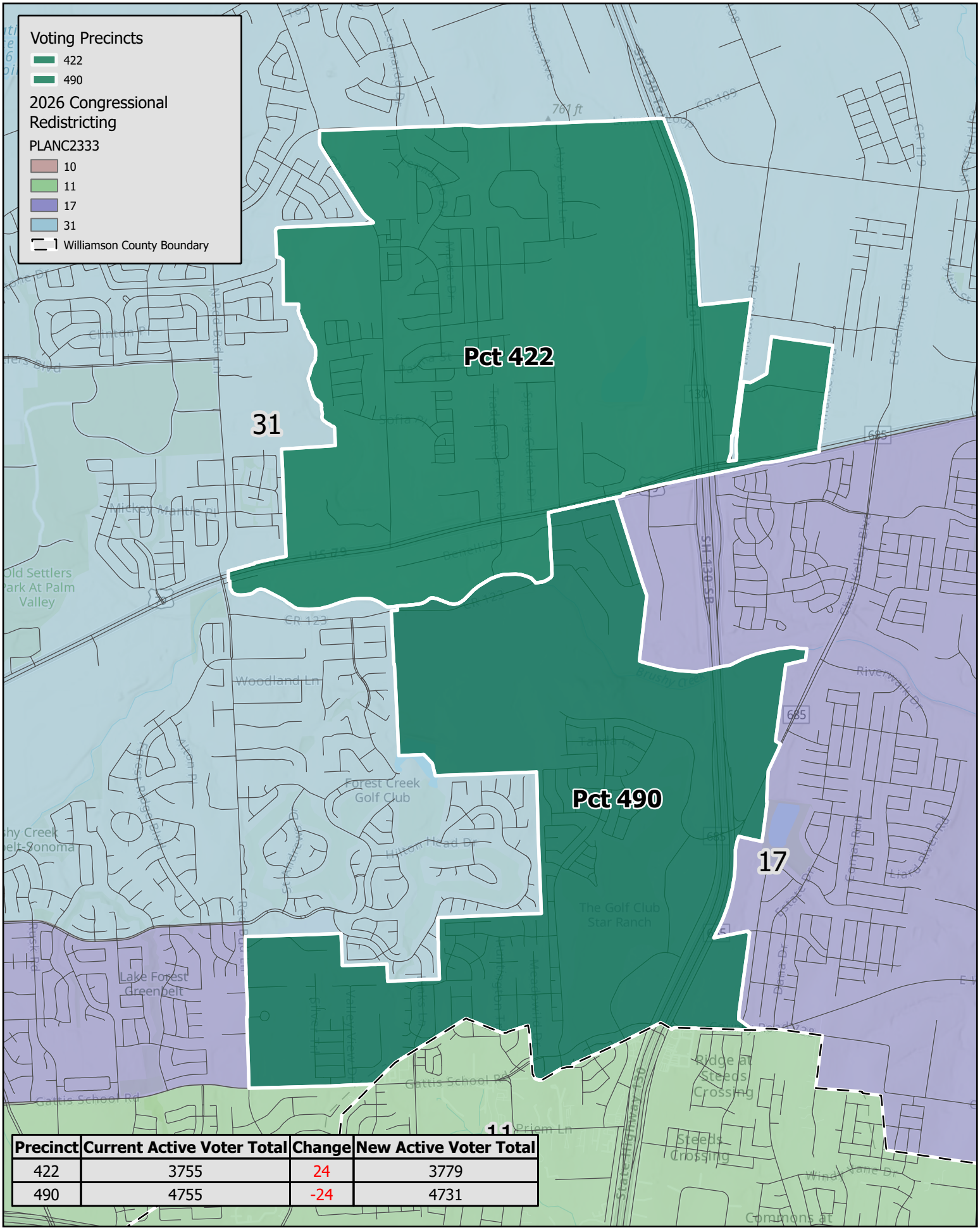


Precinct	Current Active Voter Total	Change	New Active Voter Total
403	2272	-1012	1260
405	2421	1012	3433

Exhibit E

Revised PCT 403 and 405

Created by Williamson County Elections Department
October 1st 2025
301 SE Inner Loop, Ste 104, Georgetown, TX
512-943-1630

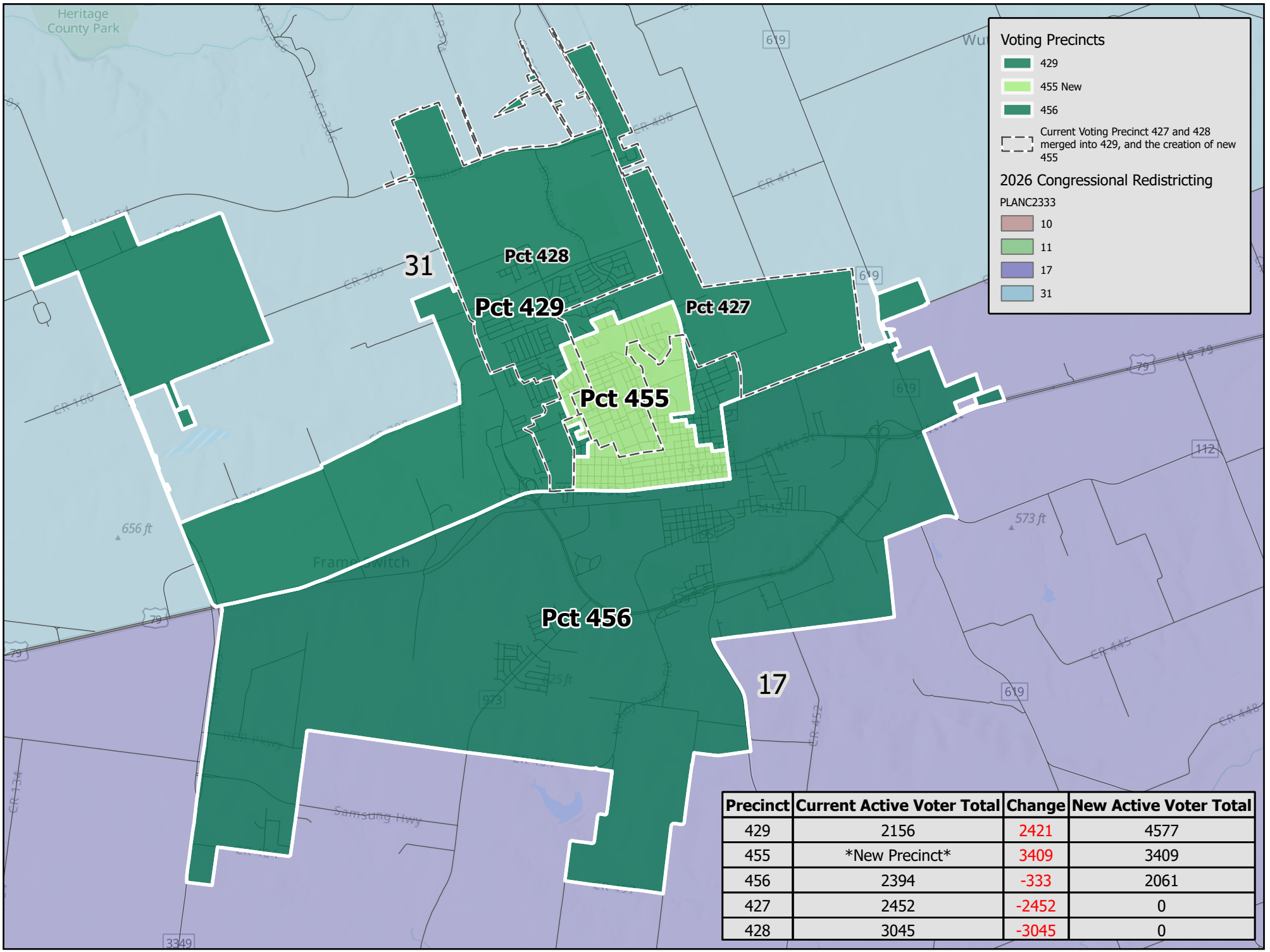


Precinct	Current Active Voter Total	Change	New Active Voter Total
422	3755	24	3779
490	4755	-24	4731

Exhibit E

Revised PCT 422 and 490

Created by Williamson County Elections Department
October 1st 2025
301 SE Inner Loop, Ste 104, Georgetown, TX
512-943-1630

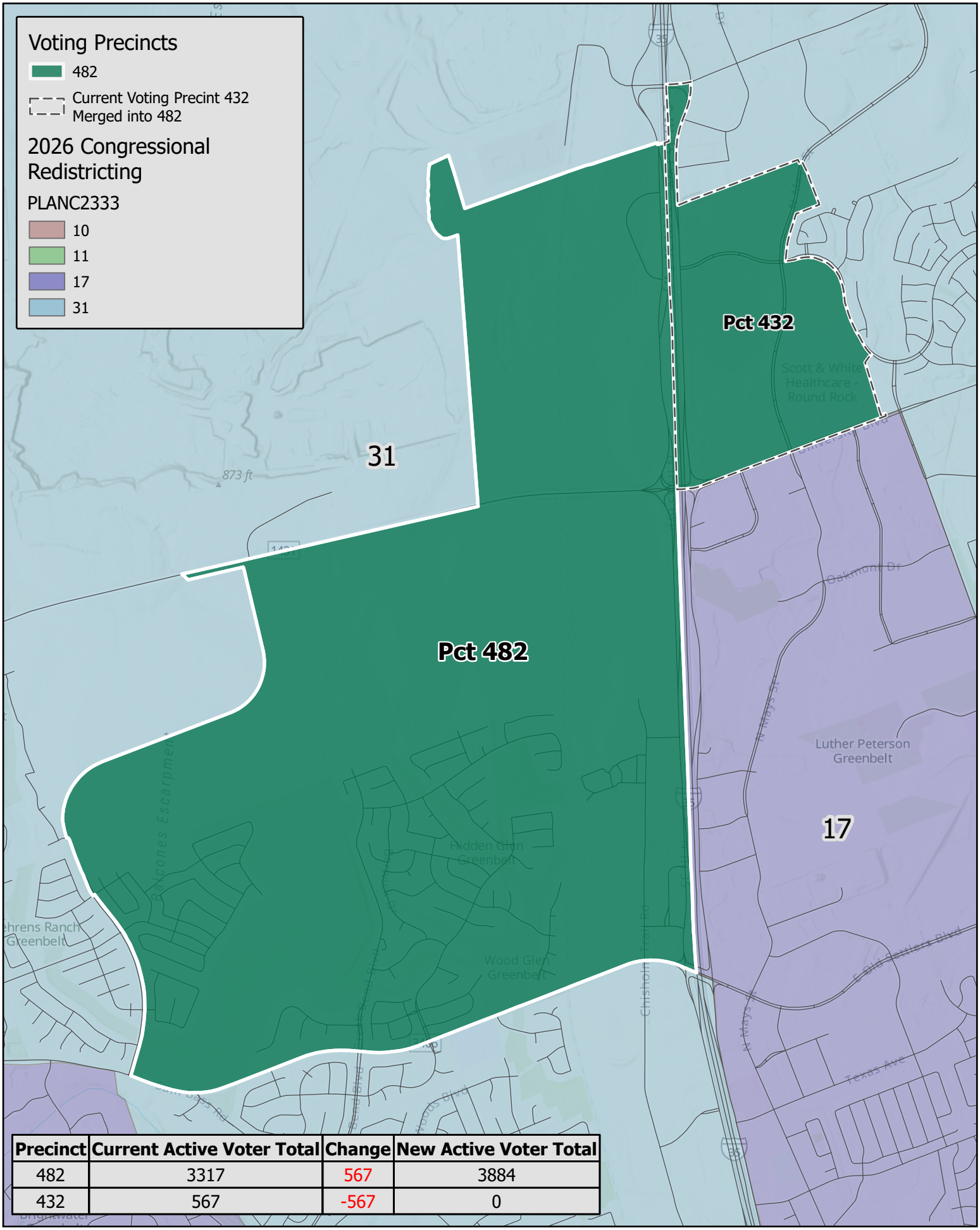


Precinct	Current Active Voter Total	Change	New Active Voter Total
429	2156	2421	4577
455	*New Precinct*	3409	3409
456	2394	-333	2061
427	2452	-2452	0
428	3045	-3045	0

Exhibit E

Revision of PCT 429 and 456 (427 and 428 are merged into 429), and the creation of 455

Created by Williamson County Elections Department
October 1st 2025
301 SE Inner Loop, Ste 104, Georgetown, TX
512-943-1630

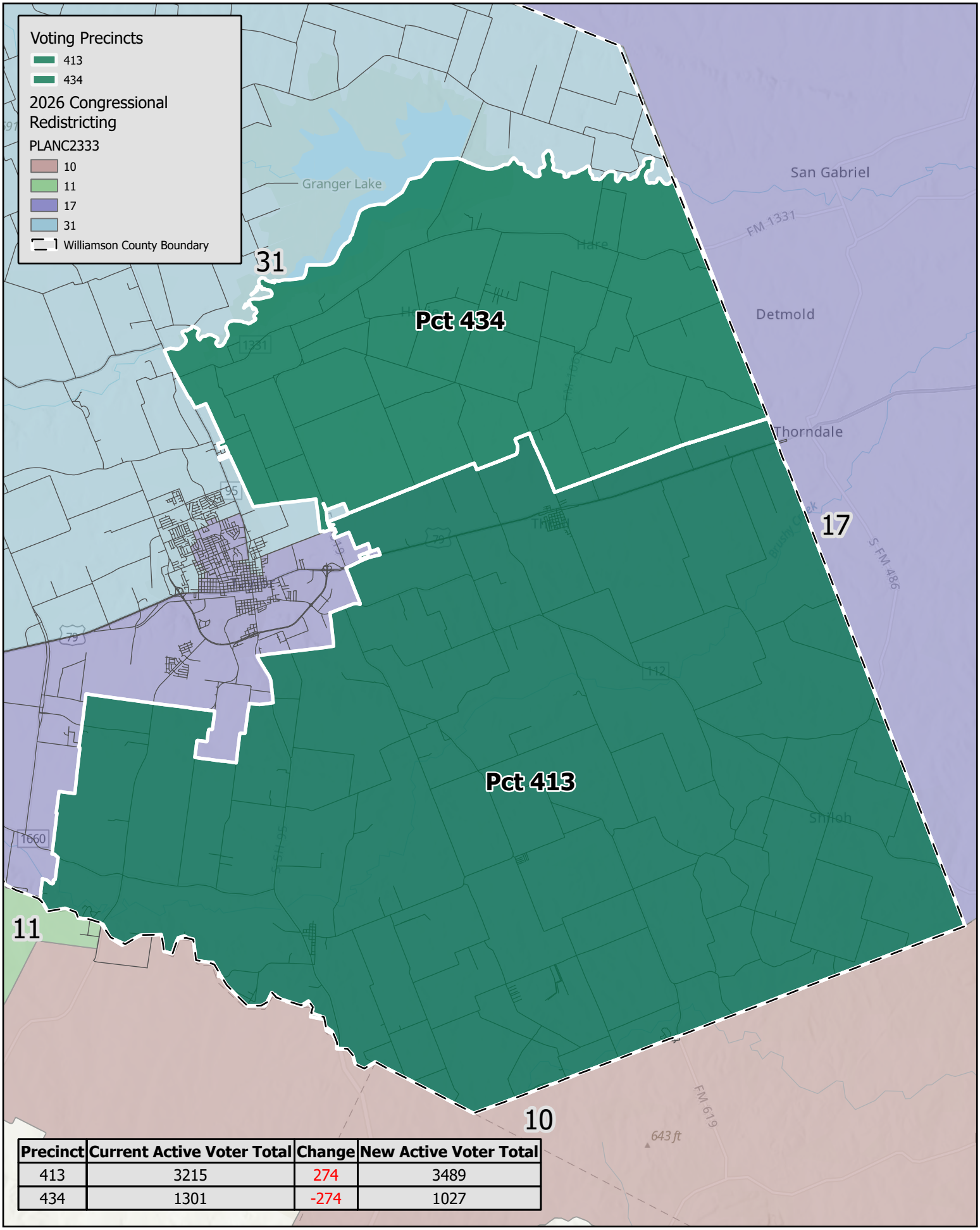


Precinct	Current Active Voter Total	Change	New Active Voter Total
482	3317	567	3884
432	567	-567	0

Exhibit E

Merged PCT 432 into 482

Created by Williamson County Elections Department
October 1st 2025
301 SE Inner Loop, Ste 104, Georgetown, TX
512-943-1630



Precinct	Current Active Voter Total	Change	New Active Voter Total
413	3215	274	3489
434	1301	-274	1027

Exhibit E

Revised PCT 413 and 434

Created by Williamson County Elections Department
October 1st 2025
301 SE Inner Loop, Ste 104, Georgetown, TX
512-943-1630

Commissioners Court - Regular Session **39.**

Meeting Date: 10/28/2025

Approval of Services and Goods Contract #2026-041 for Software License with Tenex Software Solutions, Inc. 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 the Services and Goods Contract #2026-041 for Software Licenses between Williamson County and Tenex Software Solutions, Inc., not to exceed $144,750.00 for the term of 10/10/2025 - 09/30/2026, and exempting the purchase from competitive bidding under Texas Local Government Code 262.024(a)(7)(D); captive replacement parts or components for equipment, and authorizing the execution of the Contract.

Background

The approval of this contract between Williamson County and Tenex Software Solutions, Inc for the Precinct Central software. The Annual License Supports the following: Precinct Central, Election Live Results, Election Force, PC-ES&S ExpressLink Integration and Election Response. The funding source is 01.0100.0492.004506 per FY26. Origination# 3899. Department contact is Logan Smith.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Contract Redacted

Form 1295

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	10/21/2025 10:53 AM
Form Started By: Barbi Hageman		Started On: 10/14/2025 01:37 PM
Final Approval Date: 10/21/2025		

WILLIAMSON COUNTY
SERVICES AND GOODS CONTRACT
TENEX SOFTWARE SOLUTIONS, INC.

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

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

I.

Services: Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he, she, or it is not an employee of the County. The service includes the annual licenses and support described in the attached **Invoice No.** [redacted] being marked as **Exhibit "A,"** which is incorporated herein.

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

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

II.

Goods: Service Provider shall supply the County the goods described in Exhibit "A," provided to the extent it meets or exceeds the County's solicitation, if applicable.

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

III.

Effective Date and Term: This Contract shall be in full force and effect as of the date of the last party's execution below and shall continue until the Project Completion Date or when terminated pursuant to this Contract, whichever event occurs first. The Project Completion Date is defined as the date by which all services and obligations outlined in Exhibit "A" shall be fully performed and delivered to the satisfaction of the County. The parties acknowledge and agree that the Project Completion Date is initially set to be on or before **September 30, 2026**, however this date may be amended at the sole discretion of the County. Upon successful completion of the services as described in Exhibit "A", this contract shall automatically terminate without further obligation from either party, except as otherwise expressly provided herein.

IV.

Consideration and Compensation: Service Provider will be compensated based on a fixed sum as set out in **Exhibit "A"**. The not-to-exceed amount for the life of this contract shall be **One Hundred Forty-Four Thousand Seven Hundred Fifty Dollars ($144,750.00).**

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

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

V.

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

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

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

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

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

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

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

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

VI.

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

VII.

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

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

VIII.

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

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

IX.

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

X.

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

XI.

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

XII.

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

XIII.

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

XIV.

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

XV.

No Assignment: Service Provider may not assign this Contract.

XVI.

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

XVII.

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

XVIII.

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

XIX.

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

XX.

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

XXI.

Authorized Expenses: In the event County authorizes, in advance and in writing, reimbursement of non-labor expenses related to the services subject of this Contract, County will pay such actual non-labor expenses in strict accordance with the Williamson County Vendor Reimbursement Policy (as amended), which is incorporated into and made a part of this Contract by reference. The Williamson County Vendor Reimbursement Policy can be found at: WilliamsonCountyVendorReimbursementPolicyMarch2023.pdf (wilco.org). Invoices requesting

reimbursement for authorized non-labor expenses must be accompanied by copies of the provider's invoice and clearly set forth the actual cost of the expenses, without markup.

XXII.

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

A. As described in the attached **Invoice No. 3350**, marked as **Exhibit "A"**;
B. Insurance certificates evidencing coverages required herein above and
C. Any Amendments agreed to by both parties.

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

XXIII.

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

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

WILLIAMSON COUNTY:

_____
Authorized Signature

_____
County Judge/Presiding Officer

Date: _____,_____ 20___

TENEX SOFTWARE SOLUTIONS, INC.:

Ravi Kallem
Authorized Signature

Ravi Kallem, President
Printed Name

Date: October 7 2025

Reviewed by Contract Audit
Joel Brophy
Internal Audit Director
Williamson County Auditor's Office
Date: Oct 09 2025 Time: 3:31 pm

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Oct 09 2025 Time: 4:59 pm

Exhibit “A”
Invoice No. [redacted]

INVOICE

Tenex Software Solutions, Inc.
PO Box 20526
Tampa, FL 33622-0526

accounting@tenexsolutions.com
+1 (813) 618-3639

Bill to
Vicki Farrow
TX Williamson County
301 SE Inner Loop
Georgetown, TX 78626

Ship to
Vicki Farrow
TX Williamson County
Elections Office
301 S.E. Inner Loop, Ste 104
Georgetown, TX 78626

Invoice details
Invoice no. [redacted]
Terms: Upon Receipt
Invoice date: 10/01/2025
Due date: 10/31/2025

#	Product or service	Description	Qty	Rate	Amount
1.	**Annual License & Support - Precinct Central**	Annual License & Support - Precinct Central October 1, 2025 - September 30, 2026	450	$135.00	$60,750.00
2.	**Annual License & Support - ENR - Election Live Results**	Annual License & Support - ENR - Election Live Results October 1, 2025 - September 30, 2026	1	$18,000.00	$18,000.00
3.	**Annual License & Support - Election Force**	Annual License & Support - Election Force October 1, 2025 - September 30, 2026	1	$40,000.00	$40,000.00
4.	**Annual License & Support - PC-ES&S ExpressLink Integration**	Annual License & Support - PC-ES&S ExpressLink Integration October 1, 2025 - September 30, 2026	1	$15,000.00	$15,000.00
5.	**Annual License & Support - Election Response**	Annual License & Support - Election Response October 1, 2025 - September 30, 2026 One month ($1000) credit for October with payment made in 2024 so all licenses align October -September going forward.	1	$11,000.00	$11,000.00

Total **$144,750.00**

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:
2025-1374883

Date Filed:
10/09/2025

Date Acknowledged:

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

Tenex Software Solutions
Tampa, FL 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 Elections

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.

2026-041
Tenex Annual License & Support 2025/2026

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

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

6 UNSWORN DECLARATION

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

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

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

Executed in Hillsborough County, State of Florida, on the 9th day of October (month), 20 25 (year).

Ron Keller

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:
2025-1374883

Date Filed:
10/09/2025

Date Acknowledged:
10/14/2025

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

Tenex Software Solutions
Tampa, FL 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 Elections

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.

2026-041
Tenex Annual License & Support 2025/2026

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 **40.**

Meeting Date: 10/28/2025

Approval of Services and Goods Contract #2026-048 for Rubrik Annual Maintenance from FreeIT Data Solutions, 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 the Services and Goods Contract #2026-048 between Williamson County and FreeIt Data Solutions, Inc. for multiple Rubrik subscriptions for the total amount of $677,106.80, pursuant to the DIR contract #DIR-CPO-4696, and authorize the execution of the agreement.

Background

The approval of this contract will benefit Williamson County Information Systems and will allow the county the ability to back up and recover servers, storage, Office 365, and email. The attached quote details the purchase. Funding Source is 01.0100.0503.004500 as per the FY26 budget. Origination #3916. The department point of contact is Rory Tierney.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Contract Redacted

Form 1295

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	10/21/2025 10:50 AM
Form Started By: Barbi Hageman		Started On: 10/14/2025 09:59 AM
Final Approval Date: 10/21/2025		

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

I.

Services: Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he, she, or it is not an employee of the County. The services include hardware/software maintenance for Rubrik server backup solution across Williamson County; as described in the attached **Quote Number:** [redacted] being marked as **Exhibit "A,"** which is incorporated herein.

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

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

II.

Goods: Service Provider shall supply the County the goods described in Exhibit "A," provided to the extent it meets or exceeds the County's solicitation, if applicable.

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

III.

Effective Date and Term: This Contract shall begin January 19, 2026 and shall continue through January 18, 2027, when signed by all parties, unless terminated sooner pursuant to paragraph X below.

IV.

Consideration and Compensation: Service Provider will be compensated based on a fixed sum as set out in **Exhibit "A"** and in accordance with COOP contract number DIR-CPO-4696. The not-to-exceed amount for the life of this contract shall be **Six Hundred Seventy-Seven Thousand One Hundred Six Dollars and Eighty Cents ($677,106.80).**

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

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

V.

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

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

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

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

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

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

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

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

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

VI.

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

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

VII.

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

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

IX.

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X.

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

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

XII.

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

XIII.

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

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

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No Assignment: Service Provider may not assign this Contract.

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

XVIII.

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

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

XX.

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

XXI.

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

XXII.

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

A. As described in the attached Quote Number: [redacted] marked as **Exhibit "A"**;
B. The cooperative purchasing Contract No.: DIR-CPO-4696, incorporated by reference;
C. Insurance certificates evidencing coverages required herein above and
D. Any Amendments agreed to by both parties.

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

XXIII.

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

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

WILLIAMSON COUNTY:

_____
Authorized Signature

_____
County Judge/Presiding Officer

Date: _____, _____ 20___

FREEIT DATA SOLUTIONS INC.:

_____
Authorized Signature

Dulari von Christierson
Printed Name

Date: October, 7th 2025

Reviewed by Contract Audit
Garrett Murray
Contract Auditor
Willamson County Auditor's Office
Date: Oct 07 2025 Time: 10:06 am

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Oct 07 2025 Time: 11:43 am

Exhibit "A"
Quote Number: [redacted]

Freeit™
DATA SOLUTIONS

Contract No: DIR-CPO-4696
TAX ID#: [redacted]
Term: NET 30
FOB: Destination

Williamson County
Rory Tierney
301 SE Inner Loop, Suite 105
Georgetown, TX 78626
Ph: (512) 943-1457
rory.tierny@wilco.org

Quote Number: [redacted]
Quote Date: 9/26/2025
Expiration Date: 10/26/2025

Freeit Data Solutions, Inc.
P.O. Box 1572
Austin, TX 78767
PH: (800) 478-5161 / FAX: (888) 416-0471

Freeit Contact: Leslie Spinks
(512) 818-9650 Leslie@freeitdata.com

Qty	Part Number	Description	Unit Price	Ext Price
Rubrik Renewal - 1yr Term				
Subscription				
4306	RS-UR-ICR-PE-PP	Rubrik Identity Recovery for Active Directory and EntraID; per User; Premium support; Prepay	$14.52	$62,523.12
2900	RS-UR-FE-MD-PE-PP	One (1) month of Rubrik Foundation Edition for M365 - Premium support, Prepay	$56.40	$163,560.00
240	RS-BT-EE-PE-PP	Rubrik Enterprise Edition; per usable BETB; Premium support; prepay	$1,210.79	$290,589.60
60	RS-FT-NDA-PE-PP	Rubrik NAS Direct Archive; per FETB; Premium support; prepay	$145.79	$8,747.40
60	RS-FT-NDA-PE-PP	Rubrik NAS Direct Archive; per FETB; Premium support; prepay	$145.82	$8,749.20
500	RS-FT-BE-NDSB-PE-P	Rubrik Data Security as a Service Business Edition for NAS; per FETB; Premium support;	$234.16	$117,080.00
1500	RS-BT-CVA-PE-PP	Rubrik Cloud Vault in Azure - Archive Tier Single Zone; per BETB; Premium support; prepay	$5.88	$8,820.00
		Subscription Period: 1/19/2026 - 1/18/2027		
Support				
4	RS-HW-SVC-PE-S2	Support for R6000S-2 hardware, prepay; Premium support	$3,629.37	$14,517.48
		Serial Numbers: AA184864040127, AA203064120013, AA193964080050, AA190364080062		
		Support Period: 1/19/2026 - 1/18/2027		
Services				
1	RA-PS-CON-RMOT	Rubrik Professional Services, Remote Consulting services per day, must be used within 6 months of purchase, prepay	$2,520.00	$2,520.00

List Total:	$1,348,534.24
DIR Discounted Total:	$1,213,950.52
Shipping and Tax not applicable:	$0.00
Additional Discount:	($536,843.72)
Grand Total:	$677,106.80

By issuance of a PO, I acknowledge that I have the authority on behalf of my company to make purchasing decisions to order the items in this quote and to begin project initiation. This quote is subject to and will be governed by the Standard Terms and Conditions set forth by the State of Texas Department of Information Resources located at https://dir.texas.gov/contracts/DIR-CPO-4696 and will govern our relationship and any PO issued in relation to this quote. Any and all competing or conflicting terms and conditions are hereby unconditionally rejected.

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:
2025-1373589

Date Filed:
10/07/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Freeit Data Solutions, Inc.
Austin, TX United States

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
2026-048
FreeIt Q-16180897 FY26 Rubrik maint/sppt

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Orchid, Wayne	Austin, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

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

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

Executed in Travis County, State of Texas, on the 7th day of October (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:
2025-1373589

Date Filed:
10/07/2025

Date Acknowledged:
10/14/2025

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

Freeit Data Solutions, Inc.
Austin, TX United States

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

Williamson County

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

2026-048
FreeIt Q-16180897 FY26 Rubrik maint/sppt

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Orchid, Wayne	Austin, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

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

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

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

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

Commissioners Court - Regular Session **41.**

Meeting Date: 10/28/2025

Approval of Amendment to contract #202517 for Microsoft FY26 Unified Enterprise Support between Williamson County and Microsoft Inc. for Information Systems

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action to approve the amendment to Microsoft Enterprise Work Order #202517 originally approved on October 8, 2024, under agenda item #31, with Microsoft Corporation for Unified Enterprise Support Services under DIR Contract #DIR-CPO-4911, covering a three-year term from November 1, 2024, to October 31, 2027, adding the true-up amount of $4,802.33 to year two (2) Support total of $132,630.73.

Background

This Amendment to the Work Order Agreement adds the true-up cost of $4,802.33 to year two (2) Support total of $132,630.73. This agreement supports Williamson County Information Systems in maintaining all Microsoft platforms utilized across County operations. Microsoft Corporation is providing services through the Microsoft Master Services Agreement, under vendor contract #U9038431 and State of Texas DIR Contract #DIR-CPO-4911. The services bundle includes advisory services, on-site and remote support, problem resolution, webcasts, and other resources to ensure the continued functionality of Microsoft systems. Funding Source 01.0100.0503.004505. Microsoft is a publicly traded company, so Form 1295 is not required. The department's point of contact is Alison Gleason.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Amendment

Original Service Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	10/21/2025 04:05 PM
Form Started By: Cheryl Johnson		Started On: 10/20/2025 11:58 AM
Final Approval Date: 10/21/2025		

Microsoft

Unified Multi-Year Payment Notice

Your upcoming anniversary for your Microsoft Enterprise Services Work Order is on 11/1/2025.

Under the terms of your Microsoft Enterprise Services Work Order, prior to each contract anniversary of the Support Commencement Date, Microsoft will recalculate your Appraised Product spend for the upcoming contract year. If your recalculated Product Spend increases over the previous 12 months ("Actual Product Spend") by more than **five percent (5%)** above the Appraised Product Spend shown for that year in the Support Services Fee Summary table above, Microsoft will recalculate the associated Microsoft Unified fees for the upcoming contract year.

We are notifying you that your Actual Product Spend increased by more than **5%.**

The recalculated Microsoft Unified fees will be based on the Actual Product Spend and the Unified rates listed in the Rate Table in Section 1.3.

After 30 days of this notice, Microsoft will invoice you for an amount of **USD4,802.33**, in addition to applicable taxes. Please note that failure of payment to Microsoft may result in service suspension.

Amendment: Microsoft Enterprise Services Work Order

Enterprise Services Work Order	**GVS12411-1003062-1003062**
Amendment number	**AMDGVS12411-1003062-1003062-1028625**

This amends the Enterprise Services Work Order noted above, **County Of Williamson** and Microsoft and is effective after 30 dayssss of the original notice.

1. Amendment

Section, 1.2 Description of the Services of the Enterprise Services Work Order is hereby amended by adding:

Unified True-Up - 2025-26 USA - SLG - Enterprise West 11/1/2025 - 10/31/2026		
Quantity	Service	Service Type
1 ea	Unified True-Up	Administrative

Section, 1.3 Support Services Fees of the Enterprise Services Work Order is hereby amended by adding:

Description				**Product Spend**	**Microsoft Unified fees**
Year 2 Appraised Product Spend				USD1,027,876.00	USD73,472.49
Year 2 Product Spend with 5.00 **increase** *Recalculation required if Actual Product Spend exceeds this value*				USD1,079,269.80	
Year 2 Actual Product Spend	**Server**	**User**	**Azure**		
	USD53,710.00	USD1,035,227.00	USD20,683.00	USD1,109,620.00	USD78,274.82
Year 2 Unified Rates	9.20	6.90	9.20		
Additional Microsoft Unified Fees – Year 2					USD4,802.33

The items listed in the table above represent the services that Customer has pre-purchased for use during the term of this Work Order, and applicable fees are shown in the table below. Microsoft Support Services are a non-refundable, prepaid service. Microsoft will invoice Customer, and Customer agrees to pay Microsoft within 30 calendar days of the date of Microsoft invoice.

Services Summary	Billing Date	Fee USD
Microsoft Unified Fees – Year 2	After 30 days of original notice	USD4,802.33
Total Fees (excluding taxes)		USD4,802.33

2. **Effect of Amendment**

Except as specifically amended by this amendment, all other provisions of the Agreement shall remain unchanged, and in full force and effect.

Customer	Microsoft Affiliate
Name of Customer (please print) **County Of Williamson**	Name **Microsoft Corporation**

Microsoft

Microsoft Enterprise Services Work Order TX DIR CPO-4911

Work Order Number *(Microsoft Affiliate to complete)*	GVS12411-1003062-1003062

This Work Order consists of the terms and conditions below, and the provisions of the Microsoft Master Services Agreement reference **U9038431** , effective as of **11/15/2021** (the "Agreement"), the provisions of the Description of Services applicable to the Professional Services identified in this Work Order, and any attachments or exhibits referenced in this Work Order, all of which are incorporated herein by this reference. In this Work Order "Customer," "you," or "your" means the undersigned customer or its affiliate and "Microsoft", "we," "us," or "our" means the undersigned Microsoft affiliate.

By signing below the parties acknowledge and agree to be bound to the terms of this Work Order, the Agreement and all other provisions incorporated in them. This Work Order is effective as of the date that Microsoft signs this Work Order. Regardless of any terms and conditions contained in a purchase order, if any, the terms of this Work Order apply.

Customer
Name of Customer (please print) **County of Williamson**
Signature Bill Gravell (Oct 8, 2024.11:30 CDT)
Name of person signing (please print) Bill Gravell
Title of person signing (please print) County Judge
Signature date Oct 8, 2024
Name of Customer or its Affiliate that executed the Agreement (if different from Customer above)

Microsoft Affiliate
Name **Microsoft Corporation**
Signature   Josh Stikeleather (Sep 19, 2024 17:27 EDT)
Name of person signing (please print) Josh Stikeleather
Title of person signing (please print) Support Specialist
Signature date (effective date) 09/19/2024

Customer invoice information		
Name of Customer County Of Williamson	Contact Name (Receives invoices under this Work Order) Alison Gleason	
Street Address Info Technology Srvs 301 SE Inner Loop-Suite 105	Contact E-Mail Address agleason@wilco.org	
City Georgetown	State/Province TX	Phone 512-943-1680
Country United States	Postal Code 78626-8207	Fax

Support Services and Fees

Term.

Microsoft Enterprise Support Services will commence on **11/1/2024** (the "Support Commencement Date") and will expire on **10/31/2027** (the "Support Expiration Date").

Description of Services.

Please refer to the current Unified Support Services Description ("USSD") which will be incorporated by reference and is published by Microsoft from time to time at www.microsoft.com/unified-support-services-description. Microsoft may update the support services you purchase under this agreement from time to time, provided that the level of support services you purchase will not materially decrease during the current Term.

Services by Support Location:

YEAR 1 | Enhanced Designated Engineering | Modern Work - 2024-25 USA - SLG - Enterprise West 11/1/2024 - 10/31/2025		
Quantity	Service	Service Type
Included	Service Delivery Management Extended	Service Delivery Management
200 hr	Enhanced Designated Engineering Modern Work	Designated Support Engineering

YEAR 1 | Unified Enterprise Support - 2024-25 USA - SLG - Enterprise West 11/1/2024 - 10/31/2025		
Quantity	Service	Service Type
Included	Enterprise Advisory Support Hours As-needed	Advisory Services
Included	Enterprise Azure Problem Resolution Hours As-needed	Problem Resolution Support
Included	Enterprise On-demand Assessment	On-Demand Assessment

Included	Enterprise On-Demand Assessment - Setup and Config Service As-needed	On-Demand Assessment Remote
Included	Enterprise On-Demand Education	On-Demand Education
Included	Enterprise Online Support Portal	Administrative
Included	Enterprise Problem Resolution Hours As-needed	Problem Resolution Support
Included	Enterprise Reactive Support Management	Service Delivery Management
Included	Enterprise Service Delivery Management	Service Delivery Management
Included	Enterprise Webcasts As-Needed	Webcast
Included	Reactive Enabled Contacts	Problem Resolution Support

YEAR 1 | Unified Proactive Services Add on | Unified Proactive Svcs Enterprise Modern Work - 2024-25 USA - SLG - Enterprise West 11/1/2024 - 10/31/2025		
Quantity	Service	Service Type
Included	Service Delivery Management Extended	Service Delivery Management
1 ea	Onsite Visit	Onsite Support
1 ea	AI Governance Essentials 3D	IT Service Management

YEAR 2 | Enhanced Designated Engineering | Modern Work - 2025-26 USA - SLG - Enterprise West 11/1/2025 - 10/31/2026		
Quantity	Service	Service Type

Included	Service Delivery Management Extended	Service Delivery Management
200 hr	Enhanced Designated Engineering Modern Work	Designated Support Engineering

YEAR 2 | Unified Enterprise Support - 2025-26 USA - SLG - Enterprise West 11/1/2025 - 10/31/2026		
Quantity	Service	Service Type
Included	Enterprise Advisory Support Hours As-needed	Advisory Services
Included	Enterprise Azure Problem Resolution Hours As-needed	Problem Resolution Support
Included	Enterprise On-demand Assessment	On-Demand Assessment
Included	Enterprise On-Demand Assessment - Setup and Config Service As-needed	On-Demand Assessment Remote
Included	Enterprise On-Demand Education	On-Demand Education
Included	Enterprise Online Support Portal	Administrative
Included	Enterprise Problem Resolution Hours As-needed	Problem Resolution Support
Included	Enterprise Reactive Support Management	Service Delivery Management
Included	Enterprise Service Delivery Management	Service Delivery Management
Included	Enterprise Webcasts As-Needed	Webcast
Included	Reactive Enabled Contacts	Problem Resolution Support

YEAR 2 | Unified Proactive Services Add on | Unified Proactive Svcs Enterprise Modern Work - 2025-26 USA - SLG - Enterprise West 11/1/2025 - 10/31/2026		
Quantity	Service	Service Type
Included	Service Delivery Management Extended	Service Delivery Management
1 ea	Onsite Visit	Onsite Support

YEAR 3 | Enhanced Designated Engineering | Modern Work - 2026-27 USA - SLG - Enterprise West 11/1/2026 - 10/31/2027		
Quantity	Service	Service Type
Included	Service Delivery Management Extended	Service Delivery Management
200 hr	Enhanced Designated Engineering Modern Work	Designated Support Engineering

YEAR 3 | Unified Enterprise Support - 2026-27 USA - SLG - Enterprise West 11/1/2026 - 10/31/2027		
Quantity	Service	Service Type
Included	Enterprise Advisory Support Hours As-needed	Advisory Services
Included	Enterprise Azure Problem Resolution Hours As-needed	Problem Resolution Support
Included	Enterprise On-demand Assessment	On-Demand Assessment
Included	Enterprise On-Demand Assessment - Setup and Config Service As-needed	On-Demand Assessment Remote
Included	Enterprise On-Demand Education	On-Demand Education

Included	Enterprise Online Support Portal	Administrative
Included	Enterprise Problem Resolution Hours As-needed	Problem Resolution Support
Included	Enterprise Reactive Support Management	Service Delivery Management
Included	Enterprise Service Delivery Management	Service Delivery Management
Included	Enterprise Webcasts As-Needed	Webcast
Included	Reactive Enabled Contacts	Problem Resolution Support

YEAR 3 | Unified Proactive Services Add on | Unified Proactive Svcs Enterprise Modern Work - 2026-27 USA - SLG - Enterprise West 11/1/2026 - 10/31/2027		
Quantity	Service	Service Type
Included	Service Delivery Management Extended	Service Delivery Management
1 ea	Onsite Visit	Onsite Support

Support Services Fees.

The items listed in the table above represent the services that Customer has purchased for use during the term of this Work Order, and applicable fees are shown in the table below. Microsoft Support Services are non-refundable and prepaid at year one and subsequent anniversaries of the Support Commencement Date. Before Microsoft commences provision of Microsoft Support Services, Microsoft must receive a signed copy of this Work Order and Customer's payment, purchase order or, if applicable, completed Customer invoice information above. Microsoft will invoice Customer, and Customer agrees to pay Microsoft within **30** calendar days of the date of Microsoft invoice. Please note that failure of payment to Microsoft may result in service

suspension. Microsoft reserves the right to adjust Microsoft fees in connection with implementing any changes requested by Customer to the Microsoft Support Services ordered herein. Any modified fees will be documented in an amendment.

Support Services **Fee Summary**	**Year 1** 11-01-2024 – 10-31-2025	**Year 2** 11-01-2025 – 10-31-2026	**Year 3** 11-01-2026 – 10-31-2027	**Total**
Appraised Product Spend	USD 1,027,876.00	USD 1,027,876.00	USD 1,027,876.00	USD 3,083,628.00
Enterprise Microsoft Unified	USD 79,861.37	USD 79,861.37	USD 79,861.37	USD 239,584.11
Adjustments	(USD 15,173.59)	(USD 6,388.88)	(USD 5,749.99)	(USD 27,312.46)
Sub-Total: Microsoft Unified	USD 64,687.78	USD 73,472.49	USD 74,111.38	USD 212,271.65
Proactive Services Add-on	USD 103,330.00	USD 89,302.50	USD 92,358.50	USD 280,991.00
Adjustments	(USD 14,882.77)	(USD 5,144.23)	(USD 4,849.84)	(USD 24,876.84)
Subtotal Add-Ons	USD 88,447.23	USD 84,158.27	USD 87,508.66	USD 256,114.16
Flex Allowance	(USD 25,000.00)	(USD 25,000.00)	(USD 25,000.00)	(USD 75,000.00)
Total Fees (excluding taxes)	**USD 128,135.01**	**USD 132,630.76**	**USD 136,620.04**	**USD 397,385.81**

*The Microsoft Unified fees described above are based on a tiered rate structure along with the total value each year for Customer's validly licensed, commercially released and generally available Microsoft products, and cloud services subscriptions as identified in Appendix A of this Work Order (collectively, the "Appraised Product Spend") to calculate Customer's Microsoft Unified fees for the **3 Years** Support Term.

Prior to each contract anniversary of the Support Commencement Date, Customer's Appraised Product Spend will be re-calculated for the upcoming contract year. If Customer's product spend increases over the previous 12 months ("Actual Product Spend") by more than **five percent (5%)** above the Appraised Product Spend shown for that year in the Support Services Fee Summary table above, Microsoft will recalculate the associated Microsoft Unified fees for the upcoming contract year. The recalculated Microsoft Unified fees will be based on the Actual Product Spend and the Unified rates listed in the Rate Table below. Microsoft will invoice the customer for the difference between the re-calculated price and the original scheduled Microsoft Unified fees sub-total from the Support Services Fee Summary table above. Customer agrees to pay Microsoft such additional amounts within **30** calendar days of the date of Microsoft's invoice. Please note that failure of payment to Microsoft may result in service suspension. Enterprise Customer may receive additional Flex Allowance which may be applied towards new proactive services, enhanced services and solutions services, and/or custom proactive services. Should Customer fail to allocate the Flex Allowance prior to the contract anniversary, Microsoft may apply the additional Flex Allowance towards new proactive credits.

Microsoft Unified – Rate Table			
Enterprise package	**Server**	**User**	**Azure**
Year 2 Discounted Rate %	9.2%	6.9%	9.2%
Year 3 Discounted Rate %	9.28%	6.96%	9.28%

Appraised Product Spend by Category				
	Server	**User**	**Azure**	**TOTAL**
Year 1	USD 88,890.15	USD 917,051.16	USD 21,935.11	USD 1,027,876.00
Year 2	USD 88,890.15	USD 917,051.16	USD 21,935.11	USD 1,027,876.00
Year 3	USD 88,890.15	USD 917,051.16	USD 21,935.11	USD 1,027,876.00

Billing Schedule	Billing Date (M/d/yyyy)	Fee USD
One Time Payment	11/1/2024	128,135.01
One Time Payment	11/1/2025	132,630.76
One Time Payment	11/1/2026	136,620.04
Total Fees (excluding taxes)		**397,385.81**

Customer Named Contact(s).

Any changes to the named contacts should be submitted to Microsoft Contact.

Name of Customer Support Service Administrator Alison Gleason		
Street Address 301 SE Inner Loop Ste 104	Contact E-Mail Address agleason@wilco.org	
City GEORGETOWN	State/Province TX	Phone 512-943-1680

Country	Postal Code	Fax
United States	78626-8207	

Use, ownership, restrictions and rights.

Products.

"Product" means all products identified in the Product Terms, such as all Software, Online Services and other web-based services, including pre-release or beta versions. Product availability may vary by region. "Product Terms" means the information about Microsoft Products and Professional Services available through volume licensing. The Product Terms are published on the Volume Licensing Site and is updated from time to time. "Volume Licensing Site" means http://www.microsoft.com/licensing/contracts or a successor site.

All products and related solutions provided under this Work Order will be licensed according to the terms of the license agreement packaged with or otherwise applicable to such product. Customer is responsible for paying any licensing fees associated with Products.

Fixes.

"Fixes" means Product fixes, modifications, enhancements, or their derivatives, that Microsoft either releases generally (such as service packs), or that Microsoft provides to Customer when performing Professional Services (all support, planning, consulting and other professional services or advice, including any resulting deliverables provided to Customer under this Work Order, to address a specific issue. "Professional Services" means Product support services and Microsoft consulting services provided to Customer under this Work Order. "Professional Services" or "services" does not include Online Services, unless specifically noted.

Fixes are licensed according to the license terms applicable to the Product to which those Fixes relate. If the Fixes are not provided for a specific Product, any other use terms Microsoft provides with the Fixes will apply.

Pre-existing Work.

"Pre-existing Work" means any computer code or other written materials developed or otherwise obtained independent of this Work Order.

All rights in Pre-existing Work shall remain the sole property of the party providing the Pre-existing Work. Each party may use, reproduce and modify the other party's Pre-existing Work only as needed to perform obligations related to Professional Services.

Services Deliverables.

"Services Deliverables" means any computer code or materials, other than Products or Fixes that Microsoft leaves with Customer at the conclusion of Microsoft's performance of Professional Services. Upon payment in full for the Professional Services, Microsoft grants Customer a non-exclusive, non-transferable perpetual, fully paid-up license to reproduce, use and modify the Services Deliverable, solely in the form delivered to Customer and solely for Customer's internal business purposes, subject to the terms and conditions of this Work Order.

Non-Microsoft software and technology.

Customer is solely responsible for any non-Microsoft software or technology that it installs or uses with the Products, Fixes, or Services Deliverables.

Affiliates' rights

"Affiliate" means any legal entity that controls, is controlled by, or that is under common control with a party. "Control" means ownership of more than a 50% interest of voting securities in an entity or the power to direct the management and policies of an entity.

Customer may sublicense the rights contained in this section relating to Services Deliverables to its Affiliates, but Customer's Affiliates may not sublicense these rights and Customer's Affiliates' use must be consistent with the license terms contained in this Work Order.

Restrictions on use.

Customer must not (and is not licensed to) (1) reverse engineer, decompile or disassemble any Product, Fix, or Services Deliverable; (2) install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to any other license terms; or (3) work around any technical limitations in a Product, Fix or Services Deliverable or restrictions in Product documentation. Except as expressly permitted in this Work Order or Product documentation, Customer must not (and is not licensed to) (1) separate and run parts of a Product or Fix on more than one device, upgrade or downgrade parts of a Product or Fix at different times, or transfer parts of a Product or Fix separately; or (2) distribute, sublicense, rent, lease, lend any Products, Fixes, or Services Deliverables, in whole or in part, or use them to offer hosting services to a third party.

Reservation of rights.

Products, Fixes, and Services Deliverables are protected by copyright and other intellectual property rights laws and international treaties. Microsoft reserves all rights not expressly granted in this agreement. No rights will be granted or implied by waiver or estoppel. Rights to access or use Software on a device do not give Customer any right to implement Microsoft patents or other Microsoft intellectual property in the device itself or in any other software or devices.

Microsoft Professional Services Data Protection Addendum and Confidentiality.

"Professional Services Data" means all data, including all text, sound, video, image files, or software, that are provided to Microsoft by, or on behalf of, Customer (or that Customer authorizes Microsoft to obtain from an Online Service) or otherwise obtained or processed by or on behalf of Microsoft through an engagement with Microsoft to obtain Professional Services.

The data protection terms applying to Professional Services in effect on the effective date of this Work Order and available at https://aka.ms/eswodpa are incorporated herein by this reference.

For liability arising out of either party's confidentiality obligations relating to Professional Services Data provided under this Work Order, each party's maximum, aggregate liability to the other is limited to direct damages finally awarded in an amount not to exceed the amounts Customer paid for the applicable Professional Services under this Work Order.

Microsoft Contact

Customer contact for questions and notices about this Work Order.

Microsoft Contact Name Leslie Foster	
Phone	Contact E-Mail Address v-lfoster@microsoft.com

Appendix A

As of the Support Commencement Date, below is a list of your declared licensing enrollments and agreements for which Microsoft will provide support services as defined within this Work Order.

Customer Name	Licensing Program	Licensing Enrollment/Agreement Number/Billing Account ID
WILLIAMSON COUNTY	Enterprise 6	77605578
WILLIAMSON COUNTY-77605578-AZURE COMMERC	Enterprise 6	7348690
WILLIAMSON COUNTY-77605578-AZURE WC	Enterprise 6	6382663
WILLIAMSON COUNTY	Select Plus	7118883

Agenda Item #31, CC 10.08.2024 Work Order Agreement for Unified Enterprise Support Services from Microsoft Corp (Barbi)

Final Audit Report 2024-10-08

Created:	2024-10-07
By:	Cheryl Johnson (cheryl.johnson@wilco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAVJYSjKcxe2gJa3r8zbjZKZpt8zOSs9z5

"Agenda Item #31, CC 10.08.2024 Work Order Agreement for Unified Enterprise Support Services from Microsoft Corp (Barbi)" History

Document created by Cheryl Johnson (cheryl.johnson@wilco.org)
2024-10-07 - 7:12:16 PM GMT- IP address: 173.219.39.210

Document emailed to Rebecca Pruitt (becky.pruitt@wilco.org) for delegation
2024-10-07 - 7:13:18 PM GMT

Email viewed by Rebecca Pruitt (becky.pruitt@wilco.org)
2024-10-07 - 7:50:38 PM GMT- IP address: 66.76.4.65

Document signing delegated to Bill Gravell (bgravell@wilco.org) by Rebecca Pruitt (becky.pruitt@wilco.org)
2024-10-08 - 3:54:22 PM GMT- IP address: 66.76.4.65

Document emailed to Bill Gravell (bgravell@wilco.org) for signature
2024-10-08 - 3:54:22 PM GMT

Email viewed by Bill Gravell (bgravell@wilco.org)
2024-10-08 - 4:30:41 PM GMT- IP address: 66.76.4.65

Document e-signed by Bill Gravell (bgravell@wilco.org)
Signature Date: 2024-10-08 - 4:30:52 PM GMT - Time Source: server- IP address: 66.76.4.65

Agreement completed.
2024-10-08 - 4:30:52 PM GMT

Powered by Adobe Acrobat Sign

Commissioners Court - Regular Session **42.**

Meeting Date: 10/28/2025

Approval of Blackland Farm Lease #T4520 Extension Agreement for Randall Fischer for Blackland Heritage Park Farm Lease for Parks 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 the extension of the Blackland County Heritage Park Farm Lease #T4520 for one (1) additional year, from October 1, 2025, through September 30, 2026, under the same terms and conditions as the existing lease, with an updated rental amount of $25,875.00 per year.

Background

Authorize the extension and renewal of the farm leases at Blackland County Heritage Park for a period of one (1) additional year, extending the term from October 1, 2025, through September 30, 2026. The Parks Department has confirmed that the lessee, Randall Fischer, has met all applicable county requirements associated with the current lease agreements. Based on this compliance, the Department recommends approval of the lease extension. Point of Contact: Russell Fishbeck.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Renewal 3

Renewal 2

Renewal 1

Original Agreement

1295 document

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	10/21/2025 02:59 PM
Form Started By: Cheryl Johnson		Started On: 10/06/2025 09:48 AM
Final Approval Date: 10/21/2025		

FARM LEASE AMENDMENT AND EXTENSION AGREEMENT

Lessor: Williamson County, Texas, a political subdivision of the State of Texas

Lessor's Mailing Address:

710 Main Street
Suite 101
Georgetown, Texas 78626

Lessee: Randall Fischer

Lessee's Mailing Address:

[redacted]

I. Lease Subject of this Farm Lease Amendment and Extension Agreement

The Farm Lease Amendment and Extension Agreement dated August 27, 2021 by and between Williamson County, Texas, as Lessor, and Randall Fischer, as Lessee, ("Lease"), which is incorporated by reference, wherein Lessor agreed to lease approximately 227 acres, more or less, out of a greater 353.692 acre tract situated in the Silas Palmer Survey, Abstract No. 499, Williamson County, Texas, ("Premises"), to Lessee for the purposes described therein.

II. Agreement to Amend Lease

The Lessor and Lessee hereby agree to amend the description of the Premises from being an original Two Hundred Twenty Seven (227) acres of land, more or less, to a total of Two Hundred Twenty Five (225) acres of land, as depicted in the attached Exhibit "A." The attached Exhibit "A" provides a description of the specific areas that are being deducted and removed from the Premises and said attached Exhibit "A" shall amend and supplant the original Exhibit "A" that was set out in the Lease.

III. Agreement to Extend Lease

The Lessor and Lessee hereby agree to extend the Lease for an additional term of one (1) year beginning October 1, 2025 and ending on September 30, 2026 ("Extended Term").

IV. Rent for Extended Term:

Lessee agrees to pay to Lessor annually as rent for the Premises during the Extended Term the annual sum of $25,875.00 (approximately 225 acres at $115.00 per acre). The payment of the rental amounts during the Extended Term shall be paid in two (2)

separate and equal installments of $12,937.50, with the first installment being due on or before May 31, 2026, and the second installment being due on or before September 30, 2026. All rental payments must be payable to Williamson County, Texas and be hand delivered or mailed to:

Williamson County Parks & Recreation Department
ATTN: Parks Director
219 Perry Mayfield
Leander, TX 78641

V. Amendment of Lease Agreement Terms, Covenants and Conditions

To the extent that any terms, covenants or conditions of the Lease contradict or conflict with the terms of this Farm Lease Amendment and Extension Agreement, the terms of this Farm Lease Amendment and Extension Agreement shall control. All other existing terms, covenants and conditions of the Lease shall remain in full force and effect during the Extended Term and any tenancy thereafter.

IN WITNESS WHEREOF, the Parties hereto have duly executed and delivered this Lease Amendment and Extension Agreement to be effective as of the date of the last party's execution below.

LESSOR:

Williamson County, Texas

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

Date: _____ ____, 20____

LESSEE:

Randall Fischer

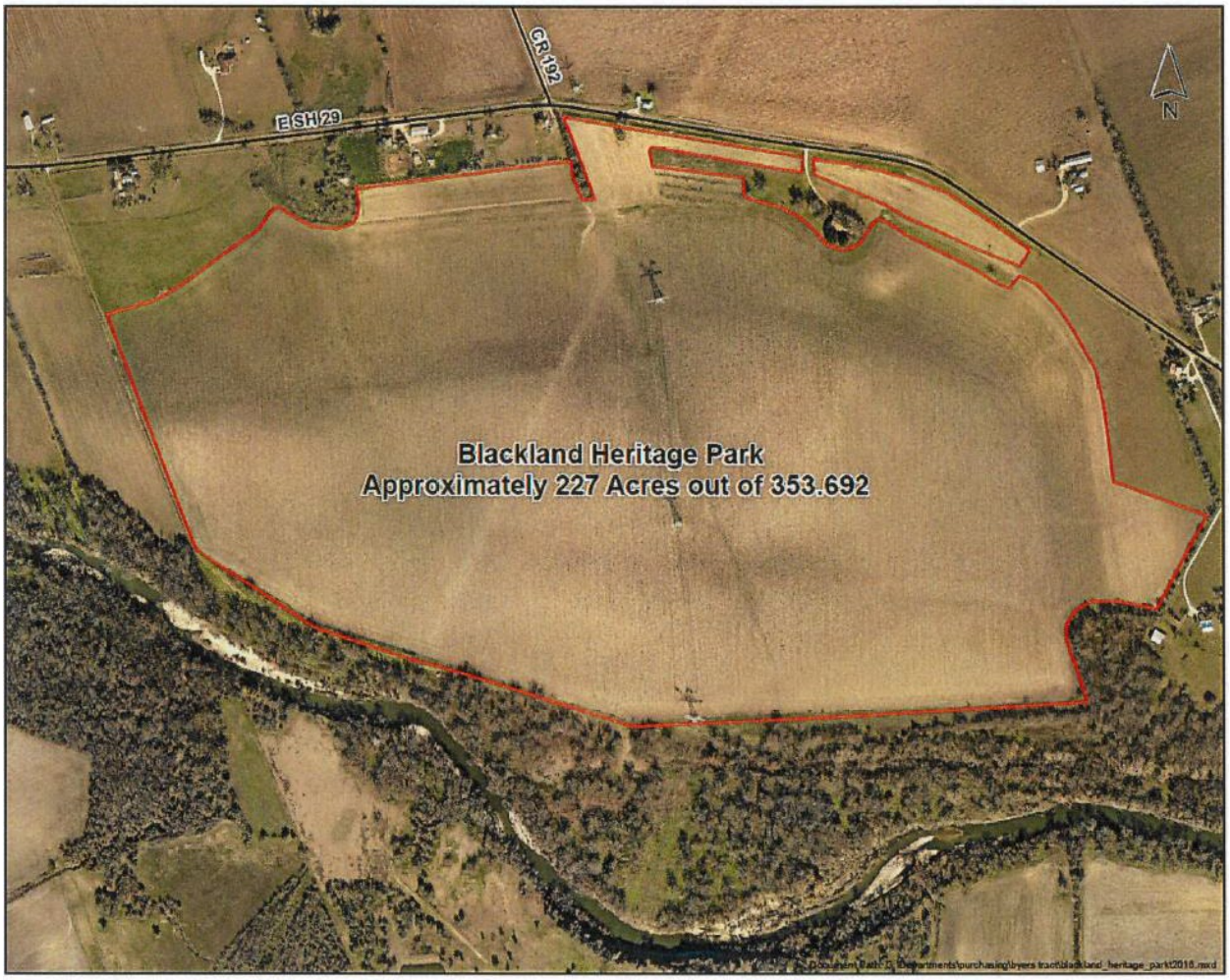
By: Randall Fischer

Printed Name: Randall Fischer

Date: 10-4-25 ____, 20____

Exhibit “A”

Original Premises



Acreage Deducted from Original Premises

Area excluded from Original Premises for purposes of an Atmos Energy Easement

Approx. 1.59 acres to be excluded from Premises
for purposes of providing a safety buffer to park residence.

Description of Premises Following Reduction of Acreage

Being approximately 225 acres, more or less, out of a greater 353.692 acre tract situated in the Silas Palmer Survey, Abstract No. 499, Williamson County, Texas, with said greater tract being more particularly described by metes and bounds in a Special Warranty Deed recorded under Document No. 2008007749, Official Records, Williamson County, Texas.

LEASE EXTENSION AGREEMENT

Lessor: Williamson County, Texas, a political subdivision of the State of Texas

Lessor's Mailing Address:

710 Main Street
Suite 101
Georgetown, Texas 78626

Lessee: Randall Fischer

Lessee's Mailing Address:

[redacted]

Farm Lease Subject of this Farm Lease Extension Agreement:

The Farm Lease Agreement dated August 27, 2021, by and between Williamson County, Texas, as Lessor, and Randall Fischer, as Lessee, ("Farm Lease"), which is incorporated by reference, wherein Lessor agreed to lease approximately 227 acres, more or less, out of a greater 353.692 acre tract situated in the Silas Palmer Survey, Abstract No. 499, Williamson County, Texas, ("Premises"), to Lessee for the purposes described therein.

Agreement to Extend Farm Lease:

Extended Term: The Lessor and Lessee (hereinafter collectively referred to as the "Parties") hereby agree to extend the Farm Lease for an additional term of one (1) year beginning October 1, 2024 and ending on September 30, 2025 ("Extended Term").

Rent for Extended Term:

Lessee agrees to pay to Lessor annually as rent for the Premises during the Extended Term the annual sum of $29,711.00 (approximately 227 acres at approximately $131 per acre). The payment of the rental amounts during the Extended Term shall be paid in two (2) separate and equal installments of $14,855.50, with the first installment being due on or before May 31, 2024, and the second installment being due on or before September 30, 2024. All rental payments must be payable to Williamson County, Texas and be hand delivered or mailed to:

Williamson County Parks & Recreation Department
ATTN: Parks Director
219 Perry Mayfield
Leander, TX 78641

Amendment of Farm Lease Agreement Terms, Covenants and Conditions:

To the extent that any terms, covenants or conditions of the Farm Lease contradict or conflict with the terms of this farm Lease Extension Agreement, the terms of this Farm Lease Extension Agreement shall control. All other existing terms, covenants and conditions of the Farm Lease shall remain in full force and effect during the Extended Term and any tenancy thereafter.

IN WITNESS WHEREOF, the Parties hereto have duly executed and delivered this Lease Extension Agreement to be effective as of the date of the last party's execution below.

LESSOR:

Williamson County, Texas

By: _____
County Judge/Presiding Officer

Date: _____

LESSEE:

Randall Fischer

By: Randall Fischer

Printed Name: Randall Fischer

Date: 9-25-24

LEASE EXTENSION AGREEMENT

Lessor: Williamson County, Texas, a political subdivision of the State of Texas

Lessor's Mailing Address:

710 Main Street
Suite 101
Georgetown, Texas 78626

Lessee: Randall Fischer

Lessee's Mailing Address:

[redacted]

Farm Lease Subject of this Farm Lease Extension Agreement:

The Farm Lease Agreement dated August 27, 2021, by and between Williamson County, Texas, as Lessor, and Randall Fischer, as Lessee, ("Farm Lease"), which is incorporated by reference, wherein Lessor agreed to lease approximately 227 acres, more or less, out of a greater 353.692 acre tract situated in the Silas Palmer Survey, Abstract No. 499, Williamson County, Texas, ("Premises"), to Lessee for the purposes described therein.

Agreement to Extend Farm Lease:

Extended Term: The Lessor and Lessee (hereinafter collectively referred to as the "Parties") hereby agree to extend the Farm Lease for an additional term of one (1) year beginning October 1, 2023 and ending on September 30, 2024 ("Extended Term").

Rent for Extended Term:

Lessee agrees to pay to Lessor annually as rent for the Premises during the Extended Term the annual sum of $29,048.00 (approximately 227 acres at approximately $128.00 per acre). The payment of the rental amounts during the Extended Term shall be paid in two (2) separate and equal installments of $14,524.00, with the first installment being due on or before May 31, 2024, and the second installment being due on or before September 30, 2024. All rental payments must be payable to Williamson County, Texas and be hand delivered or mailed to:

Williamson County Parks & Recreation Department
ATTN: Parks Director
219 Perry Mayfield
Leander, TX 78641

Amendment of Farm Lease Agreement Terms, Covenants and Conditions

To the extent that any terms, covenants or conditions of the Farm Lease contradict or conflict with the terms of this Farm Lease Extension Agreement, the terms of this Farm Lease Extension Agreement shall control. All other existing terms, covenants and conditions of the Farm Lease shall remain in full force and effect during the Extended Term and any tenancy thereafter.

IN WITNESS WHEREOF, the Parties hereto have duly executed and delivered this Lease Extension Agreement to be effective as of the date of the last party's execution below.

LESSOR:

Williamson County, Texas

By: Valerie Covey
Bill Gravell, Jr.,
Williamson County Judge

Date: Sep 12, 2023, 20___

LESSEE:

Randall Fischer

By: Randall Fischer

Printed Name: Randall Fischer

Date: 8-21, 2023

FARM LEASE

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

THIS FARM LEASE (the "Lease") is made and entered into by and between Williamson County, Texas, being a political subdivision of the State of Texas, hereinafter referred to as "Lessor", and Randall Fischer, hereinafter referred to as "Lessee."

In consideration of the rent and the covenants herein contained on the part of Lessee to be kept and performed, the Lessor does hereby lease, demise and let unto the Lessee, and the Lessee hires and rents the SURFACE ONLY, excluding the minerals, of approximately Two Hundred Twenty Seven (227) acres, more or less, situated in Williamson County, Texas, as described in Exhibit "A" (the "Premises"), subject to the following terms and conditions:

ARTICLE 1: LEASE TERM; EXTENSION TERM(S)

A. Initial Term. The Initial Term of the Lease shall be two (2) years and will commence on October 1, 2021 and will terminate on September 30, 2023, unless sooner terminated in accordance with the Farm Lease ("Initial Term").

B. Extension Term(s). On or before the termination date of the Initial Term or any current Extension Term of the Farm Lease, the Lessor, acting by and through the Williamson County Commissioners Court, reserves the right, at its sole discretion, to extend the Lease for up to three (3) additional one (1) year terms as it deems in the best interest of Williamson County; provided that the Lessee also wishes to extend the Lease. The Extension Term, if any, shall begin on the expiration of the Initial Term or the then current Extension Term of this Lease, as applicable. All terms, covenants, and provisions of this Lease shall apply to any such Extension Term(s). The total term of this Lease, including all Extension Terms, if any, shall not exceed a maximum combined period of sixty (60) months.

ARTICLE 2: RENT; PAYMENT OF RENT

A. Annual Rent During Initial Term. Lessee agrees to pay to Lessor annually as rent for the Premises during the Initial Term the annual sum of $26,105.00 (approximately 227 acres at $115.00 per acre).

B. Rent Adjustment For Extension Term(s). Following the Initial Term, the annual rent for each Extension Term will be adjusted on the first day of each Extension Term (the "Adjustment Date") to reflect increases in the Consumer Price Index for "All Urban Consumers, U.S. City Average, All Items," issued by the Bureau of Labor Statistics of the United States Department of Labor. The adjustments in the then current rent will be determined by multiplying the annual rental amount paid during the Initial Term ("Initial Base Rent") by a fraction, the numerator of which is the index number for most recently released index before the adjustment and the denominator of which is the index number for the first month of the Initial Term. If the product is greater than the Initial Base Rent, Lessee will pay this greater amount as base rent until the next rental adjustment. The base rent for any Extension Term will never be less than the Initial Base Rent.

C. The payment of the rental amounts during each Lease Period of the Term shall be paid in two (2) separate and equal installments, with the first installment being due on or before May 31st and the second installment being due on or before September 30th.

D. All rental payments must be made payable to Williamson County and be hand delivered or mailed to Williamson County Parks & Recreation Department, ATTN: Parks Director, 219 Perry Mayfield, Leander, TX 78641.

ARTICLE 3: TAXES

Lessee agrees to pay any taxes levied against the crops and personal property and fixtures of Lessee in and about the Premises, provided, however, that if any such taxes of Lessee are levied against Lessor or Lessor's property and Lessor pays those taxes, Lessee, on demand, shall reimburse Lessor for all taxes actually paid on Lessee's behalf.

ARTICLE 4: SUBORDINATION

This Lease and all rights of Lessee under it are and shall be subject to and subordinate to the rights of any mortgage holder now or hereafter having a security interest in the Premises or any other encumbrances Lessor desires to place on the property.

ARTICLE 5: USE OF PREMISES

Lessee shall use the Premises solely for the purpose of planting, raising and harvesting crops, together with all other purposes and activities usually and customarily associated with a farming operation in Williamson County, Texas. Lessee hereby acknowledges and understands that Lessor may lease property adjoining the Premises for the purpose of cattle grazing and pecan harvesting and that Lessee shall only have

farming rights to the Premises and shall not have any rights to farm such adjoining acreage.

ARTICLE 6: UTILITIES

Lessee shall pay or cause to be paid all charges for any water, electricity and any other utilities used on the Premises throughout the Term of this Lease, including any costs of installation and connection fees.

ARTICLE 7: LESSEE'S COVENANTS

Lessee further covenants and agrees as follows:

A. To pay and provide the rent for this Lease, as it is set out herein; to use the Premises in a careful and proper manner for the use specifically described herein; to commit or permit no waste or damages to the Premises; to conduct or permit no business or act that is a nuisance or may be in violation of any federal, state, or local law or ordinance; only use the Premises in such a prudent manner so as to preserve and protect the Premises and soil; to surrender the Premises on expiration or termination of this Lease in at least as good of a condition as the Premises was in on the date prior to Lessee's occupation of the Premises; cultivate the Premises in a timely, thorough, and farmer-like manner, employing the best methods of farming customarily practiced on like crops in the area and keep, repair and maintain all existing fencing, if any, during the Term of this Lease .

B. Lessee agrees to not use the Premises for any purpose other than for planting, raising and harvesting crops or to alter the Premises, including clearing new roads, moving or erecting any fences, or locating on the Premises any type of permanent or temporary improvement without Lessor's prior written consent. Lessee further agrees to not hunt or fish the Premises or allow anyone else to do so.

C. Lessee assumes the risk of loss on all property and all improvements, including any crops, which are situated on the Premises. Lessee agrees to maintain at all times during this Lease, the insurance described herein below.

D. Upon termination of this Lease, Lessee agrees that all improvements situated on the Premises, whether such improvements were situated on the Premises prior to this Lease or placed on the Premises during this Lease, shall become the property of Lessor, or, at the option of the Lessor, Lessee, at Lessee's sole expense, shall remove all improvements and debris and restore the surface of the Premises to its original condition provided that Lessee placed such improvements on the Premises during the Term of this Lease .

E. To permit Lessor to enter, inspect, and make such repairs to the Premises as Lessor may reasonably desire or show the Premises to prospective purchasers and tenants, at all reasonable times.

F. Lessee agrees that it is solely responsible for making all alterations, additions, or improvements necessary to the Premises to cause the Premises and its intended use to be in compliance with any laws, rules, ordinances, development codes or regulations of any applicable governmental authority, entity, or body, including, without limitation, the Federal Government, the local municipality, the County of Williamson, and the State of Texas and the rules and regulations of the United States Department of Agriculture and the Texas Agriculture Commissioner. The allocation of responsibility to Lessee for compliance with said laws, rules, ordinances, development codes or regulations is a material inducement for the parties to enter into this Lease. The costs incurred in causing the Premises and its intended use to be in compliance with said laws, rules, ordinances, development codes or regulations shall be solely borne by Lessee.

G. Keep all gates on the Premises closed and locked, ingress to and egress from the Premises being at those places designated by Lessor and provide Lessor with all keys and/or combinations to each gate locking mechanism used by Lessee on the Premises.

ARTICLE 8: LESSOR'S COVENANTS

Lessor covenants and agrees to warrant and defend Lessee in the enjoyment and peaceful use and operation of the Premises during the Term of this Lease, subject to the termination rights set forth herein.

ARTICLE 9: INDEMNIFICATION & INSURANCE

A. **INDEMNIFICATION OF LESSOR: LESSOR SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM ANY USE OF THE PREMISES OR ANY NEARBY PREMISES USED BY LESSEE OR ANY PART THEREOF; OR CAUSED BY ANY DEFECT IN ANY BUILDING, STRUCTURE OR OTHER IMPROVEMENT THEREON; OR IN ANY EQUIPMENT OR OTHER FACILITY THEREIN; OR CAUSED BY OR ARISING FROM ANY ACT OR OMISSION OF LESSEE, OR OF ANY OF LESSEE'S AGENTS, EMPLOYEES, LICENSEES, OR INVITEES, OR BY OR FROM ANY ACCIDENT ON THE PREMISES OR ANY SURROUNDING PREMISES OR ANY FIRE OR OTHER CASUALTY THEREON, OR OCCASIONED BY THE FAILURE OF LESSEE TO MAINTAIN THE PREMISES IN SAFE CONDITION, OR ARISING FROM ANY OTHER CAUSE WHATSOEVER; AND LESSEE HEREBY WAIVES ON ITS BEHALF ALL CLAIMS AND DEMANDS AGAINST LESSOR FOR ANY SUCH LOSS, DAMAGE, OR INJURY OF LESSEE OR OF LESSEE'S AGENTS, EMPLOYEES, LICENSEES, OR INVITEES, AND HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD LESSOR ENTIRELY FREE AND HARMLESS FROM ALL LIABILITY FOR ANY SUCH LOSS, DAMAGE, OR INJURY OF OTHER PERSONS, AND FROM ALL COSTS AND EXPENSES ARISING THEREFROM. THE TERMS OF THIS INDEMNITY PROVISION SHALL SURVIVE ANY TERMINATION OF THIS LEASE.**

B. Insurance: In order to insure the fulfillment of the above referenced indemnity provision, Lessee hereby agrees to maintain, at all times during the Term of this Lease , at Lessee's sole cost, a comprehensive public liability insurance policy protecting Lessor against all claims or demands that may arise or be claimed on account of Lessee's use of the Premises, in an amount of at least $1,000,000.00, per occurrence of accident and/or injury, for injuries to persons and damages to real and/or personal property. Said insurance shall be written by a company or companies acceptable to Lessor, authorized to engage in the business of general liability insurance in the state of Texas, and name Lessor as an additional insured. Furthermore, said insurance shall be primary as to any other existing, valid, and collectible insurance. Lessee shall deliver to Lessor annual certificates demonstrating that said insurance is paid up and copies of the insurance policies issued by the insurance companies.

Lessee further agrees to maintain at all times during the Term of this Lease , at Lessee's cost, broad coverage fire and casualty insurance on its property and to provide Lessor with a copy of the policy and a certificate issued by the insurance company demonstrating that insurance is paid up.

Lessee shall, within ten (10) calendar days from the execution of this Lease, obtain a certified statement by each insurance carrier containing a clause providing that the insurance carrier will give Lessor 30 days' written notice before any cancellation shall be effective. The insurance policies shall be provided by Lessee and shall be for a period of at least one year.

ARTICLE 10: BREACHES BY LESSEE

In addition to the remedies specifically set forth herein and those available at law or in equity, if Lessee fails to perform or breaches any term, condition or covenant set forth in this Lease, and this failure or breach continues for ten (10) calendar days after a written notice specifying the required performance has been given to Lessee, Lessee shall be in breach and Lessor may:

A. enforce specific performance causing Lessee to strictly comply with and perform such term, condition or covenant; or

B. may, but not be obligated to do so, enter the Premises and perform Lessee's obligations for the account of and at the expense of Lessee. Bills for all amounts paid by Lessor and all losses, costs, and expenses incurred by Lessor in connection with such performance by Lessor pursuant to this clause, including without limitation, all amounts paid and costs and expenses incurred by Lessor for any property, material, labor or services provided, furnished, or rendered or caused to be provided, furnished or rendered by Lessor to Lessee may be sent by Lessor to Lessee monthly or immediately, at Lessor's option, and shall be due

and payable by Lessee to Lessor as additional rent within five (5) calendar days after same is sent to Lessee by Lessor; or

C. terminate this Lease, without liability, by written notice to Lessee, in which event, the Lease hereby created shall terminate on the tenth (10^{th}) day after such notice is given and Lessee shall within such ten (10) day period vacate the Premises and surrender them to Lessor in the state required under this Lease, with Lessor having the right to reenter and repossess the Premises discharged of this Lease and to expel all occupants and to remove all property therefrom.

Upon the occurrence of any breach, Lessor may enter and take possession of the Premises by self-help, by picking or changing locks if necessary, and may lock out Lessee or any other person who may be occupying the Premises, until the breach is cured, without being liable for damages.

ARTICLE 11: BREACHES BY LESSOR

Breaches by Lessor are failing, within thirty (30) calendar days after receiving written notice from Lessee, to comply with any term, condition or covenant set forth in this Lease. In the event that Lessor fails to cure its breach within the said thirty (30) calendar days, Lessee may, as Lessee's sole remedy, terminate this Lease.

ARTICLE 12: VOLUNTARY TERMINATION

Lessor or Lessee may terminate this Lease, without cause and for convenience, upon giving three hundred sixty five (365) day's written notice to the other party. Upon the termination of this Lease by Lessee for convenience and without cause, Lessee will surrender the Premises peaceably to the Lessor and pay Lessor all remaining rental amounts that may be due hereunder for the Lease period in which Lessee terminates in. In the event that Lessor exercises its right to terminate this Lease for convenience and without cause, Lessor shall be obligated to reimburse Lessee, on a pro-rata basis, the proportion of rents, if any, that have been prepaid for any unused portion of the Lease Period in which Lessor terminates in.

ARTICLE 13: INSOLVENCY, BANKRUPTCY, ETC., OF LESSEE

If Lessee is declared insolvent or adjudicated a bankrupt; if Lessee makes an assignment for the benefit of creditors; or if a receiver is appointed for Lessee, Lessor, without prejudice to its rights hereunder and at its option, may terminate this Lease and retake possession of the premises immediately and without notice to Lessee or any assignee, transferee, trustee, or any other person or persons, using force if necessary.

ARTICLE 14: LESSOR TO HAVE LIEN

Lessor will have a lien against all goods, equipment and other personal property of Lessee brought, stored, or kept on the Premises during the Term of this Lease , in the aggregate amount of all rent, consideration, damages, and other sums that may at any time be owed by Lessee to Lessor under this Lease. In the event of any breach by Lessee, Lessor may foreclose the lien in the same manner that a mortgage would be foreclosed.

ARTICLE 15: RIGHT TO SELL

It is understood and agreed that Lessor shall have the right to sell or assign its right, title and interest in the Premises, in whole or in part, at any time during the Term of this Lease. If during the Term of this Lease , the Premises are sold by Lessor to a third party, this Lease shall terminate three hundred sixty five (365) days from the date in which Lessor gives Lessee notice that the Premises has been sold and Lessee shall vacate the Premises.

ARTICLE 16: ELECTION BY LESSOR NOT EXCLUSIVE

The exercise by Lessor of any right or remedy to collect rent or enforce its rights under this Lease will not be a waiver or preclude the exercise of any other right or remedy afforded Lessor by this Lease or by statute or law. The failure of Lessor in one or more instances to insist on strict performance or observations of one or more of the covenants or conditions of this Lease or to exercise any remedy, privilege, or option conferred by this Lease on or reserved to Lessor shall not operate or be construed as a relinquishment or future waiver of the covenant or condition or the right to enforce it or to exercise that remedy, privilege, or option; that right shall continue in full force and effect. The receipt by Lessor of rent or any other payment or part of payment required to be made by Lessee shall not act to waive any other additional consideration, rent or payment then due. Even with the knowledge of the breach of any covenant or condition of this Lease, receipt will not operate as or be deemed to be a waiver of this breach, and no waiver by Lessor of any of the provisions of this Lease, or any of Lessor's rights, remedies, privileges, or options under this Lease, will be deemed to have been made unless made by Lessor in writing.

ARTICLE 17: LIMITATIONS OF WARRANTIES

LESSEE ACKNOWLEDGES AND AGREES THAT, OTHER THAN AS MAY BE SPECIFICALLY SET FORTH HEREIN, LESSOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR

WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE NATURE, QUALITY OR CONDITION OF THE PREMISES, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE PREMISES, (C) THE SUITABILITY OF THE PREMISES FOR ANY AND ALL ACTIVITIES AND USES WHICH LESSEE MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE PREMISES OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, INCLUDING, WITHOUT LIMITATION, THE AMERICANS WITH DISABILITIES ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, AND THE TEXAS ARCHITECTURAL BARRIERS ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, (E) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PREMISES, OR (F) ANY OTHER MATTER WITH RESPECT TO THE PREMISES, AND SPECIFICALLY THAT LESSOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING SOLID WASTE, AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, OR THE DISPOSAL OR EXISTENCE, IN OR ON THE PREMISES, OF ANY HAZARDOUS SUBSTANCE, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, AND APPLICABLE STATE LAWS, AND REGULATIONS PROMULGATED THEREUNDER. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PREMISES, LESSEE IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PREMISES AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY LESSOR. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PREMISES WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT LESSOR HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT THE USE AND OPERATION OF THE PREMISES AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS, WHERE IS" CONDITION AND BASIS "WITH ALL FAULTS". LESSEE ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THIS PARAGRAPH WERE A MATERIAL FACTOR IN THE DETERMINATION OF THE AMOUNT OF THE RENT OF THE PREMISES. THE TERMS OF THIS PARAGRAPH WILL SURVIVE ANY TERMINATION OF THIS LEASE.

ARTICLE 18: CONDEMNATION

If during the Term of this Lease, all of the premises are taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right or eminent domain, or are sold to the condemning authority under threat of condemnation, this Lease will terminate, effective as of the date the condemning authority takes the premises. If only a part of the premises shall be so taken or sold, but the remainder of the premises is not capable of being used for the purposes set forth herein, Lessor may terminate this Lease, without liability, at any time within forty-five (45) calendar days following such taking or sale. Any and all payments made for or arising from any such taking or for damages to the premises resulting therefrom shall belong and be payable entirely to Lessor.

ARTICLE 19: SOIL TEST

During the last month of the First Lease Period of the Lease Term, the Williamson County Parks Department may, at its discretion, obtain a Soil Test. The results of a Soil Test will be discussed with Lessee and Lessee must employ necessary agronomic and conservation techniques to improve the Premises. In the event Lessee fails to employ necessary agronomic and conservation techniques to improve the Premises, such failure will constitute a breach hereunder and Lessor may exercise its rights under Article 10. Furthermore, any failure of Lessee to employ necessary agronomic and conservation techniques to improve the Premises will, to the extent allowed by law, be considered by Lessor in relation to any future lease offerings of the Premises should Lessee submit a bid, proposal or offer to lease the Premises.

ARTICLE 20: MISCELLANEOUS PROVISIONS

A. **Gender, Number and Headings.** Words of any gender used in this Lease 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 Lease. The captions and paragraphs or letters appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of the sections or articles of this Lease or affect this Lease in any way.

B. **Place of Performance.** This Lease shall be interpreted according to the laws of the State of Texas and shall be performed in Williamson County, Texas, and exclusive jurisdiction and venue shall lie in Williamson County, Texas.

C. **Terms Inclusive.** As used herein, the terms "Lessor" and "Lessee" include the plural whenever the context requires or admits.

D. **Severability.** If any provision of this Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Lease will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Lease is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Lease and be deemed to be validated and enforceable.

E. **Governmental Immunity.** Nothing in this Lease shall be deemed to waive, modify or amend any legal defense available at law or in equity to Lessor nor to create any legal rights or claim on behalf of any third party. Lessor 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.

F. **No Assignment or Lease by Lessee.** Lessee may not sell or assign any interest granted herein or lease the Premises or any portion of the same or any portion of any improvement erected on said premises at any time without the prior written authorization and approval of Lessor.

G. **No Indemnification by Lessor.** Lessee acknowledges and agrees that Lessor, as a Texas Lessor and a political subdivision of the State of Texas, under the Constitution and the laws of the State of Texas, cannot enter into an agreement whereby it agrees to indemnify or hold harmless any other party, including but not limited to Lessee; therefore, all references of any kind, if any, to Lessor indemnifying, holding or saving harmless any other party, including but not limited to Lessee, for any reason whatsoever are hereby deemed void and deleted.

H. **NOTICES.** Any notice to be given hereunder shall be in writing and may be affected by personal delivery or in writing by certified mail, return receipt requested, addressed to the proper party, at the following address:

LESSOR:	Williamson County Judge (or successor) 301 S.E. Inner Loop, Ste. 109 Georgetown, Texas 78626
With copy to:	Williamson County Parks & Recreation Department ATTN: Parks Director 219 Perry Mayfield Leander, TX 78641
LESSEE:	At the address listed on the signature page below.

I. **Compliance with All Statutes and Regulations.** Lessee, at its expense, shall ensure compliance with any and all State, Federal, City and Lessor (and any other such regulatory body as may exercise jurisdiction over Lessee and/or the Premises) laws, ordinances, regulations, or rules regarding the erection or installment of any improvements and all permitted activities upon the Premises.

J. **Entire Agreement.** This Lease and its addenda, if any, sets forth all the promises, agreements, conditions, and understandings between Lessor and Lessee

relative to the Premises and supersedes any prior understandings or written or oral agreements between the parties with respect to the to the Premises. There are no other promises, agreements, conditions, or understandings, either oral or written, between them. No subsequent alteration, amendment, change, or addition to this Lease will be binding on Lessor or Lessee unless in writing and signed by them and made a part of this Lease by direct reference.

EXECUTED this 27 day of August, 2021.

Lessor:

Williamson County, Texas

By: _____
Bill Gravell, Jr.,
Williamson County Judge

Lessee:

By: Randall Fischer

Printed Name: Randall Fischer

Title: CFO/Owner

Address:

1057 Doves Landing Ct
Salado TX 76571

Telephone: (512) 269 3827
Fax: (512) _____

Exhibit "A"

Being approximately 227 acres, more or less, out of a greater 353.692 acre tract situated in the Silas Palmer Survey, Abstract No. 499, Williamson County, Texas, with said greater tract being more particularly described by metes and bounds in a Special Warranty Deed recorded under Document No. 2008007749, Official Records, Williamson County, Texas. The said 227 acres, which is referenced in this Farm Lease as being the "Premises", is further depicted in the aerial photograph below.

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:
2025-1375294

Date Filed:
10/09/2025

Date Acknowledged:
10/10/2025

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

Fischer Farming
Taylor Tx, 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.

T4520
Farm Rent

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:
2025-1375294

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10/09/2025

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Fischer Farming
Taylor Tx, 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.
T4520
Farm Rent

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

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

6 UNSWORN DECLARATION

My name is [redacted]

My address is [redacted]

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

Executed in Williamson County, State of Tx, on the 9 day of Oct (month), 2025 (year).

Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **43.**

Meeting Date: 10/28/2025

Veterans Service Remodel_Vaughn_Change Order 1

Submitted For: Dale Butler **Submitted By:** Christy Matoska, Facilities Managemen

Department: Facilities Management

Agenda Category: Regular Agenda Items

Information

Agenda Item

Receive and acknowledge approval of Change Order No. 1 from J.T. Vaughn Construction, LLC. for the Veterans Services Remodel project to extend time for completion of the project, which was approved by Williamson County Senior Director, Facilities Management, Dale Butler, pursuant to the Commissioners Court's prior delegation of change order approval authority pursuant to Loc. Gov't Code Sec. 262.031.

Background

The Change Order No. 1 is made to the contractor, J.T. Vaughn Construction, LLC to add 31 days, with a new completion date of November 7th, 2025, with no increase in cost. Williamson County Senior Director, Facilities Management, Dale Butler, was delegated Change Order approval authority on March 6th, 2018, by the Commissioners Court pursuant to Loc. Gov't Code Sec. 262.031. This item is to acknowledge such approval and record the same in the minutes of the Commissioners Court.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Veterans Service Remodel_Vaughn_CO1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	10/17/2025 10:41 AM
Form Started By: Christy Matoska		Started On: 10/08/2025 09:29 AM
Final Approval Date: 10/17/2025		

CHANGE ORDER
Veterans Services Remodel

CHANGE ORDER NO: 001 NTP Date:07/01/2025
DATE OF ISSUANCE: 9/30/2025
Contractor: Vaughn Construction
Architect/ Engineer: Williamson County

EXPLANATION:
1. Additional 31 Days

CONTRACT CHANGE:
1. Additional 31 days

Original Contract Amount	$ 169,032.00
Net change by previously submitted Change Orders	$ 0.00
Contract sum prior to this Change Order was	$ 169,032.00
Contract Sum be increased / (decreased) by this Change Order in the amount of	$ 169,032.00
The new Contract Sum including this Change Order will be	$ 169,032.00

Percentage Increase of Change Orders over Original Contract Amount
(Not to Exceed 25% per state law) 0.00 %

The Contract Time will be changed by 31 days
The date of Substantial Completion as of the date of this Change Order November 7th 2025

RECOMMENDED BY:

J.T.Vaughn Construction,LLC		10/7/25
Contractor	Signature	Date

REVIEWED BY:

N/A		
Architect/ Engineer	Signature	Date

ACCEPTED BY:

Dale Butler, Sr. Director, Facilities Management		Oct 7, 2025
County's Representative	Signature	Date

Commissioners Court - Regular Session **44.**

Meeting Date: 10/28/2025

SOS Agreement with City of Georgetown

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 approving the agreement for the Siren-Operated Sensor (SOS) Gate Access System provided by Georgetown Fire Department for automatic gates at Williamson County Facilities and authorize execution of this Agreement.

Background

City of Georgetown Fire Department will provide SOS equipment. SOS Gate System includes all components to open electronic vehicle access gates that are located along or on fire apparatus access roads. Allows first responders (Police, Fire and EMS) to quickly access the property during emergencies by using an RFID access tag or operating an emergency siren to open access gates. Williamson County would assume full responsibility for all costs related to the System's installation, operation, and maintenance.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Wilco SOS Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	10/17/2025 10:27 AM
Form Started By: Christy Matoska		Started On: 10/17/2025 07:16 AM
Final Approval Date: 10/17/2025		

Agreement for Siren-Operated Sensor (SOS) Gate Access System

This Agreement ("Agreement") is entered into between the **City of Georgetown, Texas** and the undersigned apartment, storage, or commercial property owner (hereafter "property owner") to provide the **Siren-Operated Sensor (SOS) Gate Access System** for emergencies.

---

1. Purpose

a. For the purposes of this agreement the Siren-Operated Sensor (SOS) Gate System includes all necessary components to open electronic vehicle access gates that are located along or on fire apparatus access roads. The installation of the system shall be the sole responsibility of the property owner.

b. Property owners are responsible for complying with existing City ordinances regarding property access for emergency services and personnel, including ensuring that fire apparatus access road gates are in compliance with City Code Section 8.04.970 (codifying International Fire Code Appendix D, Section 103.5).

c. The City has reviewed the SOS Gate Access System and determined that the SOS Gate Access System is an approved method for fire department personnel to access electric gates in accordance with City Code Section 8.04.970.

d. The SOS Gate Access System allows first responders (**Police, Fire, and EMS**) to quickly access the property during emergencies by using an RFID access tag or operating an emergency siren to open access gates.

---

2. Terms and Conditions

a. **Provision of System**:
The Department agrees to provide the necessary quantity of SOS Gate Access Systems to the property owner or their designee at no charge, subject to compliance with this Agreement.

b. **Installation Deadline**:
The property owner or their designee shall install the system at the property listed below by December 31, 2025.

c. **Costs and Maintenance**:
The property owner assumes full responsibility for all costs related to the System's installation, operation, and maintenance.

d. This Agreement is effective on the date(s) signed by the last party below and remains in effect as long as the SOS Gate Access System is operational on the property where it is installed.

e. **Compliance**:
The property owner or their designee agrees to comply with all applicable City ordinances and gate access standards including fire apparatus and road gates City Code Section 8.04.970.

f. **System Tracking**:
The property owner or their designee acknowledges receipt of the system, as identified by the asset number provided in this Agreement and agrees to notify Georgetown Fire Department of any changes to its status, location, or functionality.

g. **RELEASE:**
THE PROPERTY OWNER ASSUMES FULL RESPONSIBILITY FOR THE SOS ACCESS SYSTEM ONCE RECEIVED AND HEREBY RELEASES, RELINQUISHES, AND DISCHARGES THE CITY, ITS OFFICERS, AGENTS, VOLUNTEERS, AND EMPLOYEES FROM ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER, INCLUDING THE COST OF DEFENSE THEREOF, FOR ANY INJURY TO OR DEATH OF ANY PERSON AND ANY LOSS OF OR DAMAGE TO ANY PROPERTY THAT IS CAUSED BY, ALLEGED TO BE CAUSED BY, ARISING OUT OF, OR IN CONNECTION WITH THIS AGREEMENT. THIS RELEASE SHALL APPLY REGARDLESS OF WHETHER SAID CLAIMS, DEMANDS, AND CAUSES OF ACTION ARE COVERED IN WHOLE OR IN PART BY INSURANCE AND REGARDLESS OF WHETHER SUCH INJURY, DEATH, LOSS, OR DAMAGE WAS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE CITY, ANY OTHER PARTY RELEASED HEREUNDER, THE PROPERTY OWNER, OR ANY THIRD PARTY.

Georgetown FD Representative: Justin Schwertner (Name) | Deputy Fire Marshal (Title) | [signature] (Signature) | 10/16/2025 (Date)

3. Asset Information

Property / Business Name:	Address:

Serial # / Asset #	Gate Location or Number

Signatures:

The Property Owner – Williamson County, Texas

Printed Name: _____
Title: _____
Signature: _____
Date Signed: _____

City of Georgetown, Texas

Georgetown Fire Department Representative
By signing below, the Georgetown Fire Department Representative confirms the SOS Gate Access System transfer to the Management Company's installer.

Printed Name: _____
Title: _____
Signature: _____
Date of Transfer: _____

FOR INTERNAL USE ONLY

The Installation Company
The installation company will provide a copy of the contract to the Georgetown Fire Department before the SOS Gate Access System is released. By signing below, the installation company acknowledges receipt of the SOS Gate Access System.

Printed Name: _____
Title: _____
Signature: _____
Date Signed: _____

Commissioners Court - Regular Session **45.**

Meeting Date: 10/28/2025

Approval of Renewal #1 for contract #24RFP66 of the lease agreement between Williamson County and George Butler Associates, Inc., for commercial property use for Facilities Management.

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving Renewal #1 for contract #24RFP66, for the commercial lease between Williamson County and George Butler Associates, Inc., (Lessee) for the property located at 1500 CR 269, Leander, Texas 78641, for $6,430.36 per month as rent for the leased premises, plus $894.09 as additional rent for Lessee's payment of real property taxes assessed against the leased premises and authorize the execution of the agreement for a 12-month term from November 1, 2025, to October 31, 2026.

Background

This renewal agreement is for Contract #24RFP66, a lease agreement between Williamson County and George Butler Associates, Inc. The original lease runs from November 1, 2024, to October 31, 2025, and includes two optional one-year renewals. This renewal will extend the lease for one year. The term is from November 1, 2025, to October 31, 2026. The new monthly rent, based on the August 2025 CPI, will be $6,430.36. Based on the 2025 property tax statement, a recommendation to increase the additional rent for property taxes to $894.09. This is a revenue-generating contract. The Facilities Department has reviewed and confirmed that all conditions have been met and recommends moving forward with the renewal. Department contact: Shantil Moore.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Renewal 1

Original Lease Agreement

1295 document

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	10/21/2025 04:04 PM
Form Started By: Cheryl Johnson		Started On: 10/17/2025 03:08 PM
Final Approval Date: 10/21/2025		

COMMERCIAL LEASE EXTENSION AGREEMENT

Date: To be effective as of November 1, 2025

Lessor: Williamson County, Texas, a political subdivision of the State of Texas

Lessor's Mailing Address:

County of Williamson
c/o: Williamson County Judge
710 Main Street, Suite 101
Georgetown, TX 78626

Lessee: George Butler Associates, Inc.

Lessee's Mailing Address:

9801 Renner Boulevard, Suite 3000
Lenexa, KS 66219

Commercial Lease Subject of this Commercial Lease Extension Agreement:

Commercial Lease Agreement dated to be effective November 01, 2025, by and between Williamson County, Texas, as Lessor, and George Butler Associates, Inc., as Lessee, ("Lease"), wherein Lessor agreed to lease the commercial space designated as 1500 CR 269, Leander, Texas 78641 ("Leased Premises"), to Lessee for the purposes described therein.

Agreement to Extend Lease:

The Lessor and Lessee hereby agree to extend the Lease for an additional one (1) year beginning November 1, 2025, and ending on midnight on October 31, 2026 ("Extension Term").

Rent for Extension Term:

In advance on the First (1st) day of each calendar month, beginning on the First (1st) day of the month of the Extension Term, Lessee agrees to pay, without demand, deduction or offset, to Lessor **$6,430.36** as rent for the Leased Premises, plus **$894.09** as additional rent for Lessee's payment of real property taxes assessed against the Leased Premises, as provided in the Lease, at: Williamson County Auditor's Office, Attn: Finance Director, 710 Main Street, Suite 301, Georgetown, Texas 78626 or such other place as Lessor may designate in writing.

Amendment of Commercial Lease Agreement Terms, Covenants and Conditions

To the extent that any terms, covenants or conditions of the Original Lease Agreement of November 01, 2024, contradict or conflict with the terms of this Commercial Lease Extension Agreement, the terms of this Commercial Lease Extension Agreement shall control. All other existing terms, covenants and conditions of the Original Lease Agreement of November 01, 2024, shall remain in full force and effect during the Extension Term and any tenancy thereafter.

ACCEPTED AND AGREED TO AS TO FORM AND SUBSTANCE:

LESSOR:

WILLIAMSON COUNTY, TEXAS

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

LESSEE:

George Butler Associates, Inc.

By: _____

Printed Name: John Cooper

Representative
Capacity: Senior Vice President

COMMERCIAL LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") is made between **Williamson County, Texas**, a political subdivision of the State of Texas, hereafter called "Lessor", and **George Butler Associates, Inc.**, hereafter called "Lessee".

The parties agree as follows:

AGREEMENT TO LEASE AND DESCRIPTION OF THE PROPERTY. The Lessor leases to the Lessee, and the Lessee rents from the Lessor, the commercial property described below:

> That certain commercial property designated as 1500 CR 269, Leander, Texas and being approximately 0.8 acres, including a 5,000 SF single-tenant office and warehouse flex space building with attendant site improvements of approximately 2,412 SF of air-conditioned office space and parking situated on a tract consisting of 2.185 acres of land (the "Leased Premises"). The Leased Premises are generally depicted by imagery with the larger tract of land upon which the Leased Premises is situated being legally described as set out in **Attachment A**, which is attached hereto and incorporated herein for all purpose.

I. TERMS OF LEASE.

A. Initial Term. The initial term of this Lease shall be a period of **One (1) Year**, commencing on **November 1, 2024** ("Commencement Date"), and ending on midnight on **October 31, 2025** ("Initial Term").

B. Extension Terms. Following the Initial Term, the Williamson County Commissioners Court reserves the right, at its sole discretion, to extend this Lease, for up to **Two (2) additional and separate One (1) year terms** as it deems in the best interest of Williamson County; provided that Lessee also wishes to extend this Lease (each separate extension being referred to as an "Extension Term" and multiple extensions being collectively referred to as "Extension Terms"). Each new Extension Term shall begin on the expiration of the Initial Term or the expiration of the prior Extension Term, whichever the case may be. All terms, covenants, and provisions of this Lease shall apply to each Extension Term.

II. RENTAL.

A. Rental for Initial Term. In advance on the First (1st) day of each calendar month, beginning on the First (1st) day of the month immediately following the Commencement Date, Lessee agrees to pay, without demand, deduction or offset, to Lessor **$6,261.99** as rent for the Leased Premises, plus **$738.01*** as additional rent for Lessee's payment of real property taxes assessed against the Leased Premises, as set forth below, at: Williamson County Auditor's Office, Attn: Finance Director, 710 Main Street, Suite 301, Georgetown, Texas 78626 or such other place as Lessor may designate in writing.

***In the event that Lessee obtains property tax exemption status from the Williamson Central Appraisal District during this Lease and no property taxes are assessed against the Leased**

Premises thereafter, Lessee shall not be required to pay the above-mentioned property taxes as additional rent.

B. Rent Adjustment for Extension Term(s). Following the Initial Term, the rent will be adjusted on the first day of each Extension Term (the "Adjustment Date") to reflect increases in the Consumer Price Index for "All Urban Consumers, U.S. City Average, All Items," issued by the Bureau of Labor Statistics of the United States Department of Labor. The adjustments in the then current rent will be determined by multiplying the rental amount paid during the Initial Term ("Initial Base Rent") by a fraction, the numerator of which is the index number for the last month before the adjustment and the denominator of which is the index number for the first month of the Initial Term. If the product is greater than the Initial Base Rent, Lessee will pay this greater amount as base rent until the next rental adjustment. The base rent for any Extension Term will never be less than the Initial Base Rent.

C. Untimely or Insufficient Payment of Rent. If Lessee fails to timely pay any month's rent, Lessee will pay Lessor an initial late charge of FIFTY DOLLARS ($50.00), plus additional late charges of TEN DOLLARS ($10.00) per day thereafter until rent is paid in full. Time is of the essence for the payment of rent. **Lessee hereby acknowledges that strict compliance with rental due dates is required and that there is no grace period pertaining to the payment of rent.** Any waiver of late charges or failure to collect late charges under this paragraph will not affect or diminish any other right or remedy Lessor may exercise, at law or in equity, for Lessee's failure to timely pay rent (including but not limited to reporting late payments to consumer reporting agencies).

Lessee further agrees to pay Lessor TWENTY-FIVE DOLLARS ($25.00) for each check Lessee tenders to Lessor which is returned by the institution on which it is drawn for any reason, plus initial and additional late charges until Lessor has received payment in full. Lessor may, upon written notice to Lessee, require Lessee to pay all rents by money order, cashier's check, certified funds, or other means acceptable to Lessor.

III. SECURITY DEPOSIT. On the execution of this Lease, Lessee shall deposit with Lessor an amount equal to one (1) month's rent, as security for faithful performance of the terms of the Lease. The deposit shall be held in a separate account for the benefit of Lessee, and it shall be returned to Lessee, without interest and less any lawful deductions of same, on full performance of the provisions of this Lease.

Lessor may deduct all reasonable charges from the security deposit, which shall include but not be limited to charges for (a) unpaid or accelerated rent; (b) late charges and returned check charges; (c) unpaid utilities; (d) costs of cleaning, deodorizing and repairing the Leased Premises and its contents for which Lessee is responsible; (e) replacing unreturned keys or other security devices; (f) the removal of all unauthorized locks, fixtures, improvements installed by Lessee; (g) packing, removing, and storing abandoned property; (h) costs of reletting, if Lessee is in default; (i) attorney's fees and costs of court incurred in any proceeding against Lessee; and/or (j) other items Lessee is responsible to pay under the terms of this Lease.

In the event the deductions from the security deposit exceeds the amount of the security deposit, Lessee will pay Lessor the excess amount within Ten (10) days after Lessor makes written demand on Lessee. The security deposit will be applied first to any non-rent items then to any unpaid rent.

IV. TAXES.

A. Personal Property Taxes. Lessee agrees to pay any taxes levied against the personal property and trade fixtures of the Lessee in and about the Leased Premises, provided, however, that if any such taxes of Lessee are levied against Lessor or Lessor's property or if the assessed value of Lessor's property is increased by the inclusion of the value placed on Lessee's property and Lessor pays those taxes, Lessee, on demand, shall reimburse Lessor for all taxes actually paid on Lessee's behalf.

B. Real Property Tax Reimbursement: Lessee agrees to pay all taxes, assessments and governmental charges of any kind and nature whatsoever (hereinafter collectively referred to as the "Taxes"), levied or assessed against the Leased Premises. Included also shall be all costs in contesting, rendering and otherwise adjusting the Taxes.

1. **Payment of Taxes to Lessor:** On the First (1st) day of each month during the Initial Term and any extended term thereafter, Lessee shall pay to Lessor, as additional rent, without offset or deduction, an amount equal to one-twelfth (1/12) of the estimated Taxes as calculated by Lessor (prorated for any partial month). The estimated Tax payment for the Initial Term is set forth herein-above.
2. **Tax Statement; Deficiency or Offset of Tax Costs:** On or before January 31st of the Initial Term or any extended term of the Lease, Lessor shall furnish to Lessee a tax statement showing the total actual Tax costs for such Lease term and the total amount of Tax payments made by Lessee during such Lease term.
    - **a.** If Lessee's actual Tax costs exceeds the aggregate of Lessee's monthly payments made during the current Lease term, Lessee shall pay Lessor the deficiency within thirty (30) days after receipt of the statement.
    - **b.** If Lessee's monthly payments exceed Lessee's actual Tax costs as shown on the statement, Lessee shall be entitled to offset the excess against payments thereafter becoming due for Lessee's actual Tax costs. In the event the Lease has been terminated or has expired prior to determining that Lessee's monthly payments exceeded Lessee's actual Tax costs, any excess amounts paid by Lessee will first be applied to any amounts that may be due and owing Lessor at that time and any excess remaining thereafter, if any, shall be paid to Lessee.
    - **c.** Lessee's rent payment shall be adjusted in the event the Taxes increase or decrease thereby causing the Lessee's actual Tax costs to change. Lessor will notify Lessee of any rent adjustment in the tax statement that is sent to Lessee on or before January 31st.

C. Remedy for Non-Payment: If Lessee should fail to pay any Taxes, assessments, or governmental charges required to be paid by Lessee hereunder, in addition to any other remedies

provided herein, Lessor may, if Lessor so elects, pay such Taxes, assessments and governmental charges. Any sums so paid by Lessor shall be deemed to be so much additional rental owing by Lessee to Lessor and due and payable upon demand as additional rental plus interest at the maximum rate of interest allowed by law from the date of payment by Lessor until repaid by Lessee. Any and all remedies that are set out herein for the late payment of rents may also be exercised by Lessor in relation to late payments of any Taxes, assessments, or governmental charges required to be paid by Lessee hereunder.

D. Adjustment to Taxes; Contest of Taxes:

1. Lessee may, at its sole cost and expense, in its own name(s) and/or in the name of Lessor, dispute and contest the Taxes by appropriate proceedings diligently conducted in good faith but only after Lessee has deposited with the Lessor the amount so contested and unpaid, which shall be held by Lessor without obligation for interest until the termination of the proceedings, at which times the amount(s) deposited shall be applied by Lessor toward the payment of the items held valid (plus any court costs, interest, penalties and other liabilities associated with the proceedings), and any excess shall be returned to Lessee. Lessee further agrees to pay to Lessor upon demand all court costs, interests, penalties and other liabilities relating to such proceedings.

2. Any payment to be made pursuant to this section with respect to the real estate tax year in which this Lease commences or terminates shall bear the same ratio to the payment which would be required to be made for the full tax year as that part of such tax year covered by the term of this Lease bears to a full tax year.

E. Property Tax Exempt Status: In the event that Lessee obtains property tax exemption status from the Williamson Central Appraisal District during any time period following the execution of this Lease and no property taxes are assessed against the Leased Premises for such time period, Lessee shall not be required to pay the property taxes as additional rent during the period of time that no property taxes are assessed against the Leased Premises.

V. UTILITIES. Lessee shall be responsible for arranging and paying for all utility services required in and to the Leased Premises which are not provided by Lessor. Such utility services shall include but not limited to electricity, gas, water, wastewater, telephone, IT communication services, alarm monitoring systems, television, sewer charges, and trash collection. Lessee further agrees to pay all connection fees, service fees, usage fees, and all other costs and fees for all utilities to the Leased Premises. Lessee must, at a minimum, keep the following utilities on at all times during any term of this Lease (to the extent they are available at the Leased Premises): gas; electricity; water; wastewater/sewer; and garbage services and collection. If the Lessee fails to keep said utilities on during any term of this Lease, Lessee shall be deemed to be in default of this Lease.

VI. INDEMNIFICATION AND INSURANCE.

A. Indemnification of Lessor. **LESSEE AGREES TO INDEMNIFY AND HOLD HARMLESS LESSOR AND THE LEASED PREMISES FROM ALL COSTS, LOSSES, DAMAGES,**

LIABILITIES, EXPENSES, PENALTIES, AND FINES WHATSOEVER THAT MAY ARISE FROM OR BE CLAIMED AGAINST LESSOR AND/OR THE LEASED PREMISES BY ANY PERSON OR PERSONS FOR ANY INJURY TO PERSON OR PROPERTY OR DAMAGE OF WHATEVER KIND OR CHARACTER ARISING FROM THE USE OR OCCUPANCY OF THE LEASED PREMISES BY LESSEE; FROM ANY NEGLECT OR FAULT OF LESSEE OR THE AGENTS, EMPLOYEES, GUESTS AND/OR INVITEES OF LESSEE IN USING AND OCCUPYING THE LEASED PREMISES; OR FROM ANY FAILURE BY LESSEE TO COMPLY AND CONFORM WITH ALL LAWS, STATUTES, ORDINANCES, AND REGULATIONS OF ANY GOVERNMENTAL BODY OR SUBDIVISION NOW OR HEREAFTER IN FORCE. IF ANY LAWSUIT OR PROCEEDING SHALL BE BROUGHT AGAINST LESSOR OR THE LEASED PREMISES ON ACCOUNT OF ANY ALLEGED VIOLATIONS OR FAILURE TO COMPLY AND CONFORM OR ON ACCOUNT OF ANY DAMAGE, OMISSION, NEGLECT, OR USE OF THE LEASED PREMISES BY LESSEE, THE AGENTS, EMPLOYEES, GUESTS AND/OR INVITEES OF LESSEE, OR ANY OTHER PERSON ON THE LEASED PREMISES, LESSEE AGREES THAT LESSEE WILL DEFEND IT, PAY WHATEVER JUDGMENTS MAY BE RECOVERED AGAINST LESSOR OR AGAINST THE LEASED PREMISES ON ACCOUNT OF IT, AND PAY FOR ALL ATTORNEYS' FEES IN CONNECTION WITH IT, INCLUDING ATTORNEYS' FEES ON APPEAL.

B. Insurance. Insurance. In order to ensure the fulfillment of the above referenced indemnity provision and protect Lessor against all claims or demands that may arise or be claimed on account of Lessee's use of the Leased Premises, Lessee hereby agrees to maintain, at all times during any term of this Lease, at Lessee's sole cost, the following insurance:

1. Commercial General Liability Policy in the minimum amount of One Million Dollars ($1,000,000) (combined single limit for bodily injury and property damage) per occurrence with a two million dollar ($2,000,000) aggregate coverage for bodily injury or death, property damage and personal injury;
2. Damages to Rented Premises coverage in the minimum amount of $100,000; and
3. Medical Expenses coverage in the minimum amount of $10,000.

The required insurance shall be written by a company or companies acceptable to Lessor, authorized to engage in the business of general liability insurance in the state of Texas, and **name Lessor as an additional insured**. Furthermore, said insurance shall be primary as to any other existing, valid, and collectible insurance. Lessee shall deliver to Lessor annual certificates demonstrating that said insurance is paid up and copies of the insurance policies issued by the insurance companies.

Lessee further agrees to maintain at all times during any term of this Lease, at Lessee's cost, broad coverage fire and casualty insurance on its property and to provide Lessor with a copy of the policy and a certificate issued by the insurance company demonstrating that insurance is paid up. Lessee’s property will not be covered by any hazard insurance that may be carried by Lessor. The Lessee assumes the risk of loss on all contents of the Leased Premises owned by the Lessee, excluding the building structures and improvements owned by the Lessor.

Lessee shall, within Ten (10) calendar days from the execution of this Lease, obtain a certified statement by each insurance carrier containing a clause providing that the insurance carrier will give Lessor Thirty (30) days' written notice before any cancellation shall be effective.

The insurance policies shall be provided by Lessee and shall be for a period of at least One (1) year.

VII. SUBORDINATION. This Lease and all rights of Lessee under it are and shall be subject to and subordinate to the rights of any mortgage holder or security interest holder now or hereafter having a security interest in the Leased Premises or any other encumbrances Lessor desires to place on the Leased Premises.

VIII. LESSEE'S COVENANTS. Lessee further covenants and agrees as follows:

A. To pay the rent and provide the consideration for the Lease as it is set out herein; to use the Leased Premises in a careful and proper manner for the express purpose of operating a lawful commercial business office; to not use the Leased Premises for any form of retail or wholesale business purposes, to commit or permit no waste or damages to the Leased Premises; to conduct or permit no business or act that is a nuisance or may be in violation of any federal, state, or local law or ordinance; to surrender the Leased Premises on expiration or termination of this Lease in clean condition and good repair, normal wear and tear excepted, provided, however, that all alterations, additions, and improvements permanently attached and made by Lessee (excepting movable furniture, equipment, supplies, and inventory installed by Lessee) shall become and remain the property of Lessor on the termination of Lessee's occupancy of the Leased Premises.

B. To comply with the Rules and Regulations attached hereto.

C. To prohibit and refrain from engaging or in allowing any use of the Leased Premises that will increase Lessor's premiums for insurance on the building without the express written consent of Lessor.

D. In case of damage to glass in or on the Leased Premises, to replace it with glass of the same kind, size, and quality as quickly as possible at Lessee's expense.

E. To maintain the structure of the building, including but not limited to the roof, exterior walls, floors and foundation. At Lessee’s expense, Lessee shall perform all minor repairs to the Leased Premises, as well as all major repairs to the heating and air-conditioning equipment/system and septic or sewer system.

F. To make no alterations in or additions or improvements to the Leased Premises, install any equipment in or on the Leased Premises or maintain signs advertising the Lessee on the Leased Premises without, in each case, obtaining the written consent of Lessor. If any alterations, additions, or improvements in or to the Leased Premises are made necessary by reason of the special use and occupancy of the Leased Premises by Lessee and, provided that Lessor grants its prior written permission to Lessee regarding such alterations, additions or improvements, Lessee agrees that it will make all such alterations, additions, and improvements in or to the Leased Premises at its own expense and in compliance with all building codes, ordinances, and governmental regulations pertaining to such work, use, or occupancy. **In accordance with indemnification provision above, Lessee agrees that it will hold Lessor harmless against all expenses, liens, claims, and damages to either property or person that may or might arise**

because any repairs, alterations, additions, or improvements are made. Upon request of Lessor, Lessee agrees to restore, at Lessee's sole expense, the Leased Premises to its original condition upon the termination of this Lease.

G. To permit Lessor to enter and inspect the Leased Premises as Lessor may reasonably desire, at all reasonable times, and to permit Lessor to put on the Leased Premises a notice, that Lessee may not remove, stating that the Leased Premises are for rent one month preceding the expiration of this Lease.

H. Lessee agrees that any and all minor adults and/or children of guests or invitees of Lessee, who may be present on the Leased Premises from time to time, shall not be left unattended and shall be accompanied and supervised, at all times while on the Leased Premises, by such minor adult's and/or child's parent or legal guardian. Whether supervised or unsupervised by a parent or legal guardian, at no time shall such minor adults and/or children be allowed to play on, near or about the Leased Premises, injure any person who may be present on the Leased Premises or otherwise damage the Leased Premises, any personal property situated on the Leased Premises, or any improvements situated thereon. In the event that such minor adults and/or children damage or destroy the Leased Premises or any improvements situated thereon or otherwise injure such persons who may be present on the Leased Premises, **Lessee hereby agrees that Lessee, in accordance with the indemnification provision above, shall be solely liable for any and all damages and/or injuries caused by such minor adults and/or children**. Immediately upon demand by Lessor, Lessee shall repair, at Lessee's sole cost, any and all damages caused to the Leased Premises and/or any improvements situated thereon. In the event such minor adults and/or children cause injury to persons who are present on the Leased Premises, Lessee hereby agrees, in accordance with terms hereof, to be solely liable to such persons who are injured.

I. Lessee agrees that it is solely responsible for making, at its sole cost, any alterations, additions, or improvements to the Leased Premises which are mandated or otherwise may be required for the issuance of a certificate of occupancy from the local municipality, if applicable. Furthermore, Lessee agrees that it is solely responsible, at its sole cost, for making all alterations, additions, or improvements necessary to the Leased Premises to cause the Leased Premises and its intended use to be in compliance with any laws, rules, ordinances, development codes or regulations of any applicable governmental authority, entity, or body, including, without limitation, state, federal and local accessibility legal requirements, the American's with Disabilities Act, the Federal Government, the local municipality, the County of Williamson, and the State of Texas. The allocation of responsibility to Lessee for compliance with such legal requirements with respect to the Leased Premises is a material inducement for the parties to enter this Lease. The cost incurred for any required alterations shall be borne solely by Lessee and all alterations shall comply with the terms of this Lease.

IX. LESSOR'S COVENANTS. Lessor covenants and agrees as follows:

A. To warrant and defend Lessee in the enjoyment and peaceful possession of the Leased Premises during the aforesaid term.

B. If the Leased Premises are destroyed or so damaged by fire, casualty, or other

disaster that they become untenantable, Lessor will have the right to render the Leased Premises tenantable by repairs within Ninety (90) days from the date of damage with reasonable additional time, if necessary, for Lessor to adjust the loss with insurance companies insuring the Leased Premises, or for any other delay occasioned by conditions beyond the control of Lessor. If the Leased Premises are not rendered tenantable within that time, Lessor will have the right to terminate this Lease by written notice to Lessee.

X. SURRENDER OF LEASED PREMISES. For purposes of this Lease, the term "surrender" shall mean vacating the Leased Premises and returning all keys and access devices to the Lessor. On or before the expiration or termination of this Lease, the Termination Date or any expiration or termination of an Extension Term or any date of termination allowed hereunder, Lessee shall surrender the Leased Premises clean and free of all trash, debris and any personal property or belongings and in as good condition as they were at the commencement of this Lease, reasonable use and wear and damages by the elements excepted. If Lessee leaves any personal property or belongings in, on or about the Leased Premises after Lessee surrenders possession of the Leased Premises, all such personal property and/or belongings of Lessee will be forfeited to and become the property of the Lessor. In the event that Lessee forfeits such personal property or belongings pursuant to the terms of this Lease, Lessee hereby acknowledges and agrees that Lessor may dispose of such personal property or belongings of Lessee, without liability to Lessor, in any manner in which Lessor, in Lessor's sole discretion, deems fit or reasonable.

XI. ABANDONMENT. For purposes of this Lease, the term "abandon" shall mean Lessee is absent from the Leased Premises for Fourteen (14) consecutive days. If at any time during the Initial Term or an Extension Term of this Lease Lessee abandons the Leased Premises of any part thereof, Lessor may, at Lessor's option and sole discretion, obtain possession of the Leased Premises in the manner provided by law, and without becoming liable to Lessee for damages or any payment of any kind whatsoever, Lessor may, at Lessor's sole discretion, as agent for Lessee, relet the Leased Premises, or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at Lessor's option, hold Lessee liable for any difference between the rent that would have been payable under this Lease during the balance of the unexpired term, if this Lease had continued in force, and the net rent for such period realized by the Lessor by means of such reletting. If Lessor's right of reentry is exercised following abandonment of the Leased Premises by Lessee, then Lessor shall consider any personal property belonging to Lessee and left on the Leased Premises to also have been abandoned, in which case Lessor may dispose of all such personal property in any manner Lessor shall deem proper and Lessor is hereby relieved of all liability for doing so.

XII. DEFAULTS BY LESSEE. In addition to the remedies specifically set forth herein and those available at law or in equity, if Lessee fails to perform or breaches any term, condition or agreement set forth in this Lease, and this failure or breach continues for Ten (10) days after a written notice specifying the required performance has been given to the Lessee, Lessor may:

A. Enforce specific performance causing the Lessee to strictly comply with and perform such term, condition or agreement; and in this event, the Lessee shall pay the Lessor all expenses of the litigation, including reasonable attorneys' fees; or

B. institute action in a court of competent jurisdiction to terminate this Lease and sue for damages, and the Lessee shall pay the Lessor all expenses of the litigation, including reasonable attorneys' fees; or

C. may, but not be obligated to do so, enter the Leased Premises and perform Lessee's obligations for the account of and at the expense of Lessee. Bills for all amounts paid by Lessor and all losses, costs, and expenses incurred by Lessor in connection with such performance by Lessor pursuant to this clause, including without limitation, all amounts paid and costs and expenses incurred by Lessor for any property, material, labor or services provided, furnished, or rendered or caused to be provided, furnished or rendered, by Lessor to Lessee may be sent by Lessor to Lessee monthly or immediately, at Lessor's option, and shall be due and payable by Lessee to Lessor as Additional Rent within Five (5) days after same is sent to Lessee by Lessor; or

D. terminate this Lease, without liability, by written notice to Lessee, in which event, the term and tenancy hereby created shall terminate on the Tenth (10^{th}) day after such notice is given (the "Termination Date") and Lessee shall within such Ten (10) day period vacate the Leased Premises and surrender them to Lessor in the state required under this Lease, with Lessor having the right to reenter and repossess the Leased Premises discharged of this Lease and to expel all occupants and to remove all property therefrom.

In addition to the remedies set forth herein and available at law, upon the occurrence of any default or breach, Lessor may enter and take possession of the Leased Premises by self-help, by picking or changing locks if necessary, and may lock out Lessee or any other person who may be occupying the Leased Premises, until the default is cured, without being liable for damages.

XIII. DEFAULTS BY LESSOR. Defaults by Lessor are failing to comply with any provision, term, condition or agreement of this Lease within Thirty (30) days after written notice from Lessee. Lessee's sole remedy for Lessor's default is to terminate this Lease.

XIV. VOLUNTARY TERMINATION. Lessor or Lessee may terminate this Lease, without cause or liability, upon giving One Hundred Eighty (180) days written notice to the other party. Upon the termination of this Lease pursuant to this provision, Lessee will surrender the Leased Premises peaceably to the Lessor in the state required under this Lease. It is understood and agreed that all amounts due Lessor as of and including the date of termination, will be immediately due and payable on the date of Lessee's surrender of the Leased Premises.

XV. INSOLVENCY, BANKRUPTCY, ETC., OF LESSEE. If Lessee is declared insolvent or adjudicated a bankrupt; if Lessee makes an assignment for the benefit of creditors; if Lessee's leasehold interest is sold under execution or by a trustee in bankruptcy; or if a receiver is appointed for Lessee, Lessor, without prejudice to its rights hereunder and at its option, may terminate this Lease and retake possession of the Leased Premises immediately and without notice to Lessee or any assignee, transferee, trustee, or any other person or persons, using force if necessary.

XVI. LESSOR TO HAVE LIEN. Lessor will have a lien against all goods, equipment, furniture, and other personal property of Lessee brought, stored, or kept on the Leased Premises

during any term of this Lease, in the aggregate amount of all rent, damages, and other sums that may at any time be owed by Lessee to Lessor under the Lease. In the event of any default by Lessee, Lessor may foreclose the lien in the same manner that a mortgage would be foreclosed and, in that event, Lessee shall be obligated for all court costs and reasonable attorneys' fees.

XVII. RIGHT TO SELL. It is understood and agreed that Lessor shall have the right to sell or assign its right, title and interest in the Leased Premises, in whole or in part, at any time during any term of this Lease. If during any term of this Lease, the Leased Premises are sold by Lessor to a third party, this Lease shall terminate. Not later than One Hundred Eighty (180) days from the date in which Lessor gives Lessee notice that the Leased Premises has been sold, Lessee shall vacate the Leased Premises.

XVIII. ELECTION BY LESSOR NOT EXCLUSIVE. The exercise by Lessor of any right or remedy to collect rent or enforce its rights under this Lease will not be a waiver or preclude the exercise of any other right or remedy afforded Lessor by this Lease or by statute or law. The failure of Lessor in one or more instances to insist on strict performance or observations of one or more of the covenants or conditions of this Lease or to exercise any remedy, privilege, or option conferred by this Lease on or reserved to Lessor shall not operate or be construed as a relinquishment or future waiver of the covenant or condition or the right to enforce it or to exercise that remedy, privilege, or option; that right shall continue in full force and effect. The receipt by Lessor of rent or any other payment or part of payment required to be made by the Lessee shall not act to waive any other additional rent or payment then due. Even with the knowledge of the breach of any covenant or condition of this Lease, receipt will not operate as or be deemed to be a waiver of this breach, and no waiver by Lessor of any of the provisions of this Lease, or any of Lessor's rights, remedies, privileges, or options under this Lease, will be deemed to have been made unless made by Lessor in writing.

No surrender of the Leased Premises for the remainder of any term of this Lease will be valid unless accepted by Lessor in writing. Lessee will not assign or sublet this Lease without Lessor's prior written consent. No assignment or sublease will relieve the assignor or sublessor of any obligation under this Lease. Each assignee or sublessee, by assuming such status, will become obligated to perform every agreement of this Lease to be performed by Lessee, except that a sublessee shall be obligated to perform such agreements only insofar as they relate to the subleased part of the property and the rent required by the sublease.

XIX. LIMITATIONS OF WARRANTIES.

LESSEE ACKNOWLEDGES AND AGREES THAT, OTHER THAN AS MAY BE SPECIFICALLY SET FORTH HEREIN, LESSOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE NATURE, QUALITY OR CONDITION OF THE LEASED PREMISES, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE LEASED PREMISES, (C) THE SUITABILITY OF THE LEASED PREMISES FOR ANY AND ALL ACTIVITIES AND USES WHICH LESSEE MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE LEASED PREMISES OR ITS

OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, INCLUDING, WITHOUT LIMITATION, THE AMERICANS WITH DISABILITIES ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, AND THE TEXAS ARCHITECTURAL BARRIERS ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, (E) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE LEASED PREMISES, OR (F) ANY OTHER MATTER WITH RESPECT TO THE LEASED PREMISES, AND SPECIFICALLY THAT LESSOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING SOLID WASTE, AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, OR THE DISPOSAL OR EXISTENCE, IN OR ON THE LEASED PREMISES, OF ANY HAZARDOUS SUBSTANCE, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, AND APPLICABLE STATE LAWS, AND REGULATIONS PROMULGATED THEREUNDER. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE LEASED PREMISES, LESSEE IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE LEASED PREMISES AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY LESSOR. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE LEASED PREMISES WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT LESSOR HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION.

LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT THE LEASE OF THE LEASED PREMISES AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS, WHERE IS" CONDITION AND BASIS "WITH ALL FAULTS". LESSEE ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THIS PARAGRAPH WERE A MATERIAL FACTOR IN THE DETERMINATION OF THE AMOUNT OF THE RENT OF THE LEASED PREMISES. THE TERMS OF THIS PARAGRAPH WILL SURVIVE ANY TERMINATION OF THIS LEASE.

XX. CONDEMNATION. If during any term of this Lease, all of the Leased Premises are taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right or eminent domain, or are sold to the condemning authority under threat of condemnation, this Lease will terminate, effective as of the date the condemning authority takes the Leased Premises. If only a part of the Leased Premises shall be so taken or sold, but the remainder of the Leased Premises is not tenantable, Lessor may terminate this Lease at any time within Forty Five (45) days following such taking or sale without liability to the Lessee. Any and all payments made for or arising from any such taking or for damages to the Leased Premises resulting therefrom shall belong and be payable entirely to Lessor.

XXI. LESSOR'S LEASE ADMINISTRATOR AND PROPERTY MANAGER. The Director of Facilities for Williamson County (or as otherwise designated by Lessor), shall serve as the Lessor's lease administrator and property manager. The said lease administrator and property manager shall also serve as liaison between the Williamson County Commissioners' Court and the Lessee.

Lessor's lease administrator and property manager contact information is as follows:

Williamson County Facilities Director
3101 S. E. Inner Loop
Georgetown, Texas 78626
Phone: (512) 943-1599
Fax: (512) 930-3313
Email: facilities@wilco.org

XXII. NOTICES. Any notice to be given hereunder shall be in writing and may be affected by personal delivery or in writing by certified mail, return receipt requested, addressed to the proper party, at the following addresses:

LESSOR: Williamson County Judge
710 South Main, Ste. 101
Georgetown, Texas 78626

LESSEE: At the address set forth below the Lessee's signature block herein below

Notices to Lessee may also be mailed or delivered to the Leased Premises and proof of mailing or posting of those notices to the Leased Premises will be deemed the equivalent of personal service on Lessee.

XXIII. GENDER, NUMBER AND HEADINGS. Words of any gender used in this Lease Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Lease. The captions and paragraphs or letters appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of the sections or articles of this Lease or affect this Lease in any way.

XXIV. PLACE OF PERFORMANCE. This Lease shall be interpreted according to the laws of the State of Texas and shall be performed in Williamson County, Texas, and exclusive jurisdiction and venue shall lie in Williamson County, Texas.

XXV. TERMS INCLUSIVE. As used herein, the terms "Lessor" and "Lessee" include the plural whenever the context requires or admits.

XXVI. SEVERABILITY. If any provision of this Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Lease will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Lease is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Lease and be deemed to be

validated and enforceable.

XXVII. GOVERNMENTAL IMMUNITY. Nothing in this Lease shall be deemed to waive, modify or amend any legal defense available at law or in equity to Lessor nor to create any legal rights or claim on behalf of any third party. Lessor 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.

XXVIII. ASSIGNMENT. Lessee may not assign, in whole or in part, any interest it may have in this Lease without the prior written consent of Lessor.

XXIX. NO INDEMNIFICATION BY LESSOR. Lessee acknowledges and agrees that Lessor, as a Texas County and a political subdivision of the State of Texas, under the Constitution and the laws of the State of Texas, cannot enter into an agreement whereby it agrees to indemnify or hold harmless any other party, including but not limited to Lessee; therefore, all references of any kind, if any, to Lessor indemnifying, holding or saving harmless any other party, including but not limited to Lessee, for any reason whatsoever are hereby deemed void and deleted.

XXX. PRO-RATA PROPORTIONS. If this Lease should commence on a date other than the First (1st) day of a calendar month or terminate on a date other than the last day of the then current term of the Lease, percentage rental for such fractional part of the then current term of the Lease following the Commencement Date or preceding the termination date, as the case may be, shall be paid after deducting from the percentage rental all payments of minimum guaranteed rental for the fractional period, the percentage rental to be paid in monthly installments as provided in this Lease with respect to full term of the Lease.

XXXI. ENTIRE AGREEMENT. This Lease and its addenda, if any, sets forth all the promises, agreements, conditions, and understandings between Lessor and Lessee relative to the Leased Premises and supersedes any prior understandings or written or oral agreements between the parties with respect to the to the Leased Premises. There are no other promises, agreements, conditions, or understandings, either oral or written, between them. No subsequent alteration, amendment, change, or addition to this Lease will be binding on Lessor or Lessee unless in writing and signed by them and made a part of this Lease by direct reference.

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Lease to be effective as of the date of the last party's execution below.

Signed, sealed, and delivered in our presence as:

LESSOR:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell (Sep 17, 2024 12:15 CDT)

Printed Name: Bill Gravell

Representative
Capacity: _____

Date: Sep 17, 2024 _____, 20____

LESSEE:

GEORGE BUTLER ASSOCIATES, INC.

By: _____

Printed Name: John Cooper

Representative
Capacity: Senior Vice President

Date: September 4 _____, 2024

Address for Notice:

[redacted]

RULES AND REGULATIONS

1. Lessee and Lessee's employees shall not loiter in any common area adjoining the Leased Premises nor shall they in any way obstruct the sidewalks, entry passages, pedestrian passageways, driveways, entrances and exits to in, on or around the Leased Premises. They shall use the same only as passageways to and from their respective work areas.

2. Lessee shall not mark, drive nails, screw or drill into, paint or in any way deface the exterior walls, roof, foundations, bearing walls or pillars of the Leased Premises without prior written consent from Lessor. Lessee shall keep all sidewalk areas in, on and around the Leased Premises clean and free of debris. Lessee shall reimburse Lessor for the expense of cleaning or repairing any breakage, stoppage or damage resulting from a violation of this rule.

3. No awning or shade shall be affixed or installed over or in the show windows or the exterior of the Leased Premises. Lessee may install window treatment inside the Leased Premises such as vertical blinds if approved by Lessor. Any "window treatment" shall be in a color congruent and consistent with the parts of the Leased Premises. Lessee also agrees there shall be no window tinting, stickers or reflective material placed on the glass, inside or out, at any time.

4. No boring or cutting for wires shall be allowed, except with Lessor's prior written approval.

5. Lessee shall not do anything in the Leased Premises, or bring or keep anything therein, which will in any way increase or tend to increase the risk of fire or the rate of fire insurance or which shall conflict with the regulations of the local fire department or other local or state laws, or with any insurance policy on the Leased Premises or any part thereof, or with any rules or regulations established by any administrative body or official having jurisdiction.

6. Lessee shall not use any machinery in the Leased Premises (regardless whether Lessor approved its installation) which may cause any unreasonable noise, vibration, or tremor to the floors or walls, or which by its weight might injure the floors of the Leased Premises.

7. Lessor may limit weight, size and position of all safes, fixtures, and other equipment used in the Leased Premises.

8. Lessee nor Lessee's officers, agents and employees shall make or permit any loud, unusual or improper noises or interfere in any way with other lessees or those having business with them, nor bring into nor keep within the Leased Premises any animal or bird (except for animals assisting handicapped persons), or any bicycle or other vehicle.

9. Unless expressly authorized in the Lease, Lessee shall have no right to place an antenna on the roof or exterior walls of the Leased Premises. Lessee is not allowed on the roof nor may Lessee place any material on, pierce, damage, add vents or other devices, or remove any part of the roof, at any time. The only persons allowed on the roof shall be those licensed and insured maintenance contractors which have received prior approval from Lessor.

10. All garbage, including wet garbage, refuse or trash, shall be placed by Lessee in the receptacles near the Leased Premises provided by Lessee for that purpose.

11. Lessee shall not permit any chemicals, trash or other foreign materials to be deposited or disposed of in the Leased Premises except that trash which legally may be sent to the municipal or county landfill may be placed in the receptacles provided on the Leased Premises by Lessee. Hazardous chemicals are not permitted on the Leased Premises. Lessee shall cooperate with Lessor and all other lessees so that the common areas adjoining the Leased Premises may be kept in a clean and orderly condition and free of obstructions.

12. Lessee, at Lessee's cost, shall service the Leased Premises on not less than on a quarterly basis to prevent the development of pests, roaches, rodents, ants, spiders, or etc.

13. Lessee shall not overburden the parking facilities and shall cooperate with Lessor and other lessees in the use of the parking facilities. Lessor reserves the right in its absolute discretion to determine whether parking facilities are becoming crowded, and, in such event, to allocate parking spaces among lessees.

14. Lessee shall cooperate with any security regulations issued by Lessor from time to time, and shall comply with instructions and/or directions of Lessor's duly authorized personnel for the protection of the Leased Premises.

15. No waiver of any rule or regulation by Lessor or Lessor's agent shall have any effect unless expressed in writing and signed by Lessor or its authorized agent.

17. Lessor reserves the right at any time to reasonably change or rescind any one or more of these rules or regulations or to make such other and further reasonable rules and regulations as in Lessor's judgment may from time to time be necessary for the management, safety, care and cleanliness of the Leased Premises, and for the preservation of good order therein, as well as for the convenience of other occupants and lessees of premises adjoining the Leased Premises. Lessor shall not be responsible to Lessee or any other person for the non-observance or violation of the rules and regulations by any other Lessee or other person; however, Lessor shall not discriminate among lessees when enforcing the rules and regulations. Lessee shall be deemed to have read these rules and to have agreed to abide by them as a condition to its occupancy of the space herein leased.

18. In the event of any conflict between these rules and regulations or any further or modified rules and regulations from time to time issued by Lessor and the Lease provisions, the Lease provisions shall prevail.

Attachment A

Leased Premises

Entrance to Leased Premises:

Front Elevation of Office/Warehouse Building:

Southern Elevation of of Office/Warehouse Building:

EXHIBIT A-1

County: Williamson
Parcel: 303
Highway: FM 2243

METES & BOUNDS DESCRIPTION FOR PARCEL 303

METES & BOUNDS DESCRIPTION FOR A 1.631 ACRE TRACT OF LAND OUT OF THE ELIJAH D. HARMON SURVEY, ABSTRACT NO. 6, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF THE REMAINDER OF A CALLED 3.74 ACRE TRACT OF LAND AS CONVEYED TO FREDERICK A. JAY BY GENERAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2002087971 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 1.631 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND SHOWN ON THE ATTACHED SKETCH:

BEGINNING at a 1/2-inch iron rod with an illegible cap found on the northeast right-of-way line of U.S. Highway 183A (width varies) as dedicated in Document Numbers 2005010093, 2005013409, 2005101481, 2022136249 and 2023002871, all of the Official Public Records of Williamson County, Texas, at the southwest corner of the above described Jay remainder tract, at the northwest corner of a called 1.063 acre tract of land described as Parcel 304 as dedicated in said Document Number 2022136249 of the Official Public Records of Williamson County, Texas, and at the most easterly common corner of a called 1.557 acre tract of land described as Parcel 33 as dedicated in said Document Number 2005013409 of the Official Public Records of Williamson County, Texas, and a called 5.532 acre tract of land described as Parcel 34 as dedicated in said Document Number 2005010093 of the Official Public Records of Williamson County, Texas, for the southwest corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, with the northeast right-of-way line of said U.S. Highway 183A and the southwest line of said Jay remainder tract, along a curve to the left, an arc distance of 205.31 feet, having a radius of 2,884.79 feet, a central angle of 04°04'40" and a chord which bears N 33°57'20" W a distance of 205.26 feet to a 1/2-inch iron rod with an illegible cap found at the intersection with the south right-of-way line of Hero Way (width varies) as dedicated by Document Numbers 2009071322, 2009071325 and 2023002871, all of the Official Public Records of Williamson County, Texas, at the northwest corner of said Jay remainder tract, at the southwest corner of a called 1.139 acre tract of land described as Parcel 302 as dedicated in said Document Number 2023002871 of the Official Public Records of Williamson County, Texas, at the most easterly common corner of said Parcel 33 and a called 2.115 acre tract of land described as Parcel 32 Part 1 as dedicated in said Document Number 2005101481 of the Official Public Records of Williamson County, Texas, for the northwest corner of the herein described tract;

THENCE, with the north line of said Jay remainder tract and the south right-of-way line of said Hero Way, N 68°58'05" E a distance of 481.88 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" (NAD-83, Central Zone Grid Coordinates: N: 10,186,265.00, E: 3,082,046.37) set at the southeast corner of said Parcel 302, at the southeast corner of a called 0.003 acre tract of land described as Parcel 302R as conveyed to Williamson County, Texas by Deed recorded in said Document Number 2023002871 of the Official Public Records of Williamson County, Texas, and at the beginning of a non-tangent curve to the left, for the northeast corner of the herein described tract, 366.42 feet right of FM 2243 baseline station 105+69.50, from which a 5/8-inch iron rod found on the west right-of-way line of County Road 269 (width varies) (no deed of record found), at the northeast corner of said Jay remainder tract, and at the southeast corner of said Parcel 302R, bears N 68°58'05" E a distance of 19.32 feet;

THENCE, departing the south right-of-way line of said Hero Way, over and across said Jay remainder tract, along said curve to the left, an arc distance of 274.91 feet, having a radius of 991.00 feet, a central angle of 15°53'38" and a chord which bears S 22°07'18" W a distance of 274.02 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set on the east right-of-way line of said U.S. Highway 183A and the south line of said Jay remainder tract, at the northeast corner of said Parcel 304, and at the northwest corner of the remainder of a called 5.221 acre tract of land as conveyed to GP Liberty Hill LLC by General Warranty Deed recorded in Document Number 2016086336 of the Official Public Records of Williamson County, Texas, for the southeast corner of the herein described tract, 566.61 feet right of FM 2243 baseline station 103+82.37, from which a 5/8-inch iron rod found on the west right-of-way line of said County Road 269, at the southeast corner of said Jay remainder tract, and at the northeast corner of said GP Liberty Hill Tract, bears N 68°55'55" E a distance of 204.88 feet;

THENCE, with the east right-of-way line of said U.S. Highway 183A and the south line of said Jay remainder tract, S 68°55'55" W a distance of 248.55 feet to the **POINT OF BEGINNING** and containing 1.631 acres (71,042 square feet) of land, more or less.

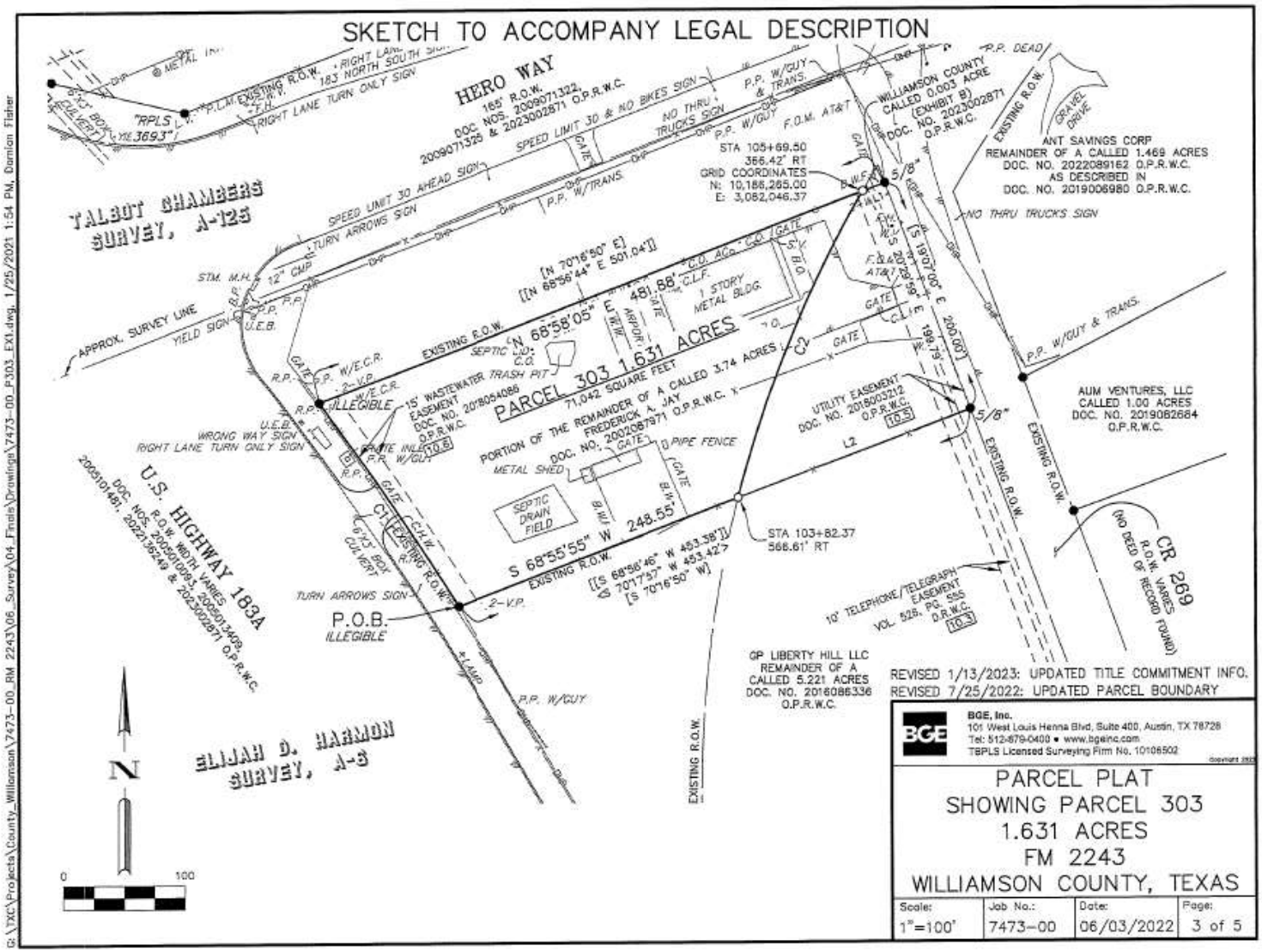
Bearing orientation is based on the Texas State Plane Coordinate System NAD-83, Central Zone 4203. All distances are surface and may be converted to grid by dividing by a scale factor of 1.00012.

I hereby certify that these notes were prepared by BGE from a survey made on the ground under my supervision on May 12, 2022 and are true and correct to the best of my knowledge. A sketch accompanies this description.

1/13/2023
Date

Jonathan O. Nobles RPLS Number 5777
BGE, Inc.
101 West Louis Henna Blvd., Suite 400
Austin, TX 78728
Telephone: 512-879-0400
TBPELS Licensed Surveying Firm Number 10106502

Client:	Williamson County
Date:	June 3, 2022
Revised:	January 13, 2023
Project Number:	7473-00



REVISED 1/13/2023: UPDATED TITLE COMMITMENT INFO.
REVISED 7/25/2022: UPDATED PARCEL BOUNDARY

BGE, Inc.
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TBPLS Licensed Surveying Firm No. 10106502

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PARCEL PLAT
SHOWING PARCEL 303
1.631 ACRES
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	06/03/2022	3 of 5

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LEGEND

B.	BOLLARD
BLDG.	BUILDING
B.O.	BUILDING OVERHANG
B.P.	BRICK PAVERS
B.W.F.	BARBED WIRE FENCE
C.H.W.	CONCRETE HEADWALL
C.L.F.	CHAIN LINK FENCE
CMP	CORRUGATED METAL PIPE
C.O.	CLEAN OUT
DOC.	DOCUMENT
D.R.W.C.	DEED RECORDS OF WILLIAMSON COUNTY
E.C.R.	ELECTRIC CONDUIT RISER
E.M.	ELECTRIC METER
F.H.	FIRE HYDRANT
F.O.M.	FIBER OPTIC MARKER
G.P.	GATE POST
M.H.	MANHOLE
NO.	NUMBER
NOS.	NUMBERS
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
PG.	PAGE
P.L.M.	PIPELINE MARKER
P.L.V.	PIPELINE VENT
P.O.B.	POINT OF BEGINNING
P.P.	POWER POLE
RCP	REINFORCED CONCRETE PIPE
R.P.	REFLECTOR POST
R.O.W.	RIGHT-OF-WAY
STM.	STORM
S.V.	SPRINKLER VALVE
TRANS.	TRANSFORMER
U.E.B.	UNDERGROUND ELECTRIC BOX
VOL.	VOLUME
V.P.	VERTICAL PIPE
W.M.	WATER METER
W.V.	WATER VALVE
W.W.	WATER WELL
( )	RECORD INFO FOR DOC. NO. 2005010093 O.P.R.W.C.
[ ]	RECORD INFO FOR DOC. NO. 2002087971 O.P.R.W.C.
(( ))	RECORD INFO FOR DOC. NO. 2005101481 O.P.R.W.C.
[[ ]]	RECORD INFO FOR DOC. NO. 2005013409 O.P.R.W.C.
< >	RECORD INFO FOR DOC. NO. 2016086336
●	FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
o	SET 1/2" IRON ROD W/CAP "WILCO ROW 5777"
△	CALCULATED POINT
——x——	WIRE FENCE
——OHT——	OVERHEAD TELEPHONE
——OHP——	OVERHEAD POWER
——ab——	EDGE OF ASPHALT

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N 68°58'05" E	19.32'
L2	N 68°55'55" E	204.88'

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	205.31'	2,884.79'	4°04'40"	N 33°57'20" W	205.26'
C2	274.91'	991.00'	15°53'38"	S 22°07'18" W	274.02'

RECORD CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
[[C1]]	[[205.05']]	[[2,884.79']]	[[4°04'21"]]	[[N 33°56'21" W]]	[[205.01']]

REVISED 1/13/2023: UPDATED TITLE COMMITMENT INFO.
REVISED 7/25/2022: UPDATED PARCEL BOUNDARY

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PARCEL PLAT
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WILLIAMSON COUNTY, TEXAS

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RESTRICTIVE COVENANT AND EASEMENT NOTES:

1. RESTRICTIVE COVENANTS OF RECORD ITEMIZED IN VOLUME 921, PAGE 806, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.

10.3 TELEPHONE/TELEGRAPH EASEMENT GRANTED TO SOUTHWESTERN BELL TELEPHONE COMPANY, AS DESCRIBED IN VOLUME 526, PAGE 555, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10.5 UTILITY EASEMENT GRANTED TO THE CITY OF LEANDER, AS DESCRIBED IN DOCUMENT NO. 2018003212, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10.6 WASTEWATER EASEMENT GRANTED TO THE CITY OF LEANDER, AS DESCRIBED IN DOCUMENT NO. 2018054086, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10.7 THE RIGHT TO PROHIBIT, LIMIT, RESTRICT OR CONTROL ACCESS TO U.S. HWY 183A, AS SET FORTH IN DOCUMENT NO. 2005013409, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT.

GENERAL NOTES:

1. BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83. DISTANCES SHOWN HEREON ARE IN SURFACE AND CAN BE CONVERTED TO GRID BY DIVIDING BY THE COMBINED SCALE FACTOR = 1.00012
2. A METES AND BOUNDS DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS SKETCH.
3. THIS PARCEL PLAT WAS MADE IN RELIANCE UPON THAT CERTAIN COMMITMENT FOR TITLE INSURANCE ISSUED BY FIRST AMERICAN TITLE GUARANTY COMPANY AND TEXAS NATIONAL TITLE, INC. UNDER G.F. NO. T-158408, DATED EFFECTIVE SEPTEMBER 23, 2022 AND ISSUED ON OCTOBER 3, 2022.

I hereby certify that this survey was made on the ground by BGE, Inc. under my supervision on May 12, 2022 and is true and correct to the best of my knowledge. The property has access to a public roadway and there are no visible encroachments, except as shown hereon.

STATE OF TEXAS
REGISTERED
JONATHAN O. NOBLES
5777
PROFESSIONAL
LAND SURVEYOR

1/1/2023

JONATHAN O. NOBLES RPLS NO. 5777
BGE, INC.
101 WEST LOUIS HENNA BLVD., SUITE 400
AUSTIN, TEXAS 78728
TELEPHONE: (512) 879-0400

REVISED 1/13/2023: UPDATED TITLE COMMITMENT INFO.
REVISED 7/25/2022: UPDATED PARCEL BOUNDARY

BGE, Inc.
101 West Louis Henna Blvd, Suite 400, Austin, TX 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPLS Licensed Surveying Firm No. 10106502

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PARCEL PLAT
SHOWING PARCEL 303
1.631 ACRES
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	06/03/2022	5 of 5

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EXHIBIT A-2

County: Williamson
Parcel: 303R
Highway: FM 2243

METES & BOUNDS DESCRIPTION FOR PARCEL 303R

METES & BOUNDS DESCRIPTION FOR A 0.554 ACRE TRACT OF LAND OUT OF THE ELIJAH D. HARMON SURVEY, ABSTRACT NO. 6, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF THE REMAINDER OF A CALLED 3.74 ACRE TRACT OF LAND AS CONVEYED TO FREDERICK A. JAY BY GENERAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2002087971 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.554 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND SHOWN ON THE ATTACHED SKETCH:

COMMENCING for POINT OF REFERENCE at a 1/2-inch iron rod with an illegible cap found on the northeast right-of-way line of U.S. Highway 183A (width varies) as dedicated in Document Numbers 2005010093, 2005013409, 2005101481, 2022136249 and 2023002871, all of the Official Public Records of Williamson County, Texas, at the southwest corner of the above described Jay remainder tract, at the northwest corner of a called 1.063 acre tract of land described as Parcel 304 as dedicated in said Document Number 2022136249 of the Official Public Records of Williamson County, Texas, and at the most easterly common corner of a called 1.557 acre tract of land described as Parcel 33 as dedicated in said Document Number 2005013409 of the Official Public Records of Williamson County, Texas, and a called 5.532 acre tract of land described as Parcel 34 as dedicated in said Document Number 2005010093 of the Official Public Records of Williamson County, Texas; Thence, with the east right-of-way line of said U.S. Highway 183A and the south line of said Jay remainder tract, N 68°55'55" E a distance of 248.55 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" (NAD-83, Central Zone Grid Coordinates: N: 10,186,011.17, E: 3,081,943.19) set at the northeast corner of said Parcel 304, at the northwest corner of the remainder of a called 5.221 acre tract of land as conveyed to GP Liberty Hill LLC by General Warranty Deed recorded in Document Number 2016086336 of the Official Public Records of Williamson County, Texas, and at the beginning of a non-tangent curve to the right, for the southwest corner and **POINT OF BEGINNING** of the herein described tract, 566.61 feet right of FM 2243 baseline station 103+82.37;

THENCE, over and across said Jay remainder tract, along said curve to the right, an arc distance of 274.91 feet, having a radius of 991.00 feet, a central angle of 15°53'38" and a chord which bears N 22°07'18" E a distance of 274.02 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set on the north line of said Jay remainder tract and the south right-of-way of south right-of-way line of Hero Way (width varies) as dedicated by Document Numbers 2009071322, 2009071325 and 2023002871, all of the Official Public Records of Williamson County, Texas, at the southeast corner of a called 1.139 acre tract of land described as Parcel 302 as dedicated in said Document Number 2023002871 of the Official Public Records of Williamson County, Texas, and at the southwest corner of a called 0.003 acre tract of land described as Parcel 302R as conveyed to Williamson County, Texas by Deed recorded in said Document Number 2023002871 of the Official Public Records of Williamson County, Texas, for the northwest corner of the herein described tract, 366.42 feet right of FM 2243 baseline station 105+69.50, from which a 1/2-inch iron rod with an illegible cap found at the intersection of the northeast right-of-way line of said U.S. Highway 183A and the south right-of-way line of said Hero Way, at the southwest corner of said Parcel 302, at the most easterly common corner of said Parcel 33 and a called 2.115 acre tract of land described as Parcel 32 Part 1 as dedicated in said Document Number 2005101481 of the Official Public Records of Williamson County, Texas, and at the northwest corner of said Jay remainder tract bears S 68°58'05" W a distance of 481.88 feet;

THENCE, with the north line of said Jay remainder tract and the south line of said Williamson County Parcel 302R, N 68°58'05" E a distance of 19.32 feet to a 5/8-inch iron rod found on west right-of-way line of County Road 269 (width varies) (no deed of record found), at the northeast corner of said Jay remainder tract, and at the southeast corner of said Williamson County Parcel 302R, for the northeast corner of the herein described tract;

THENCE, with the west right-of-way line of said County Road 269 and the east line of said Jay remainder tract, S 20°29'59" E a distance of 199.79 feet to a 5/8-inch iron rod found at the southeast corner of said Jay remainder tract, and at the northeast corner of said GP Liberty Hill Tract, for the southeast corner of the herein described tract, from which a 1/2-inch iron rod found on the west right-of-way line of said County Road 269, at the southeast corner of said GP Liberty Hill Tract, bears S 20°29'59" E a distance of 563.30 feet;

THENCE, departing the west right-of-way line of said County Road 269, with the south line of said Jay remainder tract and the north line of said GP Liberty Hill Tract, S 68°55'55" W a distance of 204.88 feet to the **POINT OF BEGINNING** and containing 0.554 acre (24,136 square feet) of land, more or less.

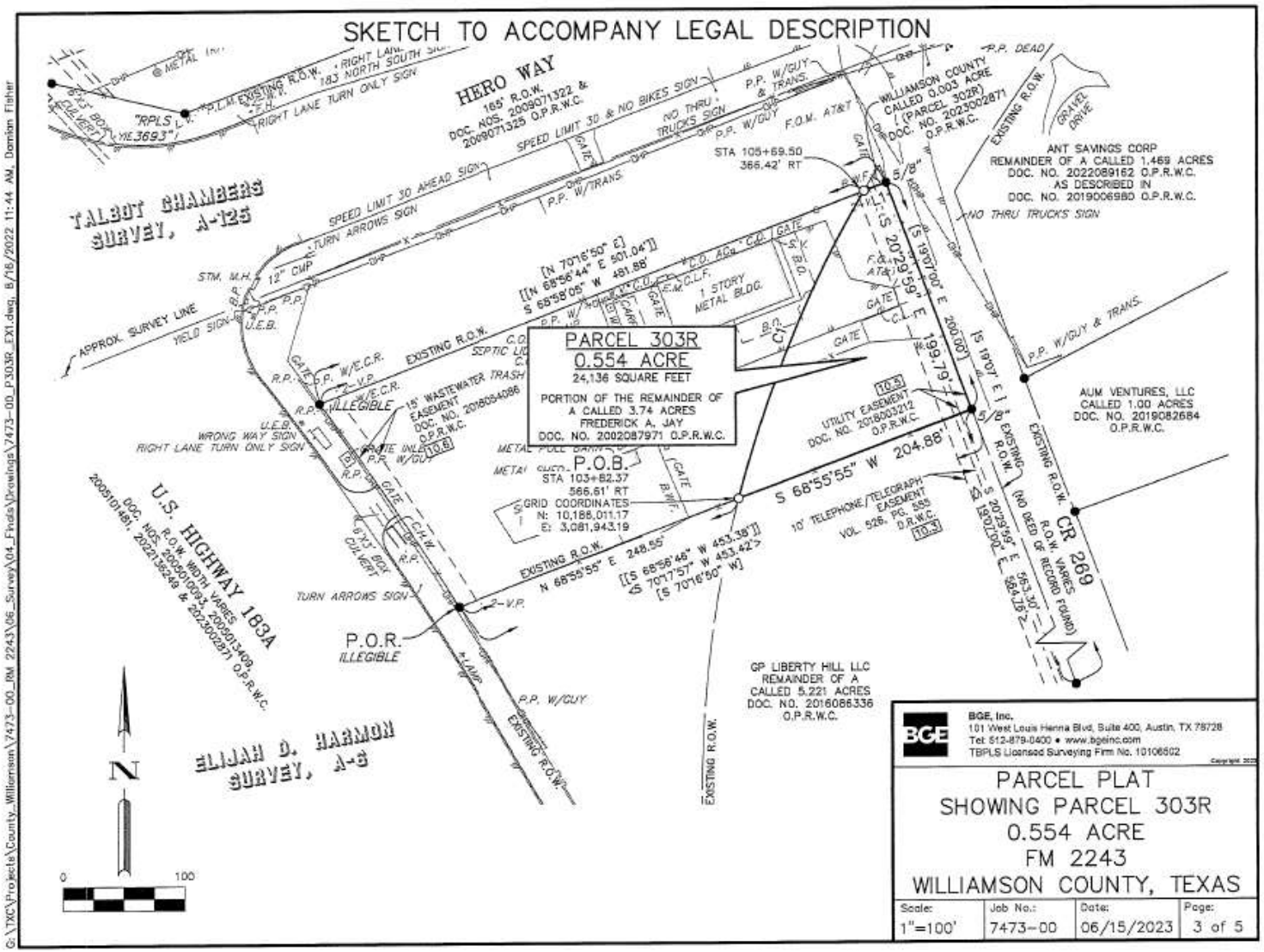
Bearing orientation is based on the Texas State Plane Coordinate System NAD-83, Central Zone 4203. All distances are surface and may be converted to grid by dividing by a scale factor of 1.00012.

I hereby certify that these notes were prepared by BGE from a survey made on the ground under my supervision on May 12, 2022 and are true and correct to the best of my knowledge. A sketch accompanies this description.

6/15/2023
Date

Jonathan O. Nobles RPLS Number 5777
BGE, Inc.
101 West Louis Henna Blvd., Suite 400
Austin, TX 78728
Telephone: 512-879-0400
TBPELS Licensed Surveying Firm Number 10106502

Client:	Williamson County
Date:	June 15, 2023
Project Number:	7473-00



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101 West Louis Henna Blvd, Suite 400, Austin, TX 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPLS Licensed Surveying Firm No. 10106502

PARCEL PLAT
SHOWING PARCEL 303R
0.554 ACRE
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	06/15/2023	3 of 5

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LEGEND

B.	BOLLARD
BLDG.	BUILDING
B.O.	BUILDING OVERHANG
B.P.	BRICK PAVERS
B.W.F.	BARBED WIRE FENCE
C.H.W.	CONCRETE HEADWALL
C.L.F.	CHAIN LINK FENCE
CMP	CORRUGATED METAL PIPE
C.O.	CLEAN OUT
DOC.	DOCUMENT
D.R.W.C.	DEED RECORDS OF WILLIAMSON COUNTY
E.C.R.	ELECTRIC CONDUIT RISER
E.M.	ELECTRIC METER
F.H.	FIRE HYDRANT
F.O.M.	FIBER OPTIC MARKER
G.P.	GATE POST
M.H.	MANHOLE
NO.	NUMBER
NOS.	NUMBERS
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
PG.	PAGE
P.L.M.	PIPELINE MARKER
P.L.V.	PIPELINE VENT
P.O.B.	POINT OF BEGINNING
P.O.R.	POINT OF REFERENCE
P.P.	POWER POLE
RCP	REINFORCED CONCRETE PIPE
R.P.	REFLECTOR POST
R.O.W.	RIGHT-OF-WAY
STM.	STORM
S.V.	SPRINKLER VALVE
TRANS.	TRANSFORMER
U.E.B.	UNDERGROUND ELECTRIC BOX
VOL.	VOLUME
V.P.	VERTICAL PIPE
W.M.	WATER METER
W.V.	WATER VALVE
W.W.	WATER WELL
( )	RECORD INFO FOR DOC. NO. 2005010093 O.P.R.W.C.
[ ]	RECORD INFO FOR DOC. NO. 2002087971 O.P.R.W.C.
(( ))	RECORD INFO FOR DOC. NO. 2005101481 O.P.R.W.C.
[[ ]]	RECORD INFO FOR DOC. NO. 2005013409 O.P.R.W.C.
< >	RECORD INFO FOR DOC. NO. 2016086336

LEGEND CONTINUED

●	FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
o	SET 1/2" IRON ROD W/CAP "WILCO ROW 5777"
△	CALCULATED POINT
—x—	WIRE FENCE
—o—	METAL/CHAIN LINK FENCE
—OHT—	OVERHEAD TELEPHONE
—OHP—	OVERHEAD POWER
—%	EDGE OF ASPHALT
10.3	SCHEDULE B ITEM

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N 68°58'05" E	19.32'

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	274.91'	991.00'	15°53'38"	N 22°07'18" E	274.02'

BGE, Inc.
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Tel: 512-879-0400 • www.bgeinc.com
TBPLS Licensed Surveying Firm No. 10106502

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PARCEL PLAT
SHOWING PARCEL 303R
0.554 ACRE
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	06/15/2023	4 of 5

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RESTRICTIVE COVENANT AND EASEMENT NOTES:

1. RESTRICTIVE COVENANTS OF RECORD ITEMIZED IN VOLUME 921, PAGE 806, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.

10.1 WATER CONTROL EASEMENT GRANTED TO BRUSHY CREEK WATER CONTROL AND IMPROVEMENT DISTRICT NO. 1, AS DESCRIBED IN VOLUME 438, PAGE 475, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.

10.2 ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC., AS DESCRIBED IN VOLUME 517, PAGE 163, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.

10.3 TELEPHONE/TELEGRAPH EASEMENT GRANTED TO SOUTHWESTERN BELL TELEPHONE COMPANY, AS DESCRIBED IN VOLUME 526, PAGE 555, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10.4 ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE INC., AS DESCRIBED IN VOLUME 577, PAGE 496, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. AS AFFECTED BY RELEASE OF EASEMENT RECORDED IN DOCUMENT NO. 2008066744, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS DOES NOT AFFECT THE SUBJECT TRACT.

10.5 UTILITY EASEMENT GRANTED TO THE CITY OF LEANDER, AS DESCRIBED IN DOCUMENT NO. 2018003212, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10.6 WASTEWATER EASEMENT GRANTED TO THE CITY OF LEANDER, AS DESCRIBED IN DOCUMENT NO. 2018054086, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10.7 THE RIGHT TO PROHIBIT, LIMIT, RESTRICT OR CONTROL ACCESS TO U.S. HWY 183A, AS SET FORTH IN DOCUMENT NO. 2005013409, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.

GENERAL NOTES:

1. BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83. DISTANCES SHOWN HEREON ARE IN SURFACE AND CAN BE CONVERTED TO GRID BY DIVIDING BY THE COMBINED SCALE FACTOR = 1.00012

2. A METES AND BOUNDS DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS SKETCH.

3. THIS PARCEL PLAT WAS MADE IN RELIANCE UPON THAT CERTAIN COMMITMENT FOR TITLE INSURANCE ISSUED BY FIRST AMERICAN TITLE GUARANTY COMPANY AND TEXAS NATIONAL TITLE, INC. UNDER G.F. NO. T-158408, DATED EFFECTIVE APRIL 28, 2023 AND ISSUED ON MAY 5, 2023.

I hereby certify that this survey was made on the ground by BGE, Inc. under my supervision on May 12, 2022 and is true and correct to the best of my knowledge. The property has access to a public roadway and there are no visible encroachments, except as shown hereon.

6/15/2023

JONATHAN O. NOBLES RPLS NO. 5777
BGE, INC.
101 WEST LOUIS HENNA BLVD., SUITE 400
AUSTIN, TEXAS 78728
TELEPHONE: (512) 879-0400

BGE, Inc.
101 West Louis Henna Blvd, Suite 400, Austin, TX 78728
Tel 512-879-0400 • www.bgeinc.com
TBPLS Licensed Surveying Firm No. 10108502

Copyright 2023

PARCEL PLAT
SHOWING PARCEL 303R
0.554 ACRE
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	06/15/2023	5 of 5

G:\TXC\Projects\County_Williamson\7473-00_RM 2243\06_Survey\04_Finals\Drawings\7473-00_P303R_EX1.dwg, 6/15/2022 11:44 AM, Damien Fisher

Agenda Item #27, CC 09.17.2024 Award of RFP #24RFP66 Lease with George Butler Associates, Inc. (Johnny)

Final Audit Report 2024-09-17

Created:	2024-09-16
By:	Cheryl Johnson (cheryl.johnson@wilco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAd8MaS6ED4HjGb4PFE7whGWkvnHKQJ164

"Agenda Item #27, CC 09.17.2024 Award of RFP #24RFP66 Lease with George Butler Associates, Inc. (Johnny)" History

Document created by Cheryl Johnson (cheryl.johnson@wilco.org)
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2024-09-17 - 5:15:49 PM GMT- IP address: 66.76.4.65

Document e-signed by Bill Gravell (bgravell@wilco.org)
Signature Date: 2024-09-17 - 5:16:01 PM GMT - Time Source: server- IP address: 66.76.4.65

Agreement completed.
2024-09-17 - 5:16:01 PM GMT

Powered by
Adobe
Acrobat Sign

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1378307

Date Filed:
10/17/2025

Date Acknowledged:

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

George Butler Associates, Inc.
Leander, 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.

24RFP66
Lease of Commercial Property: 1500 CR 269 Leander, TX

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
George Butler Associates, Inc	Lenexa, KS United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

[redacted]

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

Executed in JOHNSON County, State of KANSAS, on the 17th day of OCT, 2025.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

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10/17/2025

Date Acknowledged:
10/20/2025

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24RFP66
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George Butler Associates, Inc	Lenexa, KS 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 **46.**

Meeting Date: 10/28/2025

Bickerstaff engagement agreement (leen holding)

Submitted By: Shannon Francis, General Counsel

Department: General Counsel

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on the engagement of the law firm of Bickerstaff Heath Delgado Acosta LLP to represent Williamson County and County employees, Adam Boatright and Kamie Fitzgerald, in relation to the matter of Cause No. 25-2962-C26, *Leen Holding Company Hwy 79, LLC v. Williamson County, et. al.;* In the 26th Judicial District Court of Williamson County, Texas; 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 Section 262.024(a)(4), Texas Local Government Code.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

bickerstaff engagement agreement (leen holding)

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	10/22/2025 08:32 AM
Form Started By: Shannon Francis		Started On: 10/22/2025 06:22 AM
Final Approval Date: 10/22/2025		

Bickerstaff Heath Delgado Acosta LLP

Two Barton Skyway 1601 S. MoPac Expy., Suite C400, Austin, TX 78746

ENGAGEMENT AGREEMENT

This agreement sets forth the standard terms of our engagement as your attorneys. Unless modified in writing by mutual agreement, these terms will be an integral part of our agreement with you. Therefore, we ask that you review this agreement carefully and contact us promptly if you have any questions. Please retain this agreement in your file.

Identity of Client. We will be representing the interests of Williamson County, County Engineer Adam Boatright, and Senior County Planner Kamie Fitzgerald.

Attorneys. Bickerstaff Heath Delgado Acosta LLP is engaged by you as your attorneys, and I, Gunnar P. Seaquist, will be the partner who will coordinate and supervise the services we perform on your behalf. We routinely delegate selected responsibilities to other persons in our Firm when, because of special expertise, time availability or other reasons, they are in a better position to carry them out. In addition, we will try, where feasible and appropriate, to delegate tasks to persons who can properly perform them at the least cost to you.

The Scope of Our Work. You should have a clear understanding of the legal services we will provide. We will provide services related only to matters as to which we have been specifically engaged. Although in the future we may from time to time be employed on other matters, our present relationship is limited to representing the above-named client in the matters described in Exhibit A. We will at all times act on your behalf to the best of our ability. Any expressions on our part concerning the outcome of your legal matters are expressions of our best professional judgment, but are not guarantees. Such opinions are necessarily limited by our knowledge of the facts and are based on the state of the law at the time they are expressed. We cannot guarantee the success of any given matter, but we will strive to represent your interests professionally and efficiently.

Fees for Legal Services. Our charges for professional services are customarily based on the time devoted to the matter, the novelty and difficulty of the questions presented, the requisite experience, reputation and skill required to deal with those questions, time limitations imposed by the circumstances, and the amount involved and the results obtained. Unless otherwise indicated in writing, our fees for legal services are determined on the basis of the hourly rates of the respective lawyers and other timekeepers who perform the services. These rates vary depending on the expertise and experience of the individual. We adjust these rates annually, increasing them to reflect experience, expertise, and current economic conditions. We will notify you in writing if this fee structure is modified. The initial agreed billing rates for attorneys and other timekeepers engaged on your work are attached as Exhibit B.

Other Charges. All out-of-pocket expenses (such as copying charges, travel expenses, messenger expenses, filing and other court costs, and the like) incurred by us in connection with our representation of you will be billed to you as a separate item on your statement. A description of the most common expenses is included as Exhibit C and agreed to as part of this agreement.

Billing Procedures and Terms of Payment. Our billing period begins on the 16th of the month and ends on the 15th of the following month. We will render periodic invoices to you for legal services and expenses. We usually mail these periodic invoices on or before the last day of the month following the latest date covered in the statement. Each invoice is due upon receipt, must be paid in U.S. Dollars, and is considered delinquent if not paid in full within 30 days of its stated date. Payment must be made to the Firm at Two Barton Skyway 1601 S. MoPac Expy., Suite C400, Austin, TX 78746. We will include all information reasonably requested by you on all invoices and will reference any purchase order number provided by you. Payment and interest, if any, will comply with the Prompt Payment Act (Texas Government Code Chapter 2251), if applicable, for any final invoices. If you have any question or disagreement about any invoice that we submit to you for payment, please contact me at your earliest convenience so that we can resolve any problems without delay. Typically, such questions or disagreements can be resolved to the satisfaction of both sides with little inconvenience or formality.

Termination of Services. You have the right at any time to terminate our employment upon written notice to us, and if you do

we will immediately cease to render additional services. We reserve the right to discontinue work on pending matters or terminate our attorney-client relationship with you at any time that payment of your account becomes delinquent, subject to Court approval if necessary. In the event that you fail to follow our advice and counsel, or otherwise fail to cooperate reasonably with us, we reserve the right to withdraw from representing you upon short notice, regardless of the status of your matter. No termination, whether by you or by us, will relieve you of the obligation to pay fees and expenses incurred prior to such termination.

Retention of Documents. Although we generally attempt to retain for a reasonable time copies of most documents in the possession of this Firm related to the matter(s) described in Exhibit A, we are not obligated to do so indefinitely, and we hereby expressly disclaim any responsibility or liability for failure to do so. We generally attempt to furnish copies of all documents and significant correspondence to you at the time they are created or received, and you agree to retain all originals and copies of documents you desire among your own files for future reference. This document serves as notice to you that we will destroy such materials in accordance with the Firm's record retention policy, which may be amended from time to time and a copy of which will be provided at your request. It is our Firm's policy to destroy all copies, whether in paper or electronic form, of materials in connection with the representation seven (7) years after the completion of our work relating to this engagement or the completion of a particular project under this engagement, unless and to the extent an exception recognized in our document retention policy or other legal requirement applies to some or all of the subject materials and requires retention for a longer period of time. The Firm also reserves the discretion to retain its records of pertinent documents relating to its ongoing representation of a client, e.g. in a general counsel capacity. If you would like to obtain copies of materials in the Firm's possession related to this matter prior to the scheduled destruction of the materials, please notify the Firm. Because you will have been furnished with copies of all relevant materials contained in our files during the course of the active phase of our representation, if you later ask us to retrieve and deliver materials contained in a file that has been closed, you agree that we will be entitled to be paid a reasonable charge for the cost of retrieving the file, and identifying, reproducing, and delivering the requested materials to you.

Fee Estimates. We are often requested to estimate the amount of fees and costs likely to be incurred in connection with a particular matter. Our attorneys do their best to estimate fees and expenses for particular matters when asked to do so. However, an estimate is just that, and the fees and expenses required are ultimately a function of many conditions over which we have little or no control, especially in litigation or negotiation situations where the extent of necessary legal services may depend to a significant degree upon the tactics of the opposition. Unless otherwise agreed in writing with respect to a specific matter, all estimates made by us will be subject to your agreement and understanding that such estimates do not constitute maximum or fixed-fee quotations and that the ultimate cost is frequently more or less than the amount estimated.

Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, United States of America, without giving effect to its choice of laws provisions. Venue of any case or controversy arising under or pursuant to this Agreement will be exclusively in Travis County, Texas, United States of America.

Standards of Professionalism and Attorney Complaint Information. Pursuant to rules promulgated by the Texas Supreme Court and the State Bar of Texas, we hereby advise you that the State Bar of Texas investigates and prosecutes complaints of professional misconduct against attorneys licensed in Texas. Information on the grievance procedures is available from the State Bar of Texas, and any questions you have about the disciplinary process should be addressed to the Office of the General Counsel of the State Bar of Texas, which you may call toll free at 1-800-932-1900.

Questions. If you have any questions from time to time about any aspect of our arrangements, please feel free to raise those questions. We want to proceed in our work for you with your clear and satisfactory understanding about every aspect of our billing and payment policies; and we encourage an open and frank discussion of any or all of the matters addressed in this agreement.

Acceptance of Terms. If this arrangement is acceptable to Williamson County, please sign the enclosed duplicate original of this agreement and return it and the required retainer to us at your earliest convenience. We truly appreciate the opportunity to be of service to you and look forward to working with you in a mutually beneficial relationship.

AGREED TO AND ACCEPTED

WILLIAMSON COUNTY

By:_____

_____
[Printed name]

Title:_____

Date:_____

By:_____

_____
[Printed name]

Title:_____

Date:_____

cc: Billing Department

BICKERSTAFF HEATH DELGADO ACOSTA LLP

By:_____
Gunnar P. Seaquist

Exhibit A — Scope of Services

Bickerstaff Heath Delgado Acosta LLP

While we agree that in the future we may from time to time be employed on other matters, this agreement provides that our relationship is limited to representing and counseling you in connection with the following:

- Representation of Williamson County, County Engineer Adam Boatright, and Senior County Planner Kamie Fitzgerald in Cause No. 25-2962-C26, *Leen Holding Company Hwy 79, LLC v. Williamson County, et. al.,* in the 26th Judicial District Court, Williamson County, Texas well as any appeals or proceedings ancillary thereto.

- Other legal services assigned or requested, only if the scope of which is confirmed by you in writing at the time of assignment.

Other legal services not assigned or requested, and confirmed in writing, are specifically not within the scope of our representation.

Exhibit B — Billing Rates

Bickerstaff Heath Delgado Acosta LLP

TIMEKEEPER	2024 Billing Rate
Albright, Stefanie	$385
Arnold, Philip	$385
Caputo, Cobby	$435
Gonzalez, Vanessa	$400
Heath, Bob	$510
Katz, Joshua	$385
Kimbrough, Chuck	$355
Maxwell, Susan	$400
Miller, Gregory	$385
Rogers, Emily	$400
Russell, Claudia	$395
Seaquist, Gunnar	$385
Than, Catherine	$400
Weller, Steven	$395
Kelley, Kimberly	$310
Labashosky, Sara	$320
Robinson, Lori	$335
Caroom, Doug	$470
Delgado, Hector	$455
Dugat, Bill	$405
Falk, Syd	$470
Pagan, Kevin	$420
Legal Assistants/Specialists	$210
McCall, Sherry	$260

Exhibit C—Client Costs Advanced

Bickerstaff Heath Delgado Acosta LLP

The firm incurs expenses on behalf of clients only when required by the legal needs of the clients. Some cases or matters require extensive use of outside copy facilities, and other cases may not be so paper-intensive. Standard services handled within the firm are not charged, and client specific expenses are billed to the client needing those services. An explanation of the billing structure is as follows:

Not Charged

Secretarial and word processing time, routine postage, file setup, file storage, local or ordinary long distance charges, fax charges, and computerized legal research data charges.

Delivery Services

Outside delivery services are used for pickup and delivery of documents to the client as well as to courts, agencies, and opposing parties. Outside delivery fees are charged to the client at the rate charged to the firm. Overnight delivery services are also charged at the rate charged to the firm. Firm Office Services Department personnel may provide delivery service in urgent situations and charges for such in-house service will not exceed the charge that would be made by an outside service in a similar situation.

Postage

Our postal equipment calculates exact U.S. postage for all sizes and weights of posted material. The rate charged for postage is the same as the amount affixed to the material that is mailed. We will not charge clients for postage on routine correspondence; however, the cost of large-volume mail, certified mail, or other additional mail services will be charged to the client.

Copies and Prints

Our standard rate for black and white copies and prints made by firm personnel is $0.15 per page. Color copies and prints are charged at a standard rate of $0.55 per page. These charges cover paper, equipment costs, and other supplies. If savings can be realized within the required time frame by sending copy jobs to subcontractors, the firm uses only qualified legal services copiers and the cost charged to the client is the same as the amount billed to the firm.

Phone Charges

Only charges for conference calls or international calls are charged, and charges are billed at the same amount billed to the firm by the outside provider.

Travel

Attorney and other timekeeper time spent traveling on behalf of a client is billed to the client. Hotel, meals, local transportation, and similar expenses are charged based on receipts and travel expense forms submitted by the attorney. Documentation is available to the client if requested.

Maps

Maps produced in conjunction with a project will be billed at $50 for each 34 x 44 inch map and $20 for each smaller map, plus cost (time fees) for preparation.

Other Expenses

Expenses incurred with outside providers in connection with the client's legal services will be paid by the client directly to the outside provider unless specifically arranged in advance. If the firm agrees to pay outside providers, the cost charged to the client is the same as the amount billed to the firm. Examples of such charges include: court reporter fees, filing fees, newspaper charges for publication notices, expert witness fees, consultants and other similar expenses.

EXHIBIT D—VERIFICATIONS
Bickerstaff Heath Delgado Acosta LLP

By signing below, Bickerstaff Heath Delgado Acosta LLP hereby verifies the following:

1. Pursuant to Texas Government Code Chapter 2271, as amended, the Firm verifies that at the time of execution and delivery of this Agreement and for the term of this Agreement, the Firm does not currently boycott or will boycott Israel. The term "boycott Israel" as used in this paragraph has the meaning assigned to the term "boycott Israel" in Section 808.001 of the Texas Government Code, as amended; and

2. Pursuant to Texas Government Code, Chapter 2252, as amended, the Firm represents and verifies that at the time of execution and delivery of this Agreement and for the term of this Agreement, the Firm does not (i) engage in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 2270 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201 or 2252.153 of the Texas Government Code.

3. Pursuant to Chapter 2276 of the Texas Government Code the Firm certifies that it is not a Company that boycotts energy companies and agrees it will not boycott energy companies during the term of this Agreement. The terms "boycotts energy companies" and "boycott energy companies" have the meaning assigned to the term "boycott energy company" in Section 809.001, Texas Government Code. For purposes of this paragraph, "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations, that exists to make a profit, but does not include a sole proprietorship.

4. Pursuant to Chapter 2274 of the Texas Government Code, the Firm certifies that it is not a Company that has a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and agrees they will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. The terms "discriminates against a firearm entity or firearm trade association" and "discriminate against a firearm entity or firearm trade association" have the meaning assigned to the term "discriminate against a firearm entity or firearm trade association" in Section 2274.001(3), Texas Government Code. For purposes of this paragraph, "Company" is defined in Section 2274.001(2), Texas Government Code.

SIGNED BY:

GUNNAR P. SEAQUIST

This Verification is incorporated and made a part of the Engagement Agreement between Bickerstaff Heath Delgado Acosta LLP and Client.

Commissioners Court - Regular Session **47.**

Meeting Date: 10/28/2025

Bickerstaff engagement agreement (grewal)

Submitted By: Shannon Francis, General Counsel

Department: General Counsel

Agenda Category: Regular Agenda Items

Information

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Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, United States of America, without giving effect to its choice of laws provisions. Venue of any case or controversy arising under or pursuant to this Agreement will be exclusively in Travis County, Texas, United States of America.

Standards of Professionalism and Attorney Complaint Information. Pursuant to rules promulgated by the Texas Supreme Court and the State Bar of Texas, we hereby advise you that the State Bar of Texas investigates and prosecutes complaints of professional misconduct against attorneys licensed in Texas. Information on the grievance procedures is available from the State Bar of Texas, and any questions you have about the disciplinary process should be addressed to the Office of the General Counsel of the State Bar of Texas, which you may call toll free at 1-800-932-1900.

Questions. If you have any questions from time to time about any aspect of our arrangements, please feel free to raise those questions. We want to proceed in our work for you with your clear and satisfactory understanding about every aspect of our billing and payment policies; and we encourage an open and frank discussion of any or all of the matters addressed in this agreement.

Acceptance of Terms. If this arrangement is acceptable to Williamson County, please sign the enclosed duplicate original of this agreement and return it and the required retainer to us at your earliest convenience. We truly appreciate the opportunity to be of service to you and look forward to working with you in a mutually beneficial relationship.

AGREED TO AND ACCEPTED

WILLIAMSON COUNTY

By:_____

_____
[Printed name]

Title:_____

Date:_____

By:_____

_____
[Printed name]

Title:_____

Date:_____

cc: Billing Department

BICKERSTAFF HEATH DELGADO ACOSTA LLP

By:_____
Gunnar P. Seaquist

Exhibit A — Scope of Services

Bickerstaff Heath Delgado Acosta LLP

While we agree that in the future we may from time to time be employed on other matters, this agreement provides that our relationship is limited to representing and counseling you in connection with the following:

- Representation of Williamson County and Markus Tray Taylor, in Cause No. 25-2983-C368, *Sukhdeep Grewal v. Williamson County, et. al.,* in the 368th Judicial District Court, Williamson County, Texas well as any appeals or proceedings ancillary thereto.

- Other legal services assigned or requested, only if the scope of which is confirmed by you in writing at the time of assignment.

Other legal services not assigned or requested, and confirmed in writing, are specifically not within the scope of our representation.

Exhibit B — Billing Rates

Bickerstaff Heath Delgado Acosta LLP

TIMEKEEPER	2024 Billing Rate
Albright, Stefanie	$385
Arnold, Philip	$385
Caputo, Cobby	$435
Gonzalez, Vanessa	$400
Heath, Bob	$510
Katz, Joshua	$385
Kimbrough, Chuck	$355
Maxwell, Susan	$400
Miller, Gregory	$385
Rogers, Emily	$400
Russell, Claudia	$395
Seaquist, Gunnar	$385
Than, Catherine	$400
Weller, Steven	$395
Kelley, Kimberly	$310
Labashosky, Sara	$320
Robinson, Lori	$335
Caroom, Doug	$470
Delgado, Hector	$455
Dugat, Bill	$405
Falk, Syd	$470
Pagan, Kevin	$420
Legal Assistants/Specialists	$210
McCall, Sherry	$260

Exhibit C—Client Costs Advanced

Bickerstaff Heath Delgado Acosta LLP

The firm incurs expenses on behalf of clients only when required by the legal needs of the clients. Some cases or matters require extensive use of outside copy facilities, and other cases may not be so paper-intensive. Standard services handled within the firm are not charged, and client specific expenses are billed to the client needing those services. An explanation of the billing structure is as follows:

Not Charged

Secretarial and word processing time, routine postage, file setup, file storage, local or ordinary long distance charges, fax charges, and computerized legal research data charges.

Delivery Services

Outside delivery services are used for pickup and delivery of documents to the client as well as to courts, agencies, and opposing parties. Outside delivery fees are charged to the client at the rate charged to the firm. Overnight delivery services are also charged at the rate charged to the firm. Firm Office Services Department personnel may provide delivery service in urgent situations and charges for such in-house service will not exceed the charge that would be made by an outside service in a similar situation.

Postage

Our postal equipment calculates exact U.S. postage for all sizes and weights of posted material. The rate charged for postage is the same as the amount affixed to the material that is mailed. We will not charge clients for postage on routine correspondence; however, the cost of large-volume mail, certified mail, or other additional mail services will be charged to the client.

Copies and Prints

Our standard rate for black and white copies and prints made by firm personnel is $0.15 per page. Color copies and prints are charged at a standard rate of $0.55 per page. These charges cover paper, equipment costs, and other supplies. If savings can be realized within the required time frame by sending copy jobs to subcontractors, the firm uses only qualified legal services copiers and the cost charged to the client is the same as the amount billed to the firm.

Phone Charges

Only charges for conference calls or international calls are charged, and charges are billed at the same amount billed to the firm by the outside provider.

Travel

Attorney and other timekeeper time spent traveling on behalf of a client is billed to the client. Hotel, meals, local transportation, and similar expenses are charged based on receipts and travel expense forms submitted by the attorney. Documentation is available to the client if requested.

Maps

Maps produced in conjunction with a project will be billed at $50 for each 34 x 44 inch map and $20 for each smaller map, plus cost (time fees) for preparation.

Other Expenses

Expenses incurred with outside providers in connection with the client's legal services will be paid by the client directly to the outside provider unless specifically arranged in advance. If the firm agrees to pay outside providers, the cost charged to the client is the same as the amount billed to the firm. Examples of such charges include: court reporter fees, filing fees, newspaper charges for publication notices, expert witness fees, consultants and other similar expenses.

EXHIBIT D—VERIFICATIONS
Bickerstaff Heath Delgado Acosta LLP

By signing below, Bickerstaff Heath Delgado Acosta LLP hereby verifies the following:

1. Pursuant to Texas Government Code Chapter 2271, as amended, the Firm verifies that at the time of execution and delivery of this Agreement and for the term of this Agreement, the Firm does not currently boycott or will boycott Israel. The term "boycott Israel" as used in this paragraph has the meaning assigned to the term "boycott Israel" in Section 808.001 of the Texas Government Code, as amended; and

2. Pursuant to Texas Government Code, Chapter 2252, as amended, the Firm represents and verifies that at the time of execution and delivery of this Agreement and for the term of this Agreement, the Firm does not (i) engage in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 2270 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201 or 2252.153 of the Texas Government Code.

3. Pursuant to Chapter 2276 of the Texas Government Code the Firm certifies that it is not a Company that boycotts energy companies and agrees it will not boycott energy companies during the term of this Agreement. The terms "boycotts energy companies" and "boycott energy companies" have the meaning assigned to the term "boycott energy company" in Section 809.001, Texas Government Code. For purposes of this paragraph, "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations, that exists to make a profit, but does not include a sole proprietorship.

4. Pursuant to Chapter 2274 of the Texas Government Code, the Firm certifies that it is not a Company that has a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and agrees they will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. The terms "discriminates against a firearm entity or firearm trade association" and "discriminate against a firearm entity or firearm trade association" have the meaning assigned to the term "discriminate against a firearm entity or firearm trade association" in Section 2274.001(3), Texas Government Code. For purposes of this paragraph, "Company" is defined in Section 2274.001(2), Texas Government Code.

SIGNED BY:

GUNNAR P. SEAQUIST

This Verification is incorporated and made a part of the Engagement Agreement between Bickerstaff Heath Delgado Acosta LLP and Client.

Commissioners Court - Regular Session **48.**

Meeting Date: 10/28/2025

Funding Assistance to the City of Granger

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 regarding $253,415.70 in funding assistance to the City of Granger.

Background

The City of Granger is constructing a waterline to their new high school. Significant construction challenges have resulted in cost overruns exceeding the city's current capacity to fund the final change order required to complete the project. The requested amount of $253,415.70 allows the project to be completed. The email below is from the City of Granger's City Engineer outlining the fiscal costs and shortfall.

From: Scott Murrah <smurrah@5m-associates.com>
Sent: Tuesday, October 21, 2025 3:17 PM
To: Bob Daigh <bdaigh@wilco.org>
Cc: Bruce Waggoner <bruce.waggoner@cityofgranger.org>
Subject: Re: Granger Funding

EXTERNAL email: Exercise caution when opening.

Mr. Daigh,

After meeting with the contractor, we have negotiated and agreed upon a new final change order amount of $323,415.70. The Union Pacific observation and flagging costs are an additional $50,000, for a total project completion cost of $373,415.70. We currently have approximately $120,000 remaining in the project budget, resulting in a project shortfall of $253,415.70. The City of Granger requests the help of Williamson County to help offset these costs if possible. We thank you for any help you can provide.
Please let me know if you have any questions or need additional information.

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	10/21/2025 04:08 PM
Form Started By: Vicky Edwards		Started On: 10/21/2025 03:48 PM
Final Approval Date: 10/21/2025		

Commissioners Court - Regular Session **49.**

Meeting Date: 10/28/2025

East Wilco Hwy, Seg 6 - USACE Authorization to Act as an Agent Form and Request for Jurisdictional Determination

Submitted By: Ragan Riggs, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding a USACE Authorization to Act as an Agent Form and the Request for Jurisdictional Determination associated with the East Wilco Highway, Segment 6 Project, a 2023 Road Bond Project in Commissioner Pct. 4.

Background

The East Wilco Highway, Segment 6 Project requires U.S. Army Corps of Engineers (USACE) approval of an Aquatic Resources Delineation Report prior to construction. The USACE Agent Authorization Form is required to authorize an employee of Halff to submit the necessary Request for Jurisdictional Determination on behalf of Williamson County to the USACE for review and approval. P694 Funding: Road Bonds

---

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

East Wilco Hwy, Seg 6 - USACE Authorization to Act as an Agent Form

East Wilco Hwy, Seg 6 - USACE -Request for Jurisdictional Determination

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Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	10/21/2025 03:26 PM
Form Started By: Ragan Riggs		Started On: 10/20/2025 03:43 PM
Final Approval Date: 10/21/2025		

U.S. Army Corps of Engineers (USACE)

AUTHORIZATION TO ACT AS AN AGENT

For use of this form, see Section 404 of the Clean Water Act, Section 10 of the Rivers and Harbors Act of 1899, and Section 103 of the Marine Protection, Research, and Sanctuaries Act, the proponent agency is CECW-COR.

Form Approved - OMB No. 0710-0003
Expires 2027-10-31

The Agency Disclosure Notice (ADN)

The Public reporting burden for this collection of information, 0710-003, is estimated to average 5 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or burden reduction suggestions to the Department of Defense, Washington Headquarters Services, at whs.mc-alex.esd.mbx.dd-dod-information-collections@mail.mil. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number.

Purpose: This form is used by members of the public to authorize an agent (for example - a private consultant) to act on their behalf in all matters relating to all dealings with the USACE regarding the project. This includes taking all necessary actions for the application, processing, issuance, and/or acceptance of a Clean Water Act and/or Rivers and Harbors Act delineations, determinations, and/or permits.

This form is a component in the Corps Regulatory Request System (RRS), which is an online permitting application portal for the Regulatory Program.

ITEMS 1 THRU 3 - FOR USACE USE ONLY

APPLICATION NO.	2. FIELD OFFICE CODE	3. DATE RECEIVED

ITEMS 4 THRU 14 - COMPLETD BY THE APPLICANT or REQUESTOR

4. PROJECT NAME	5. PROJECT LOCATION
East WilCo Highway Segment 6	Georgetown, TX 78626 Williamson County
6. APPLICANT NAME (*first, middle, last*)	**7. AGENT NAME**
County Judge Steven Snell	Peter Van Zandt
Company (*if applicable*):	Company:
Williamson County	Halff
E-mail Address:	E-mail Address:
ctyjudge@wilco.org	pvanzandt@halff.com
8. APPLICANT ADDRESS (*if applicable*)	**9. AGENT ADDRESS** (*if applicable*)
Address	Address
710 South Main Street, Suite 101	13620 Briarwick Drive
City: Georgetown / State: Texas	City: AUSTIN / State: TX

10. APPLICANT PHONE NUMBERS. w/AREA CODE			11. AGENT PHONE NUMBERS. w/AREA CODE		
a.	b.	c. Fax	a. Mobile	b.	c. Fax
+1 (512) 943-1550			+17372708711		

12. APPLICANT/AGENT CERTIFICATION

By signing below, I hereby authorize the agent listed above, to act on my behalf in all matters relating to all dealings with the USACE regarding the project and properties listed above, including taking all necessary actions for the application, processing, issuance, and/ or acceptance of a Clean Water Act and/or Rivers and Harbors Act delineations, determinations, and/or permits. Any and all acts carried out by my agent on my behalf as it relates to this project and property shall have the same effect as acts of my own.

I agree to review all information submitted to the USACE on my behalf by my agent and certify that any information submitted on my behalf is true and correct.

13. SIGNATURE of APPLICANT or REQUESTOR	14. DATE

18 U.S.C. Section 1001 provides that: Whoever, in any manner within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals, or covers up any trick, scheme, or disguises a material fact or makes any false, fictitious or fraudulent statements or representations or makes or uses any false writing or document knowing same to contain any false, fictitious or fraudulent statements or entry, shall be fined not more than $10,000 or imprisoned not more than five years or both.

U.S. Army Corps of Engineers (USACE)

REQUEST FOR JURISDICTIONAL DETERMINATION (JD)

For use of this form, see Sec 404 CWA, Sec 10 RHA, Sec 103 MPRSA; the proponent agency is CECW-COR.

Form Approved - OMB No. 0710-0024
Expires 2027-09-30

DATA REQUIRED BY THE PRIVACY ACT OF 1974

Authority Rivers and Harbors Act, Section 10, 33 USC 403; Clean Water Act, Section 404, 33 USC 1344; Marine Protection, Research, and Sanctuaries Act, Section 103, 33 USC 1413; Regulatory Programs of the Corps of Engineers; Final Rule 33 CFR 320-332.

Principal Purpose The information that you provide will be used in evaluating your request to determine whether there are any aquatic resources within the review area that are or that may be subject to federal jurisdiction under the regulatory authorities referenced above.

Routine Uses This information may be shared with the Department of Justice and other federal, state, and local government agencies, and the public, and may be made available as part of a public notice or FOIA request as required by federal law. Your name and property location where federal jurisdiction is to be determined will be included in any approved jurisdictional determination (AJD), which will be made available to the public on the District's website and on the Headquarters USACE website.

Disclosure Submission of requested information is voluntary, however, if the information is not provided there may be some delay in processing your request. Failure to provide this information will not result in an adverse action.
System of Record Notice (SORN): The information received is entered into our permit tracking database and a SORN has been completed (SORN #A1145b) and may be accessed at the following website: **http://dpcld.defense.gov/Privacy/SORNsIndex/DOD-wide-SORN-Article-View/Article/570115/a1145b-ce.aspx**

The Agency Disclosure Notice (ADN)

The Public reporting burden for this collection of information, 0710-0024, is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or burden reduction suggestions to the Department of Defense, Washington Headquarters Services, at whs.mc-alex.esd.mbx.dd-dod-information-collections@mail.mil. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number.

1. To (*District Name*): Fort Worth District

2. I am requesting a JD on property located at (*Street Address*): _____

City/Township/Parish: Georgetown County: Williamson County State: TX

Acres of Parcel/Review Area for JD: 91.454598

Section: Township: Range:

Latitude (*decimal degrees*): 30.650617 ° Longitude (*decimal degrees*): -97.5268605 °

(*For linear projects, please include the center point of the proposed alignment.*)

3. Please attach a survey/plat map and vicinity map identifying location and review area for the JD.

4. I currently own this property. I plan to purchase this property.

I am an agent/consultant acting on behalf of the requester.

Other (provide explanation):

I am an agent/consultant acting on behalf of the applicant.

DRAFT

5. Reason for request: (*check as many as applicable*)

- ☐ I intend to construct/develop a project or perform activities on this parcel which would be designed to avoid all aquatic resources.
- ☐ I intend to construct/develop a project or perform activities on this parcel which would be designed to avoid all jurisdictional aquatic resources under USACE authority.
- ☐ I intend to construct/develop a project or perform activities on this parcel which may require authorization from the USACE, and the JD would be used to avoid and minimize impacts to jurisdictional aquatic resources and as an initial step in a future permitting process.
- ☐ I intend to construct/develop a project or perform activities on this parcel which may require authorization from the USACE; this request is accompanied by my permit application and the JD is to be used in the permitting process.
- ☐ I intend to construct/develop a project or perform activities in a navigable water of the U.S. which is included on the district Section 10 list and/or is subject to the ebb and flow of the tide.
- ☐ A USACE JD is required in order to obtain my local/state authorization.
- ☑ I intend to contest jurisdiction over a particular aquatic resource and request the USACE confirm that jurisdiction does/does not exist over the aquatic resource on the parcel.
- ☐ I believe that the site may be comprised entirely of dry land.
- ☐ Other

6. Type of determination being requested:

- ☑ I am requesting an approved JD.
- ☐ I am requesting a preliminary JD.
- ☐ I am requesting a "no permit required" letter as I believe my proposed activity is not regulated.
- ☐ I am unclear as to which JD I would like to request and require additional information to inform my decision.

7. Typed or Printed Name: Peter Van Zandt Email: pvanzandt@halff.com

Business: (737) 270-8711

Company Name: Halff

Address: 13620 Briarwick Dr, Austin, TX 78729

By signing below, you are indicating that you have the authority, or are acting as the duly authorized agent of a person or entity with such authority, to and do hereby grant Corps personnel right of entry to legally access the site if needed to perform the JD. Your signature shall be an affirmation that you possess the requisite property rights to request a JD on the subject property.

Signature: Peter Van Zandt Date: 10/14/2025

Draft

U.S. Army Corps of Engineers (USACE)

DELINEATION REPORT AND JURISDICTIONAL DETERMINATION
PROJECT INFORMATION SHEET

1. APPLICATION NO.	2. FIELD OFFICE CODE	3. DATE RECEIVED
6391		

APPLICANT AND AGENT INFROMATION

4. APPLICANT'S NAME	7. AGENT'S NAME
County Judge Steven Snell	Peter Van Zandt
Company – Williamson County	Company – Halff
E-mail Address – ctyjudge@wilco.org	E-mail Address – pvanzandt@halff.com
5. APPLICANT'S ADDRESS	8. AGENT'S ADDRESS
Address – 710 South Main Street, Suite 101	Address – 13620 Briarwick Drive
City – Georgetown State – TX Zip – 78626 Country – US	City – AUSTIN State – TX Zip – 78729 Country – US
6. APPLICANT'S PHONE NOs. w/AREA CODE	9. AGENTS PHONE NOs. w/AREA CODE
a. Business b. c. Fax	a. Mobile b. c. Fax
(512) 943-1550	(737) 270-8711

NAME, LOCATION, AND DESCRIPTION OF PROJECT SITE

10. PROJECT NAME OR TITLE

East WilCo Highway Segment 6

11. FILE NUMBER(S) OF PREVIOUS DETERMINATIONS ISSUED ON THE SITE

S,W,F,-,2,0,2,4,-,0,0,5,2,1

12. PROJECT COORDINATES (in decimal degrees)	13. PROJECT STREET ADDRESS (if applicable)
Latitude: ◦N 30.650617 Longitude: ◦W -97.5268605	Address –
	City – Georgetown State – TX Zip – 78626

14. OTHER LOCATION DESCRIPTIONS

Tax Parcel ID(s) –

Acreage of Parcel/Review Area – 91.454598

Section – Township – Range –

County – Williamson County

15. DIRECTIONS TO THE PROJECT SITE

16. REASON FOR REQUEST

17. TYPE OF REQUEST:

Draft

I am requesting an approved Jurisdictional Determination

I am requesting a preliminary Jurisdictional Determination

I am unclear as to which Jurisdictional Determination and I would like to request and require additional information to inform my decision

I am requesting a verification of an aquatic resources delineation but I am not requesting a JD

Draft

REDACTED

Appendix A1. Property Owners

First Name	*Middle Name*	*Last Name*	*Address1*	*Address2*	*City*	*State*	*Zip Code*
[redacted]							

Draft

Appendix B. Aquatic Resource Inventory:

Aquatic Resource Name	*State*	*Cowardin System*	*Cowardin Class*	*HGM Class*	*Local Waterway Name*	*Measurement Type*	*Measurement Amount*	*Measurement Units*	*Waters Type*	*Latitude*	*Longitude*
W-2	TEXAS	PALUSTRINE	POW-PALUSTRINE, OPEN WATER	DEPRESS	Open Water Pond	Area	0.45	ACRE	NON-JD - PREAMBLE - ART.LAKE.POND	30.669898	-97.535858
W-1	TEXAS	PALUSTRINE	PEM-PALUSTRINE, EMERGENT	RIVERINE	Ephemeral Stream	Area	0.18	ACRE	NON-WOTUS-TRIB.NEGATIVE-A5	30.650657	-97.527088
W-5	TEXAS	PALUSTRINE	POW-PALUSTRINE, OPEN WATER	DEPRESS	Open Water Pond	Area	0.08	ACRE	NON-JD - PREAMBLE - ART.LAKE.POND	30.691967	-97.538575
W-4	TEXAS	RIVERINE	R4-RIVERINE, INTERMIT	RIVERINE	Vegetated Swale	Area	0.18	ACRE	NON-WOTUS-TRIB.NEGATIVE-A5	30.676071	-97.536569
W-3	TEXAS	RIVERINE	R4-RIVERINE, INTERMIT	RIVERINE	Intermittent Stream	Area	0.07	ACRE	A5.TRIB-404	30.670377	-97.535735

Draft

Appendix H. Supporting Information:

Document Type	*Document Created Date (YYYY-MM-DD)*	*Document Label*	*Information Source/Citation*	*Uploaded file name*
Other Information	2025-07-07	E WilCo Hwy Seg 6__WOTUS Delineation Report	Halff_USACE	E WilCo Hwy Seg 6__WOTUS Delineation Report.pdf

Draft

Aquatic Resources Delineation Report

East WilCo Highway Segment 6

Williamson County, Texas

Prepared for

Williamson County

100 Wilco Way, Suite P101
Georgetown, Texas 78626

Prepared by

Halff

13620 Briarwick Drive
Building C Suite 100
Austin, Texas 78729

AVO 56571.001
July 2025

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- A-5 2008 Aerial Imagery Map
- A-6 2024 Aerial Imagery Map
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- A-8 Soil Map
- A-9 FEMA Floodplain Map
- A-10 LiDAR Map

B APT Model
C Wetland Data Forms
D Representative Photographs

Executive Summary

Williamson County retained Halff to perform a delineation of aquatic resources (e.g., wetlands, streams, ponds) and jurisdictional assessment pursuant to Section 404 of the Clean Water Act (Section 404) as part of the East WilCo Highway Segment 6 project in Williamson County, Texas. Halff conducted the delineation of aquatic features on October 15 and 18, 2024 and identified a total of five aquatic features within the project area: one ephemeral stream (W-1), one intermittent stream (W-3), two open water ponds (W-2 and W-5), and one vegetated swale (W-4).

Review of aerial imagery, topographic maps, NWI/NHD data, and conditions observed within the project area during the field investigation suggest that W-3 flows intermittently within the project area and at the stream reach scale. This feature exhibits a direct surface water connection to the San Gabriel River and ultimately to the Gulf of Mexico, a traditional navigable water (TNW) according to the United States Army Corps of Engineers (USACE).

W-1 is an ephemeral stream that was observed to be dry at the time of the field investigation and only to flow in direct response to rain events for conveyance of agricultural runoff and roadside drainage from County Road (CR) 127. In addition, a desktop streamflow duration assessment was performed at the reach scale to establish the ephemeral flow regime to the extent possible using available desktop tools and online resources. Based on 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 USACE guidance and Section 404 regulations, this feature would not likely be considered to be a relatively permanent water (RPW) or jurisdictional WOTUS.

W-2 and W-5 are open water ponds located near the center of the project area on the south side of W-3 and approximately 0.26-mile north of Farm-to-Market 971, respectively. These features are considered to be artificial ponds constructed in upland pasture for agricultural use and are generally exempt from USACE jurisdiction under Section 404.

W-4 is a vegetated swale located in the northern-central portion of the project area. At the reach scale, the majority (>50%) of the stream reach of this feature appears to be completely vegetated without defined bed and bank material and appears to lack a continuous OHWM. Under general circumstances, this feature would not meet the definition of a stream that carries relatively permanent flow and the USACE would not likely assert jurisdiction under Section 404.

Under current USACE guidance and Section 404 regulations, it is Halff's professional opinion that W-3 meets the regulatory definition of an RPW to a TNW; therefore, this feature would likely be regulated under Section 404 by USACE.

Demonstrations of jurisdiction herein are based on a preliminary jurisdictional assessment conducted by Halff for consideration by the USACE and are provided as an information tool for the permittee. Changes to current effective rules and/or regulatory practices may result in changes to Halff's jurisdictional opinion. The actual designation will rest with the USACE Fort Worth District and the Environmental Protection Agency (EPA), the agencies with regulatory authority for jurisdictional determinations of aquatic features within the project area.

1.0 PROJECT DESCRIPTION

The proposed East WilCo Highway Segment 6 project includes constructing a new 2-lane road with 2-12' lanes and 10' shoulders that will serve as a future frontage road of the East Wilco Highway corridor. The project limits are from 1000 feet north of State Highway (SH) 29 to CR 327, an approximate length of 4.5 miles. **Figure 1** and **Figure 2** depict the general project area location in relation to the Georgetown area and local road network, respectively.

2.0 METHODS

This document meets wetland delineation guidelines published by the USACE and serves as supporting documentation for an analysis of potential permitting requirements under Section 404 of the Clean Water Act. Halff reviewed the following supporting documents prior to conducting field investigations:

- U.S. Department of Agriculture (USDA) Land Resource Region (LRR) and Major Land Resource Area (MLRA) data
- U.S. Geological Survey (USGS) quadrangle maps
- Aerial imagery
- U.S. Fish and Wildlife Service (USFWS) National Wetland Inventory (NWI) data
- USGS National Hydrography Dataset (NHD) information
- USDA Natural Resource Conservation Service (NRCS) soil survey data
- Federal Emergency Management Agency (FEMA) National Flood Hazard Layer (NFHL) data
- Light Detection and Ranging (LiDAR) digital elevation data.

Halff conducted a field investigation within the project area on October 15 and 18, 2024, to determine the extent of aquatic features with the potential to be regulated as jurisdictional WOTUS. Aquatic feature limits were assessed using the presence of an OHWM for open water features or the presence of USACE-defined wetland indicators, where applicable. Limits of aquatic features were measured during the field investigations using a Bad Elf GNSS Flex Global Positioning System (GPS) receiver capable of sub-meter accuracy, based on the World Geodetic System (WGS) 1984 Web Mercator Projection. Survey data were then converted and analyzed using ArcGIS Geographic Information System (GIS) software. Survey data and figures were projected to State Plane Central Texas Zone 4204 North American Datum (NAD 1983), with latitude and longitude coordinates reported in Global Coordinate System NAD 1983.

Trained Halff wetland scientists collected data points for unique vegetation communities encountered within the project area. Data collection was consistent with the USACE guidelines for wetland delineations prescribed in the "1987 Corps of Engineers Wetlands Delineation Manual" and the "Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Great Plains Region (Version 2.0)." **Figure 3.0** depicts the location of wetland data points and all mapped aquatic resources found within the project area.

3.0 RESULTS

Supporting information for this report includes a USDA MLRA/LRR map, historical and recent USGS topographic maps, historical and recent aerial imagery, an NWI and NHD map, a USDA soil survey map, a floodplain map, and a LiDAR map, all of which are located in **Appendix A**. A discussion of these maps is provided in **Section 3.1**. Results of the field investigations are provided in **Section 3.2**.

3.1 Supporting Information

3.1.1 Ecological Setting Information

USDA MLRA/LRR data were reviewed to determine which location-dependent soil and hydrology indicators are applicable. MLRAs are geographically associated land resource units that aid in agricultural planning by utilizing physiography, geology, climate, water, soils, biological resources, and land use data unique to each region. LRRs are geographically associated MLRAs which approximate broad agricultural market regions.

As depicted in **Appendix A**, **Figure A-1**, The project area is located within the Southwestern Prairies Cotton and Forage Land Resource Region (LRR J) of the Great Plains and is more specifically located in MLRA 86A (Texas Blackland Prairie, Northern Part). This area is characterized by nearly level to gently sloping, dissected plain. Entrenched river and creek valleys contain dissected areas with steeper slopes. The average annual temperature in this MLRA ranges from 63 to 69 degrees Fahrenheit and the freeze-free period ranges from 250 to 310 days. This MLRA typically receives 30 to 46 inches in annual precipitation. Entisols, Mollisols, and Vertisols are the dominant soil orders in this area.

The Texas Blackland Prairie contains mixed tall and mid prairie grasses, with little false bluestem (*Schizachyrium scoparium*) being the dominant species. Other major herbaceous species include yellow Indian grass (*Sorghastrum nutans*), big bluestem (*Andropogon gerardii*), wand panic grass (*Panicum virgatum*), composite dropseed (*Sporobolus compositus*), silver bluestem (*Bothriochloa laguroides*), sideoats grama (*Bouteloua curtipendula*), eastern gramagrass (*Tripsacum dactyloides*), and vine mesquite (*Panicum obtusum*). Common forbs found in this area include prairie clover (*Dalea* sp.), perennial ragweed (*Ambrosia psilostachya*), Maximilian sunflower (*Helianthus maximiliani*), gayfeather (*Liatris* spp.), button eryngo (*Eryngium yuccifolium*), and groovestem Indian-plantain (*Arnoglossum plantagineum*). Savanna vegetation is common along the major rivers and streams. The canopy is generally dominated by oak (*Quercus* spp.), elm (*Ulmus* spp.), cottonwood (*Populus deltoides*), hackberry (*Celtis* spp.), and pecan (*Carya illinoinensis*) trees.

Currently, the project area consists of rolling plains with areas of native and non-native pastures, upland forests, and rural roadways and residential properties. Maintained herbaceous vegetation and agricultural cropland is present within the areas of existing ROW. The project area is currently used for agricultural crop production, livestock grazing, and hay production within the proposed and existing ROW.

3.1.2 Topographic Map Information

Halff assessed historical and recent USGS topographic quadrangle maps for “Taylor, Texas” and “Weir, Texas” prior to field reconnaissance to identify development, elevation contours, drainage patterns, and hydrography associated with project area and assist in determining the presence and characteristics of associated aquatic resources. See **Table 1** for a description of reviewed topographic maps (**Appendix A**, **Figures A-2** and **A-3**).

Table 1: Topographic Map Descriptions

Year	Figure	Map Description
1982	A-2	• Three intermittent streams (unnamed tributary to Pecan Branch, Pecan Branch, and Big House Branch) as indicated by dashed blue lines intersect the project area. • Two ponds are depicted within the project area. • The project area intersects three improved roadways and is bound by a roadway at the northern project limits. • Landcover within and adjacent to the project area is primarily comprised of undeveloped herbaceous land, with two small pockets of undeveloped wooded land dispersed within the project area. • The project area consists of rolling topography with elevations decreasing from 781 feet to 591 feet moving north to south.
2022	A-3	• Aquatic features within the project area appear to be mostly consistent with those depicted in the 1982 topographic map. • Aquatic features and landcover appear to be unchanged compared to the 1982 topographic map.

3.1.3 Aerial Imagery Information

Halff analyzed aerial images to assist in identifying habitat characteristics, signs of inundation and saturation, and color signatures indicative of saturated soils or changes in vegetative communities that may suggest an area supports and/or functions as wetland or stream systems. A description of each aerial imagery map (**Appendix A**, **Figures A-4** through **A-6**) is detailed in **Table 2**.

Table 2: Aerial Imagery Descriptions

Year	Figure	Map Description
1995	A-4	• The project area is depicted as undeveloped agricultural cropland, pastureland, and herbaceous landcover. • One stream is depicted bisecting the central portion of the project area and shows evidence of frequent inundation. • The project area is bound by a roadway to the north with three other rural roadways transecting the project area to the south. • Any development in the surrounding area appears to be primarily rural residential.
2008	A-5	• The project area and surrounding properties appear to be consistent with conditions observed in 1995 aerial imagery.
2024	A-6	• The project area and surrounding properties appear to be consistent with conditions observed in 2008 aerial imagery.

3.1.4 NWI and NHD Information

Features mapped on the USFWS' NWI were identified from stereoscopic analysis of historical aerial imagery and are infrequently updated. Furthermore, USFWS expressly states that there is no attempt to define the limits of jurisdiction of any Federal, State, or local government, or to establish the geographic scope of the regulatory programs of any government agency. However, the NWI can be useful as background information to identify potential wetland areas prior to conducting field investigations. The USGS' NHD represents the most up-to-date and comprehensive hydrography dataset of the U.S. water drainage network. The NWI and NHD databases were reviewed to identify potential wetland areas and other aquatic resources within the project area.

Two riverine/stream features and one emergent wetland feature are depicted within the project area in the NWI and NHD databases (**Appendix A, Figure A-7**).

3.1.5 Soil Survey Information

Halff obtained soil data for the project area from the USDA NRCS Web Soil Survey Geographic Database (SSURGO), which is derived from the USDA Soil Survey for Williamson County. Soil data provide insight on soil profiles, settings, properties, and hydric characteristics.

As detailed in **Table 4**, the project area is composed of 13 soil units, all with no known/mapped hydric components. The soil units derived from the USDA GIS data are shown atop recent aerial imagery in **Appendix A**, **Figure A-8**.

Table 3: Soil Map Unit Descriptions

Soil Unit Symbol	Map Unit Name	Drainage Class	Frequency of Ponding	Hydric Components (yes/no)	Acreage of Project area	Percent of Project area
AsB	Austin silty clay, 1 to 3 percent slopes	Well drained	None	No	65.1	26.4%
AwD3	Austin-Whitewright complex, 2 to 6 percent slopes, eroded	Well drained	None	No	14.1	5.7%
BrA	Branyon clay, 0 to 1 percent slopes	Moderately well drained	None	No	23.6	9.6%
BrkB	Branyon-Krum complex, 1 to 3 percent slopes	Moderately well drained	None	No	9.4	3.8%
CaB	Castephen silty clay, 1 to 3 percent slopes	Well drained	None	No	31.2	12.7%
CaC	Castephen silty clay, 3 to 5 percent slopes	Well drained	None	No	3.5	1.4%
EyB	Eddy very gravelly clay loam, 0 to 3 percent slopes	Well drained	None	No	3.3	1.4%
EyD	Eddy very gravelly clay loam, 3 to 8 percent slopes	Well drained	None	No	5.9	2.4
HoB	Houston Black clay, 1 to 3 percent slopes	Moderately well drained	None	No	71.5	29.0%
HoC2	Houston Black clay, 3 to 5 percent slopes, moderately eroded	Moderately well drained	None	No	7.5	3.0%
KrA	Krum silty clay, 0 to 1 percent slopes	Well drained	None	No	1.8	0.7%
QuF	Queeny-Sunev complex, 5 to 15 percent slopes	Well drained	None	No	0.4	0.1%
WhC	Whitewright silty clay loam, 1 to 5 percent slopes	Well drained	None	No	9.1	3.7%

3.1.6 Floodplain Information

According to the FEMA NFHL dataset, the majority of the project area is located within the area of minimal flood hazard while small areas associated with Pecan Branch and a tributary to Pecan Branch in the central portion of the project area are located in the 1.0% percent annual chance flood hazard (100-year floodplain). The National Flood Hazard Map (**Appendix A**, **Figure A-9**) depicts the floodplain limits within and around the project area.

3.1.7 LiDAR Information

The digital elevation model (**Appendix A**, **Figure A-10**) from the Texas Natural Resources Information System (TNRIS) 2024 5-foot LiDAR depicts the project area located at an elevation between 591 to 781 feet. Discernable depressional areas noted in the project area include Pecan Branch and Big House Branch. Analysis of LiDAR elevation data was consistent with observations made on topographic maps, aerial imagery, NWI, and NHD maps.

3.1.8 Wetland Hydrologic Index

Determining the jurisdictional status of certain waterbodies is informed by an understanding of the hydrologic flows and surface water connections that occur under normal climatic conditions (i.e., precipitation and climatic variables within the normal periodic range of an area based on a rolling 30-year period). The USACE Antecedent Precipitation Tool (APT) is utilized to compare antecedent or recent rainfall conditions for a location to the range of normal rainfall conditions that occurred during the preceding 30 years. Utilization of the APT assists in completing wetland delineations by streamlining the evaluation of precipitation normalcy and other climatic variables and assisting with determining whether observations are representative of normal climatic conditions when evaluating the jurisdictional status of aquatic resources. Furthermore, the APT can be utilized to assess presence of drought conditions, as well as the approximate dates of the wet and dry season for a given location.

According to the APT, the project area was experiencing drier than normal hydrologic conditions during the field investigation. **Table 5** summarizes the APT data derived from the date of the field investigation. The APT model, representative of conditions during the field investigation and for the rolling 30-year period, is included in **Appendix B**.

Table 4: APT Data from Field Investigations

Date	Latitude	Longitude	PDSI[1] Value	PDSI Class	Season	ARC Score[2]	Antecedent Precipitation Condition
10/15/2024	30.643145	-97.522220	-1.61	Mild Drought	Wet Season	7	Drier than Normal
10/18/2024	30.643145	-97.522220	-1.51	Mild Drought	Wet Season	6	Drier than Normal

Notes:
1. Palmer Drought Severity Index – attempts to measure duration and intensity of long-term drought-inducing circulation patterns. Intensity of drought during the current month is dependent on current weather conditions plus the cumulative patterns of previous months.
2. The final precipitation normalcy index score is the summed weighted condition value across the three 30-day periods.

3.2 Field Conditions

3.2.1 Description of Aquatic Features

W-1 (Big House Branch)

Big House Branch (W-1A, W-1B, and W-1C) is an ephemeral stream that intersects the southern portion of the project area in three locations. This feature was dry at the time of the field investigation and only flows in direct response to rain events for conveyance of agricultural runoff and roadside drainage from CR 127. It is depicted as an intermittent stream on topographic maps dating back to 1893, and as a palustrine emergent wetland (PEM1C) on NWI maps. The portions of W-1 within the project area total approximately 1,276 feet in length (0.18 acre) with an average OHWM of approximately 7 feet in width. The reach of W-1 observed during the field investigation has a narrow and shallow channel with a discontinuous OHWM that transitions to portions of stream without discernable bed and bank material, resembling a wash in select locations. Sediments are poorly sorted in general within the channel and substrate material consists of silty clay, gravel, and cobble. Downstream segments of the W-1 stream channel were observed to be dry at the time of the field investigation and appears to have been modified in the past to convey stormwater between agricultural fields toward the San Gabriel River. W-1 flows to its confluence with the San Gabriel River approximately 1.6 miles to the south of the project area, which leads to the Little River and ultimately to the Brazos River. Soils underlying the channel are mapped as Houston Black clay, 1 to 3 percent slopes, which is not listed as a hydric soil in Williamson County. See **Appendix A**, **Figures 3-2 and 3-3** and **Appendix D**, **Photographs 3**-**7** and **9**-**10**.

W-2 (Open Water Pond)

W-2 is an open water pond (0.45 acre) located in the central portion of the project area on the south side of Pecan Branch (W-3). The pond is visible on topographic maps dating back to 1982 and is not depicted on current NWI maps. W-2 is not located within the 100-year or 500-year floodplain of Pecan Branch (W-3). Underlying soils are mapped as Houston Black clay, 1 to 3 percent slopes, which is not listed as a hydric soil in Williamson County. The pond is unvegetated and the surrounding plant community is dominated by bermudagrass (**Appendix A**, **Figure 3-4** and **Appendix D**, **Photograph 11**).

W-3 (Pecan Branch)

Pecan Branch (W-3) is an intermittent stream that intersects the central portion of the project area. It is depicted as an intermittent stream on topographic maps dating back to 1893 and a riverine intermittent streambed (R4SBC) on current NWI maps. The portion of W-3 within the project area is approximately 428 feet in length (0.07 acre) with an average OHWM of approximately 8 feet in width. During the site investigation, approximately 3 feet of standing water was observed at multiple locations of W-3 within the project area. W-3 flows to its confluence with the San Gabriel River approximately 6.5 miles to the southeast of the project area, which leads to the Little River and ultimately to the Brazos River. Soils underlying the channel are mapped as Branyon clay, 1 to 3 percent slopes and Houston Black clay, 1 to 3 percent slopes which are not listed as hydric soils in Williamson County. The stream channel is unvegetated and the surrounding plant community is dominated by bermudagrass, yellow bluestem, cottonwood, and sugarberry (**Appendix A**, **Figure 3-4** and **Appendix D**, **Photograph 12**).

W-4 (Unnamed Tributary to Pecan Branch)

Due to a lack of right-of-entry at the time of the field investigation, W-4 was delineated via desktop methods only. Based on observations made from public right-of-way and aerial imagery, this feature was observed to be a vegetated swale that flows in direct response to rain events. W-4 is approximately 635 feet in length (0.18 acre) that intersects the central-northern portion of the project area and receives drainage from adjacent agricultural fields and CR 124. A discontinuous OHWM was observed on aerial imagery within the assessment stream reach. Approximately one-half of the vegetated swale is within the 100-year floodplain.

The other approximate half of the vegetated swale is within the area of minimal chance flood hazard zone. It is depicted as an intermittent stream on topographic maps dating back to 1982 and as a seasonally flooded intermittent riverine streambed (R4SBC) on NWI maps. Soils underlying this feature are mapped as Houston Black clay, 1 to 3 percent slopes, which is not listed as a hydric soil in Williamson County. Field observations were made from CR 124 located approximately 525 feet to the northeast of the project area and the swale was observed to be entirely vegetated with a species of cordgrass which is generally not considered to be hydrophytic. The surrounding plant community is dominated by bermudagrass and yellow bluestem. See **Appendix A**, **Figure 3-5** and **Appendix D**, **Photograph 13** taken from public right-of-way.

W-5 (Open Water Pond)

Due to a lack of right-of-entry at the time of the field investigation, W-5 was delineated via desktop methods only. Based on observations made from aerial imagery, this feature measures approximately 0.08 acre and appears to be a dry stock pond with no direct downstream surface connection to waterbodies or wetlands in the vicinity of the project area. The pond is visible on topographic maps dating back to 1982 and is not depicted on current NWI maps. Underlying soils are mapped as Austin silty clay, 1 to 3 percent slopes and Castephen silty clay, 1 to 3 percent slopes which are not listed as hydric soils in Williamson County. The pond is unvegetated and the surrounding plant community is dominated by bermudagrass (**Appendix A**, **Figure 3-4** and **Appendix D**, **Photograph 11**).

3.2.2 Vegetation

During the field investigation, Halff collected a total of eight wetland data points to characterize the land cover and identify aquatic features within the project area. Three dominant vegetation communities were observed within the project area: upland scrub-shrub, upland woodland, and upland herbaceous. No wetland features were observed within the project area during the investigation. Data point locations and aquatic features located within the project area can be seen overlaid on recent aerial imagery in **Appendix A**, **Figures 3-1** through **3-8**. Refer to **Appendix C - Wetland Data Forms** for the completed wetland determination data forms for the project. Refer to **Appendix D – Representative Photographs** for photographs of vegetation communities and aquatic features observed within the project area.

Table 5: Wetland Determination Data Form Summary

Vegetation Community	Data Points	Dominant Vegetation[1]	Hydric Soil Indicators	Wetland Hydrology Indicators
Upland Scrub-Shrub	DP01, DP02,	*Arundo donax* (FAC) *Celtis laevigata* (FAC) *Ambrosia trifida* (FAC) *Toxicodendron radicans* (FACU) *Vitis mustangensis* (UPL)		
Upland Woodland	DP04,	*Celtis laevigata* (FAC) *Sorghum halepense* (FAC) *Ambrosia trifida* (FAC) *Baccharis halimifolia (FAC)* *Rubus trivialis (FACU)*		
Upland Herbaceous	DP03, DP05, DP06, DP07, DP08	*Sorghum halepense* (FAC) *Ambrosia trifida* (FAC) *Zea mays* (UPL) *Celtis laevigata* (FAC) *Cynodon dactylon* (FACU) *Xanthium orientale* (UPL) *Arundo donax* (FAC) *Bothriochloa ischaemum* (UPL)		Surface Soil Cracks (B6), Drainage Patterns (B10), Geomorphic Position (D2)

Note:
1. FAC: Facultative Plant; FACU: Facultative Upland Plant; OBL: Obligate Wetland Plant; UPL: Upland Plant

3.2.4 Summary of Aquatic Features

A summary of the mapped aquatic features within the project area can be found in **Table 7**.

Table 6: Summary of Aquatic Features

Name	Type	Data Point	Latitude, Longitude	Area within Project Area (acres)	Length (linear feet)	Average OHWM Width (feet)	Jurisdictional WOTUS (yes/no)
W-1A	Ephemeral Stream	N/A	30.650657, -97.527088	0.05	504	5	No
W-1B	Ephemeral Stream	N/A	30.651703, -97.526655	0.04	172	10	No
W-1C	Ephemeral Stream	N/A	30.660485, -97.531469	0.09	600	7	No
W-2	Open Water Pond	N/A	30.669898, -97.535858	0.45	N/A	N/A	No
W-3	Intermittent Stream	N/A	30.670377, -97.535735	0.07	428	8	Yes
W-4	Vegetated Swale	N/A	30.676071, -97.536569	0.18	635	14	No
W-5	Open Water Pond	N/A	30.691967, -97.538575	0.08	N/A	N/A	No

4.0 CONCLUSION

Federal regulations (33 Code of Federal Regulations Section 328.3(a)) note that WOTUS may include intrastate rivers and streams, including impoundments and other waters. In response to a Supreme Court decision (*Rapanos v. U.S.*, 547 S. Ct. 715 [2006]) addressing the limits of federal jurisdiction, the USACE and EPA have issued further guidance and require additional documentation to support jurisdiction. Per joint USACE/EPA guidance documents issued after the *Rapanos* decision, the regulatory agencies continue to assert jurisdiction over the following waters:

- TNWs
- Wetlands adjacent to TNWs
- Non-navigable tributaries of traditionally navigable waters that are relatively permanent where the tributaries typically flow year-round or have continuous flow at least seasonally (e.g., typically three months)
- Wetlands that directly abut such tributaries

Halff conducted the delineation of aquatic features on October 15 and 18, 2024 and identified a total of five aquatic features within the project area: one ephemeral stream (W-1), one intermittent stream (W-3), two open water ponds (W-2 and W-5), and one vegetated swale (W-4).

Review of aerial imagery, topographic maps, NWI/NHD data, and conditions observed within the project area during the field investigation suggest that W-3 flows intermittently within the project area and at the stream reach scale. This feature exhibits a direct surface water connection to the San Gabriel River and ultimately to the Gulf of Mexico, a TNW according to the USACE.

On August 29, 2023, the EPA, and Department of the Army (the agencies) issued a final rule amending the 2023 definition of "waters of the U.S." to conform with the recent Supreme Court decision in *Sackett v. EPA*. As of this report, the agencies are interpreting WOTUS consistently with *Rapanos v. United States* and *Carabell v. United States* (EPA 2008) (i.e., pre-2015 regulatory regime), in addition to key revisions to the definition of WOTUS under the *Sackett* ruling.

W-1 is an ephemeral stream that was observed to be dry at the time of the field investigation and to only flow in direct response to rain events for conveyance of agricultural runoff and roadside drainage from CR 127. In addition, a desktop streamflow duration assessment was performed at the reach scale to establish ephemeral flow regimes to the extent possible using available desktop tools and online resources. Based on 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 USACE guidance and Section 404 regulation, this feature would not likely be considered to be an RPW or jurisdictional WOTUS.

W-2 and W-5 are open water ponds located near the center of the project area on the south side of W-3 and approximately 0.26-mile north of Farm-to-Market 971, respectively. These features are considered to be artificial ponds constructed in upland pasture for agricultural use. The ponds are not within 100-year floodplains and have no observable direct downgradient surface water connections to a WOTUS. Therefore, W-2 and W-5 would not likely be subject to regulation under Section 404.

Due to a lack of right-of-entry at the time of the field investigation, W-4 was delineated via desktop methods only. Based on observations made from public right-of-way and aerial imagery, this feature was observed to be a vegetated swale with only small segments that exhibit a discernable OHWM and appeared to flow in direct response to rain events. At the reach scale, the majority (>50%) of the stream reach of this feature appears to be completely vegetated without defined bed and bank material and appears to lack a continuous OHWM. Under general circumstances, this feature would not meet the definition of stream that carries relatively permanent flow and the USACE would not likely assert jurisdiction under Section 404; however, further investigation may be warranted for any proposed impacts to W-4 in the future to evaluate whether wetland (hydrophytic) vegetation or hydric soils are present within the vegetated swale. If hydrophytic vegetation or hydric soils are identified within this feature, USACE may consider it to be a regulated wetland swale.

Under a review of jurisdiction based on the pre-2015 regulatory regime and the *Sackett* decision, it is Halff's professional opinion that only W-3 would meet the regulatory definition of a RPW to a TNW; therefore, this feature would likely be regulated under Section 404 by USACE.

Demonstrations of jurisdiction herein are based on a preliminary jurisdictional assessment conducted by Halff for consideration by the USACE and are provided as an information tool for the permittee. Changes to current effective rules and/or regulatory practices may result in changes to Halff's jurisdictional opinion. The actual designation will rest with the USACE Fort Worth District and the EPA, the agencies with regulatory authority for jurisdictional determinations of aquatic features within the project area.

5.0 REFERENCES

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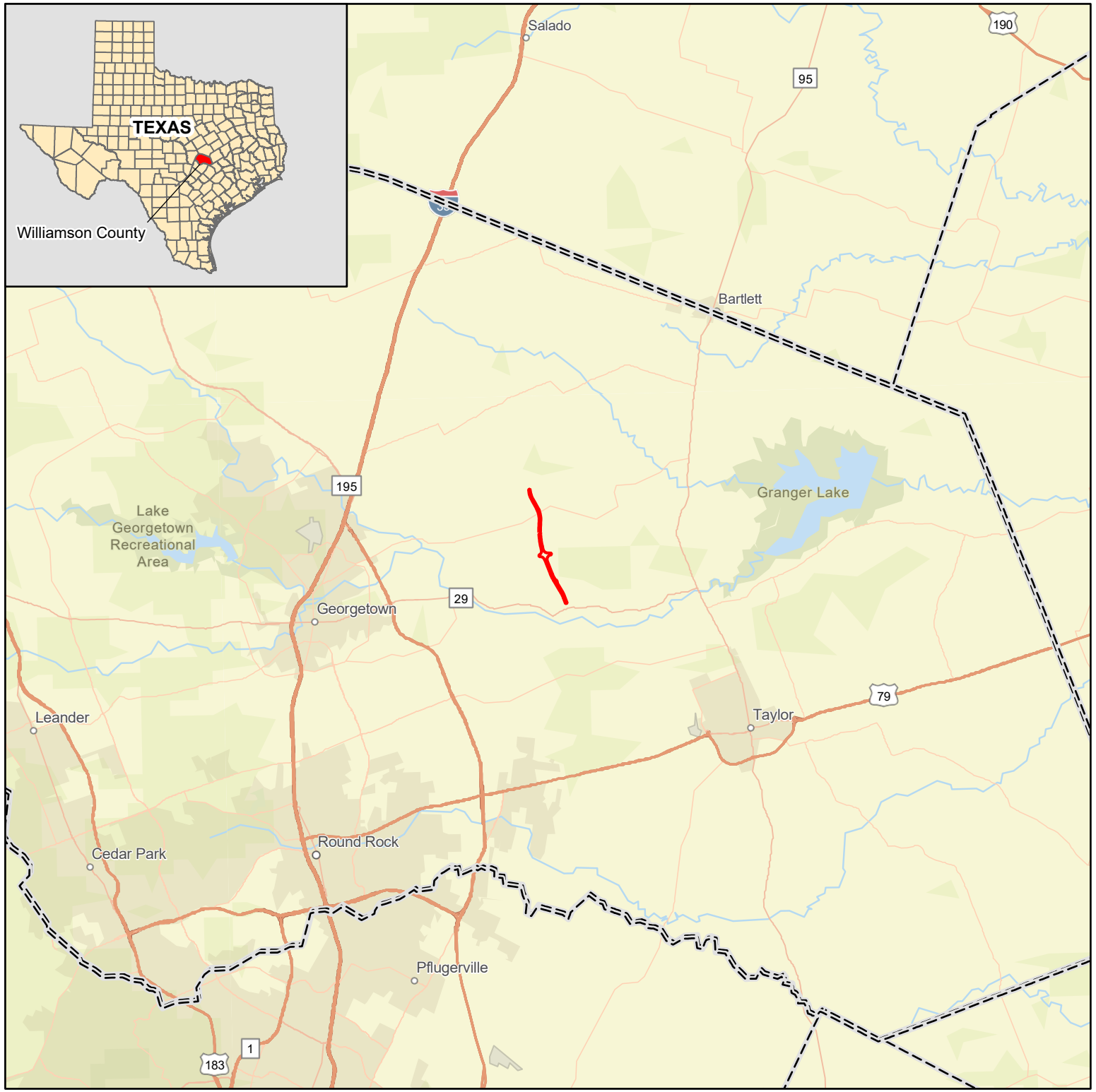
Figures



N

0 2.5 5 10

Miles

Legend

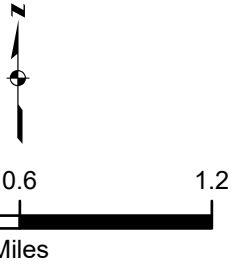
Project Area

Notes:
1. Map Center: 97.53185°W 30.6707°N
2. World Street Map: County of Williamson, Texas Parks & Wildlife, CONANP, Esri, TomTom, Garmin, SafeGraph, FAO, METI/NASA, USGS, EPA, NPS, USFWS

East WilCo Highway Segment 6
Williamson County, Texas
Date: 3/7/2025

Figure 1
Location Map

halff



Legend

Project Area

Notes:
1. Map Center: 97.53185°W 30.6707°N
2. World Topographic Map: Baylor University, County of Williamson, Texas Parks & Wildlife, CONANP, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, USDA, USFWS
World Hillshade: Esri, NASA, NGA, USGS

East WilCo Highway Segment 6
Williamson County, Texas
Date: 3/7/2025

Figure 2
Vicinity Map

halff

N

0 200 400 800

Feet

Legend

- Project Area
- Reference Photo Point
- Data Point

Notes:
1. Map Center: 97.52224°W 30.64003°N
2. Nearmap WMS Server: 2024

East WilCo Highway Segment 6
Williamson County, Texas
Date: 6/27/2025

Figure 3-1
Aquatic Features Map

halff

N

0 200 400 800

Feet

Legend

- Project Area
- Reference Photo Point
- Data Point

Aquatic Features

- Ephemeral Stream

Notes:
1. Map Center: 97.5258°W 30.64891°N
2. Nearmap WMS Server: 2024

East WilCo Highway Segment 6
Williamson County, Texas
Date: 6/27/2025

Figure 3-2
Aquatic Features Map

halff

N

0 200 400 800

Feet

Legend

- Project Area
- Reference Photo Point
- Data Point

Aquatic Features

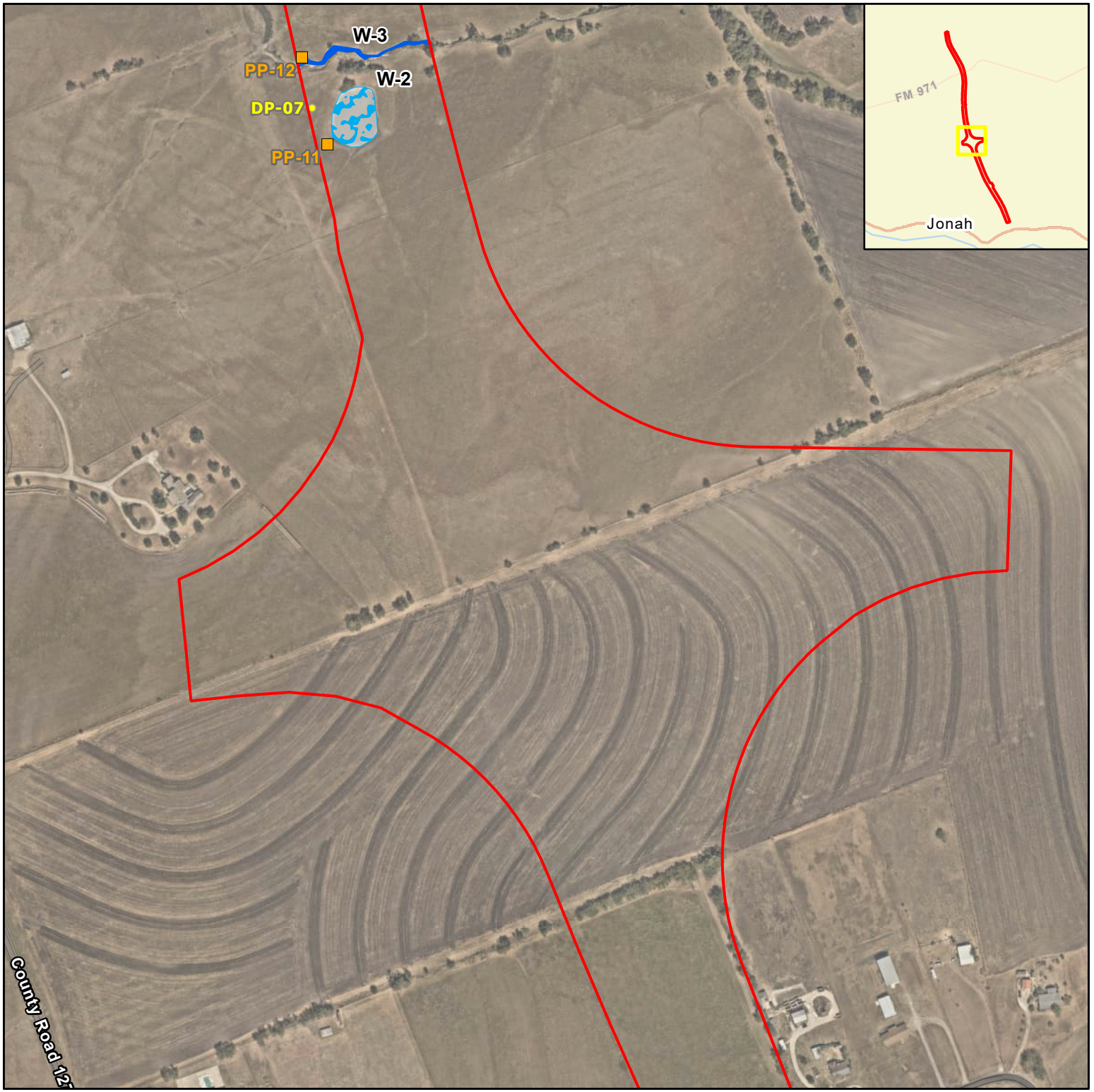
- Ephemeral Stream

Notes:
1. Map Center: 97.53032°W 30.65751°N
2. Nearmap WMS Server: 2024

East WilCo Highway Segment 6
Williamson County, Texas
Date: 6/27/2025

Figure 3-3
Aquatic Features Map

halff



N

0 200 400 800

Feet

Legend

- Project Area
- Reference Photo Point
- Data Point

Aquatic Features

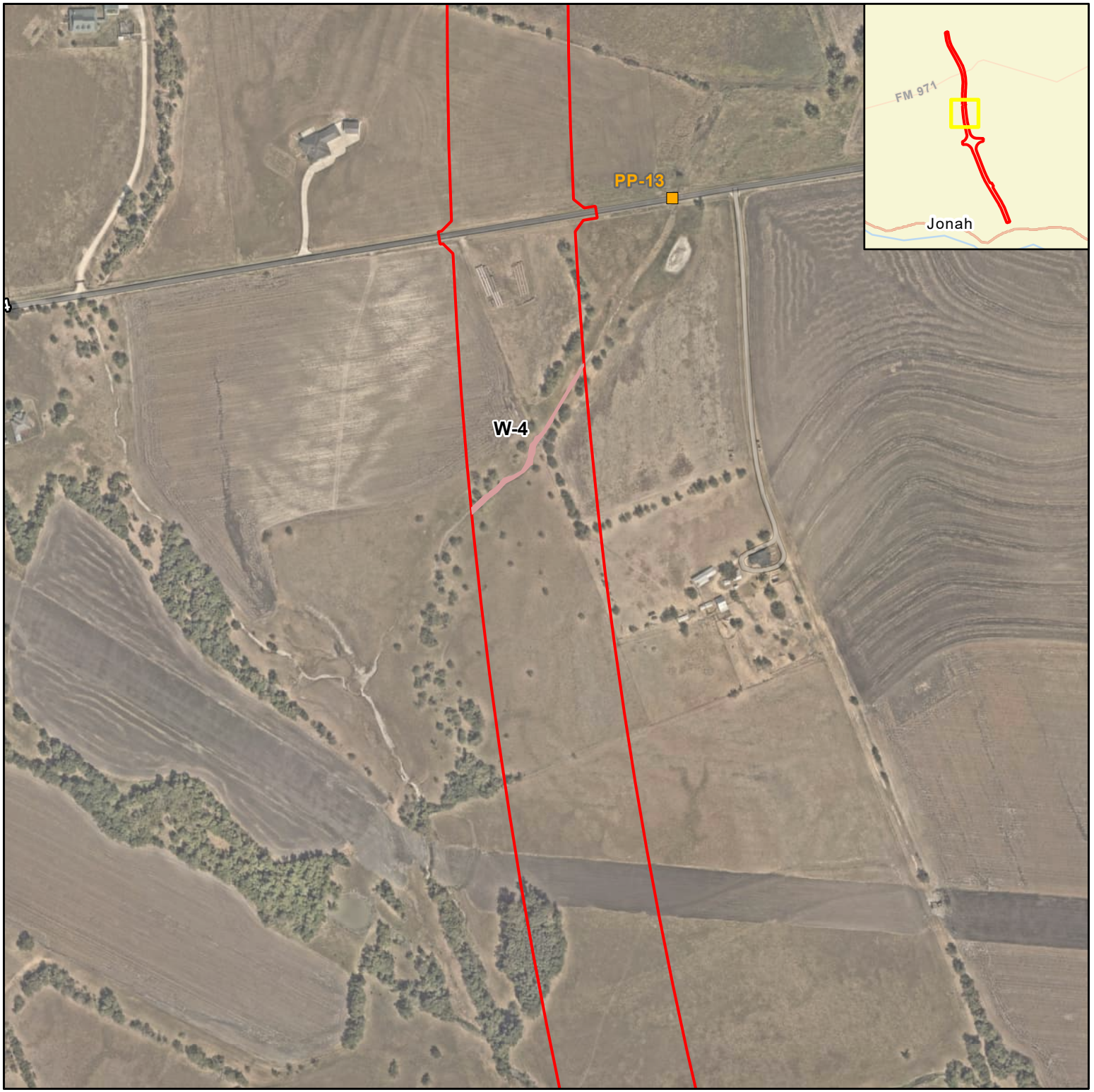
- Intermittent Stream
- Open Water Pond

Notes:
1. Map Center: 97.53416°W 30.66637°N
2. Nearmap WMS Server: 2024

East WilCo Highway Segment 6
Williamson County, Texas
Date: 6/27/2025

Figure 3-4
Aquatic Features Map

halff



N

0 200 400 800

Feet

Legend

- Project Area
- Reference Photo Point
- Data Point

Aquatic Features

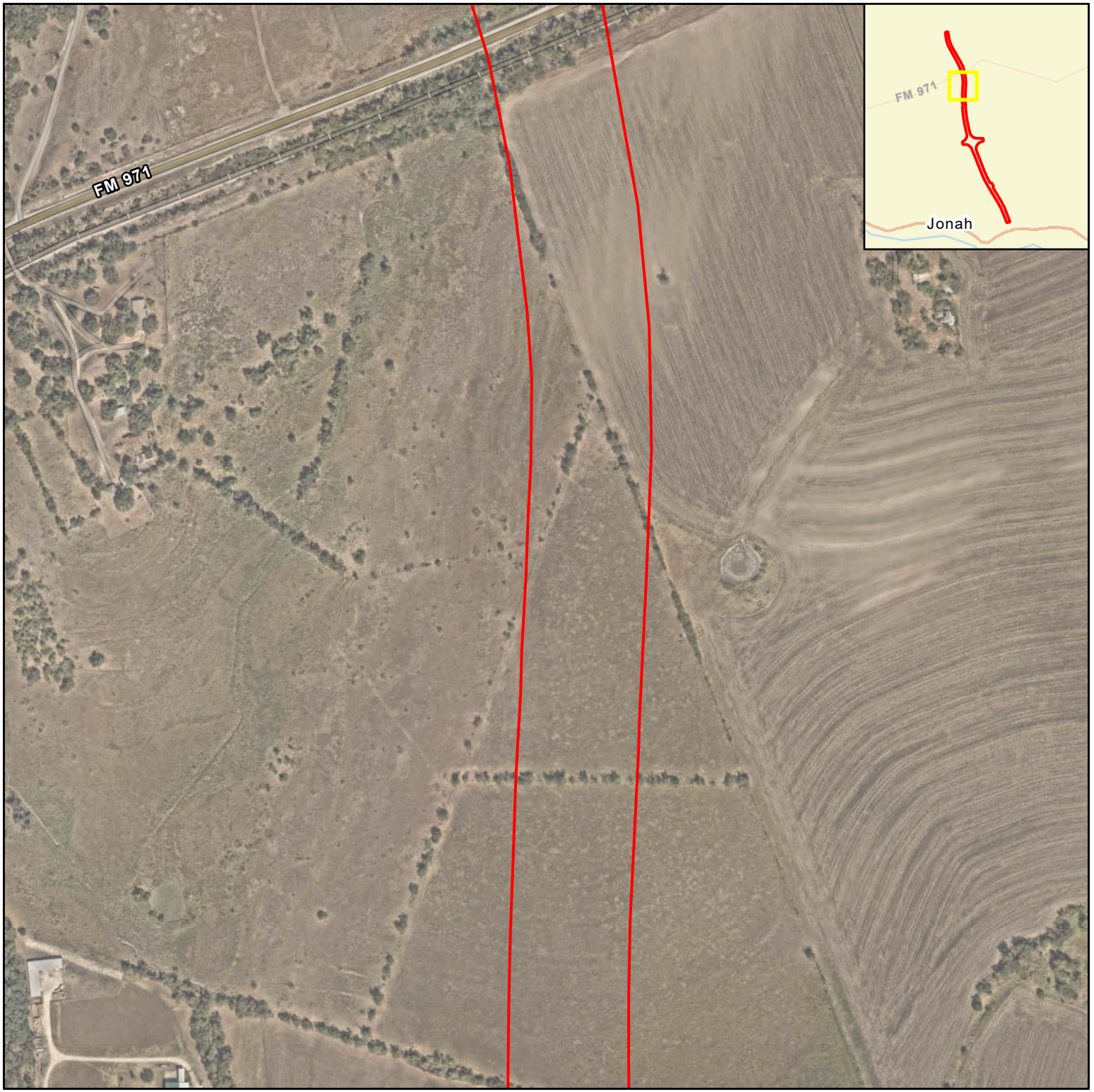
- Vegetated Swale

Notes:
1. Map Center: 97.53648°W 30.67522°N
2. Nearmap WMS Server: 2024
3. W-4 delineated via desktop methods only due to lack of authorized access at the time of the field investigation.

East WilCo Highway Segment 6
Williamson County, Texas
Date: 6/27/2025

Figure 3-5
Aquatic Features Map

halff



N

0 200 400 800

Feet

Legend

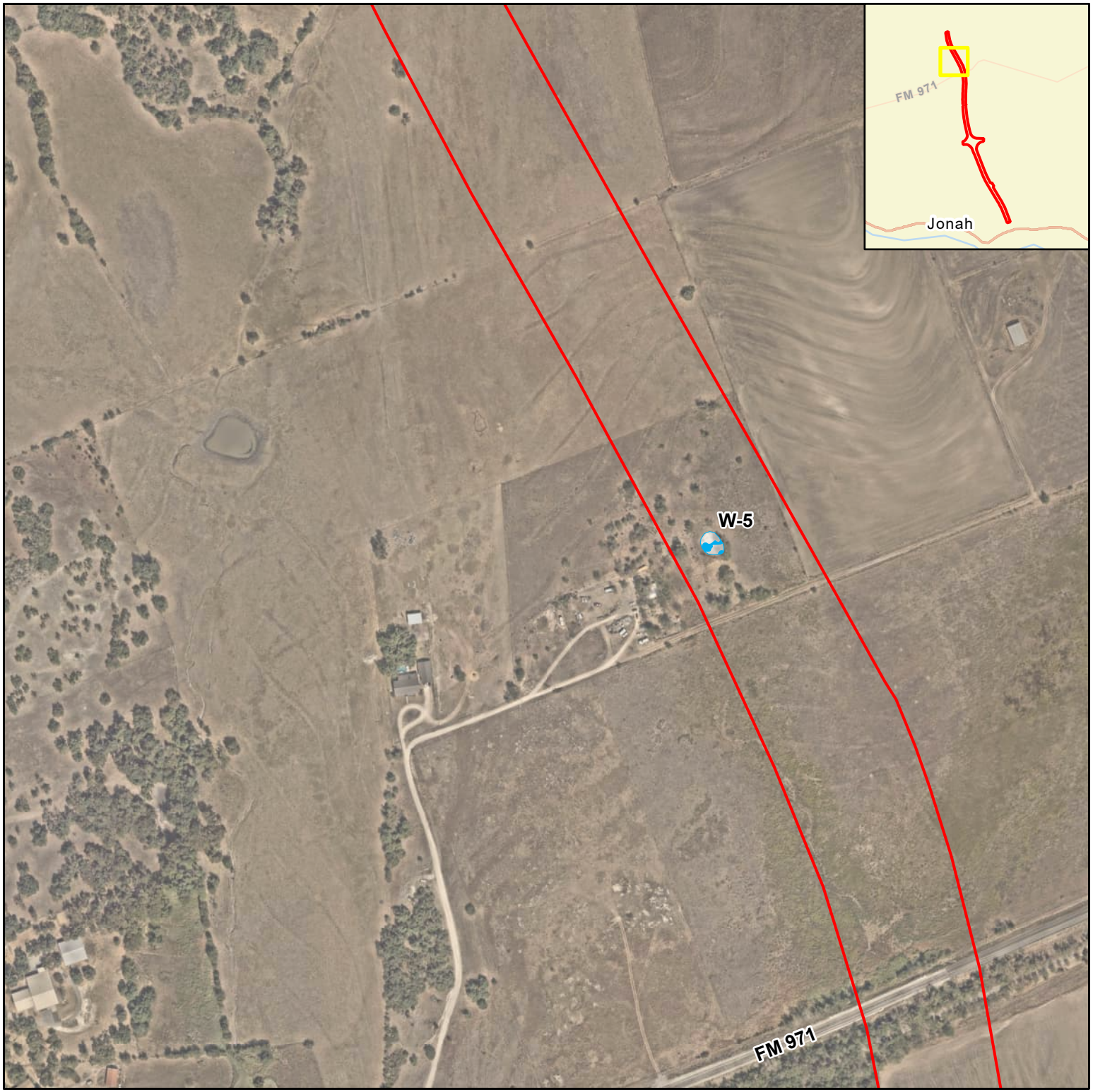
Project Area

Notes:
1. Map Center: 97.5368°W 30.68403°N
2. Nearmap WMS Server: 2024

East WilCo Highway Segment 6
Williamson County, Texas
Date: 6/27/2025

Figure 3-6
Aquatic Features Map

halff



N

0 200 400 800

Feet

Legend

Project Area

Aquatic Features

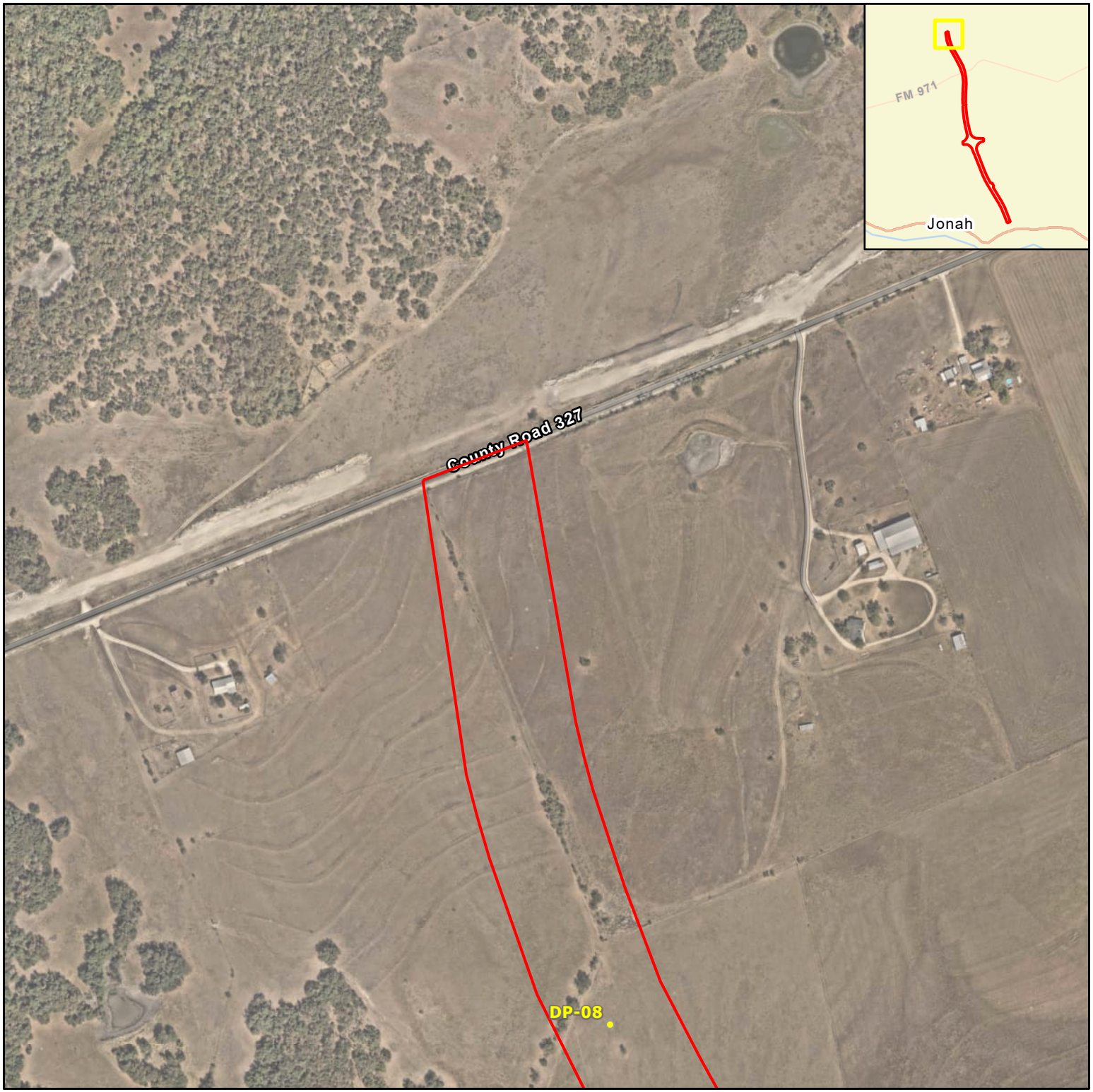
Open Water Pond

Notes:
1. Map Center: 97.54011°W 30.69196°N
2. Nearmap WMS Server: 2024
3. W-5 delineated via desktop methods only due to lack of authorized access at the time of the field investigation.

East WilCo Highway Segment 6
Williamson County, Texas
Date: 7/6/2025

Figure 3-7
Aquatic Features Map

halff



N

0 200 400 800

Feet

Legend

- Project Area
- Data Point

Notes:
1. Map Center: 97.54184°W 30.70078°N
2. Nearmap WMS Server: 2024

East WilCo Highway Segment 6
Williamson County, Texas
Date: 6/27/2025

Figure 3-8
Aquatic Features Map

halff

Appendix A: Supporting Documentation

N

0 1.5 3 6

Miles

Legend

Project Area

MLRA Unit

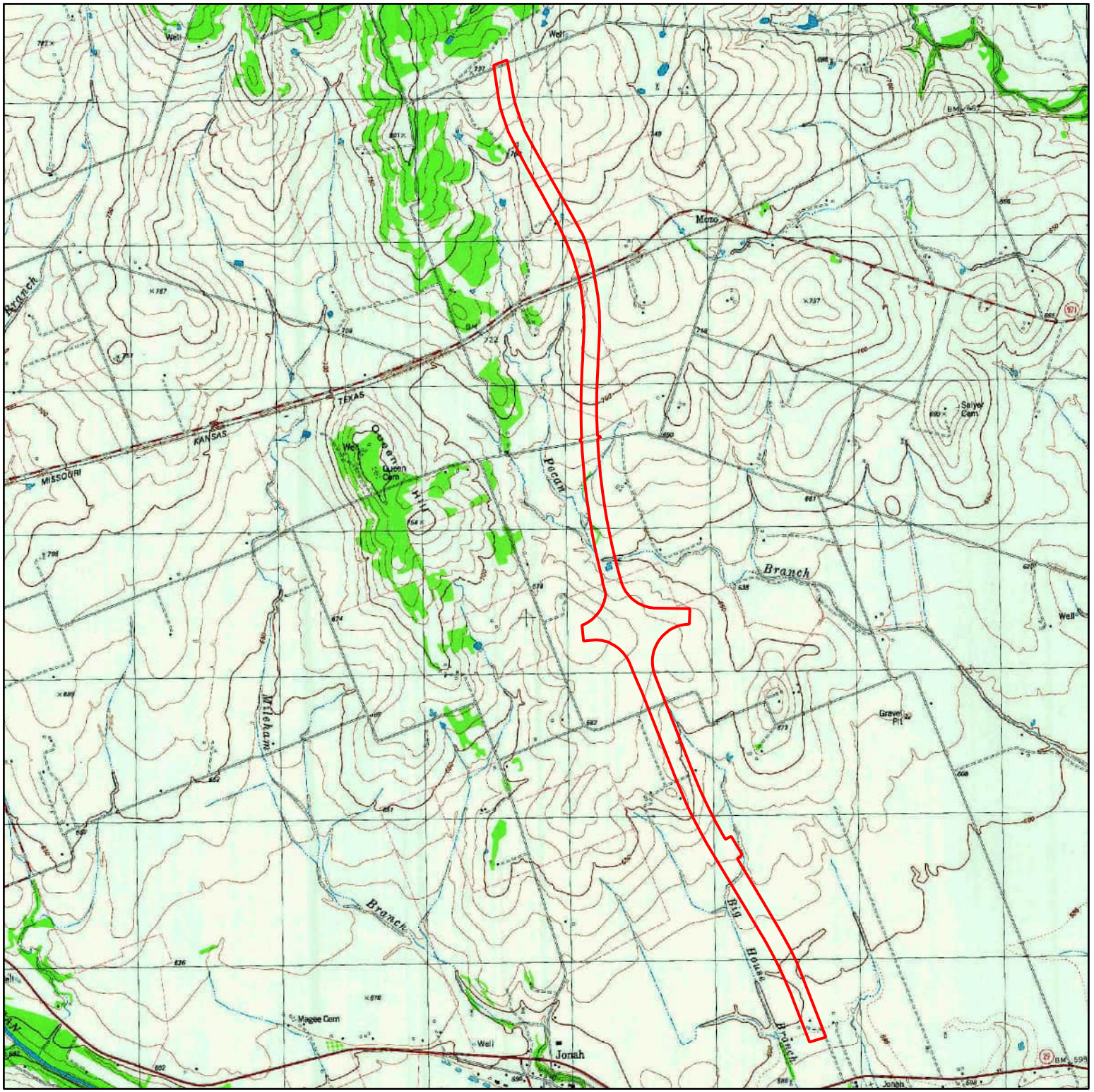
Texas Blackland Prairie, Northern Part (86A)

Notes:
1. Map Center: 97.52954°W 30.67124°N
2. World Imagery: Earthstar Geographics 2024
3. USDA Land Resource Regions and Major Land Resource Areas Geographic Database

East Wilco Highway Segment 6
Williamson County, Texas
Date: 6/30/2025

Figure A-1
MLRA and LRR Map

halff



N

0 0.3 0.6 1.2

Miles

Legend

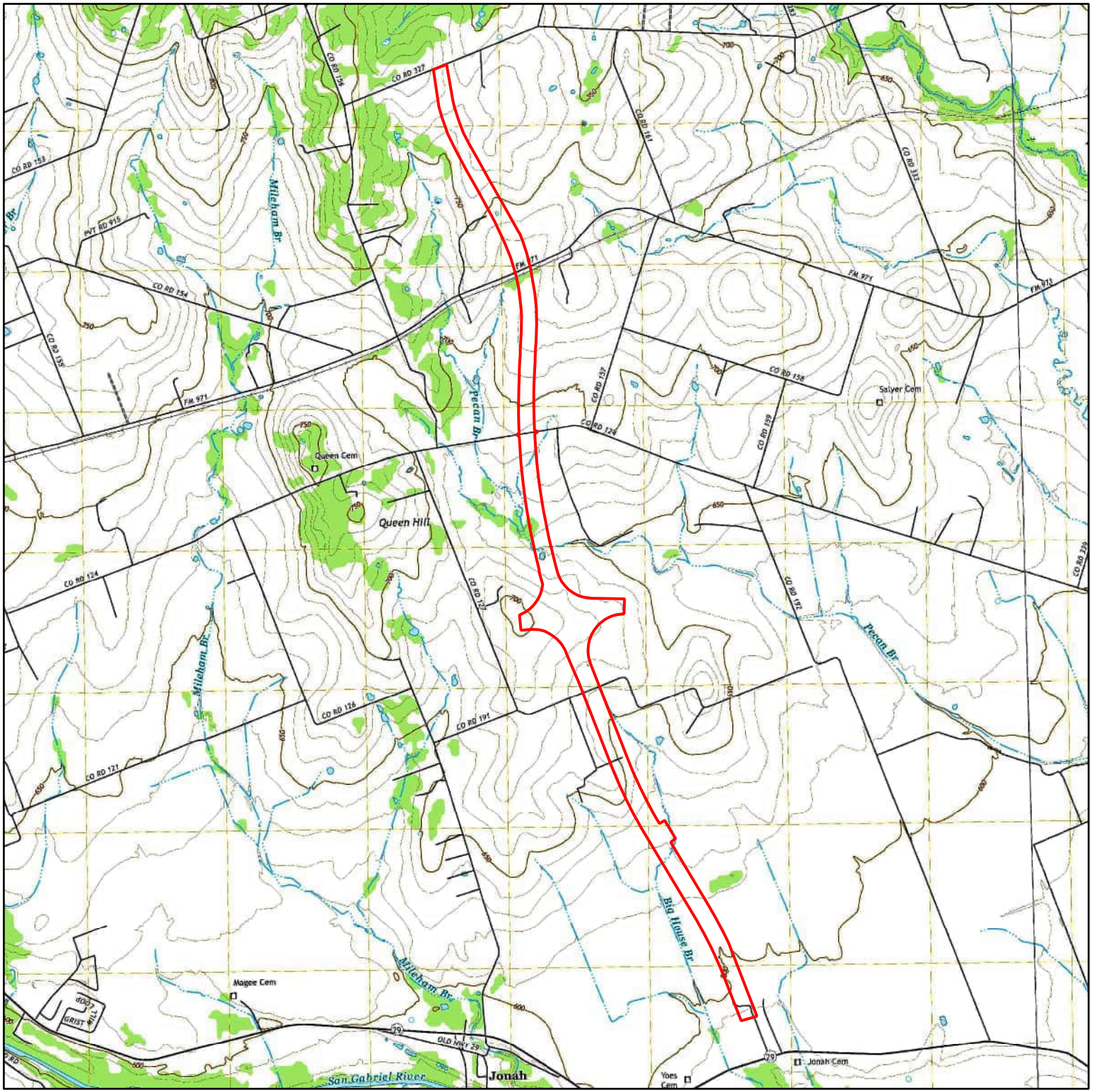
Project Area

Notes:
1. Map Center: 97.54005°W 30.67117°N
2. USGS topoView: "Taylor, Texas" 7.5 minute quadrangle, 1982, "Weir, Texas" 7.5 minute quadrangle, 1982

East WilCo Highway Segment 6
Williamson County, Texas
Date: 11/1/2024

Figure A-2
1982 USGS Topographic Map

halff



Legend

Project Area

Notes:
1. Map Center: 97.53549°W 30.67055°N
2. USGS topoView: "Taylor, Texas" 7.5 minute quadrangle, 2022, "Weir, Texas" 7.5 minute quadrangle. 2022

East WilCo Highway Segment 6
Williamson County, Texas
Date: 3/10/2025

Figure A-3
2022 USGS Topographic Map

halff

N

0 0.3 0.6 1.2

Miles

Legend

Project Area

Notes:
1. Map Center: 97.53359°W 30.67098°N
2. Strategic Mapping Program - Texas Orthoimagery Program Imagery: TNRIS

East WilCo Highway Segment 6
Williamson County, Texas
Date: 11/1/2024

Figure A-4
1995 Aerial Imagery Map

halff

N

Legend

Project Area

Notes:
1. Map Center: 105.97958°W 3.43989°N
, Google Earth Imagery: 2008

East WilCo Highway Segment 6
Williamson County, Texas
Date: 11/1/2024

Figure A-5
2008 Aerial Imagery Map

halff

N

0 0.3 0.6 1.2

Miles

Legend

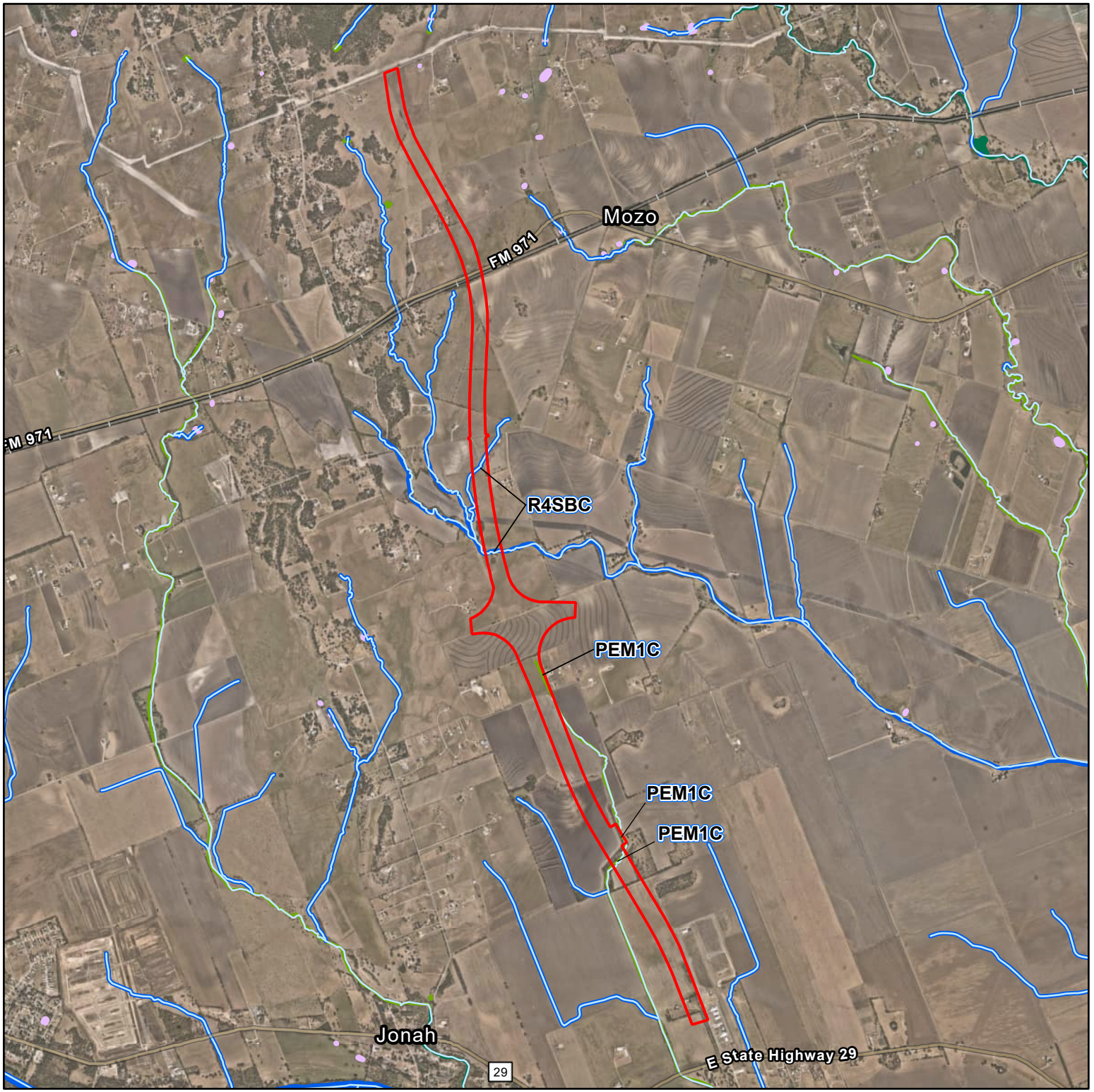
Project Area

Notes:
1. Map Center: 97.53185°W 30.6707°N
Hybrid Reference Layer: Baylor University, County of Williamson, Texas Parks & Wildlife, CONANP, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, USDA, USFWS
Nearmap WMS Server: 2024

East WilCo Highway Segment 6
Williamson County, Texas
Date: 11/1/2024

Figure A-6
2024 Aerial Imagery Map

halff



N

0 0.3 0.6 1.2

Miles

Legend

- Project Area
- Stream/River

NWI Feature Type

- Freshwater Emergent Wetland
- Freshwater Forested/Shrub Wetland
- Freshwater Pond
- Riverine

Notes:
1. Map Center: 97.53185°W 30.6707°NBaylor University, County of Williamson, Texas Parks & Wildlife, CONANP, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, USDA, USFWS, Nearmap WMS Server: 2024
2. USFWS National Wetlands Inventory
3. USGS National Hydrography Dataset

East WilCo Highway Segment 6
Williamson County, Texas
Date: 6/30/2025

Figure A-7
NWI and NHD Map

halff

N

0 0.3 0.6 1.2

Miles

Legend

Project Area

SSURGO Soil Units

- AwD3 - Austin-Whitewright complex, 2 to 6 percent slopes, eroded
- AsB - Austin silty clay, 1 to 3 percent slopes
- BrA - Branyon clay, 0 to 1 percent slopes
- BrkB - Branyon-Krum complex, 1 to 3 percent slopes
- CaB - Castephen silty clay, 3 to 5 percent slopes
- CaC - astephen silty clay, 3 to 5 percent slopes
- EyB - Eddy very gravelly clay loam, 0 to 3 percent slopes
- EyD - Eddy very gravelly clay loam, 3 to 8 percent slopes
- HoB - Houston Black clay, 1 to 3 percent slopes
- HoC2 - Houston Black clay, 3 to 5 percent slopes, moderately eroded
- KrA - Krum silty clay, 0 to 1 percent slopes
- QuF - Queeny-Sunev complex, 5 to 15 percent slopes
- WhC - Whitewright silty clay loam, 1 to 5 percent slopes

Notes:
1. Map Center: 97.53185°W 30.6707°N
Baylor University, County of Williamson, Texas Parks & Wildlife, CONANP, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, USDA, USFWS, Nearmap WMS Server: 2024
2. USDA NRCS Web Soil Survey

East WilCo Highway Segment 6
Williamson County, Texas
Date: 3/21/2025

Figure 8
Soil Map

halff

N

0 0.3 0.6 1.2

Miles

Legend

Project Area

Flood Zone Type

Area of Minimal Chance Flood Hazard

500-Year Floodplain

100-Year Floodplain

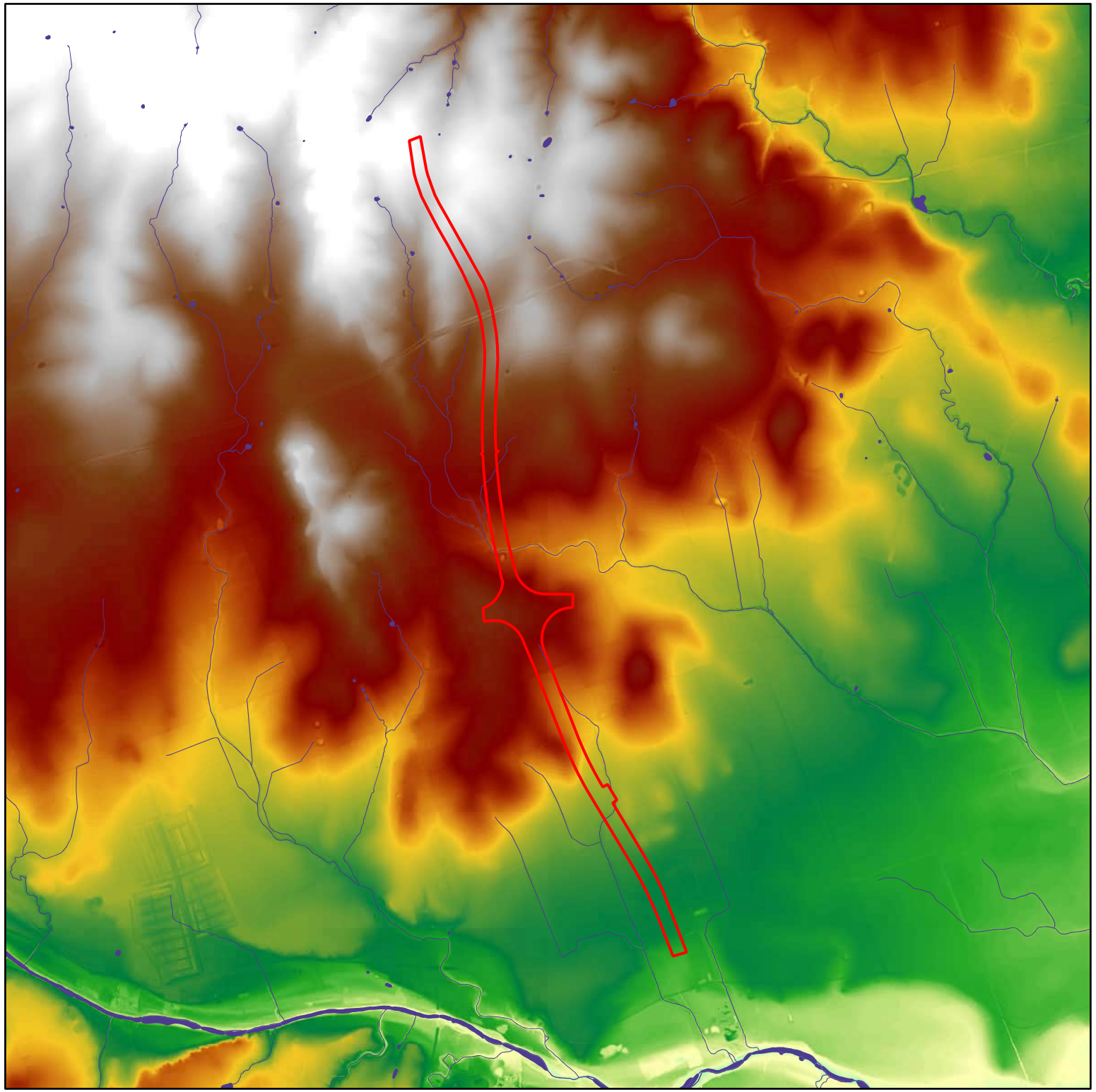
Floodway

Notes:
1. Map Center: 97.53185°W 30.6707°N
Baylor University, County of Williamson, Texas Parks & Wildlife, CONANP, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, USDA, USFWS, Nearmap WMS Server: 2024
2. FEMA National Flood Hazard Layer

East WilCo Highway Segment 6
Williamson County, Texas
Date: 3/9/2025

Figure A-9
FEMA Floodplain Map

halff



N

0 0.35 0.7 1.4

Miles

Legend

Project Area

LiDAR Value (feet)

868.64

523.09

Notes:
1. Map Center: 97.53185°W 30.6707°N
2. TNRIS, 2024, (Weir SW, Weir SE, Weir NE, Weir NW, Granger NW, Granger SW)

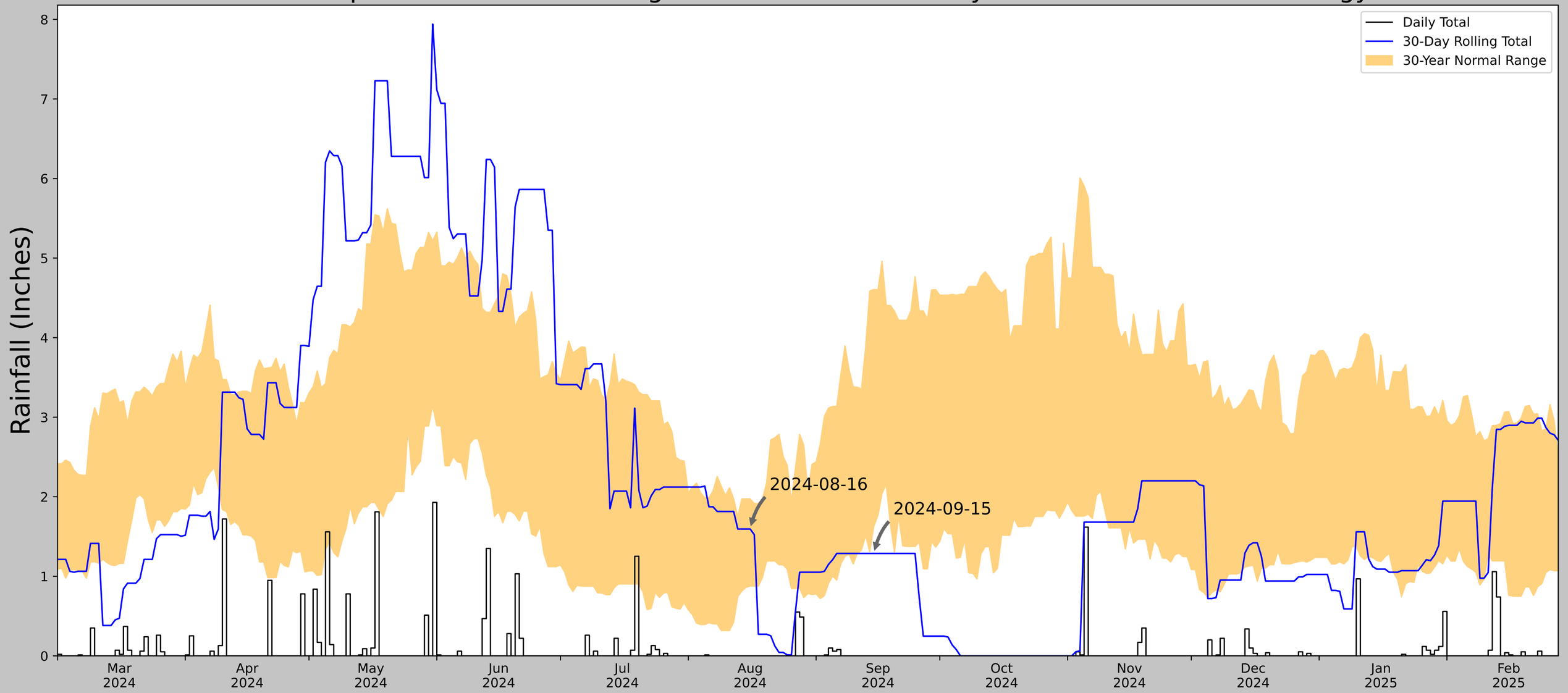
East WilCo Highway Segment 6
Williamson County, Texas
Date: 3/10/2025

Figure A-10
LiDAR Map

halff

Appendix B: APT Model

Antecedent Precipitation vs Normal Range based on NOAA's Daily Global Historical Climatology Network



Coordinates	30.64314575, -97.52222002
Observation Date	2024-10-15
Elevation (ft)	600.354
Drought Index (PDSI)	Mild drought
WebWIMP H_2O Balance	Wet Season

30 Days Ending	30^{th} %ile (in)	70^{th} %ile (in)	Observed (in)	Wetness Condition	Condition Value	Month Weight	Product
2024-10-15	1.099606	4.605512	0.0	Dry	1	3	3
2024-09-15	1.632284	4.606299	1.287402	Dry	1	2	2
2024-08-16	0.877953	1.972441	1.594488	Normal	2	1	2
Result							Drier than Normal - 7

US Army Corps of Engineers

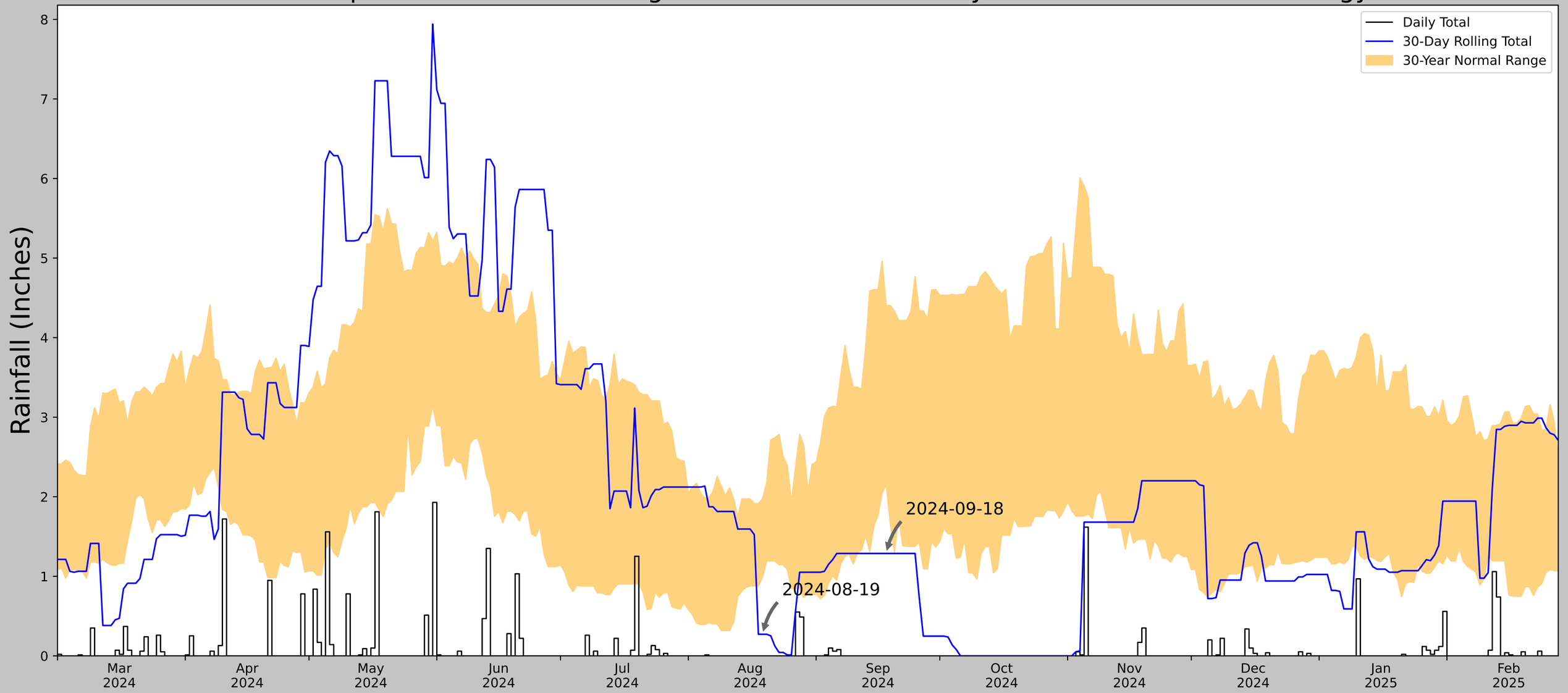
ERDC

Figures and tables made by the Antecedent Precipitation Tool Version 2.0

Developed by: U.S. Army Corps of Engineers and U.S. Army Engineer Research and Development Center

Weather Station Name	Coordinates	Elevation (ft)	Distance (mi)	Elevation Δ	Weighted Δ	Days Normal	Days Antecedent
TAYLOR 1NW	30.5844, -97.4156	570.866	7.528	29.488	3.61	8793	90
TAYLOR 1.2 WNW	30.5777, -97.4297	598.097	0.958	27.231	0.457	3	0
TAYLOR	30.57, -97.4092	564.961	1.065	5.905	0.486	2546	0
GRANGER	30.715, -97.4483	571.85	9.231	0.984	4.163	11	0

Antecedent Precipitation vs Normal Range based on NOAA's Daily Global Historical Climatology Network



Coordinates	30.6729301, -97.5361142
Observation Date	2024-10-18
Elevation (ft)	666.923
Drought Index (PDSI)	Mild drought
WebWIMP H_2O Balance	Wet Season

30 Days Ending	30^{th} %ile (in)	70^{th} %ile (in)	Observed (in)	Wetness Condition	Condition Value	Month Weight	Product
2024-10-18	1.516142	3.973228	0.0	Dry	1	3	3
2024-09-18	2.154724	4.403937	1.287402	Dry	1	2	2
2024-08-19	0.988189	1.972441	0.271654	Dry	1	1	1
Result							Drier than Normal - 6

US Army Corps of Engineers

ERDC

Figures and tables made by the Antecedent Precipitation Tool Version 2.0

Developed by: U.S. Army Corps of Engineers and U.S. Army Engineer Research and Development Center

Weather Station Name	Coordinates	Elevation (ft)	Distance (mi)	Elevation Δ	Weighted Δ	Days Normal	Days Antecedent
TAYLOR 1NW	30.5844, -97.4156	570.866	9.421	96.057	5.144	8793	90
TAYLOR 1.2 WNW	30.5777, -97.4297	598.097	0.958	27.231	0.457	3	0
TAYLOR	30.57, -97.4092	564.961	1.065	5.905	0.486	2546	0
GRANGER	30.715, -97.4483	571.85	9.231	0.984	4.163	11	0

Appendix C: Wetland Data Forms

WETLAND DETERMINATION DATA FORM – Great Plains Region

Project/Site: E WilCo Hwy Seg 6 City/County: Williamson County Sampling Date: 2024-10-15

Applicant/Owner: Williamson County State: Texas Sampling Point: DP-01

Investigator(s): P. Van Zandt Section, Township, Range:

Landform (hillslope, terrace, etc.): Upland, Flat Local relief (concave, convex, none): None Slope (%): 1

Subregion (LRR): J 86A Lat: 30.64277745 Long: -97.5221426 Datum: WGS 84

Soil Map Unit Name: BrA - Branyon clay, 0 to 1 percent slopes NWI classification: NA

Are climatic / hydrologic conditions on the site typical for this time of year? Yes ✔ No _____ (If no, explain in Remarks.)

Are Vegetation _____, Soil _____, or Hydrology _____ significantly disturbed? Are "Normal Circumstances" present? Yes ✔ No _____

Are Vegetation _____, Soil _____, or Hydrology _____ naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes ✔	No _____	**Is the Sampled Area within a Wetland?** Yes _____ No ✔
Hydric Soil Present?	Yes _____	No ✔	
Wetland Hydrology Present?	Yes _____	No ✔	

Remarks:

Upland scrub-shrub vegetation community.

VEGETATION – Use scientific names of plants.

Tree Stratum (Plot size: 15 ft r)	Absolute % Cover	Dominant Species?	Indicator Status
1. Arundo donax	100	✔	FAC
2.			
3.			
4.			
	100 = Total Cover		
Sapling/Shrub Stratum (Plot size: 15 ft r)			
1. Celtis laevigata	5	✔	FAC
2.			
3.			
4.			
5.			
	5 = Total Cover		
Herb Stratum (Plot size: 15 ft r)			
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
	_____ = Total Cover		
Woody Vine Stratum (Plot size: 15 ft r)			
1.			
2.			
	_____ = Total Cover		

% Bare Ground in Herb Stratum 100

Dominance Test worksheet:

Number of Dominant Species That Are OBL, FACW, or FAC (excluding FAC−): 2 (A)

Total Number of Dominant Species Across All Strata: 2 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 100.00 (A/B)

Prevalence Index worksheet:

Total % Cover of:		Multiply by:	
OBL species	0	x 1 =	0
FACW species	0	x 2 =	0
FAC species	105	x 3 =	315
FACU species	0	x 4 =	0
UPL species	0	x 5 =	0
Column Totals:	105 (A)		315 (B)

Prevalence Index = B/A = 3.00

Hydrophytic Vegetation Indicators:

___ 1 - Rapid Test for Hydrophytic Vegetation

✔ 2 - Dominance Test is >50%

___ 3 - Prevalence Index is ≤3.0[1]

___ 4 - Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)

___ Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Hydrophytic Vegetation Present? Yes ✔ No _____

Remarks:

SOIL

Sampling Point: DP-01

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (inches)	Matrix Color (moist)	Matrix %	Redox Features Color (moist)	Redox Features %	Type[1]	Loc[2]	Texture	Remarks
0 - 18	10YR 4/2	100					Silty Clay	
-								
-								
-								
-								
-								
-								
-								

[1]Type: C=Concentration, D=Depletion, RM=Reduced Matrix, CS=Covered or Coated Sand Grains. [2]Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators: (Applicable to all LRRs, unless otherwise noted.)

- ___ Histosol (A1)
- ___ Histic Epipedon (A2)
- ___ Black Histic (A3)
- ___ Hydrogen Sulfide (A4)
- ___ Stratified Layers (A5) (**LRR F**)
- ___ 1 cm Muck (A9) (**LRR F, G, H**)
- ___ Depleted Below Dark Surface (A11)
- ___ Thick Dark Surface (A12)
- ___ Sandy Mucky Mineral (S1)
- ___ 2.5 cm Mucky Peat or Peat (S2) (**LRR G, H**)
- ___ 5 cm Mucky Peat or Peat (S3) (**LRR F**)
- ___ Sandy Gleyed Matrix (S4)
- ___ Sandy Redox (S5)
- ___ Stripped Matrix (S6)
- ___ Loamy Mucky Mineral (F1)
- ___ Loamy Gleyed Matrix (F2)
- ___ Depleted Matrix (F3)
- ___ Redox Dark Surface (F6)
- ___ Depleted Dark Surface (F7)
- ___ Redox Depressions (F8)
- ___ High Plains Depressions (F16) (**MLRA 72 & 73 of LRR H**)

Indicators for Problematic Hydric Soils[3]:

- ___ 1 cm Muck (A9) (**LRR I, J**)
- ___ Coast Prairie Redox (A16) (**LRR F, G, H**)
- ___ Dark Surface (S7) (**LRR G**)
- ___ High Plains Depressions (F16) (**LRR H outside of MLRA 72 & 73**)
- ___ Reduced Vertic (F18)
- ___ Red Parent Material (TF2)
- ___ Very Shallow Dark Surface (TF12)
- ___ Other (Explain in Remarks)

[3]Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if present):

Type: _____

Depth (inches): _____

Hydric Soil Present? Yes _____ No ✔

Remarks:

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one required; check all that apply)

- ___ Surface Water (A1)
- ___ High Water Table (A2)
- ___ Saturation (A3)
- ___ Water Marks (B1)
- ___ Sediment Deposits (B2)
- ___ Drift Deposits (B3)
- ___ Algal Mat or Crust (B4)
- ___ Iron Deposits (B5)
- ___ Inundation Vis ble on Aerial Imagery (B7)
- ___ Water-Stained Leaves (B9)
- ___ Salt Crust (B11)
- ___ Aquatic Invertebrates (B13)
- ___ Hydrogen Sulfide Odor (C1)
- ___ Dry-Season Water Table (C2)
- ___ Oxidized Rhizospheres on Living Roots (C3) (**where not tilled**)
- ___ Presence of Reduced Iron (C4)
- ___ Thin Muck Surface (C7)
- ___ Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- ___ Surface Soil Cracks (B6)
- ___ Sparsely Vegetated Concave Surface (B8)
- ___ Drainage Patterns (B10)
- ___ Oxidized Rhizospheres on Living Roots (C3) (**where tilled**)
- ___ Crayfish Burrows (C8)
- ___ Saturation Visible on Aerial Imagery (C9)
- ___ Geomorphic Position (D2)
- ___ FAC-Neutral Test (D5)
- ___ Frost-Heave Hummocks (D7) (**LRR F**)

Field Observations:

Surface Water Present? Yes _____ No ✔ Depth (inches): _____

Water Table Present? Yes _____ No ✔ Depth (inches): _____

Saturation Present? (includes capillary fringe) Yes _____ No ✔ Depth (inches): _____

Wetland Hydrology Present? Yes _____ No ✔

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

Datapoint Photograph

DP-01: View of upland scrub-shrub vegetation community. Photo taken on October 15, 2024.

WETLAND DETERMINATION DATA FORM – Great Plains Region

Project/Site: E WilCo Hwy Seg 6 City/County: Williamson County Sampling Date: 2024-10-15

Applicant/Owner: Williamson County State: Texas Sampling Point: DP-02

Investigator(s): P. Van Zandt Section, Township, Range:

Landform (hillslope, terrace, etc.): Upland, Flat Local relief (concave, convex, none): None Slope (%): 1

Subregion (LRR): J 86A Lat: 30.64314575 Long: -97.52222002 Datum: WGS 84

Soil Map Unit Name: BrA - Branyon clay, 0 to 1 percent slopes NWI classification: NA

Are climatic / hydrologic conditions on the site typical for this time of year? Yes ✔ No _____ (If no, explain in Remarks.)

Are Vegetation _____, Soil _____, or Hydrology _____ significantly disturbed? Are "Normal Circumstances" present? Yes ✔ No _____

Are Vegetation _____, Soil _____, or Hydrology _____ naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes _____	No ✔	**Is the Sampled Area within a Wetland?** Yes _____ No ✔
Hydric Soil Present?	Yes _____	No ✔	
Wetland Hydrology Present?	Yes _____	No ✔	

Remarks:

Upland scrub-shrub vegetation community.

VEGETATION – Use scientific names of plants.

Tree Stratum (Plot size: 15 ft r)	Absolute % Cover	Dominant Species?	Indicator Status
1. Arundo donax	96	✔	FAC
2. Celtis laevigata	2		FAC
3. Melia azedarach	2		FACU
4.			
	100	= Total Cover	
Sapling/Shrub Stratum (Plot size: 15 ft r)			
1.			
2.			
3.			
4.			
5.			
	_____	= Total Cover	
Herb Stratum (Plot size: 15 ft r)			
1. Ambrosia trifida	10	✔	FAC
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
	10	= Total Cover	
Woody Vine Stratum (Plot size: 15 ft r)			
1. Toxicodendron radicans	5	✔	FACU
2. Vitis mustangensis	2	✔	UPL
	7	= Total Cover	

% Bare Ground in Herb Stratum 90

Dominance Test worksheet:

Number of Dominant Species That Are OBL, FACW, or FAC (excluding FAC−): 2 (A)

Total Number of Dominant Species Across All Strata: 4 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 50.00 (A/B)

Prevalence Index worksheet:

Total % Cover of:		Multiply by:	
OBL species	0	x 1 =	0
FACW species	0	x 2 =	0
FAC species	108	x 3 =	324
FACU species	7	x 4 =	28
UPL species	2	x 5 =	10
Column Totals:	117 (A)		362 (B)

Prevalence Index = B/A = 3.09

Hydrophytic Vegetation Indicators:

___ 1 - Rapid Test for Hydrophytic Vegetation

___ 2 - Dominance Test is >50%

___ 3 - Prevalence Index is ≤3.0[1]

___ 4 - Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)

___ Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Hydrophytic Vegetation Present? Yes _____ No ✔

Remarks:

SOIL

Sampling Point: DP-02

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (inches)	Matrix Color (moist)	Matrix %	Redox Features Color (moist)	Redox Features %	Type[1]	Loc[2]	Texture	Remarks
0 - 18	10YR 4/2	100					Silty Clay	
-								
-								
-								
-								
-								
-								
-								

[1]Type: C=Concentration, D=Depletion, RM=Reduced Matrix, CS=Covered or Coated Sand Grains. [2]Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators: (Applicable to all LRRs, unless otherwise noted.)

- ___ Histosol (A1)
- ___ Histic Epipedon (A2)
- ___ Black Histic (A3)
- ___ Hydrogen Sulfide (A4)
- ___ Stratified Layers (A5) (**LRR F**)
- ___ 1 cm Muck (A9) (**LRR F, G, H**)
- ___ Depleted Below Dark Surface (A11)
- ___ Thick Dark Surface (A12)
- ___ Sandy Mucky Mineral (S1)
- ___ 2.5 cm Mucky Peat or Peat (S2) (**LRR G, H**)
- ___ 5 cm Mucky Peat or Peat (S3) (**LRR F**)
- ___ Sandy Gleyed Matrix (S4)
- ___ Sandy Redox (S5)
- ___ Stripped Matrix (S6)
- ___ Loamy Mucky Mineral (F1)
- ___ Loamy Gleyed Matrix (F2)
- ___ Depleted Matrix (F3)
- ___ Redox Dark Surface (F6)
- ___ Depleted Dark Surface (F7)
- ___ Redox Depressions (F8)
- ___ High Plains Depressions (F16) (**MLRA 72 & 73 of LRR H**)

Indicators for Problematic Hydric Soils[3]:

- ___ 1 cm Muck (A9) (**LRR I, J**)
- ___ Coast Prairie Redox (A16) (**LRR F, G, H**)
- ___ Dark Surface (S7) (**LRR G**)
- ___ High Plains Depressions (F16) (**LRR H outside of MLRA 72 & 73**)
- ___ Reduced Vertic (F18)
- ___ Red Parent Material (TF2)
- ___ Very Shallow Dark Surface (TF12)
- ___ Other (Explain in Remarks)

[3]Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if present):

Type: _____

Depth (inches): _____

Hydric Soil Present? Yes _____ No ✔

Remarks:

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one required; check all that apply)

- ___ Surface Water (A1)
- ___ High Water Table (A2)
- ___ Saturation (A3)
- ___ Water Marks (B1)
- ___ Sediment Deposits (B2)
- ___ Drift Deposits (B3)
- ___ Algal Mat or Crust (B4)
- ___ Iron Deposits (B5)
- ___ Inundation Vis ble on Aerial Imagery (B7)
- ___ Water-Stained Leaves (B9)
- ___ Salt Crust (B11)
- ___ Aquatic Invertebrates (B13)
- ___ Hydrogen Sulfide Odor (C1)
- ___ Dry-Season Water Table (C2)
- ___ Oxidized Rhizospheres on Living Roots (C3) (**where not tilled**)
- ___ Presence of Reduced Iron (C4)
- ___ Thin Muck Surface (C7)
- ___ Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- ___ Surface Soil Cracks (B6)
- ___ Sparsely Vegetated Concave Surface (B8)
- ___ Drainage Patterns (B10)
- ___ Oxidized Rhizospheres on Living Roots (C3) (**where tilled**)
- ___ Crayfish Burrows (C8)
- ___ Saturation Visible on Aerial Imagery (C9)
- ___ Geomorphic Position (D2)
- ___ FAC-Neutral Test (D5)
- ___ Frost-Heave Hummocks (D7) (**LRR F**)

Field Observations:

Surface Water Present? Yes _____ No ✔ Depth (inches): _____

Water Table Present? Yes _____ No ✔ Depth (inches): _____

Saturation Present? (includes capillary fringe) Yes _____ No ✔ Depth (inches): _____

Wetland Hydrology Present? Yes _____ No ✔

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

Datapoint Photograph

DP-02: View of upland scrub-shrub vegetation community. Photo taken on October 15, 2024.

WETLAND DETERMINATION DATA FORM – Great Plains Region

Project/Site: E WilCo Hwy Seg 6 City/County: Williamson County Sampling Date: 2024-10-15

Applicant/Owner: Williamson County State: Texas Sampling Point: DP-03

Investigator(s): P. Van Zandt Section, Township, Range:

Landform (hillslope, terrace, etc.): Upland, Flat Local relief (concave, convex, none): None Slope (%): 1

Subregion (LRR): J 86A Lat: 30.64347974 Long: -97.52287456 Datum: WGS 84

Soil Map Unit Name: BrA - Branyon clay, 0 to 1 percent slopes NWI classification: NA

Are climatic / hydrologic conditions on the site typical for this time of year? Yes ✔ No _____ (If no, explain in Remarks.)

Are Vegetation _____, Soil _____, or Hydrology _____ significantly disturbed? Are "Normal Circumstances" present? Yes ✔ No _____

Are Vegetation _____, Soil _____, or Hydrology _____ naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes _____	No ✔	**Is the Sampled Area within a Wetland?** Yes _____ No ✔
Hydric Soil Present?	Yes _____	No ✔	
Wetland Hydrology Present?	Yes _____	No ✔	

Remarks:

Upland herbaceous vegetation community.

VEGETATION – Use scientific names of plants.

Tree Stratum (Plot size: 15 ft r)	Absolute % Cover	Dominant Species?	Indicator Status
1.			
2.			
3.			
4.			
	_____ = Total Cover		
Sapling/Shrub Stratum (Plot size: 15 ft r)			
1.			
2.			
3.			
4.			
5.			
	_____ = Total Cover		
Herb Stratum (Plot size: 15 ft r)			
1. Sorghum halepense	60	✔	FACU
2. Ambrosia trifida	20	✔	FAC
3. Zea mays	20	✔	UPL
4.			
5.			
6.			
7.			
8.			
9.			
10.			
	100 = Total Cover		
Woody Vine Stratum (Plot size: 15 ft r)			
1.			
2.			
	_____ = Total Cover		

% Bare Ground in Herb Stratum 0

Dominance Test worksheet:

Number of Dominant Species That Are OBL, FACW, or FAC (excluding FAC−): 1 (A)

Total Number of Dominant Species Across All Strata: 3 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 33.33 (A/B)

Prevalence Index worksheet:

Total % Cover of:		Multiply by:	
OBL species	0	x 1 =	0
FACW species	0	x 2 =	0
FAC species	20	x 3 =	60
FACU species	60	x 4 =	240
UPL species	20	x 5 =	100
Column Totals:	100 (A)		400 (B)

Prevalence Index = B/A = 4.00

Hydrophytic Vegetation Indicators:

___ 1 - Rapid Test for Hydrophytic Vegetation

___ 2 - Dominance Test is >50%

___ 3 - Prevalence Index is ≤3.0[1]

___ 4 - Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)

___ Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Hydrophytic Vegetation Present? Yes _____ No ✔

Remarks:

SOIL

Sampling Point: DP-03

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (inches)	Matrix Color (moist)	Matrix %	Redox Features Color (moist)	Redox Features %	Redox Features Type[1]	Redox Features Loc[2]	Texture	Remarks
0 - 18	10YR 4/2	100					Silty Clay	
-								
-								
-								
-								
-								
-								
-								

[1]Type: C=Concentration, D=Depletion, RM=Reduced Matrix, CS=Covered or Coated Sand Grains. [2]Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators: (Applicable to all LRRs, unless otherwise noted.)

- ___ Histosol (A1)
- ___ Histic Epipedon (A2)
- ___ Black Histic (A3)
- ___ Hydrogen Sulfide (A4)
- ___ Stratified Layers (A5) (**LRR F**)
- ___ 1 cm Muck (A9) (**LRR F, G, H**)
- ___ Depleted Below Dark Surface (A11)
- ___ Thick Dark Surface (A12)
- ___ Sandy Mucky Mineral (S1)
- ___ 2.5 cm Mucky Peat or Peat (S2) (**LRR G, H**)
- ___ 5 cm Mucky Peat or Peat (S3) (**LRR F**)
- ___ Sandy Gleyed Matrix (S4)
- ___ Sandy Redox (S5)
- ___ Stripped Matrix (S6)
- ___ Loamy Mucky Mineral (F1)
- ___ Loamy Gleyed Matrix (F2)
- ___ Depleted Matrix (F3)
- ___ Redox Dark Surface (F6)
- ___ Depleted Dark Surface (F7)
- ___ Redox Depressions (F8)
- ___ High Plains Depressions (F16) (**MLRA 72 & 73 of LRR H**)

Indicators for Problematic Hydric Soils[3]:

- ___ 1 cm Muck (A9) (**LRR I, J**)
- ___ Coast Prairie Redox (A16) (**LRR F, G, H**)
- ___ Dark Surface (S7) (**LRR G**)
- ___ High Plains Depressions (F16) (**LRR H outside of MLRA 72 & 73**)
- ___ Reduced Vertic (F18)
- ___ Red Parent Material (TF2)
- ___ Very Shallow Dark Surface (TF12)
- ___ Other (Explain in Remarks)

[3]Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if present):

Type: _____

Depth (inches): _____

Hydric Soil Present? Yes _____ No ✔

Remarks:

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one required; check all that apply)

- ___ Surface Water (A1)
- ___ High Water Table (A2)
- ___ Saturation (A3)
- ___ Water Marks (B1)
- ___ Sediment Deposits (B2)
- ___ Drift Deposits (B3)
- ___ Algal Mat or Crust (B4)
- ___ Iron Deposits (B5)
- ___ Inundation Vis ble on Aerial Imagery (B7)
- ___ Water-Stained Leaves (B9)
- ___ Salt Crust (B11)
- ___ Aquatic Invertebrates (B13)
- ___ Hydrogen Sulfide Odor (C1)
- ___ Dry-Season Water Table (C2)
- ___ Oxidized Rhizospheres on Living Roots (C3) (**where not tilled**)
- ___ Presence of Reduced Iron (C4)
- ___ Thin Muck Surface (C7)
- ___ Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- ___ Surface Soil Cracks (B6)
- ___ Sparsely Vegetated Concave Surface (B8)
- ___ Drainage Patterns (B10)
- ___ Oxidized Rhizospheres on Living Roots (C3) (**where tilled**)
- ___ Crayfish Burrows (C8)
- ___ Saturation Visible on Aerial Imagery (C9)
- ___ Geomorphic Position (D2)
- ___ FAC-Neutral Test (D5)
- ___ Frost-Heave Hummocks (D7) (**LRR F**)

Field Observations:

Surface Water Present? Yes _____ No ✔ Depth (inches): _____

Water Table Present? Yes _____ No ✔ Depth (inches): _____

Saturation Present? (includes capillary fringe) Yes _____ No ✔ Depth (inches): _____

Wetland Hydrology Present? Yes _____ No ✔

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

Datapoint Photograph

DP-03: View of upland herbaceous (agricultural) vegetation community. Photo taken on October 15, 2024.

WETLAND DETERMINATION DATA FORM – Great Plains Region

Project/Site: E WilCo Hwy Seg 6 City/County: Williamson County Sampling Date: 2024-10-15

Applicant/Owner: Williamson County State: Texas Sampling Point: DP-04

Investigator(s): P. Van Zandt Section, Township, Range:

Landform (hillslope, terrace, etc.): Upland, Flat Local relief (concave, convex, none): None Slope (%): 1

Subregion (LRR): J 86A Lat: 30.6500584 Long: -97.52742161 Datum: WGS 84

Soil Map Unit Name: HoB - Houston Black clay, 1 to 3 percent slopes NWI classification: PEM1C

Are climatic / hydrologic conditions on the site typical for this time of year? Yes ✔ No _____ (If no, explain in Remarks.)

Are Vegetation _____, Soil _____, or Hydrology _____ significantly disturbed? Are "Normal Circumstances" present? Yes ✔ No _____

Are Vegetation _____, Soil _____, or Hydrology _____ naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes ✔	No _____	**Is the Sampled Area within a Wetland?** Yes _____ No ✔
Hydric Soil Present?	Yes _____	No ✔	
Wetland Hydrology Present?	Yes _____	No ✔	

Remarks:

Upland woodland vegetation community.

VEGETATION – Use scientific names of plants.

Tree Stratum (Plot size: 15 ft r)	Absolute % Cover	Dominant Species?	Indicator Status
1. Celtis laevigata	40	✔	FAC
2.			
3.			
4.			
	40 = Total Cover		
Sapling/Shrub Stratum (Plot size: 15 ft r)			
1. Celtis laevigata	20	✔	FAC
2.			
3.			
4.			
5.			
	20 = Total Cover		
Herb Stratum (Plot size: 15 ft r)			
1. Sorghum halepense	40	✔	FACU
2. Ambrosia trifida	20	✔	FAC
3. Xanthium orientale	10		UPL
4.			
5.			
6.			
7.			
8.			
9.			
10.			
	70 = Total Cover		
Woody Vine Stratum (Plot size: 15 ft r)			
1.			
2.			
	_____ = Total Cover		

% Bare Ground in Herb Stratum 30

Dominance Test worksheet:

Number of Dominant Species That Are OBL, FACW, or FAC (excluding FAC−): 3 (A)

Total Number of Dominant Species Across All Strata: 4 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 75.00 (A/B)

Prevalence Index worksheet:

Total % Cover of:		Multiply by:	
OBL species	0	x 1 =	0
FACW species	0	x 2 =	0
FAC species	80	x 3 =	240
FACU species	40	x 4 =	160
UPL species	10	x 5 =	50
Column Totals:	130 (A)		450 (B)

Prevalence Index = B/A = 3.46

Hydrophytic Vegetation Indicators:

___ 1 - Rapid Test for Hydrophytic Vegetation

✔ 2 - Dominance Test is >50%

___ 3 - Prevalence Index is ≤3.0[1]

___ 4 - Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)

___ Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Hydrophytic Vegetation Present? Yes ✔ No _____

Remarks:

SOIL

Sampling Point: DP-04

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (inches)	Matrix Color (moist)	Matrix %	Redox Features Color (moist)	Redox Features %	Type[1]	Loc[2]	Texture	Remarks
0 - 18	10YR 3/2	100					Silty Clay	
-								
-								
-								
-								
-								
-								
-								

[1]Type: C=Concentration, D=Depletion, RM=Reduced Matrix, CS=Covered or Coated Sand Grains. [2]Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators: (Applicable to all LRRs, unless otherwise noted.)

- ___ Histosol (A1)
- ___ Histic Epipedon (A2)
- ___ Black Histic (A3)
- ___ Hydrogen Sulfide (A4)
- ___ Stratified Layers (A5) (**LRR F**)
- ___ 1 cm Muck (A9) (**LRR F, G, H**)
- ___ Depleted Below Dark Surface (A11)
- ___ Thick Dark Surface (A12)
- ___ Sandy Mucky Mineral (S1)
- ___ 2.5 cm Mucky Peat or Peat (S2) (**LRR G, H**)
- ___ 5 cm Mucky Peat or Peat (S3) (**LRR F**)
- ___ Sandy Gleyed Matrix (S4)
- ___ Sandy Redox (S5)
- ___ Stripped Matrix (S6)
- ___ Loamy Mucky Mineral (F1)
- ___ Loamy Gleyed Matrix (F2)
- ___ Depleted Matrix (F3)
- ___ Redox Dark Surface (F6)
- ___ Depleted Dark Surface (F7)
- ___ Redox Depressions (F8)
- ___ High Plains Depressions (F16) (**MLRA 72 & 73 of LRR H**)

Indicators for Problematic Hydric Soils[3]:

- ___ 1 cm Muck (A9) (**LRR I, J**)
- ___ Coast Prairie Redox (A16) (**LRR F, G, H**)
- ___ Dark Surface (S7) (**LRR G**)
- ___ High Plains Depressions (F16) (**LRR H outside of MLRA 72 & 73**)
- ___ Reduced Vertic (F18)
- ___ Red Parent Material (TF2)
- ___ Very Shallow Dark Surface (TF12)
- ___ Other (Explain in Remarks)

[3]Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if present):

Type: _____

Depth (inches): _____

Hydric Soil Present? Yes _____ No ✔

Remarks:

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one required; check all that apply)

- ___ Surface Water (A1)
- ___ High Water Table (A2)
- ___ Saturation (A3)
- ___ Water Marks (B1)
- ___ Sediment Deposits (B2)
- ___ Drift Deposits (B3)
- ___ Algal Mat or Crust (B4)
- ___ Iron Deposits (B5)
- ___ Inundation Vis ble on Aerial Imagery (B7)
- ___ Water-Stained Leaves (B9)
- ___ Salt Crust (B11)
- ___ Aquatic Invertebrates (B13)
- ___ Hydrogen Sulfide Odor (C1)
- ___ Dry-Season Water Table (C2)
- ___ Oxidized Rhizospheres on Living Roots (C3) (**where not tilled**)
- ___ Presence of Reduced Iron (C4)
- ___ Thin Muck Surface (C7)
- ___ Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- ___ Surface Soil Cracks (B6)
- ___ Sparsely Vegetated Concave Surface (B8)
- ___ Drainage Patterns (B10)
- ___ Oxidized Rhizospheres on Living Roots (C3) (**where tilled**)
- ___ Crayfish Burrows (C8)
- ___ Saturation Visible on Aerial Imagery (C9)
- ___ Geomorphic Position (D2)
- ___ FAC-Neutral Test (D5)
- ___ Frost-Heave Hummocks (D7) (**LRR F**)

Field Observations:

Surface Water Present? Yes _____ No ✔ Depth (inches): _____

Water Table Present? Yes _____ No ✔ Depth (inches): _____

Saturation Present? (includes capillary fringe) Yes _____ No ✔ Depth (inches): _____

Wetland Hydrology Present? Yes _____ No ✔

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

Datapoint Photograph

DP-04: View of upland woodland vegetation community. Photo taken on October 15, 2024.

WETLAND DETERMINATION DATA FORM – Great Plains Region

Project/Site: E WilCo Hwy Seg 6 City/County: Williamson County Sampling Date: 2024-10-15

Applicant/Owner: Williamson County State: Texas Sampling Point: DP-05

Investigator(s): P. Van Zandt Section, Township, Range:

Landform (hillslope, terrace, etc.): Upland, Flat Local relief (concave, convex, none): None Slope (%): 1

Subregion (LRR): J 86A Lat: 30.65080095 Long: -97.52685797 Datum: WGS 84

Soil Map Unit Name: HoB - Houston Black clay, 1 to 3 percent slopes NWI classification: PEM1C

Are climatic / hydrologic conditions on the site typical for this time of year? Yes ✔ No _____ (If no, explain in Remarks.)

Are Vegetation _____, Soil _____, or Hydrology _____ significantly disturbed? Are "Normal Circumstances" present? Yes ✔ No _____

Are Vegetation _____, Soil _____, or Hydrology _____ naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes _____	No ✔	**Is the Sampled Area within a Wetland?** Yes _____ No ✔
Hydric Soil Present?	Yes _____	No ✔	
Wetland Hydrology Present?	Yes _____	No ✔	

Remarks:

Upland herbaceous vegetation community.

VEGETATION – Use scientific names of plants.

Tree Stratum (Plot size: 15 ft r)	Absolute % Cover	Dominant Species?	Indicator Status
1.			
2.			
3.			
4.			
	_____ = Total Cover		
Sapling/Shrub Stratum (Plot size: 15 ft r)			
1. Celtis laevigata	20	✔	FAC
2.			
3.			
4.			
5.			
	20 = Total Cover		
Herb Stratum (Plot size: 15 ft r)			
1. Sorghum halepense	40	✔	FACU
2. Ambrosia trifida	20	✔	FAC
3. Xanthium orientale	20	✔	UPL
4.			
5.			
6.			
7.			
8.			
9.			
10.			
	80 = Total Cover		
Woody Vine Stratum (Plot size: 15 ft r)			
1.			
2.			
	_____ = Total Cover		

% Bare Ground in Herb Stratum 20

Dominance Test worksheet:

Number of Dominant Species That Are OBL, FACW, or FAC (excluding FAC−): 2 (A)

Total Number of Dominant Species Across All Strata: 4 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 50.00 (A/B)

Prevalence Index worksheet:

Total % Cover of:		Multiply by:	
OBL species	0	x 1 =	0
FACW species	0	x 2 =	0
FAC species	40	x 3 =	120
FACU species	40	x 4 =	160
UPL species	20	x 5 =	100
Column Totals:	100 (A)		380 (B)

Prevalence Index = B/A = 3.80

Hydrophytic Vegetation Indicators:

___ 1 - Rapid Test for Hydrophytic Vegetation

___ 2 - Dominance Test is >50%

___ 3 - Prevalence Index is ≤3.0[1]

___ 4 - Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)

___ Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Hydrophytic Vegetation Present? Yes _____ No ✔

Remarks:

SOIL

Sampling Point: DP-05

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (inches)	Matrix Color (moist)	Matrix %	Redox Features Color (moist)	Redox Features %	Type[1]	Loc[2]	Texture	Remarks
0 - 18	10YR 3/2	100					Silty Clay	
-								
-								
-								
-								
-								
-								
-								

[1]Type: C=Concentration, D=Depletion, RM=Reduced Matrix, CS=Covered or Coated Sand Grains. [2]Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators: (Applicable to all LRRs, unless otherwise noted.)

- ___ Histosol (A1)
- ___ Histic Epipedon (A2)
- ___ Black Histic (A3)
- ___ Hydrogen Sulfide (A4)
- ___ Stratified Layers (A5) (**LRR F**)
- ___ 1 cm Muck (A9) (**LRR F, G, H**)
- ___ Depleted Below Dark Surface (A11)
- ___ Thick Dark Surface (A12)
- ___ Sandy Mucky Mineral (S1)
- ___ 2.5 cm Mucky Peat or Peat (S2) (**LRR G, H**)
- ___ 5 cm Mucky Peat or Peat (S3) (**LRR F**)
- ___ Sandy Gleyed Matrix (S4)
- ___ Sandy Redox (S5)
- ___ Stripped Matrix (S6)
- ___ Loamy Mucky Mineral (F1)
- ___ Loamy Gleyed Matrix (F2)
- ___ Depleted Matrix (F3)
- ___ Redox Dark Surface (F6)
- ___ Depleted Dark Surface (F7)
- ___ Redox Depressions (F8)
- ___ High Plains Depressions (F16) (**MLRA 72 & 73 of LRR H**)

Indicators for Problematic Hydric Soils[3]:

- ___ 1 cm Muck (A9) (**LRR I, J**)
- ___ Coast Prairie Redox (A16) (**LRR F, G, H**)
- ___ Dark Surface (S7) (**LRR G**)
- ___ High Plains Depressions (F16) (**LRR H outside of MLRA 72 & 73**)
- ___ Reduced Vertic (F18)
- ___ Red Parent Material (TF2)
- ___ Very Shallow Dark Surface (TF12)
- ___ Other (Explain in Remarks)

[3]Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if present):

Type: _____

Depth (inches): _____

Hydric Soil Present? Yes _____ No ✔

Remarks:

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one required; check all that apply)

- ___ Surface Water (A1)
- ___ High Water Table (A2)
- ___ Saturation (A3)
- ___ Water Marks (B1)
- ___ Sediment Deposits (B2)
- ___ Drift Deposits (B3)
- ___ Algal Mat or Crust (B4)
- ___ Iron Deposits (B5)
- ___ Inundation Vis ble on Aerial Imagery (B7)
- ___ Water-Stained Leaves (B9)
- ___ Salt Crust (B11)
- ___ Aquatic Invertebrates (B13)
- ___ Hydrogen Sulfide Odor (C1)
- ___ Dry-Season Water Table (C2)
- ___ Oxidized Rhizospheres on Living Roots (C3) (**where not tilled**)
- ___ Presence of Reduced Iron (C4)
- ___ Thin Muck Surface (C7)
- ___ Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- ___ Surface Soil Cracks (B6)
- ___ Sparsely Vegetated Concave Surface (B8)
- ___ Drainage Patterns (B10)
- ___ Oxidized Rhizospheres on Living Roots (C3) (**where tilled**)
- ___ Crayfish Burrows (C8)
- ___ Saturation Visible on Aerial Imagery (C9)
- ___ Geomorphic Position (D2)
- ___ FAC-Neutral Test (D5)
- ___ Frost-Heave Hummocks (D7) (**LRR F**)

Field Observations:

Surface Water Present? Yes _____ No ✔ Depth (inches): _____

Water Table Present? Yes _____ No ✔ Depth (inches): _____

Saturation Present? (includes capillary fringe) Yes _____ No ✔ Depth (inches): _____

Wetland Hydrology Present? Yes _____ No ✔

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

Datapoint Photograph

DP-05: View of upland herbaceous vegetation community. Photo taken on October 15, 2024.

WETLAND DETERMINATION DATA FORM – Great Plains Region

Project/Site: E WilCo Hwy Seg 6 City/County: Williamson County Sampling Date: 2024-10-18

Applicant/Owner: Williamson County State: Texas Sampling Point: DP-06

Investigator(s): P. Van Zandt Section, Township, Range:

Landform (hillslope, terrace, etc.): Ditch Local relief (concave, convex, none): Concave Slope (%): 2

Subregion (LRR): J 86A Lat: 30.66151223 Long: -97.53184266 Datum: WGS 84

Soil Map Unit Name: HoB - Houston Black clay, 1 to 3 percent slopes NWI classification: PEM1C

Are climatic / hydrologic conditions on the site typical for this time of year? Yes ✔ No _____ (If no, explain in Remarks.)

Are Vegetation _____, Soil _____, or Hydrology _____ significantly disturbed? Are "Normal Circumstances" present? Yes ✔ No _____

Are Vegetation _____, Soil _____, or Hydrology _____ naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes _____	No ✔	**Is the Sampled Area within a Wetland?** Yes _____ No ✔
Hydric Soil Present?	Yes _____	No ✔	
Wetland Hydrology Present?	Yes ✔	No _____	

Remarks:

Sampled within a ditch. Upland herbaceous vegetation community.

VEGETATION – Use scientific names of plants.

Tree Stratum (Plot size: 15 ft r)	Absolute % Cover	Dominant Species?	Indicator Status
1.			
2.			
3.			
4.			
	_____ = Total Cover		
Sapling/Shrub Stratum (Plot size: 15 ft r)			
1. Arundo donax	15	✔	FAC
2.			
3.			
4.			
5.			
	15 = Total Cover		
Herb Stratum (Plot size: 15 ft r)			
1. Cynodon dactylon	80	✔	FACU
2. Sorghum halepense	15		FACU
3. Parthenium hysterophorus	5		FAC
4.			
5.			
6.			
7.			
8.			
9.			
10.			
	100 = Total Cover		
Woody Vine Stratum (Plot size: 15 ft r)			
1.			
2.			
	_____ = Total Cover		

% Bare Ground in Herb Stratum 0

Dominance Test worksheet:

Number of Dominant Species That Are OBL, FACW, or FAC (excluding FAC−): 1 (A)

Total Number of Dominant Species Across All Strata: 2 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 50.00 (A/B)

Prevalence Index worksheet:

Total % Cover of:		Multiply by:	
OBL species	0	x 1 =	0
FACW species	0	x 2 =	0
FAC species	20	x 3 =	60
FACU species	95	x 4 =	380
UPL species	0	x 5 =	0
Column Totals:	115 (A)		440 (B)

Prevalence Index = B/A = 3.82

Hydrophytic Vegetation Indicators:

___ 1 - Rapid Test for Hydrophytic Vegetation

___ 2 - Dominance Test is >50%

___ 3 - Prevalence Index is ≤3.0[1]

___ 4 - Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)

___ Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Hydrophytic Vegetation Present? Yes _____ No ✔

Remarks:

SOIL

Sampling Point: DP-06

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (inches)	Matrix Color (moist)	Matrix %	Redox Features Color (moist)	Redox Features %	Type[1]	Loc[2]	Texture	Remarks
0 - 16	10YR 4/2	100					Silty Clay	
-								
-								
-								
-								
-								
-								
-								

[1]Type: C=Concentration, D=Depletion, RM=Reduced Matrix, CS=Covered or Coated Sand Grains. [2]Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators: (Applicable to all LRRs, unless otherwise noted.)

- ___ Histosol (A1)
- ___ Histic Epipedon (A2)
- ___ Black Histic (A3)
- ___ Hydrogen Sulfide (A4)
- ___ Stratified Layers (A5) (**LRR F**)
- ___ 1 cm Muck (A9) (**LRR F, G, H**)
- ___ Depleted Below Dark Surface (A11)
- ___ Thick Dark Surface (A12)
- ___ Sandy Mucky Mineral (S1)
- ___ 2.5 cm Mucky Peat or Peat (S2) (**LRR G, H**)
- ___ 5 cm Mucky Peat or Peat (S3) (**LRR F**)
- ___ Sandy Gleyed Matrix (S4)
- ___ Sandy Redox (S5)
- ___ Stripped Matrix (S6)
- ___ Loamy Mucky Mineral (F1)
- ___ Loamy Gleyed Matrix (F2)
- ___ Depleted Matrix (F3)
- ___ Redox Dark Surface (F6)
- ___ Depleted Dark Surface (F7)
- ___ Redox Depressions (F8)
- ___ High Plains Depressions (F16) (**MLRA 72 & 73 of LRR H**)

Indicators for Problematic Hydric Soils[3]:

- ___ 1 cm Muck (A9) (**LRR I, J**)
- ___ Coast Prairie Redox (A16) (**LRR F, G, H**)
- ___ Dark Surface (S7) (**LRR G**)
- ___ High Plains Depressions (F16) (**LRR H outside of MLRA 72 & 73**)
- ___ Reduced Vertic (F18)
- ___ Red Parent Material (TF2)
- ___ Very Shallow Dark Surface (TF12)
- ___ Other (Explain in Remarks)

[3]Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if present):

Type: _____

Depth (inches): _____

Hydric Soil Present? **Yes** _____ **No** ✔

Remarks:

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one required; check all that apply)

- ___ Surface Water (A1)
- ___ High Water Table (A2)
- ___ Saturation (A3)
- ___ Water Marks (B1)
- ___ Sediment Deposits (B2)
- ___ Drift Deposits (B3)
- ___ Algal Mat or Crust (B4)
- ___ Iron Deposits (B5)
- ___ Inundation Vis ble on Aerial Imagery (B7)
- ___ Water-Stained Leaves (B9)
- ___ Salt Crust (B11)
- ___ Aquatic Invertebrates (B13)
- ___ Hydrogen Sulfide Odor (C1)
- ___ Dry-Season Water Table (C2)
- ___ Oxidized Rhizospheres on Living Roots (C3) (**where not tilled**)
- ___ Presence of Reduced Iron (C4)
- ___ Thin Muck Surface (C7)
- ___ Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- ✔ Surface Soil Cracks (B6)
- ___ Sparsely Vegetated Concave Surface (B8)
- ✔ Drainage Patterns (B10)
- ___ Oxidized Rhizospheres on Living Roots (C3) (**where tilled**)
- ___ Crayfish Burrows (C8)
- ___ Saturation Visible on Aerial Imagery (C9)
- ✔ Geomorphic Position (D2)
- ___ FAC-Neutral Test (D5)
- ___ Frost-Heave Hummocks (D7) (**LRR F**)

Field Observations:

Surface Water Present? Yes _____ No ✔ Depth (inches): _____

Water Table Present? Yes _____ No ✔ Depth (inches): _____

Saturation Present? (includes capillary fringe) Yes _____ No ✔ Depth (inches): _____

Wetland Hydrology Present? **Yes** ✔ **No** _____

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

Datapoint Photograph

DP-06: View of upland herbaceous (agricultural) vegetation community. Photo taken on October 18, 2024.

WETLAND DETERMINATION DATA FORM – Great Plains Region

Project/Site: E WilCo Hwy Seg 6 City/County: Williamson County Sampling Date: 2024-10-18

Applicant/Owner: Williamson County State: Texas Sampling Point: DP-07

Investigator(s): P. Van Zandt Section, Township, Range:

Landform (hillslope, terrace, etc.): Upland, Flat Local relief (concave, convex, none): None Slope (%): 1

Subregion (LRR): J 86A Lat: 30.67000001 Long: -97.5362585 Datum: WGS 84

Soil Map Unit Name: HoB - Houston Black clay, 1 to 3 percent slopes NWI classification: N/A

Are climatic / hydrologic conditions on the site typical for this time of year? Yes ✔ No _____ (If no, explain in Remarks.)

Are Vegetation _____, Soil _____, or Hydrology _____ significantly disturbed? Are "Normal Circumstances" present? Yes ✔ No _____

Are Vegetation _____, Soil _____, or Hydrology _____ naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes _____	No ✔	**Is the Sampled Area within a Wetland?** Yes _____ No ✔
Hydric Soil Present?	Yes _____	No ✔	
Wetland Hydrology Present?	Yes _____	No ✔	

Remarks:

Upland herbaceous vegetation community.

VEGETATION – Use scientific names of plants.

Tree Stratum (Plot size: 15 ft r)	Absolute % Cover	Dominant Species?	Indicator Status
1.			
2.			
3.			
4.			
	= Total Cover		
Sapling/Shrub Stratum (Plot size: 15 ft r)			
1.			
2.			
3.			
4.			
5.			
	= Total Cover		
Herb Stratum (Plot size: 15 ft r)			
1. Cynodon dactylon	60	✔	FACU
2. Bothriochloa ischaemum	40	✔	UPL
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
	100 = Total Cover		
Woody Vine Stratum (Plot size: 15 ft r)			
1.			
2.			
	= Total Cover		

% Bare Ground in Herb Stratum 0

Dominance Test worksheet:

Number of Dominant Species That Are OBL, FACW, or FAC (excluding FAC−): 0 (A)

Total Number of Dominant Species Across All Strata: 2 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 0.00 (A/B)

Prevalence Index worksheet:

Total % Cover of:		Multiply by:	
OBL species	0	x 1 =	0
FACW species	0	x 2 =	0
FAC species	0	x 3 =	0
FACU species	60	x 4 =	240
UPL species	40	x 5 =	200
Column Totals:	100 (A)		440 (B)

Prevalence Index = B/A = 4.40

Hydrophytic Vegetation Indicators:

___ 1 - Rapid Test for Hydrophytic Vegetation

___ 2 - Dominance Test is >50%

___ 3 - Prevalence Index is ≤3.0[1]

___ 4 - Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)

___ Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Hydrophytic Vegetation Present? Yes _____ No ✔

Remarks:

SOIL

Sampling Point: DP-07

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (inches)	Matrix Color (moist)	Matrix %	Redox Features Color (moist)	Redox Features %	Redox Features Type[1]	Redox Features Loc[2]	Texture	Remarks
0 - 16	10YR 4/2	100					Silty Clay	
-								
-								
-								
-								
-								
-								
-								

[1]Type: C=Concentration, D=Depletion, RM=Reduced Matrix, CS=Covered or Coated Sand Grains. [2]Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators: (Applicable to all LRRs, unless otherwise noted.)

- ___ Histosol (A1)
- ___ Histic Epipedon (A2)
- ___ Black Histic (A3)
- ___ Hydrogen Sulfide (A4)
- ___ Stratified Layers (A5) (**LRR F**)
- ___ 1 cm Muck (A9) (**LRR F, G, H**)
- ___ Depleted Below Dark Surface (A11)
- ___ Thick Dark Surface (A12)
- ___ Sandy Mucky Mineral (S1)
- ___ 2.5 cm Mucky Peat or Peat (S2) (**LRR G, H**)
- ___ 5 cm Mucky Peat or Peat (S3) (**LRR F**)
- ___ Sandy Gleyed Matrix (S4)
- ___ Sandy Redox (S5)
- ___ Stripped Matrix (S6)
- ___ Loamy Mucky Mineral (F1)
- ___ Loamy Gleyed Matrix (F2)
- ___ Depleted Matrix (F3)
- ___ Redox Dark Surface (F6)
- ___ Depleted Dark Surface (F7)
- ___ Redox Depressions (F8)
- ___ High Plains Depressions (F16) (**MLRA 72 & 73 of LRR H**)

Indicators for Problematic Hydric Soils[3]:

- ___ 1 cm Muck (A9) (**LRR I, J**)
- ___ Coast Prairie Redox (A16) (**LRR F, G, H**)
- ___ Dark Surface (S7) (**LRR G**)
- ___ High Plains Depressions (F16) (**LRR H outside of MLRA 72 & 73**)
- ___ Reduced Vertic (F18)
- ___ Red Parent Material (TF2)
- ___ Very Shallow Dark Surface (TF12)
- ___ Other (Explain in Remarks)

[3]Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if present):

Type: _____

Depth (inches): _____

Hydric Soil Present? Yes _____ No ✔

Remarks:

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one required; check all that apply)

- ___ Surface Water (A1)
- ___ High Water Table (A2)
- ___ Saturation (A3)
- ___ Water Marks (B1)
- ___ Sediment Deposits (B2)
- ___ Drift Deposits (B3)
- ___ Algal Mat or Crust (B4)
- ___ Iron Deposits (B5)
- ___ Inundation Vis ble on Aerial Imagery (B7)
- ___ Water-Stained Leaves (B9)
- ___ Salt Crust (B11)
- ___ Aquatic Invertebrates (B13)
- ___ Hydrogen Sulfide Odor (C1)
- ___ Dry-Season Water Table (C2)
- ___ Oxidized Rhizospheres on Living Roots (C3) (**where not tilled**)
- ___ Presence of Reduced Iron (C4)
- ___ Thin Muck Surface (C7)
- ___ Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- ___ Surface Soil Cracks (B6)
- ___ Sparsely Vegetated Concave Surface (B8)
- ___ Drainage Patterns (B10)
- ___ Oxidized Rhizospheres on Living Roots (C3) (**where tilled**)
- ___ Crayfish Burrows (C8)
- ___ Saturation Visible on Aerial Imagery (C9)
- ___ Geomorphic Position (D2)
- ___ FAC-Neutral Test (D5)
- ___ Frost-Heave Hummocks (D7) (**LRR F**)

Field Observations:

Surface Water Present? Yes _____ No ✔ Depth (inches): _____

Water Table Present? Yes _____ No ✔ Depth (inches): _____

Saturation Present? (includes capillary fringe) Yes _____ No ✔ Depth (inches): _____

Wetland Hydrology Present? Yes _____ No ✔

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

Datapoint Photograph

DP-07: View of upland herbaceous (agricultural) vegetation community. Photo taken on October 18, 2024.

WETLAND DETERMINATION DATA FORM – Great Plains Region

Project/Site: E WilCo Hwy Seg 6 City/County: Williamson County Sampling Date: 2024-10-18

Applicant/Owner: Williamson County State: Texas Sampling Point: DP-08

Investigator(s): P. Van Zandt Section, Township, Range:

Landform (hillslope, terrace, etc.): Upland, Flat Local relief (concave, convex, none): None Slope (%): 1

Subregion (LRR): J 86A Lat: 30.696893 Long: -97.541356 Datum: WGS 84

Soil Map Unit Name: EyD - Eddy very gravelly clay loam, 3 to 8 percent slopes NWI classification: N/A

Are climatic / hydrologic conditions on the site typical for this time of year? Yes ✔ No _____ (If no, explain in Remarks.)

Are Vegetation _____, Soil _____, or Hydrology _____ significantly disturbed? Are "Normal Circumstances" present? Yes ✔ No _____

Are Vegetation _____, Soil _____, or Hydrology _____ naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes _____	No ✔	**Is the Sampled Area within a Wetland?** Yes _____ No ✔
Hydric Soil Present?	Yes _____	No ✔	
Wetland Hydrology Present?	Yes _____	No ✔	

Remarks:

Upland herbaceous vegetation community.

VEGETATION – Use scientific names of plants.

Tree Stratum (Plot size: 15 ft r)	Absolute % Cover	Dominant Species?	Indicator Status
1.			
2.			
3.			
4.			
	= Total Cover		
Sapling/Shrub Stratum (Plot size: 15 ft r)			
1.			
2.			
3.			
4.			
5.			
	= Total Cover		
Herb Stratum (Plot size: 15 ft r)			
1. Cynodon dactylon	60	✔	FACU
2. Bothriochloa ischaemum	40	✔	UPL
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
	100 = Total Cover		
Woody Vine Stratum (Plot size: 15 ft r)			
1.			
2.			
	= Total Cover		

% Bare Ground in Herb Stratum 0

Dominance Test worksheet:

Number of Dominant Species That Are OBL, FACW, or FAC (excluding FAC−): 0 (A)

Total Number of Dominant Species Across All Strata: 2 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 0.00 (A/B)

Prevalence Index worksheet:

Total % Cover of:		Multiply by:	
OBL species	0	x 1 =	0
FACW species	0	x 2 =	0
FAC species	0	x 3 =	0
FACU species	60	x 4 =	240
UPL species	40	x 5 =	200
Column Totals:	100 (A)		440 (B)

Prevalence Index = B/A = 4.40

Hydrophytic Vegetation Indicators:

___ 1 - Rapid Test for Hydrophytic Vegetation

___ 2 - Dominance Test is >50%

___ 3 - Prevalence Index is ≤3.0[1]

___ 4 - Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)

___ Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Hydrophytic Vegetation Present? Yes _____ No ✔

Remarks:

SOIL

Sampling Point: DP-08

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (inches)	Matrix Color (moist)	Matrix %	Redox Features Color (moist)	Redox Features %	Redox Features Type[1]	Redox Features Loc[2]	Texture	Remarks
0 - 16	10YR 4/2	100					Silty Clay	
-								
-								
-								
-								
-								
-								
-								

[1]Type: C=Concentration, D=Depletion, RM=Reduced Matrix, CS=Covered or Coated Sand Grains. [2]Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators: (Applicable to all LRRs, unless otherwise noted.)

- ___ Histosol (A1)
- ___ Histic Epipedon (A2)
- ___ Black Histic (A3)
- ___ Hydrogen Sulfide (A4)
- ___ Stratified Layers (A5) (**LRR F**)
- ___ 1 cm Muck (A9) (**LRR F, G, H**)
- ___ Depleted Below Dark Surface (A11)
- ___ Thick Dark Surface (A12)
- ___ Sandy Mucky Mineral (S1)
- ___ 2.5 cm Mucky Peat or Peat (S2) (**LRR G, H**)
- ___ 5 cm Mucky Peat or Peat (S3) (**LRR F**)
- ___ Sandy Gleyed Matrix (S4)
- ___ Sandy Redox (S5)
- ___ Stripped Matrix (S6)
- ___ Loamy Mucky Mineral (F1)
- ___ Loamy Gleyed Matrix (F2)
- ___ Depleted Matrix (F3)
- ___ Redox Dark Surface (F6)
- ___ Depleted Dark Surface (F7)
- ___ Redox Depressions (F8)
- ___ High Plains Depressions (F16) (**MLRA 72 & 73 of LRR H**)

Indicators for Problematic Hydric Soils[3]:

- ___ 1 cm Muck (A9) (**LRR I, J**)
- ___ Coast Prairie Redox (A16) (**LRR F, G, H**)
- ___ Dark Surface (S7) (**LRR G**)
- ___ High Plains Depressions (F16) (**LRR H outside of MLRA 72 & 73**)
- ___ Reduced Vertic (F18)
- ___ Red Parent Material (TF2)
- ___ Very Shallow Dark Surface (TF12)
- ___ Other (Explain in Remarks)

[3]Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if present):

Type: _____

Depth (inches): _____

Hydric Soil Present? Yes _____ No ✔

Remarks:

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one required; check all that apply)

- ___ Surface Water (A1)
- ___ High Water Table (A2)
- ___ Saturation (A3)
- ___ Water Marks (B1)
- ___ Sediment Deposits (B2)
- ___ Drift Deposits (B3)
- ___ Algal Mat or Crust (B4)
- ___ Iron Deposits (B5)
- ___ Inundation Vis ble on Aerial Imagery (B7)
- ___ Water-Stained Leaves (B9)
- ___ Salt Crust (B11)
- ___ Aquatic Invertebrates (B13)
- ___ Hydrogen Sulfide Odor (C1)
- ___ Dry-Season Water Table (C2)
- ___ Oxidized Rhizospheres on Living Roots (C3) (**where not tilled**)
- ___ Presence of Reduced Iron (C4)
- ___ Thin Muck Surface (C7)
- ___ Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- ___ Surface Soil Cracks (B6)
- ___ Sparsely Vegetated Concave Surface (B8)
- ___ Drainage Patterns (B10)
- ___ Oxidized Rhizospheres on Living Roots (C3) (**where tilled**)
- ___ Crayfish Burrows (C8)
- ___ Saturation Visible on Aerial Imagery (C9)
- ___ Geomorphic Position (D2)
- ___ FAC-Neutral Test (D5)
- ___ Frost-Heave Hummocks (D7) (**LRR F**)

Field Observations:

Surface Water Present? Yes _____ No ✔ Depth (inches): _____

Water Table Present? Yes _____ No ✔ Depth (inches): _____

Saturation Present? (includes capillary fringe) Yes _____ No ✔ Depth (inches): _____

Wetland Hydrology Present? Yes _____ No ✔

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

Datapoint Photograph

DP-08: View of upland herbaceous (agricultural) vegetation community. Photo taken on October 18, 2024.

Appendix D: Representative Photographs

Photograph 1 (PP01): View of study area from the southern project limits approximately 0.2-mile north of SH 29, facing north.

Photograph 2 (PP02): Representative view of agricultural land use near in the southern portion of the project area, facing north.

Photograph 3 (PP03): View of ephemeral stream (W-1A), facing upstream and east.

Photograph 4 (PP04): View of erosional feature into W-1A, facing northwest.

Photograph 5 (PP05): View of ephemeral stream (W-1A), facing upstream and east.

Photograph 6 (PP06): View of ephemeral stream (W-1A), facing upstream and northeast.

Photograph 7 (PP07): View of ephemeral stream (W-1A), facing upstream and north.

Photograph 8 (PP08): View of erosional wash between agricultural fields, facing upstream and west.

Photograph 9 (PP09): View of ephemeral stream (W-1C) from CR 127, facing downstream and southeast.

Photograph 10 (PP10): View of drainage ditch on upstream side of CR 127 and W-1C, facing upstream and north.

Photograph 11 (PP11): View of open water pond (W-2), facing northeast.

Photograph 12 (PP12): View of intermittent stream (W-3), facing downstream and east.

Photograph 13 (PP13): View of vegetated swale (W-4), facing downstream and southwest.

U.S. Army Corps of Engineers (USACE)

REQUEST FOR JURISDICTIONAL DETERMINATION (JD)

For use of this form, see Sec 404 CWA, Sec 10 RHA, Sec 103 MPRSA; the proponent agency is CECW-COR.

Form Approved - OMB No. 0710-0024
Expires 2027-09-30

DATA REQUIRED BY THE PRIVACY ACT OF 1974

Authority Rivers and Harbors Act, Section 10, 33 USC 403; Clean Water Act, Section 404, 33 USC 1344; Marine Protection, Research, and Sanctuaries Act, Section 103, 33 USC 1413; Regulatory Programs of the Corps of Engineers; Final Rule 33 CFR 320-332.

Principal Purpose The information that you provide will be used in evaluating your request to determine whether there are any aquatic resources within the review area that are or that may be subject to federal jurisdiction under the regulatory authorities referenced above.

Routine Uses This information may be shared with the Department of Justice and other federal, state, and local government agencies, and the public, and may be made available as part of a public notice or FOIA request as required by federal law. Your name and property location where federal jurisdiction is to be determined will be included in any approved jurisdictional determination (AJD), which will be made available to the public on the District's website and on the Headquarters USACE website.

Disclosure Submission of requested information is voluntary, however, if the information is not provided there may be some delay in processing your request. Failure to provide this information will not result in an adverse action.
System of Record Notice (SORN): The information received is entered into our permit tracking database and a SORN has been completed (SORN #A1145b) and may be accessed at the following website: **http://dpcld.defense.gov/Privacy/SORNsIndex/DOD-wide-SORN-Article-View/Article/570115/a1145b-ce.aspx**

The Agency Disclosure Notice (ADN)

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1. To (*District Name*): Fort Worth District

2. I am requesting a JD on property located at (*Street Address*): _____

City/Township/Parish: Georgetown County: Williamson County State: TX

Acres of Parcel/Review Area for JD: 91.454598

Section: Township: Range:

Latitude (*decimal degrees*): 30.650617 ° Longitude (*decimal degrees*): -97.5268605 °

(*For linear projects, please include the center point of the proposed alignment.*)

3. Please attach a survey/plat map and vicinity map identifying location and review area for the JD.

4. I currently own this property. I plan to purchase this property.

I am an agent/consultant acting on behalf of the requester.

Other (provide explanation):

I am an agent/consultant acting on behalf of the applicant.

DRAFT

5. Reason for request: (*check as many as applicable*)

- ☐ I intend to construct/develop a project or perform activities on this parcel which would be designed to avoid all aquatic resources.
- ☐ I intend to construct/develop a project or perform activities on this parcel which would be designed to avoid all jurisdictional aquatic resources under USACE authority.
- ☐ I intend to construct/develop a project or perform activities on this parcel which may require authorization from the USACE, and the JD would be used to avoid and minimize impacts to jurisdictional aquatic resources and as an initial step in a future permitting process.
- ☐ I intend to construct/develop a project or perform activities on this parcel which may require authorization from the USACE; this request is accompanied by my permit application and the JD is to be used in the permitting process.
- ☐ I intend to construct/develop a project or perform activities in a navigable water of the U.S. which is included on the district Section 10 list and/or is subject to the ebb and flow of the tide.
- ☐ A USACE JD is required in order to obtain my local/state authorization.
- ☑ I intend to contest jurisdiction over a particular aquatic resource and request the USACE confirm that jurisdiction does/does not exist over the aquatic resource on the parcel.
- ☐ I believe that the site may be comprised entirely of dry land.
- ☐ Other

6. Type of determination being requested:

- ☑ I am requesting an approved JD.
- ☐ I am requesting a preliminary JD.
- ☐ I am requesting a "no permit required" letter as I believe my proposed activity is not regulated.
- ☐ I am unclear as to which JD I would like to request and require additional information to inform my decision.

7. Typed or Printed Name: Peter Van Zandt Email: pvanzandt@halff.com

Business: (737) 270-8711

Company Name: Halff

Address: 13620 Briarwick Dr, Austin, TX 78729

By signing below, you are indicating that you have the authority, or are acting as the duly authorized agent of a person or entity with such authority, to and do hereby grant Corps personnel right of entry to legally access the site if needed to perform the JD. Your signature shall be an affirmation that you possess the requisite property rights to request a JD on the subject property.

Signature: Peter Van Zandt Date: 10/14/2025

Draft

U.S. Army Corps of Engineers (USACE)

DELINEATION REPORT AND JURISDICTIONAL DETERMINATION
PROJECT INFORMATION SHEET

1. APPLICATION NO.	2. FIELD OFFICE CODE	3. DATE RECEIVED
6391		

APPLICANT AND AGENT INFROMATION

4. APPLICANT'S NAME	7. AGENT'S NAME
County Judge Steven Snell	Peter Van Zandt
Company – Williamson County	Company – Halff
E-mail Address – ctyjudge@wilco.org	E-mail Address – pvanzandt@halff.com
5. APPLICANT'S ADDRESS	8. AGENT'S ADDRESS
Address – 710 South Main Street, Suite 101	Address – 13620 Briarwick Drive
City – Georgetown State – TX Zip – 78626 Country – US	City – AUSTIN State – TX Zip – 78729 Country – US
6. APPLICANT'S PHONE NOs. w/AREA CODE	9. AGENTS PHONE NOs. w/AREA CODE
a. Business b. c. Fax	a. Mobile b. c. Fax
(512) 943-1550	(737) 270-8711

NAME, LOCATION, AND DESCRIPTION OF PROJECT SITE

10. PROJECT NAME OR TITLE

East WilCo Highway Segment 6

11. FILE NUMBER(S) OF PREVIOUS DETERMINATIONS ISSUED ON THE SITE

S,W,F,-,2,0,2,4,-,0,0,5,2,1

12. PROJECT COORDINATES (in decimal degrees)	13. PROJECT STREET ADDRESS (if applicable)
Latitude: ◦N 30.650617 Longitude: ◦W -97.5268605	Address –
	City – Georgetown State – TX Zip – 78626

14. OTHER LOCATION DESCRIPTIONS

Tax Parcel ID(s) –

Acreage of Parcel/Review Area – 91.454598

Section – Township – Range –

County – Williamson County

15. DIRECTIONS TO THE PROJECT SITE

16. REASON FOR REQUEST

17. TYPE OF REQUEST:

Draft

I am requesting an approved Jurisdictional Determination

I am requesting a preliminary Jurisdictional Determination

I am unclear as to which Jurisdictional Determination and I would like to request and require additional information to inform my decision

I am requesting a verification of an aquatic resources delineation but I am not requesting a JD

Draft

REDACTED

Appendix A1. Property Owners

First Name	*Middle Name*	*Last Name*	*Address1*	*Address2*	*City*	*State*	*Zip Code*
[redacted]							

Draft

Appendix B. Aquatic Resource Inventory:

Aquatic Resource Name	*State*	*Cowardin System*	*Cowardin Class*	*HGM Class*	*Local Waterway Name*	*Measurement Type*	*Measurement Amount*	*Measurement Units*	*Waters Type*	*Latitude*	*Longitude*
W-2	TEXAS	PALUSTRINE	POW-PALUSTRINE, OPEN WATER	DEPRESS	Open Water Pond	Area	0.45	ACRE	NON-JD - PREAMBLE - ART.LAKE.POND	30.669898	-97.535858
W-1	TEXAS	PALUSTRINE	PEM-PALUSTRINE, EMERGENT	RIVERINE	Ephemeral Stream	Area	0.18	ACRE	NON-WOTUS-TRIB.NEGATIVE-A5	30.650657	-97.527088
W-5	TEXAS	PALUSTRINE	POW-PALUSTRINE, OPEN WATER	DEPRESS	Open Water Pond	Area	0.08	ACRE	NON-JD - PREAMBLE - ART.LAKE.POND	30.691967	-97.538575
W-4	TEXAS	RIVERINE	R4-RIVERINE, INTERMIT	RIVERINE	Vegetated Swale	Area	0.18	ACRE	NON-WOTUS-TRIB.NEGATIVE-A5	30.676071	-97.536569
W-3	TEXAS	RIVERINE	R4-RIVERINE, INTERMIT	RIVERINE	Intermittent Stream	Area	0.07	ACRE	A5.TRIB-404	30.670377	-97.535735

Draft

Appendix H. Supporting Information:

Document Type	*Document Created Date (YYYY-MM-DD)*	*Document Label*	*Information Source/Citation*	*Uploaded file name*
Other Information	2025-07-07	E WilCo Hwy Seg 6__WOTUS Delineation Report	Halff_USACE	E WilCo Hwy Seg 6__WOTUS Delineation Report.pdf

Draft

Aquatic Resources Delineation Report

East WilCo Highway Segment 6

Williamson County, Texas

Prepared for

Williamson County

100 Wilco Way, Suite P101
Georgetown, Texas 78626

Prepared by

Halff

13620 Briarwick Drive
Building C Suite 100
Austin, Texas 78729

AVO 56571.001
July 2025

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Executive Summary

Williamson County retained Halff to perform a delineation of aquatic resources (e.g., wetlands, streams, ponds) and jurisdictional assessment pursuant to Section 404 of the Clean Water Act (Section 404) as part of the East WilCo Highway Segment 6 project in Williamson County, Texas. Halff conducted the delineation of aquatic features on October 15 and 18, 2024 and identified a total of five aquatic features within the project area: one ephemeral stream (W-1), one intermittent stream (W-3), two open water ponds (W-2 and W-5), and one vegetated swale (W-4).

Review of aerial imagery, topographic maps, NWI/NHD data, and conditions observed within the project area during the field investigation suggest that W-3 flows intermittently within the project area and at the stream reach scale. This feature exhibits a direct surface water connection to the San Gabriel River and ultimately to the Gulf of Mexico, a traditional navigable water (TNW) according to the United States Army Corps of Engineers (USACE).

W-1 is an ephemeral stream that was observed to be dry at the time of the field investigation and only to flow in direct response to rain events for conveyance of agricultural runoff and roadside drainage from County Road (CR) 127. In addition, a desktop streamflow duration assessment was performed at the reach scale to establish the ephemeral flow regime to the extent possible using available desktop tools and online resources. Based on 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 USACE guidance and Section 404 regulations, this feature would not likely be considered to be a relatively permanent water (RPW) or jurisdictional WOTUS.

W-2 and W-5 are open water ponds located near the center of the project area on the south side of W-3 and approximately 0.26-mile north of Farm-to-Market 971, respectively. These features are considered to be artificial ponds constructed in upland pasture for agricultural use and are generally exempt from USACE jurisdiction under Section 404.

W-4 is a vegetated swale located in the northern-central portion of the project area. At the reach scale, the majority (>50%) of the stream reach of this feature appears to be completely vegetated without defined bed and bank material and appears to lack a continuous OHWM. Under general circumstances, this feature would not meet the definition of a stream that carries relatively permanent flow and the USACE would not likely assert jurisdiction under Section 404.

Under current USACE guidance and Section 404 regulations, it is Halff's professional opinion that W-3 meets the regulatory definition of an RPW to a TNW; therefore, this feature would likely be regulated under Section 404 by USACE.

Demonstrations of jurisdiction herein are based on a preliminary jurisdictional assessment conducted by Halff for consideration by the USACE and are provided as an information tool for the permittee. Changes to current effective rules and/or regulatory practices may result in changes to Halff's jurisdictional opinion. The actual designation will rest with the USACE Fort Worth District and the Environmental Protection Agency (EPA), the agencies with regulatory authority for jurisdictional determinations of aquatic features within the project area.

1.0 PROJECT DESCRIPTION

The proposed East WilCo Highway Segment 6 project includes constructing a new 2-lane road with 2-12' lanes and 10' shoulders that will serve as a future frontage road of the East Wilco Highway corridor. The project limits are from 1000 feet north of State Highway (SH) 29 to CR 327, an approximate length of 4.5 miles. **Figure 1** and **Figure 2** depict the general project area location in relation to the Georgetown area and local road network, respectively.

2.0 METHODS

This document meets wetland delineation guidelines published by the USACE and serves as supporting documentation for an analysis of potential permitting requirements under Section 404 of the Clean Water Act. Halff reviewed the following supporting documents prior to conducting field investigations:

- U.S. Department of Agriculture (USDA) Land Resource Region (LRR) and Major Land Resource Area (MLRA) data
- U.S. Geological Survey (USGS) quadrangle maps
- Aerial imagery
- U.S. Fish and Wildlife Service (USFWS) National Wetland Inventory (NWI) data
- USGS National Hydrography Dataset (NHD) information
- USDA Natural Resource Conservation Service (NRCS) soil survey data
- Federal Emergency Management Agency (FEMA) National Flood Hazard Layer (NFHL) data
- Light Detection and Ranging (LiDAR) digital elevation data.

Halff conducted a field investigation within the project area on October 15 and 18, 2024, to determine the extent of aquatic features with the potential to be regulated as jurisdictional WOTUS. Aquatic feature limits were assessed using the presence of an OHWM for open water features or the presence of USACE-defined wetland indicators, where applicable. Limits of aquatic features were measured during the field investigations using a Bad Elf GNSS Flex Global Positioning System (GPS) receiver capable of sub-meter accuracy, based on the World Geodetic System (WGS) 1984 Web Mercator Projection. Survey data were then converted and analyzed using ArcGIS Geographic Information System (GIS) software. Survey data and figures were projected to State Plane Central Texas Zone 4204 North American Datum (NAD 1983), with latitude and longitude coordinates reported in Global Coordinate System NAD 1983.

Trained Halff wetland scientists collected data points for unique vegetation communities encountered within the project area. Data collection was consistent with the USACE guidelines for wetland delineations prescribed in the "1987 Corps of Engineers Wetlands Delineation Manual" and the "Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Great Plains Region (Version 2.0)." **Figure 3.0** depicts the location of wetland data points and all mapped aquatic resources found within the project area.

3.0 RESULTS

Supporting information for this report includes a USDA MLRA/LRR map, historical and recent USGS topographic maps, historical and recent aerial imagery, an NWI and NHD map, a USDA soil survey map, a floodplain map, and a LiDAR map, all of which are located in **Appendix A**. A discussion of these maps is provided in **Section 3.1**. Results of the field investigations are provided in **Section 3.2**.

3.1 Supporting Information

3.1.1 Ecological Setting Information

USDA MLRA/LRR data were reviewed to determine which location-dependent soil and hydrology indicators are applicable. MLRAs are geographically associated land resource units that aid in agricultural planning by utilizing physiography, geology, climate, water, soils, biological resources, and land use data unique to each region. LRRs are geographically associated MLRAs which approximate broad agricultural market regions.

As depicted in **Appendix A**, **Figure A-1**, The project area is located within the Southwestern Prairies Cotton and Forage Land Resource Region (LRR J) of the Great Plains and is more specifically located in MLRA 86A (Texas Blackland Prairie, Northern Part). This area is characterized by nearly level to gently sloping, dissected plain. Entrenched river and creek valleys contain dissected areas with steeper slopes. The average annual temperature in this MLRA ranges from 63 to 69 degrees Fahrenheit and the freeze-free period ranges from 250 to 310 days. This MLRA typically receives 30 to 46 inches in annual precipitation. Entisols, Mollisols, and Vertisols are the dominant soil orders in this area.

The Texas Blackland Prairie contains mixed tall and mid prairie grasses, with little false bluestem (*Schizachyrium scoparium*) being the dominant species. Other major herbaceous species include yellow Indian grass (*Sorghastrum nutans*), big bluestem (*Andropogon gerardii*), wand panic grass (*Panicum virgatum*), composite dropseed (*Sporobolus compositus*), silver bluestem (*Bothriochloa laguroides*), sideoats grama (*Bouteloua curtipendula*), eastern gramagrass (*Tripsacum dactyloides*), and vine mesquite (*Panicum obtusum*). Common forbs found in this area include prairie clover (*Dalea* sp.), perennial ragweed (*Ambrosia psilostachya*), Maximilian sunflower (*Helianthus maximiliani*), gayfeather (*Liatris* spp.), button eryngo (*Eryngium yuccifolium*), and groovestem Indian-plantain (*Arnoglossum plantagineum*). Savanna vegetation is common along the major rivers and streams. The canopy is generally dominated by oak (*Quercus* spp.), elm (*Ulmus* spp.), cottonwood (*Populus deltoides*), hackberry (*Celtis* spp.), and pecan (*Carya illinoinensis*) trees.

Currently, the project area consists of rolling plains with areas of native and non-native pastures, upland forests, and rural roadways and residential properties. Maintained herbaceous vegetation and agricultural cropland is present within the areas of existing ROW. The project area is currently used for agricultural crop production, livestock grazing, and hay production within the proposed and existing ROW.

3.1.2 Topographic Map Information

Halff assessed historical and recent USGS topographic quadrangle maps for “Taylor, Texas” and “Weir, Texas” prior to field reconnaissance to identify development, elevation contours, drainage patterns, and hydrography associated with project area and assist in determining the presence and characteristics of associated aquatic resources. See **Table 1** for a description of reviewed topographic maps (**Appendix A**, **Figures A-2** and **A-3**).

Table 1: Topographic Map Descriptions

Year	Figure	Map Description
1982	A-2	• Three intermittent streams (unnamed tributary to Pecan Branch, Pecan Branch, and Big House Branch) as indicated by dashed blue lines intersect the project area. • Two ponds are depicted within the project area. • The project area intersects three improved roadways and is bound by a roadway at the northern project limits. • Landcover within and adjacent to the project area is primarily comprised of undeveloped herbaceous land, with two small pockets of undeveloped wooded land dispersed within the project area. • The project area consists of rolling topography with elevations decreasing from 781 feet to 591 feet moving north to south.
2022	A-3	• Aquatic features within the project area appear to be mostly consistent with those depicted in the 1982 topographic map. • Aquatic features and landcover appear to be unchanged compared to the 1982 topographic map.

3.1.3 Aerial Imagery Information

Halff analyzed aerial images to assist in identifying habitat characteristics, signs of inundation and saturation, and color signatures indicative of saturated soils or changes in vegetative communities that may suggest an area supports and/or functions as wetland or stream systems. A description of each aerial imagery map (**Appendix A**, **Figures A-4** through **A-6**) is detailed in **Table 2**.

Table 2: Aerial Imagery Descriptions

Year	Figure	Map Description
1995	A-4	• The project area is depicted as undeveloped agricultural cropland, pastureland, and herbaceous landcover. • One stream is depicted bisecting the central portion of the project area and shows evidence of frequent inundation. • The project area is bound by a roadway to the north with three other rural roadways transecting the project area to the south. • Any development in the surrounding area appears to be primarily rural residential.
2008	A-5	• The project area and surrounding properties appear to be consistent with conditions observed in 1995 aerial imagery.
2024	A-6	• The project area and surrounding properties appear to be consistent with conditions observed in 2008 aerial imagery.

3.1.4 NWI and NHD Information

Features mapped on the USFWS' NWI were identified from stereoscopic analysis of historical aerial imagery and are infrequently updated. Furthermore, USFWS expressly states that there is no attempt to define the limits of jurisdiction of any Federal, State, or local government, or to establish the geographic scope of the regulatory programs of any government agency. However, the NWI can be useful as background information to identify potential wetland areas prior to conducting field investigations. The USGS' NHD represents the most up-to-date and comprehensive hydrography dataset of the U.S. water drainage network. The NWI and NHD databases were reviewed to identify potential wetland areas and other aquatic resources within the project area.

Two riverine/stream features and one emergent wetland feature are depicted within the project area in the NWI and NHD databases (**Appendix A, Figure A-7**).

3.1.5 Soil Survey Information

Halff obtained soil data for the project area from the USDA NRCS Web Soil Survey Geographic Database (SSURGO), which is derived from the USDA Soil Survey for Williamson County. Soil data provide insight on soil profiles, settings, properties, and hydric characteristics.

As detailed in **Table 4**, the project area is composed of 13 soil units, all with no known/mapped hydric components. The soil units derived from the USDA GIS data are shown atop recent aerial imagery in **Appendix A**, **Figure A-8**.

Table 3: Soil Map Unit Descriptions

Soil Unit Symbol	Map Unit Name	Drainage Class	Frequency of Ponding	Hydric Components (yes/no)	Acreage of Project area	Percent of Project area
AsB	Austin silty clay, 1 to 3 percent slopes	Well drained	None	No	65.1	26.4%
AwD3	Austin-Whitewright complex, 2 to 6 percent slopes, eroded	Well drained	None	No	14.1	5.7%
BrA	Branyon clay, 0 to 1 percent slopes	Moderately well drained	None	No	23.6	9.6%
BrkB	Branyon-Krum complex, 1 to 3 percent slopes	Moderately well drained	None	No	9.4	3.8%
CaB	Castephen silty clay, 1 to 3 percent slopes	Well drained	None	No	31.2	12.7%
CaC	Castephen silty clay, 3 to 5 percent slopes	Well drained	None	No	3.5	1.4%
EyB	Eddy very gravelly clay loam, 0 to 3 percent slopes	Well drained	None	No	3.3	1.4%
EyD	Eddy very gravelly clay loam, 3 to 8 percent slopes	Well drained	None	No	5.9	2.4
HoB	Houston Black clay, 1 to 3 percent slopes	Moderately well drained	None	No	71.5	29.0%
HoC2	Houston Black clay, 3 to 5 percent slopes, moderately eroded	Moderately well drained	None	No	7.5	3.0%
KrA	Krum silty clay, 0 to 1 percent slopes	Well drained	None	No	1.8	0.7%
QuF	Queeny-Sunev complex, 5 to 15 percent slopes	Well drained	None	No	0.4	0.1%
WhC	Whitewright silty clay loam, 1 to 5 percent slopes	Well drained	None	No	9.1	3.7%

3.1.6 Floodplain Information

According to the FEMA NFHL dataset, the majority of the project area is located within the area of minimal flood hazard while small areas associated with Pecan Branch and a tributary to Pecan Branch in the central portion of the project area are located in the 1.0% percent annual chance flood hazard (100-year floodplain). The National Flood Hazard Map (**Appendix A**, **Figure A-9**) depicts the floodplain limits within and around the project area.

3.1.7 LiDAR Information

The digital elevation model (**Appendix A**, **Figure A-10**) from the Texas Natural Resources Information System (TNRIS) 2024 5-foot LiDAR depicts the project area located at an elevation between 591 to 781 feet. Discernable depressional areas noted in the project area include Pecan Branch and Big House Branch. Analysis of LiDAR elevation data was consistent with observations made on topographic maps, aerial imagery, NWI, and NHD maps.

3.1.8 Wetland Hydrologic Index

Determining the jurisdictional status of certain waterbodies is informed by an understanding of the hydrologic flows and surface water connections that occur under normal climatic conditions (i.e., precipitation and climatic variables within the normal periodic range of an area based on a rolling 30-year period). The USACE Antecedent Precipitation Tool (APT) is utilized to compare antecedent or recent rainfall conditions for a location to the range of normal rainfall conditions that occurred during the preceding 30 years. Utilization of the APT assists in completing wetland delineations by streamlining the evaluation of precipitation normalcy and other climatic variables and assisting with determining whether observations are representative of normal climatic conditions when evaluating the jurisdictional status of aquatic resources. Furthermore, the APT can be utilized to assess presence of drought conditions, as well as the approximate dates of the wet and dry season for a given location.

According to the APT, the project area was experiencing drier than normal hydrologic conditions during the field investigation. **Table 5** summarizes the APT data derived from the date of the field investigation. The APT model, representative of conditions during the field investigation and for the rolling 30-year period, is included in **Appendix B**.

Table 4: APT Data from Field Investigations

Date	Latitude	Longitude	PDSI[1] Value	PDSI Class	Season	ARC Score[2]	Antecedent Precipitation Condition
10/15/2024	30.643145	-97.522220	-1.61	Mild Drought	Wet Season	7	Drier than Normal
10/18/2024	30.643145	-97.522220	-1.51	Mild Drought	Wet Season	6	Drier than Normal

Notes:
1. Palmer Drought Severity Index – attempts to measure duration and intensity of long-term drought-inducing circulation patterns. Intensity of drought during the current month is dependent on current weather conditions plus the cumulative patterns of previous months.
2. The final precipitation normalcy index score is the summed weighted condition value across the three 30-day periods.

3.2 Field Conditions

3.2.1 Description of Aquatic Features

W-1 (Big House Branch)

Big House Branch (W-1A, W-1B, and W-1C) is an ephemeral stream that intersects the southern portion of the project area in three locations. This feature was dry at the time of the field investigation and only flows in direct response to rain events for conveyance of agricultural runoff and roadside drainage from CR 127. It is depicted as an intermittent stream on topographic maps dating back to 1893, and as a palustrine emergent wetland (PEM1C) on NWI maps. The portions of W-1 within the project area total approximately 1,276 feet in length (0.18 acre) with an average OHWM of approximately 7 feet in width. The reach of W-1 observed during the field investigation has a narrow and shallow channel with a discontinuous OHWM that transitions to portions of stream without discernable bed and bank material, resembling a wash in select locations. Sediments are poorly sorted in general within the channel and substrate material consists of silty clay, gravel, and cobble. Downstream segments of the W-1 stream channel were observed to be dry at the time of the field investigation and appears to have been modified in the past to convey stormwater between agricultural fields toward the San Gabriel River. W-1 flows to its confluence with the San Gabriel River approximately 1.6 miles to the south of the project area, which leads to the Little River and ultimately to the Brazos River. Soils underlying the channel are mapped as Houston Black clay, 1 to 3 percent slopes, which is not listed as a hydric soil in Williamson County. See **Appendix A**, **Figures 3-2 and 3-3** and **Appendix D**, **Photographs 3**-**7** and **9**-**10**.

W-2 (Open Water Pond)

W-2 is an open water pond (0.45 acre) located in the central portion of the project area on the south side of Pecan Branch (W-3). The pond is visible on topographic maps dating back to 1982 and is not depicted on current NWI maps. W-2 is not located within the 100-year or 500-year floodplain of Pecan Branch (W-3). Underlying soils are mapped as Houston Black clay, 1 to 3 percent slopes, which is not listed as a hydric soil in Williamson County. The pond is unvegetated and the surrounding plant community is dominated by bermudagrass (**Appendix A**, **Figure 3-4** and **Appendix D**, **Photograph 11**).

W-3 (Pecan Branch)

Pecan Branch (W-3) is an intermittent stream that intersects the central portion of the project area. It is depicted as an intermittent stream on topographic maps dating back to 1893 and a riverine intermittent streambed (R4SBC) on current NWI maps. The portion of W-3 within the project area is approximately 428 feet in length (0.07 acre) with an average OHWM of approximately 8 feet in width. During the site investigation, approximately 3 feet of standing water was observed at multiple locations of W-3 within the project area. W-3 flows to its confluence with the San Gabriel River approximately 6.5 miles to the southeast of the project area, which leads to the Little River and ultimately to the Brazos River. Soils underlying the channel are mapped as Branyon clay, 1 to 3 percent slopes and Houston Black clay, 1 to 3 percent slopes which are not listed as hydric soils in Williamson County. The stream channel is unvegetated and the surrounding plant community is dominated by bermudagrass, yellow bluestem, cottonwood, and sugarberry (**Appendix A**, **Figure 3-4** and **Appendix D**, **Photograph 12**).

W-4 (Unnamed Tributary to Pecan Branch)

Due to a lack of right-of-entry at the time of the field investigation, W-4 was delineated via desktop methods only. Based on observations made from public right-of-way and aerial imagery, this feature was observed to be a vegetated swale that flows in direct response to rain events. W-4 is approximately 635 feet in length (0.18 acre) that intersects the central-northern portion of the project area and receives drainage from adjacent agricultural fields and CR 124. A discontinuous OHWM was observed on aerial imagery within the assessment stream reach. Approximately one-half of the vegetated swale is within the 100-year floodplain.

The other approximate half of the vegetated swale is within the area of minimal chance flood hazard zone. It is depicted as an intermittent stream on topographic maps dating back to 1982 and as a seasonally flooded intermittent riverine streambed (R4SBC) on NWI maps. Soils underlying this feature are mapped as Houston Black clay, 1 to 3 percent slopes, which is not listed as a hydric soil in Williamson County. Field observations were made from CR 124 located approximately 525 feet to the northeast of the project area and the swale was observed to be entirely vegetated with a species of cordgrass which is generally not considered to be hydrophytic. The surrounding plant community is dominated by bermudagrass and yellow bluestem. See **Appendix A**, **Figure 3-5** and **Appendix D**, **Photograph 13** taken from public right-of-way.

W-5 (Open Water Pond)

Due to a lack of right-of-entry at the time of the field investigation, W-5 was delineated via desktop methods only. Based on observations made from aerial imagery, this feature measures approximately 0.08 acre and appears to be a dry stock pond with no direct downstream surface connection to waterbodies or wetlands in the vicinity of the project area. The pond is visible on topographic maps dating back to 1982 and is not depicted on current NWI maps. Underlying soils are mapped as Austin silty clay, 1 to 3 percent slopes and Castephen silty clay, 1 to 3 percent slopes which are not listed as hydric soils in Williamson County. The pond is unvegetated and the surrounding plant community is dominated by bermudagrass (**Appendix A**, **Figure 3-4** and **Appendix D**, **Photograph 11**).

3.2.2 Vegetation

During the field investigation, Halff collected a total of eight wetland data points to characterize the land cover and identify aquatic features within the project area. Three dominant vegetation communities were observed within the project area: upland scrub-shrub, upland woodland, and upland herbaceous. No wetland features were observed within the project area during the investigation. Data point locations and aquatic features located within the project area can be seen overlaid on recent aerial imagery in **Appendix A**, **Figures 3-1** through **3-8**. Refer to **Appendix C - Wetland Data Forms** for the completed wetland determination data forms for the project. Refer to **Appendix D – Representative Photographs** for photographs of vegetation communities and aquatic features observed within the project area.

Table 5: Wetland Determination Data Form Summary

Vegetation Community	Data Points	Dominant Vegetation[1]	Hydric Soil Indicators	Wetland Hydrology Indicators
Upland Scrub-Shrub	DP01, DP02,	*Arundo donax* (FAC) *Celtis laevigata* (FAC) *Ambrosia trifida* (FAC) *Toxicodendron radicans* (FACU) *Vitis mustangensis* (UPL)		
Upland Woodland	DP04,	*Celtis laevigata* (FAC) *Sorghum halepense* (FAC) *Ambrosia trifida* (FAC) *Baccharis halimifolia (FAC)* *Rubus trivialis (FACU)*		
Upland Herbaceous	DP03, DP05, DP06, DP07, DP08	*Sorghum halepense* (FAC) *Ambrosia trifida* (FAC) *Zea mays* (UPL) *Celtis laevigata* (FAC) *Cynodon dactylon* (FACU) *Xanthium orientale* (UPL) *Arundo donax* (FAC) *Bothriochloa ischaemum* (UPL)		Surface Soil Cracks (B6), Drainage Patterns (B10), Geomorphic Position (D2)

Note:
1. FAC: Facultative Plant; FACU: Facultative Upland Plant; OBL: Obligate Wetland Plant; UPL: Upland Plant

3.2.4 Summary of Aquatic Features

A summary of the mapped aquatic features within the project area can be found in **Table 7**.

Table 6: Summary of Aquatic Features

Name	Type	Data Point	Latitude, Longitude	Area within Project Area (acres)	Length (linear feet)	Average OHWM Width (feet)	Jurisdictional WOTUS (yes/no)
W-1A	Ephemeral Stream	N/A	30.650657, -97.527088	0.05	504	5	No
W-1B	Ephemeral Stream	N/A	30.651703, -97.526655	0.04	172	10	No
W-1C	Ephemeral Stream	N/A	30.660485, -97.531469	0.09	600	7	No
W-2	Open Water Pond	N/A	30.669898, -97.535858	0.45	N/A	N/A	No
W-3	Intermittent Stream	N/A	30.670377, -97.535735	0.07	428	8	Yes
W-4	Vegetated Swale	N/A	30.676071, -97.536569	0.18	635	14	No
W-5	Open Water Pond	N/A	30.691967, -97.538575	0.08	N/A	N/A	No

4.0 CONCLUSION

Federal regulations (33 Code of Federal Regulations Section 328.3(a)) note that WOTUS may include intrastate rivers and streams, including impoundments and other waters. In response to a Supreme Court decision (*Rapanos v. U.S.*, 547 S. Ct. 715 [2006]) addressing the limits of federal jurisdiction, the USACE and EPA have issued further guidance and require additional documentation to support jurisdiction. Per joint USACE/EPA guidance documents issued after the *Rapanos* decision, the regulatory agencies continue to assert jurisdiction over the following waters:

- TNWs
- Wetlands adjacent to TNWs
- Non-navigable tributaries of traditionally navigable waters that are relatively permanent where the tributaries typically flow year-round or have continuous flow at least seasonally (e.g., typically three months)
- Wetlands that directly abut such tributaries

Halff conducted the delineation of aquatic features on October 15 and 18, 2024 and identified a total of five aquatic features within the project area: one ephemeral stream (W-1), one intermittent stream (W-3), two open water ponds (W-2 and W-5), and one vegetated swale (W-4).

Review of aerial imagery, topographic maps, NWI/NHD data, and conditions observed within the project area during the field investigation suggest that W-3 flows intermittently within the project area and at the stream reach scale. This feature exhibits a direct surface water connection to the San Gabriel River and ultimately to the Gulf of Mexico, a TNW according to the USACE.

On August 29, 2023, the EPA, and Department of the Army (the agencies) issued a final rule amending the 2023 definition of "waters of the U.S." to conform with the recent Supreme Court decision in *Sackett v. EPA*. As of this report, the agencies are interpreting WOTUS consistently with *Rapanos v. United States* and *Carabell v. United States* (EPA 2008) (i.e., pre-2015 regulatory regime), in addition to key revisions to the definition of WOTUS under the *Sackett* ruling.

W-1 is an ephemeral stream that was observed to be dry at the time of the field investigation and to only flow in direct response to rain events for conveyance of agricultural runoff and roadside drainage from CR 127. In addition, a desktop streamflow duration assessment was performed at the reach scale to establish ephemeral flow regimes to the extent possible using available desktop tools and online resources. Based on 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 USACE guidance and Section 404 regulation, this feature would not likely be considered to be an RPW or jurisdictional WOTUS.

W-2 and W-5 are open water ponds located near the center of the project area on the south side of W-3 and approximately 0.26-mile north of Farm-to-Market 971, respectively. These features are considered to be artificial ponds constructed in upland pasture for agricultural use. The ponds are not within 100-year floodplains and have no observable direct downgradient surface water connections to a WOTUS. Therefore, W-2 and W-5 would not likely be subject to regulation under Section 404.

Due to a lack of right-of-entry at the time of the field investigation, W-4 was delineated via desktop methods only. Based on observations made from public right-of-way and aerial imagery, this feature was observed to be a vegetated swale with only small segments that exhibit a discernable OHWM and appeared to flow in direct response to rain events. At the reach scale, the majority (>50%) of the stream reach of this feature appears to be completely vegetated without defined bed and bank material and appears to lack a continuous OHWM. Under general circumstances, this feature would not meet the definition of stream that carries relatively permanent flow and the USACE would not likely assert jurisdiction under Section 404; however, further investigation may be warranted for any proposed impacts to W-4 in the future to evaluate whether wetland (hydrophytic) vegetation or hydric soils are present within the vegetated swale. If hydrophytic vegetation or hydric soils are identified within this feature, USACE may consider it to be a regulated wetland swale.

Under a review of jurisdiction based on the pre-2015 regulatory regime and the *Sackett* decision, it is Halff's professional opinion that only W-3 would meet the regulatory definition of a RPW to a TNW; therefore, this feature would likely be regulated under Section 404 by USACE.

Demonstrations of jurisdiction herein are based on a preliminary jurisdictional assessment conducted by Halff for consideration by the USACE and are provided as an information tool for the permittee. Changes to current effective rules and/or regulatory practices may result in changes to Halff's jurisdictional opinion. The actual designation will rest with the USACE Fort Worth District and the EPA, the agencies with regulatory authority for jurisdictional determinations of aquatic features within the project area.

5.0 REFERENCES

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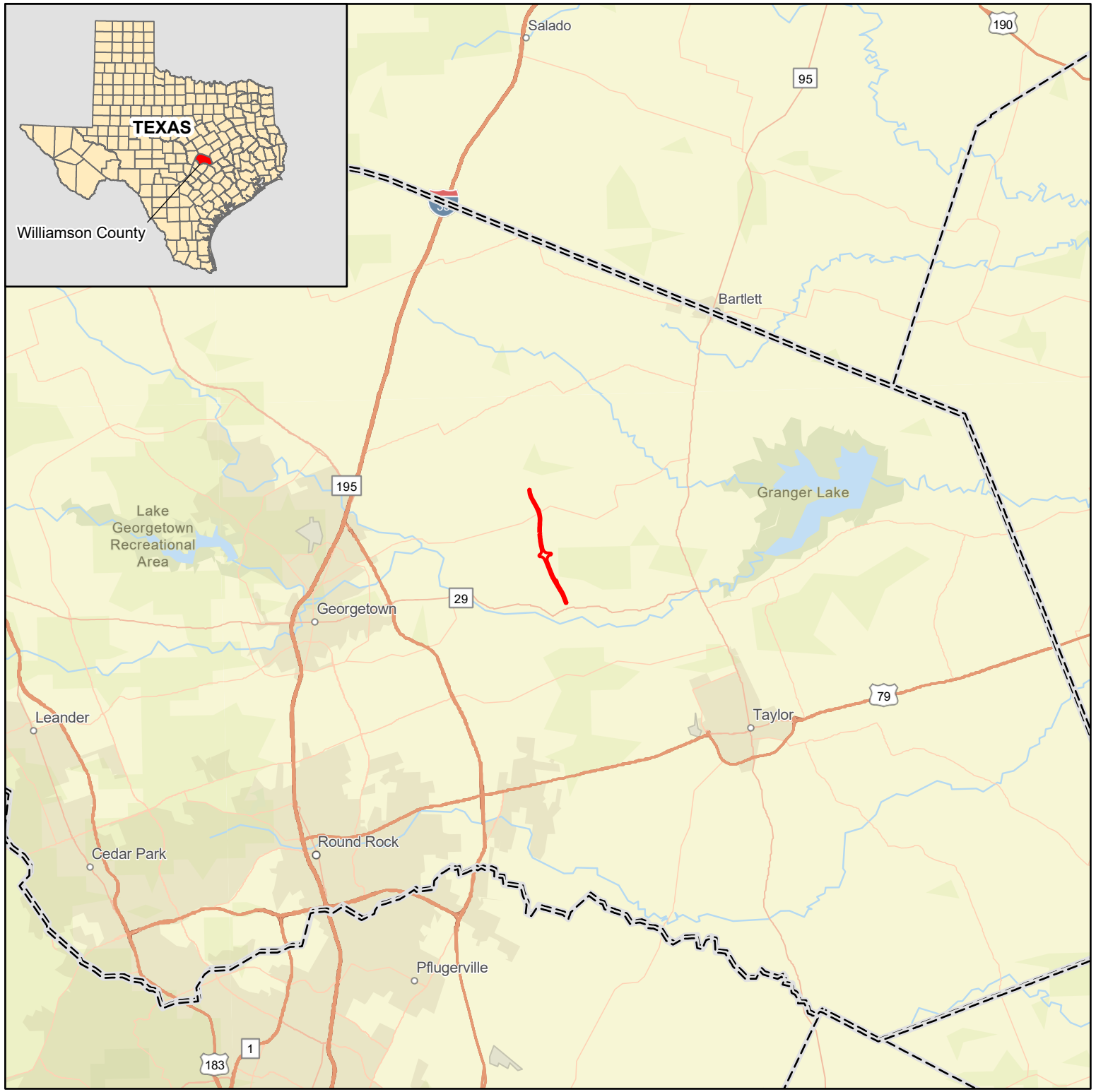
_____. 2022. National Wetland Plant List, version 3.6. U.S. Army Engineer Research and Development Center, Vicksburg, MS. http://wetland-plants.usace.army.mil/

Figures



N

0 2.5 5 10

Miles

Legend

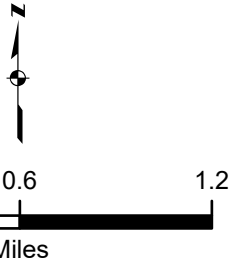
Project Area

Notes:
1. Map Center: 97.53185°W 30.6707°N
2. World Street Map: County of Williamson, Texas Parks & Wildlife, CONANP, Esri, TomTom, Garmin, SafeGraph, FAO, METI/NASA, USGS, EPA, NPS, USFWS

East WilCo Highway Segment 6
Williamson County, Texas
Date: 3/7/2025

Figure 1
Location Map

halff



Legend

Project Area

Notes:
1. Map Center: 97.53185°W 30.6707°N
2. World Topographic Map: Baylor University, County of Williamson, Texas Parks & Wildlife, CONANP, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, USDA, USFWS
World Hillshade: Esri, NASA, NGA, USGS

East WilCo Highway Segment 6
Williamson County, Texas
Date: 3/7/2025

Figure 2
Vicinity Map

halff

N

0 200 400 800

Feet

Legend

- Project Area
- Reference Photo Point
- Data Point

Notes:
1. Map Center: 97.52224°W 30.64003°N
2. Nearmap WMS Server: 2024

East WilCo Highway Segment 6
Williamson County, Texas
Date: 6/27/2025

Figure 3-1
Aquatic Features Map

halff

N

0 200 400 800

Feet

Legend

- Project Area
- Reference Photo Point
- Data Point

Aquatic Features

- Ephemeral Stream

Notes:
1. Map Center: 97.5258°W 30.64891°N
2. Nearmap WMS Server: 2024

East WilCo Highway Segment 6
Williamson County, Texas
Date: 6/27/2025

Figure 3-2
Aquatic Features Map

halff

N

0 200 400 800

Feet

Legend

- Project Area
- Reference Photo Point
- Data Point

Aquatic Features

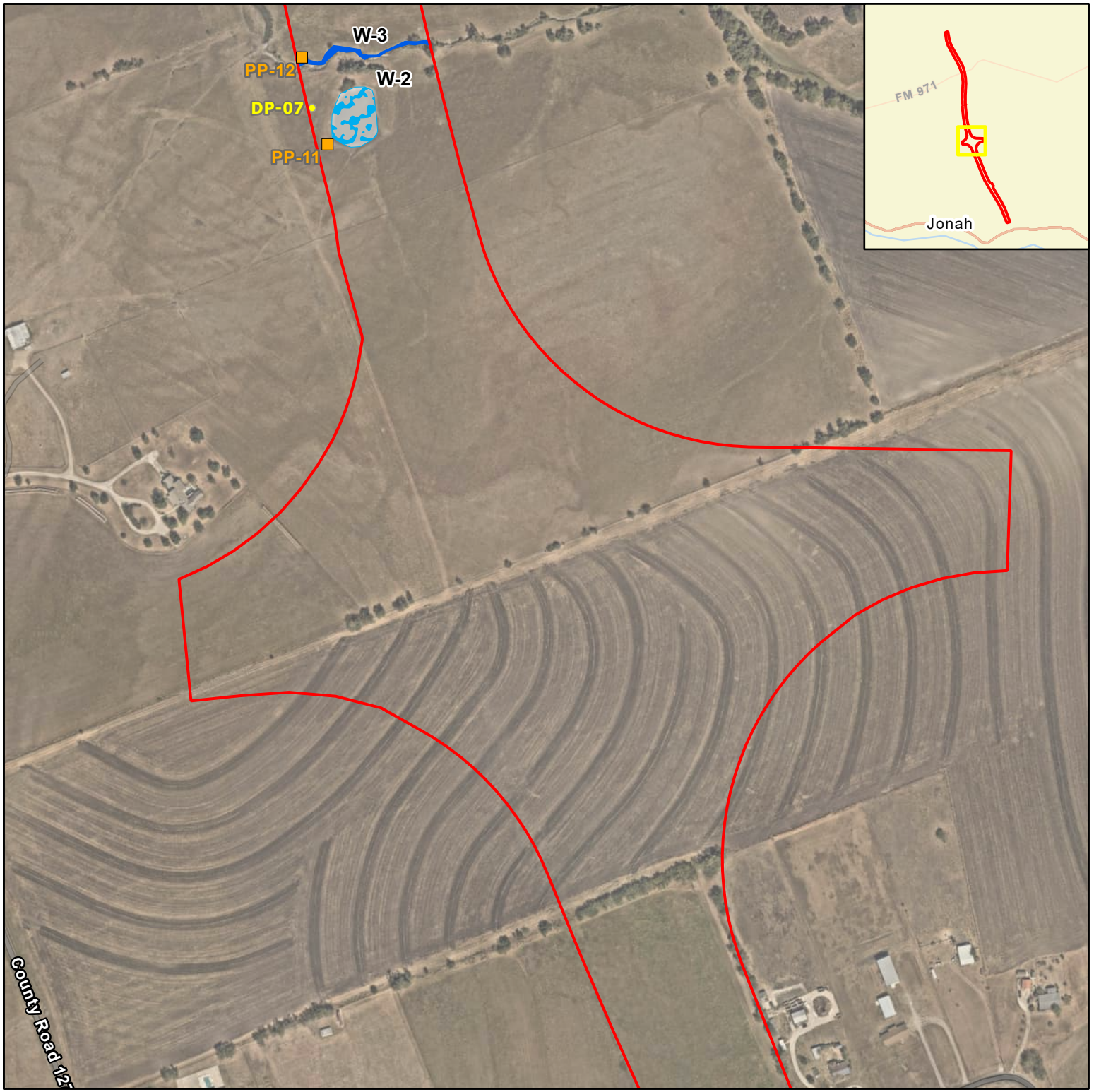
- Ephemeral Stream

Notes:
1. Map Center: 97.53032°W 30.65751°N
2. Nearmap WMS Server: 2024

East WilCo Highway Segment 6
Williamson County, Texas
Date: 6/27/2025

Figure 3-3
Aquatic Features Map

halff



N

0 200 400 800

Feet

Legend

- Project Area
- Reference Photo Point
- Data Point

Aquatic Features

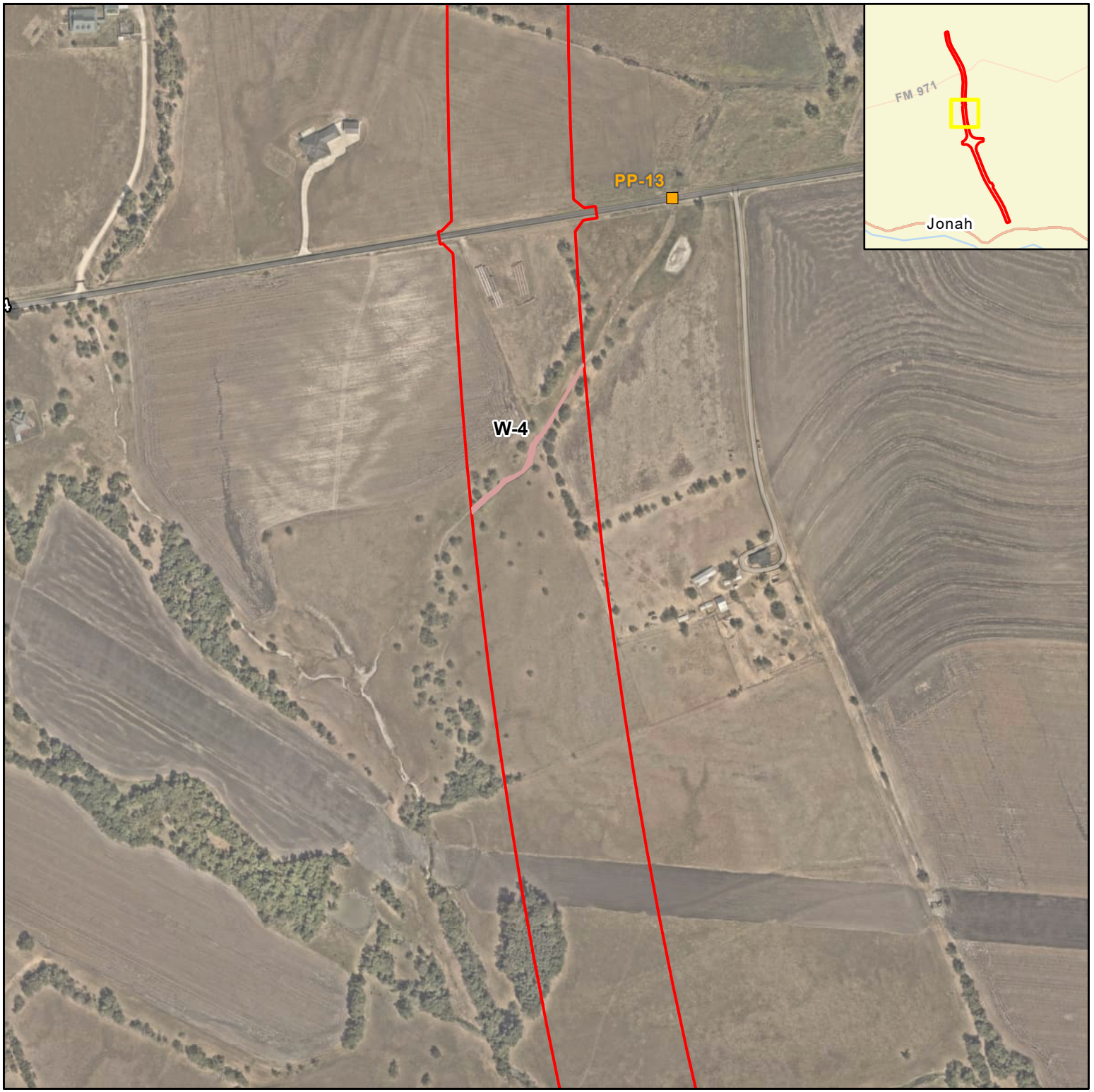
- Intermittent Stream
- Open Water Pond

Notes:
1. Map Center: 97.53416°W 30.66637°N
2. Nearmap WMS Server: 2024

East WilCo Highway Segment 6
Williamson County, Texas
Date: 6/27/2025

Figure 3-4
Aquatic Features Map

halff



N

0 200 400 800

Feet

Legend

- Project Area
- Reference Photo Point
- Data Point

Aquatic Features

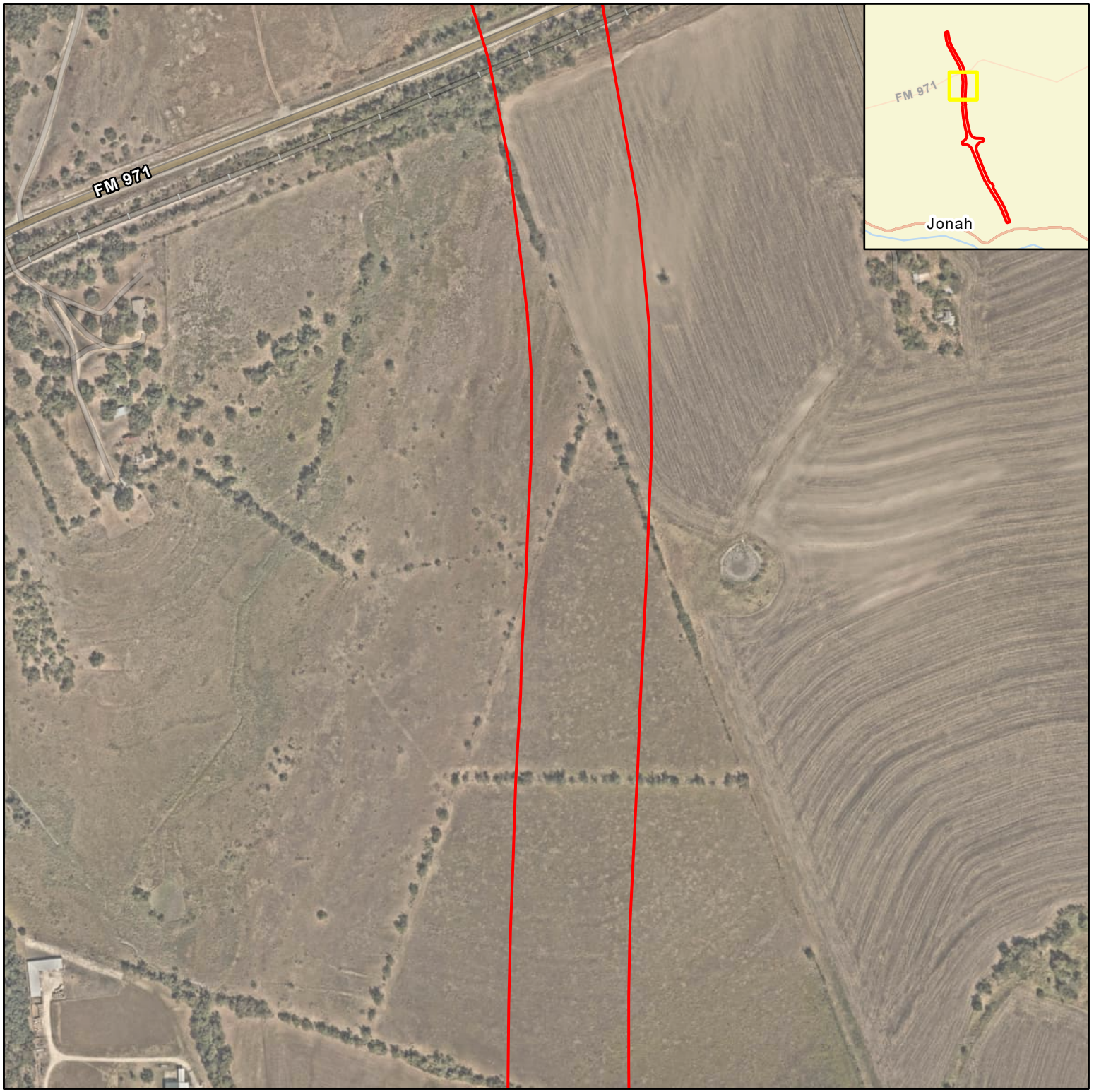
- Vegetated Swale

Notes:
1. Map Center: 97.53648°W 30.67522°N
2. Nearmap WMS Server: 2024
3. W-4 delineated via desktop methods only due to lack of authorized access at the time of the field investigation.

East WilCo Highway Segment 6
Williamson County, Texas
Date: 6/27/2025

Figure 3-5
Aquatic Features Map

halff



N

0 200 400 800

Feet

Legend

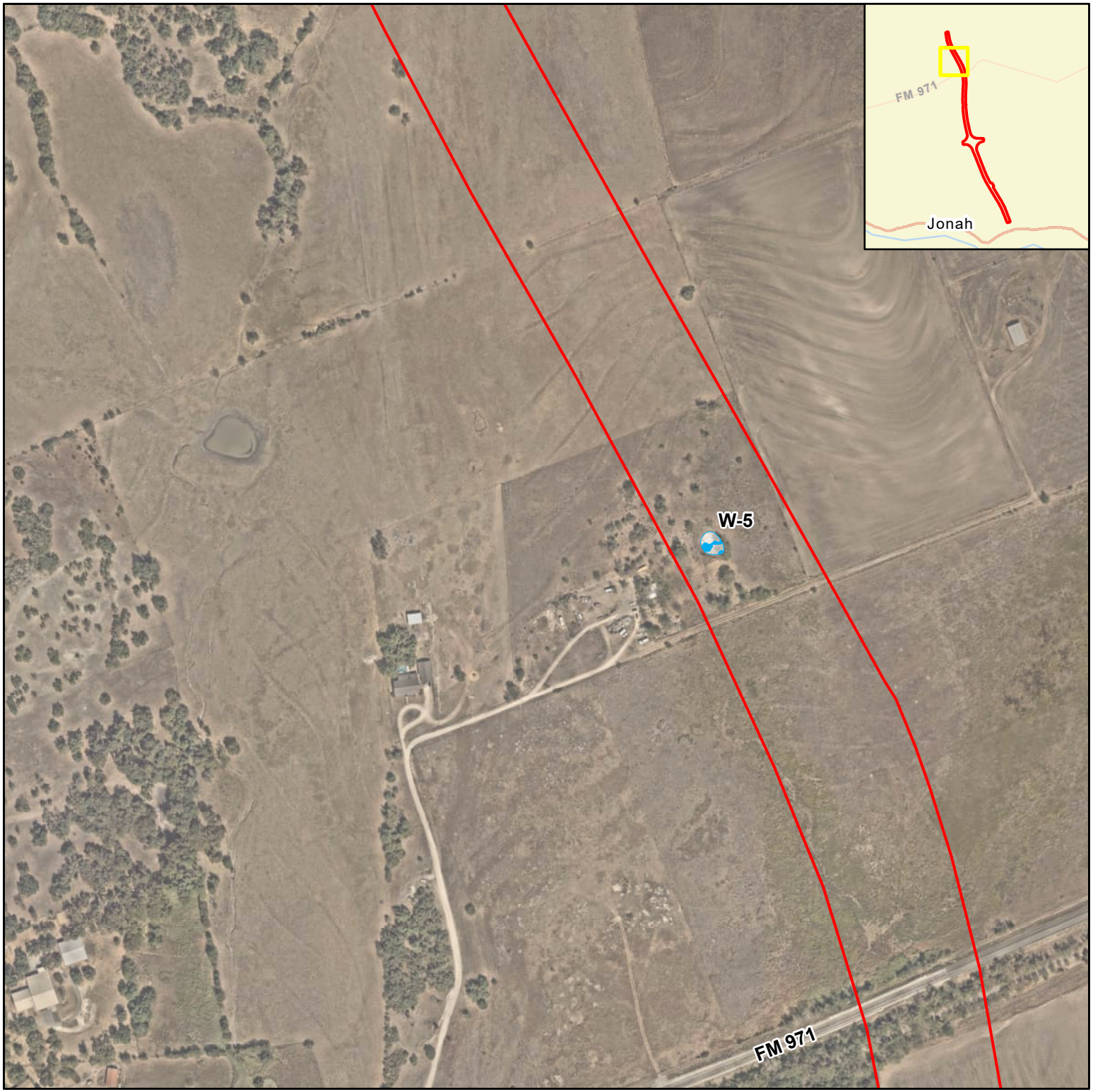
Project Area

Notes:
1. Map Center: 97.5368°W 30.68403°N
2. Nearmap WMS Server: 2024

East WilCo Highway Segment 6
Williamson County, Texas
Date: 6/27/2025

Figure 3-6
Aquatic Features Map

halff



N

0 200 400 800

Feet

Legend

Project Area

Aquatic Features

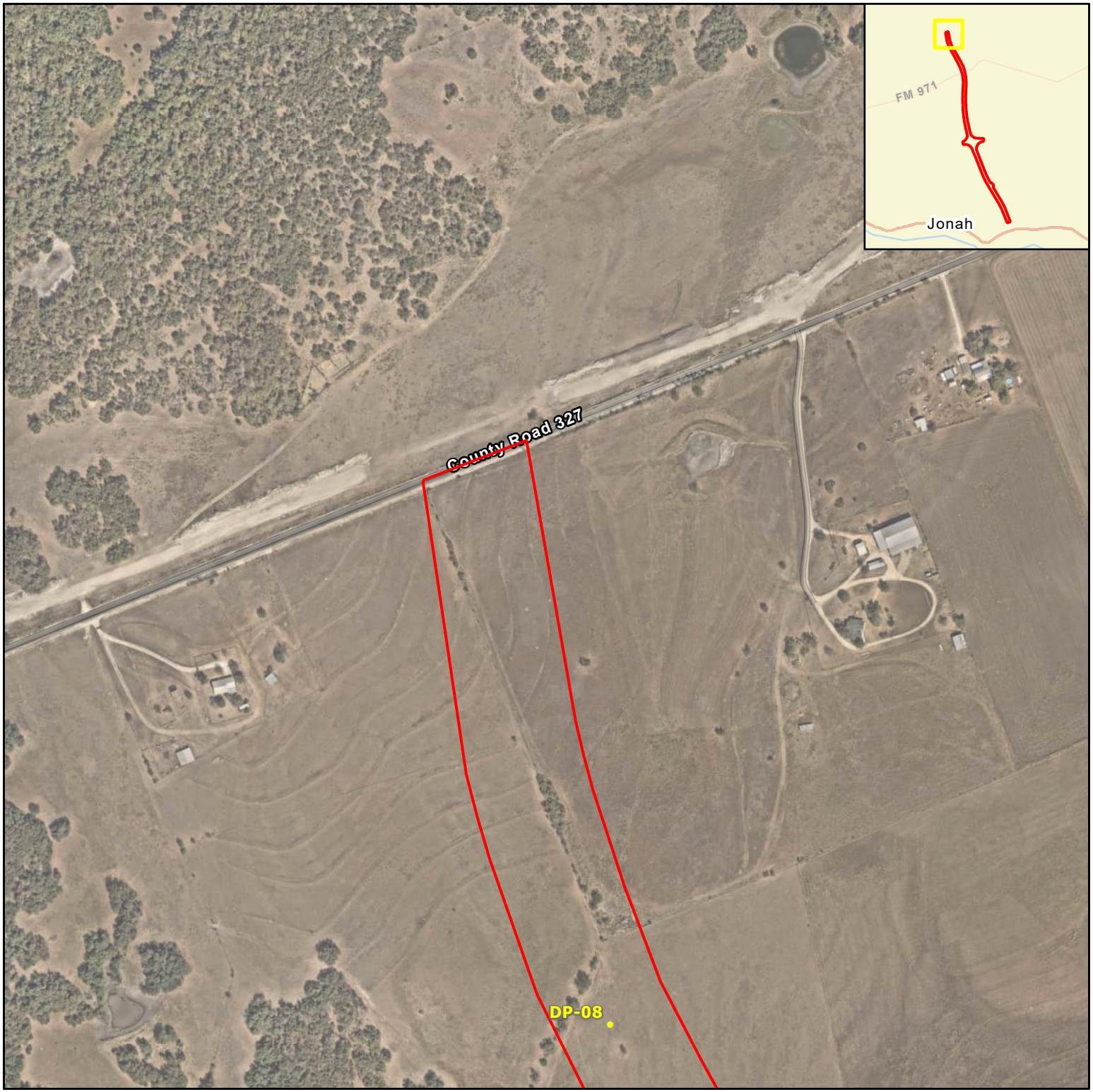
Open Water Pond

Notes:
1. Map Center: 97.54011°W 30.69196°N
2. Nearmap WMS Server: 2024
3. W-5 delineated via desktop methods only due to lack of authorized access at the time of the field investigation.

East WilCo Highway Segment 6
Williamson County, Texas
Date: 7/6/2025

Figure 3-7
Aquatic Features Map

halff



N

0 200 400 800

Feet

Legend

- Project Area
- Data Point

Notes:
1. Map Center: 97.54184°W 30.70078°N
2. Nearmap WMS Server: 2024

East WilCo Highway Segment 6
Williamson County, Texas
Date: 6/27/2025

Figure 3-8
Aquatic Features Map

halff

Appendix A: Supporting Documentation

N

0 1.5 3 6

Miles

Legend

Project Area

MLRA Unit

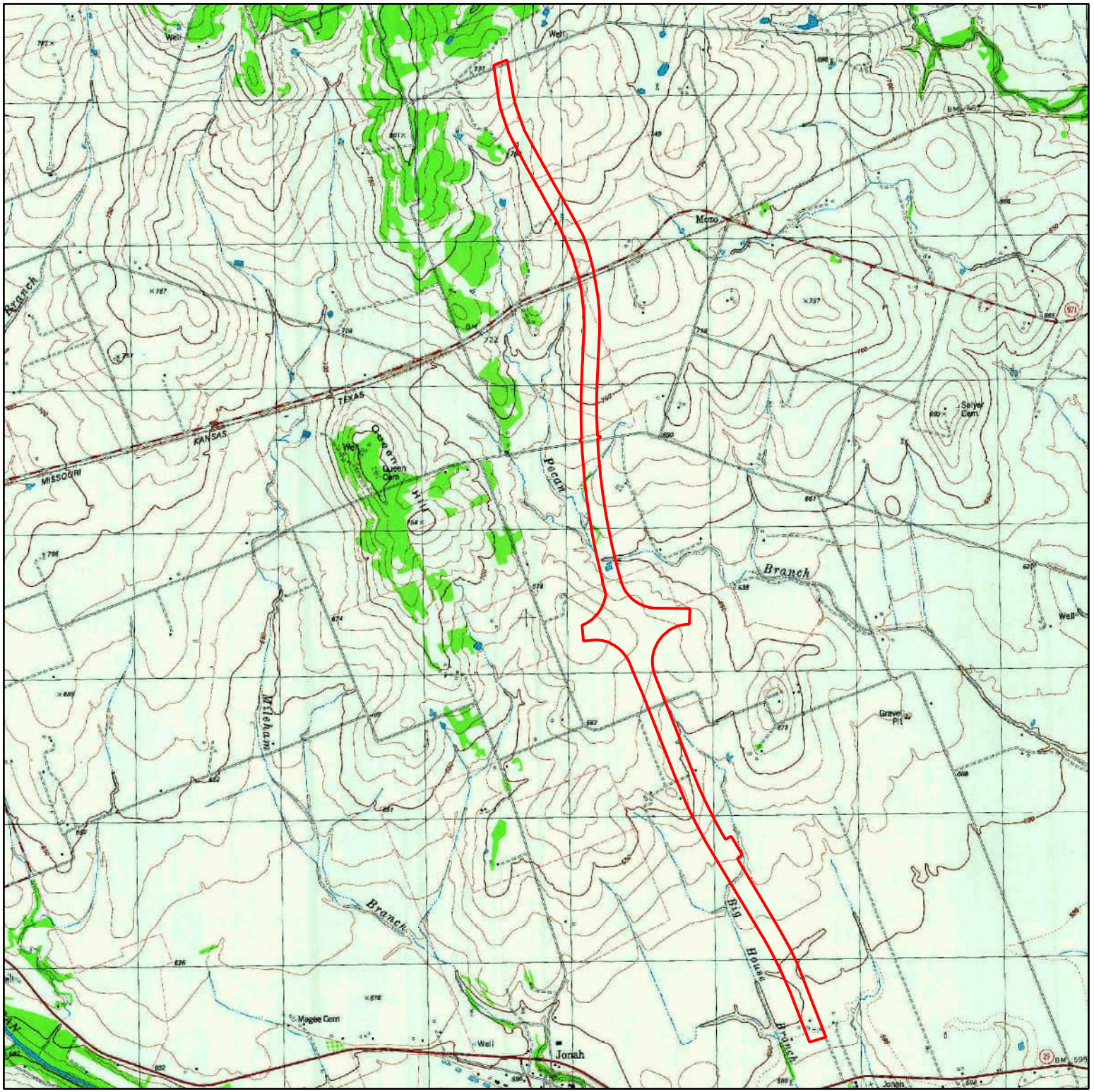
Texas Blackland Prairie, Northern Part (86A)

Notes:
1. Map Center: 97.52954°W 30.67124°N
2. World Imagery: Earthstar Geographics 2024
3. USDA Land Resource Regions and Major Land Resource Areas Geographic Database

East Wilco Highway Segment 6
Williamson County, Texas
Date: 6/30/2025

Figure A-1
MLRA and LRR Map

halff



N

0 0.3 0.6 1.2

Miles

Legend

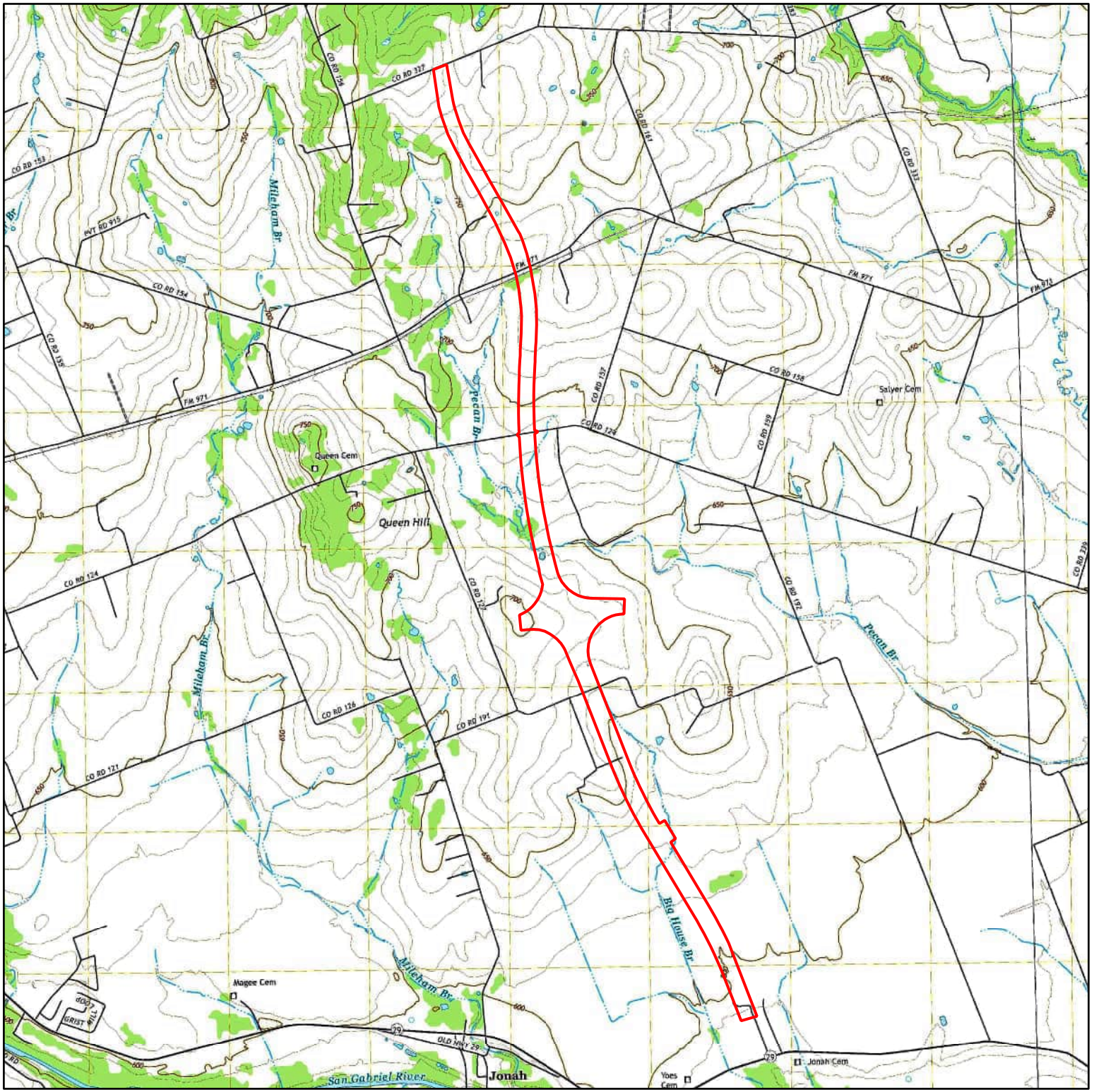
Project Area

Notes:
1. Map Center: 97.54005°W 30.67117°N
2. USGS topoView: "Taylor, Texas" 7.5 minute quadrangle, 1982, "Weir, Texas" 7.5 minute quadrangle, 1982

East WilCo Highway Segment 6
Williamson County, Texas
Date: 11/1/2024

Figure A-2
1982 USGS Topographic Map

halff



Legend

Project Area

Notes:
1. Map Center: 97.53549°W 30.67055°N
2. USGS topoView: "Taylor, Texas" 7.5 minute quadrangle, 2022, "Weir, Texas" 7.5 minute quadrangle. 2022

East WilCo Highway Segment 6
Williamson County, Texas
Date: 3/10/2025

Figure A-3
2022 USGS Topographic Map

halff

N

0 0.3 0.6 1.2

Miles

Legend

Project Area

Notes:
1. Map Center: 97.53359°W 30.67098°N
2. Strategic Mapping Program - Texas Orthoimagery Program Imagery: TNRIS

East WilCo Highway Segment 6
Williamson County, Texas
Date: 11/1/2024

Figure A-4
1995 Aerial Imagery Map

halff

N

Legend

Project Area

Notes:
1. Map Center: 105.97958°W 3.43989°N
, Google Earth Imagery: 2008

East WilCo Highway Segment 6
Williamson County, Texas
Date: 11/1/2024

Figure A-5
2008 Aerial Imagery Map

halff

N

0 0.3 0.6 1.2

Miles

Legend

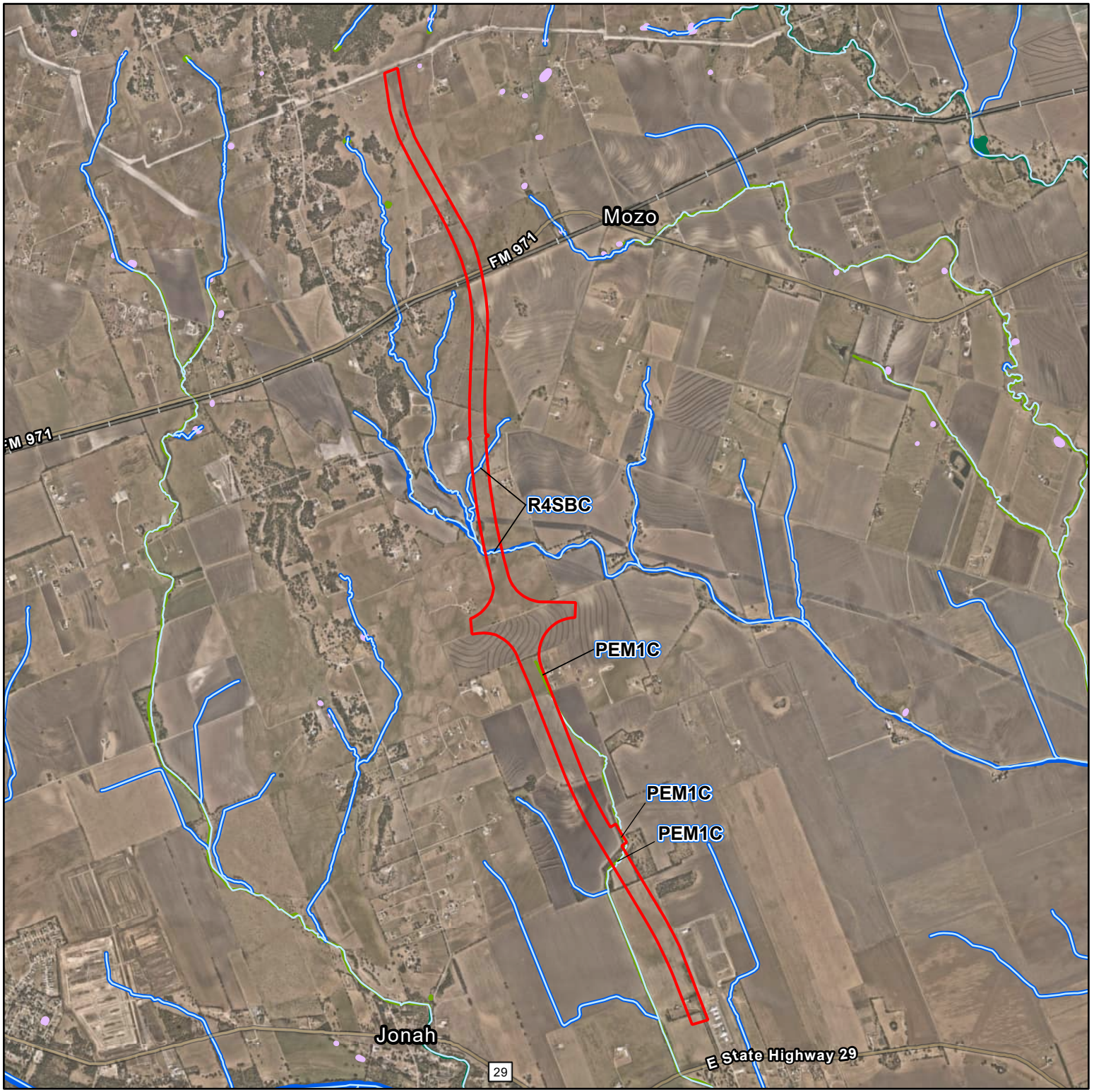
Project Area

Notes:
1. Map Center: 97.53185°W 30.6707°N
Hybrid Reference Layer: Baylor University, County of Williamson, Texas Parks & Wildlife, CONANP, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, USDA, USFWS
Nearmap WMS Server: 2024

East WilCo Highway Segment 6
Williamson County, Texas
Date: 11/1/2024

Figure A-6
2024 Aerial Imagery Map

halff



N

0 0.3 0.6 1.2

Miles

Legend

- Project Area
- Stream/River

NWI Feature Type

- Freshwater Emergent Wetland
- Freshwater Forested/Shrub Wetland
- Freshwater Pond
- Riverine

Notes:
1. Map Center: 97.53185°W 30.6707°NBaylor University, County of Williamson, Texas Parks & Wildlife, CONANP, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, USDA, USFWS, Nearmap WMS Server: 2024
2. USFWS National Wetlands Inventory
3. USGS National Hydrography Dataset

East WilCo Highway Segment 6
Williamson County, Texas
Date: 6/30/2025

Figure A-7
NWI and NHD Map

halff

N

0 0.3 0.6 1.2

Miles

Legend

Project Area

SSURGO Soil Units

- AwD3 - Austin-Whitewright complex, 2 to 6 percent slopes, eroded
- AsB - Austin silty clay, 1 to 3 percent slopes
- BrA - Branyon clay, 0 to 1 percent slopes
- BrkB - Branyon-Krum complex, 1 to 3 percent slopes
- CaB - Castephen silty clay, 3 to 5 percent slopes
- CaC - astephen silty clay, 3 to 5 percent slopes
- EyB - Eddy very gravelly clay loam, 0 to 3 percent slopes
- EyD - Eddy very gravelly clay loam, 3 to 8 percent slopes
- HoB - Houston Black clay, 1 to 3 percent slopes
- HoC2 - Houston Black clay, 3 to 5 percent slopes, moderately eroded
- KrA - Krum silty clay, 0 to 1 percent slopes
- QuF - Queeny-Sunev complex, 5 to 15 percent slopes
- WhC - Whitewright silty clay loam, 1 to 5 percent slopes

Notes:
1. Map Center: 97.53185°W 30.6707°N
Baylor University, County of Williamson, Texas Parks & Wildlife, CONANP, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, USDA, USFWS, Nearmap WMS Server: 2024
2. USDA NRCS Web Soil Survey

East WilCo Highway Segment 6
Williamson County, Texas
Date: 3/21/2025

Figure 8
Soil Map

halff

N

0 0.3 0.6 1.2

Miles

Legend

Project Area

Flood Zone Type

Area of Minimal Chance Flood Hazard

500-Year Floodplain

100-Year Floodplain

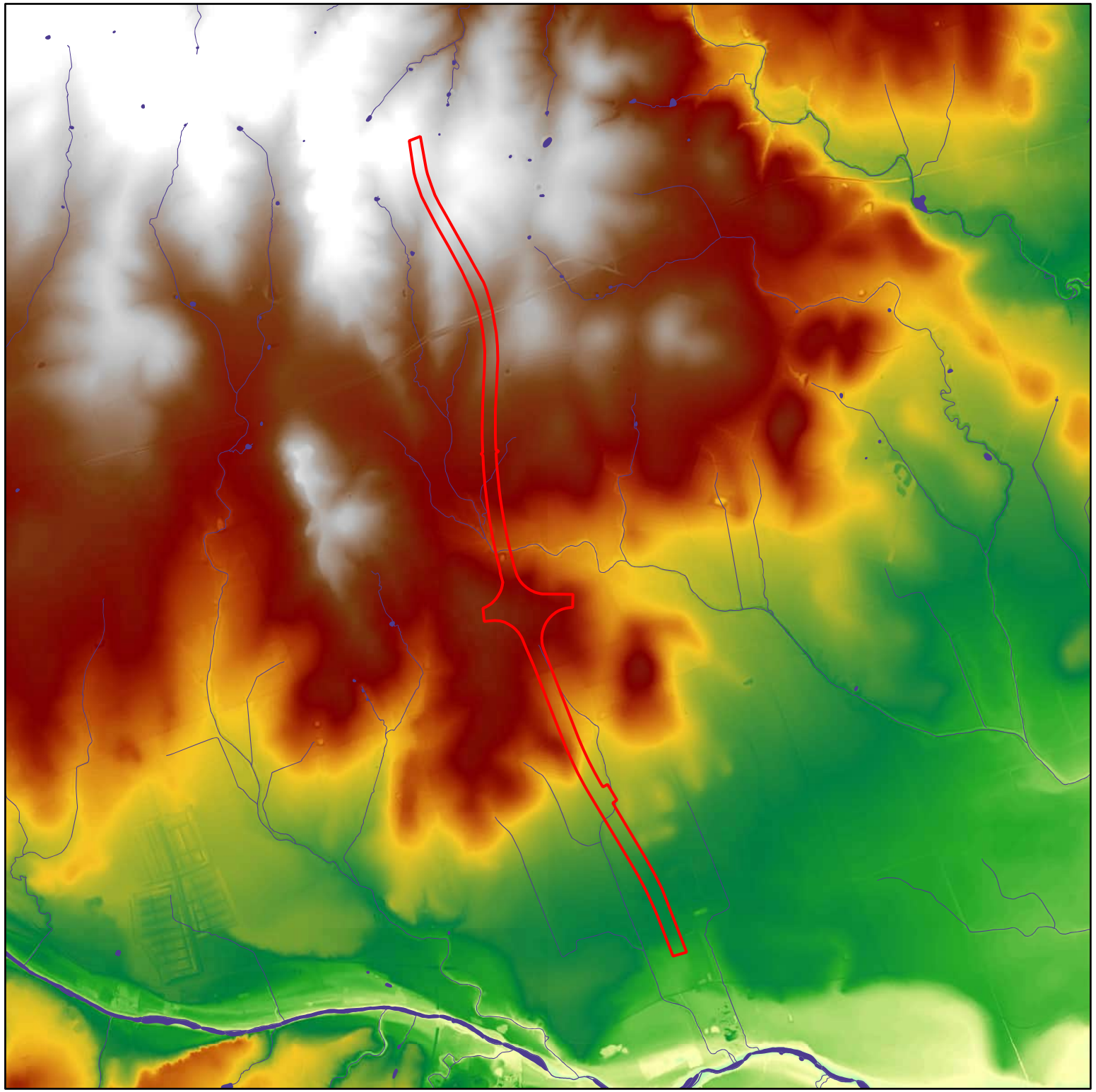
Floodway

Notes:
1. Map Center: 97.53185°W 30.6707°N
Baylor University, County of Williamson, Texas Parks & Wildlife, CONANP, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, USDA, USFWS, Nearmap WMS Server: 2024
2. FEMA National Flood Hazard Layer

East WilCo Highway Segment 6
Williamson County, Texas
Date: 3/9/2025

Figure A-9
FEMA Floodplain Map

halff



N

0 0.35 0.7 1.4

Miles

Legend

Project Area

LiDAR Value (feet)

868.64

523.09

Notes:
1. Map Center: 97.53185°W 30.6707°N
2. TNRIS, 2024, (Weir SW, Weir SE, Weir NE, Weir NW, Granger NW, Granger SW)

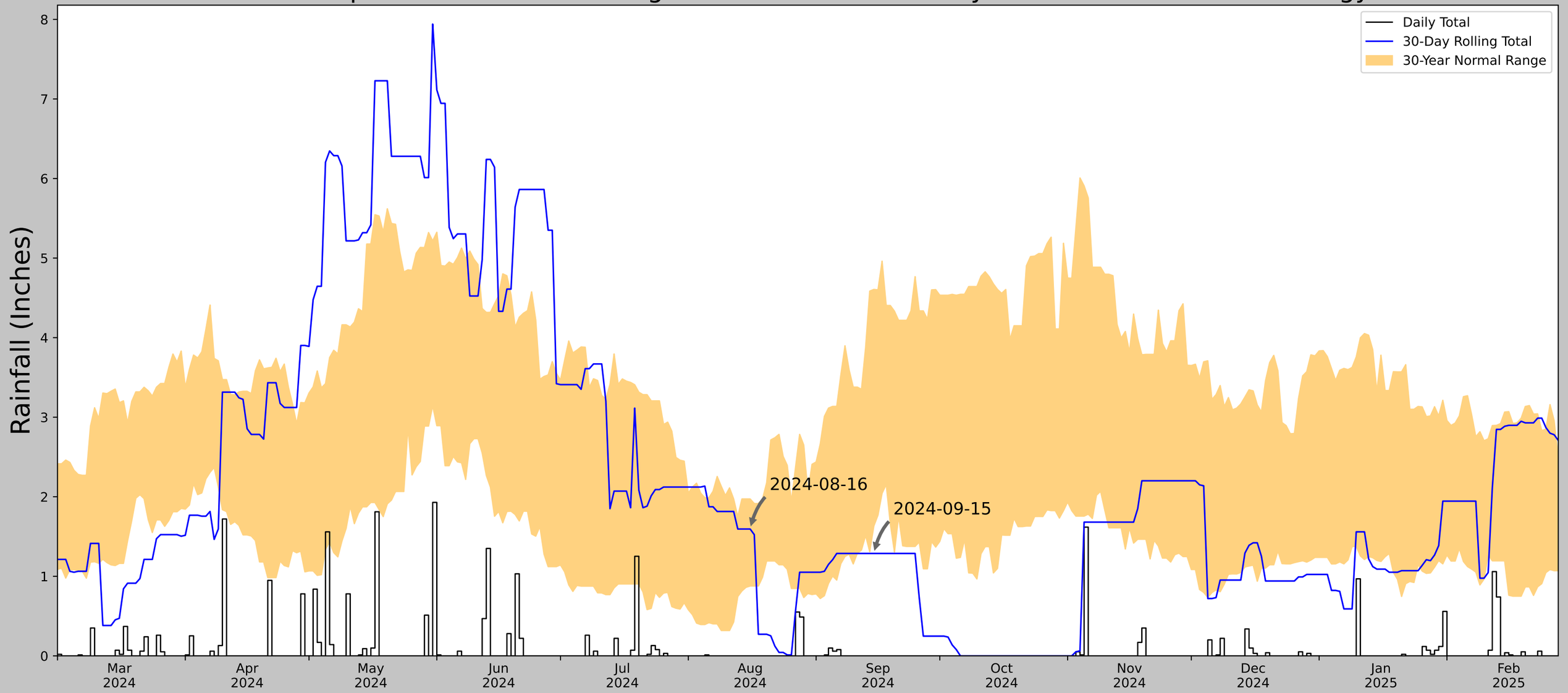
East WilCo Highway Segment 6
Williamson County, Texas
Date: 3/10/2025

Figure A-10
LiDAR Map

halff

Appendix B: APT Model

Antecedent Precipitation vs Normal Range based on NOAA's Daily Global Historical Climatology Network



Coordinates	30.64314575, -97.52222002
Observation Date	2024-10-15
Elevation (ft)	600.354
Drought Index (PDSI)	Mild drought
WebWIMP H_2O Balance	Wet Season

30 Days Ending	30^{th} %ile (in)	70^{th} %ile (in)	Observed (in)	Wetness Condition	Condition Value	Month Weight	Product
2024-10-15	1.099606	4.605512	0.0	Dry	1	3	3
2024-09-15	1.632284	4.606299	1.287402	Dry	1	2	2
2024-08-16	0.877953	1.972441	1.594488	Normal	2	1	2
Result							Drier than Normal - 7

US Army Corps of Engineers

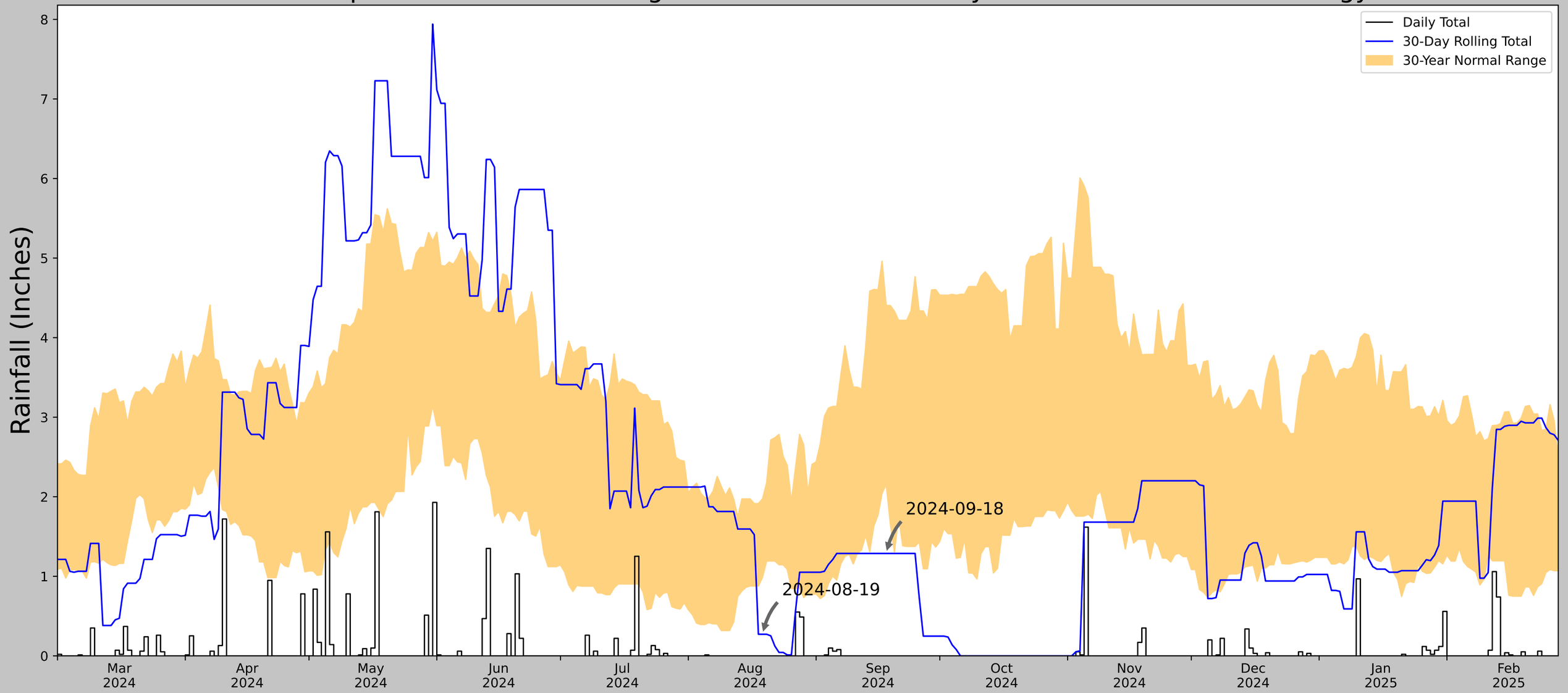
ERDC

Figures and tables made by the Antecedent Precipitation Tool Version 2.0

Developed by: U.S. Army Corps of Engineers and U.S. Army Engineer Research and Development Center

Weather Station Name	Coordinates	Elevation (ft)	Distance (mi)	Elevation Δ	Weighted Δ	Days Normal	Days Antecedent
TAYLOR 1NW	30.5844, -97.4156	570.866	7.528	29.488	3.61	8793	90
TAYLOR 1.2 WNW	30.5777, -97.4297	598.097	0.958	27.231	0.457	3	0
TAYLOR	30.57, -97.4092	564.961	1.065	5.905	0.486	2546	0
GRANGER	30.715, -97.4483	571.85	9.231	0.984	4.163	11	0

Antecedent Precipitation vs Normal Range based on NOAA's Daily Global Historical Climatology Network



Coordinates	30.6729301, -97.5361142
Observation Date	2024-10-18
Elevation (ft)	666.923
Drought Index (PDSI)	Mild drought
WebWIMP H_2O Balance	Wet Season

30 Days Ending	30^{th} %ile (in)	70^{th} %ile (in)	Observed (in)	Wetness Condition	Condition Value	Month Weight	Product
2024-10-18	1.516142	3.973228	0.0	Dry	1	3	3
2024-09-18	2.154724	4.403937	1.287402	Dry	1	2	2
2024-08-19	0.988189	1.972441	0.271654	Dry	1	1	1
Result							Drier than Normal - 6

US Army Corps of Engineers

ERDC

Figures and tables made by the Antecedent Precipitation Tool Version 2.0

Developed by: U.S. Army Corps of Engineers and U.S. Army Engineer Research and Development Center

Weather Station Name	Coordinates	Elevation (ft)	Distance (mi)	Elevation Δ	Weighted Δ	Days Normal	Days Antecedent
TAYLOR 1NW	30.5844, -97.4156	570.866	9.421	96.057	5.144	8793	90
TAYLOR 1.2 WNW	30.5777, -97.4297	598.097	0.958	27.231	0.457	3	0
TAYLOR	30.57, -97.4092	564.961	1.065	5.905	0.486	2546	0
GRANGER	30.715, -97.4483	571.85	9.231	0.984	4.163	11	0

Appendix C: Wetland Data Forms

WETLAND DETERMINATION DATA FORM – Great Plains Region

Project/Site: E WilCo Hwy Seg 6 City/County: Williamson County Sampling Date: 2024-10-15

Applicant/Owner: Williamson County State: Texas Sampling Point: DP-01

Investigator(s): P. Van Zandt Section, Township, Range:

Landform (hillslope, terrace, etc.): Upland, Flat Local relief (concave, convex, none): None Slope (%): 1

Subregion (LRR): J 86A Lat: 30.64277745 Long: -97.5221426 Datum: WGS 84

Soil Map Unit Name: BrA - Branyon clay, 0 to 1 percent slopes NWI classification: NA

Are climatic / hydrologic conditions on the site typical for this time of year? Yes ✔ No _____ (If no, explain in Remarks.)

Are Vegetation _____, Soil _____, or Hydrology _____ significantly disturbed? Are "Normal Circumstances" present? Yes ✔ No _____

Are Vegetation _____, Soil _____, or Hydrology _____ naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes ✔	No _____	**Is the Sampled Area within a Wetland?** Yes _____ No ✔
Hydric Soil Present?	Yes _____	No ✔	
Wetland Hydrology Present?	Yes _____	No ✔	

Remarks:

Upland scrub-shrub vegetation community.

VEGETATION – Use scientific names of plants.

Tree Stratum (Plot size: 15 ft r)	Absolute % Cover	Dominant Species?	Indicator Status
1. Arundo donax	100	✔	FAC
2.			
3.			
4.			
	100 = Total Cover		
Sapling/Shrub Stratum (Plot size: 15 ft r)			
1. Celtis laevigata	5	✔	FAC
2.			
3.			
4.			
5.			
	5 = Total Cover		
Herb Stratum (Plot size: 15 ft r)			
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
	_____ = Total Cover		
Woody Vine Stratum (Plot size: 15 ft r)			
1.			
2.			
	_____ = Total Cover		

% Bare Ground in Herb Stratum 100

Dominance Test worksheet:

Number of Dominant Species That Are OBL, FACW, or FAC (excluding FAC−): 2 (A)

Total Number of Dominant Species Across All Strata: 2 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 100.00 (A/B)

Prevalence Index worksheet:

Total % Cover of:		Multiply by:	
OBL species	0	x 1 =	0
FACW species	0	x 2 =	0
FAC species	105	x 3 =	315
FACU species	0	x 4 =	0
UPL species	0	x 5 =	0
Column Totals:	105 (A)		315 (B)

Prevalence Index = B/A = 3.00

Hydrophytic Vegetation Indicators:

___ 1 - Rapid Test for Hydrophytic Vegetation

✔ 2 - Dominance Test is >50%

___ 3 - Prevalence Index is ≤3.0[1]

___ 4 - Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)

___ Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Hydrophytic Vegetation Present? Yes ✔ No _____

Remarks:

SOIL

Sampling Point: DP-01

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (inches)	Matrix Color (moist)	Matrix %	Redox Features Color (moist)	Redox Features %	Type[1]	Loc[2]	Texture	Remarks
0 - 18	10YR 4/2	100					Silty Clay	
-								
-								
-								
-								
-								
-								
-								

[1]Type: C=Concentration, D=Depletion, RM=Reduced Matrix, CS=Covered or Coated Sand Grains. [2]Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators: (Applicable to all LRRs, unless otherwise noted.)

- ___ Histosol (A1)
- ___ Histic Epipedon (A2)
- ___ Black Histic (A3)
- ___ Hydrogen Sulfide (A4)
- ___ Stratified Layers (A5) (**LRR F**)
- ___ 1 cm Muck (A9) (**LRR F, G, H**)
- ___ Depleted Below Dark Surface (A11)
- ___ Thick Dark Surface (A12)
- ___ Sandy Mucky Mineral (S1)
- ___ 2.5 cm Mucky Peat or Peat (S2) (**LRR G, H**)
- ___ 5 cm Mucky Peat or Peat (S3) (**LRR F**)
- ___ Sandy Gleyed Matrix (S4)
- ___ Sandy Redox (S5)
- ___ Stripped Matrix (S6)
- ___ Loamy Mucky Mineral (F1)
- ___ Loamy Gleyed Matrix (F2)
- ___ Depleted Matrix (F3)
- ___ Redox Dark Surface (F6)
- ___ Depleted Dark Surface (F7)
- ___ Redox Depressions (F8)
- ___ High Plains Depressions (F16) (**MLRA 72 & 73 of LRR H**)

Indicators for Problematic Hydric Soils[3]:

- ___ 1 cm Muck (A9) (**LRR I, J**)
- ___ Coast Prairie Redox (A16) (**LRR F, G, H**)
- ___ Dark Surface (S7) (**LRR G**)
- ___ High Plains Depressions (F16) (**LRR H outside of MLRA 72 & 73**)
- ___ Reduced Vertic (F18)
- ___ Red Parent Material (TF2)
- ___ Very Shallow Dark Surface (TF12)
- ___ Other (Explain in Remarks)

[3]Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if present):

Type: _____

Depth (inches): _____

Hydric Soil Present? Yes _____ No ✔

Remarks:

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one required; check all that apply)

- ___ Surface Water (A1)
- ___ High Water Table (A2)
- ___ Saturation (A3)
- ___ Water Marks (B1)
- ___ Sediment Deposits (B2)
- ___ Drift Deposits (B3)
- ___ Algal Mat or Crust (B4)
- ___ Iron Deposits (B5)
- ___ Inundation Vis ble on Aerial Imagery (B7)
- ___ Water-Stained Leaves (B9)
- ___ Salt Crust (B11)
- ___ Aquatic Invertebrates (B13)
- ___ Hydrogen Sulfide Odor (C1)
- ___ Dry-Season Water Table (C2)
- ___ Oxidized Rhizospheres on Living Roots (C3) (**where not tilled**)
- ___ Presence of Reduced Iron (C4)
- ___ Thin Muck Surface (C7)
- ___ Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- ___ Surface Soil Cracks (B6)
- ___ Sparsely Vegetated Concave Surface (B8)
- ___ Drainage Patterns (B10)
- ___ Oxidized Rhizospheres on Living Roots (C3) (**where tilled**)
- ___ Crayfish Burrows (C8)
- ___ Saturation Visible on Aerial Imagery (C9)
- ___ Geomorphic Position (D2)
- ___ FAC-Neutral Test (D5)
- ___ Frost-Heave Hummocks (D7) (**LRR F**)

Field Observations:

Surface Water Present? Yes _____ No ✔ Depth (inches): _____

Water Table Present? Yes _____ No ✔ Depth (inches): _____

Saturation Present? (includes capillary fringe) Yes _____ No ✔ Depth (inches): _____

Wetland Hydrology Present? Yes _____ No ✔

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

Datapoint Photograph

DP-01: View of upland scrub-shrub vegetation community. Photo taken on October 15, 2024.

WETLAND DETERMINATION DATA FORM – Great Plains Region

Project/Site: E WilCo Hwy Seg 6 City/County: Williamson County Sampling Date: 2024-10-15

Applicant/Owner: Williamson County State: Texas Sampling Point: DP-02

Investigator(s): P. Van Zandt Section, Township, Range:

Landform (hillslope, terrace, etc.): Upland, Flat Local relief (concave, convex, none): None Slope (%): 1

Subregion (LRR): J 86A Lat: 30.64314575 Long: -97.52222002 Datum: WGS 84

Soil Map Unit Name: BrA - Branyon clay, 0 to 1 percent slopes NWI classification: NA

Are climatic / hydrologic conditions on the site typical for this time of year? Yes ✔ No _____ (If no, explain in Remarks.)

Are Vegetation _____, Soil _____, or Hydrology _____ significantly disturbed? Are "Normal Circumstances" present? Yes ✔ No _____

Are Vegetation _____, Soil _____, or Hydrology _____ naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes _____	No ✔	**Is the Sampled Area within a Wetland?** Yes _____ No ✔
Hydric Soil Present?	Yes _____	No ✔	
Wetland Hydrology Present?	Yes _____	No ✔	

Remarks:

Upland scrub-shrub vegetation community.

VEGETATION – Use scientific names of plants.

Tree Stratum (Plot size: 15 ft r)	Absolute % Cover	Dominant Species?	Indicator Status
1. Arundo donax	96	✔	FAC
2. Celtis laevigata	2		FAC
3. Melia azedarach	2		FACU
4.			
	100	= Total Cover	
Sapling/Shrub Stratum (Plot size: 15 ft r)			
1.			
2.			
3.			
4.			
5.			
	_____	= Total Cover	
Herb Stratum (Plot size: 15 ft r)			
1. Ambrosia trifida	10	✔	FAC
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
	10	= Total Cover	
Woody Vine Stratum (Plot size: 15 ft r)			
1. Toxicodendron radicans	5	✔	FACU
2. Vitis mustangensis	2	✔	UPL
	7	= Total Cover	

% Bare Ground in Herb Stratum 90

Dominance Test worksheet:

Number of Dominant Species That Are OBL, FACW, or FAC (excluding FAC−): 2 (A)

Total Number of Dominant Species Across All Strata: 4 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 50.00 (A/B)

Prevalence Index worksheet:

Total % Cover of:		Multiply by:	
OBL species	0	x 1 =	0
FACW species	0	x 2 =	0
FAC species	108	x 3 =	324
FACU species	7	x 4 =	28
UPL species	2	x 5 =	10
Column Totals:	117 (A)		362 (B)

Prevalence Index = B/A = 3.09

Hydrophytic Vegetation Indicators:

___ 1 - Rapid Test for Hydrophytic Vegetation

___ 2 - Dominance Test is >50%

___ 3 - Prevalence Index is ≤3.0[1]

___ 4 - Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)

___ Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Hydrophytic Vegetation Present? Yes _____ No ✔

Remarks:

SOIL

Sampling Point: DP-02

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (inches)	Matrix Color (moist)	Matrix %	Redox Features Color (moist)	Redox Features %	Type[1]	Loc[2]	Texture	Remarks
0 - 18	10YR 4/2	100					Silty Clay	
-								
-								
-								
-								
-								
-								
-								

[1]Type: C=Concentration, D=Depletion, RM=Reduced Matrix, CS=Covered or Coated Sand Grains. [2]Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators: (Applicable to all LRRs, unless otherwise noted.)

- ___ Histosol (A1)
- ___ Histic Epipedon (A2)
- ___ Black Histic (A3)
- ___ Hydrogen Sulfide (A4)
- ___ Stratified Layers (A5) (**LRR F**)
- ___ 1 cm Muck (A9) (**LRR F, G, H**)
- ___ Depleted Below Dark Surface (A11)
- ___ Thick Dark Surface (A12)
- ___ Sandy Mucky Mineral (S1)
- ___ 2.5 cm Mucky Peat or Peat (S2) (**LRR G, H**)
- ___ 5 cm Mucky Peat or Peat (S3) (**LRR F**)
- ___ Sandy Gleyed Matrix (S4)
- ___ Sandy Redox (S5)
- ___ Stripped Matrix (S6)
- ___ Loamy Mucky Mineral (F1)
- ___ Loamy Gleyed Matrix (F2)
- ___ Depleted Matrix (F3)
- ___ Redox Dark Surface (F6)
- ___ Depleted Dark Surface (F7)
- ___ Redox Depressions (F8)
- ___ High Plains Depressions (F16) (**MLRA 72 & 73 of LRR H**)

Indicators for Problematic Hydric Soils[3]:

- ___ 1 cm Muck (A9) (**LRR I, J**)
- ___ Coast Prairie Redox (A16) (**LRR F, G, H**)
- ___ Dark Surface (S7) (**LRR G**)
- ___ High Plains Depressions (F16) (**LRR H outside of MLRA 72 & 73**)
- ___ Reduced Vertic (F18)
- ___ Red Parent Material (TF2)
- ___ Very Shallow Dark Surface (TF12)
- ___ Other (Explain in Remarks)

[3]Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if present):

Type: _____

Depth (inches): _____

Hydric Soil Present? Yes _____ No ✔

Remarks:

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one required; check all that apply)

- ___ Surface Water (A1)
- ___ High Water Table (A2)
- ___ Saturation (A3)
- ___ Water Marks (B1)
- ___ Sediment Deposits (B2)
- ___ Drift Deposits (B3)
- ___ Algal Mat or Crust (B4)
- ___ Iron Deposits (B5)
- ___ Inundation Vis ble on Aerial Imagery (B7)
- ___ Water-Stained Leaves (B9)
- ___ Salt Crust (B11)
- ___ Aquatic Invertebrates (B13)
- ___ Hydrogen Sulfide Odor (C1)
- ___ Dry-Season Water Table (C2)
- ___ Oxidized Rhizospheres on Living Roots (C3) (**where not tilled**)
- ___ Presence of Reduced Iron (C4)
- ___ Thin Muck Surface (C7)
- ___ Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- ___ Surface Soil Cracks (B6)
- ___ Sparsely Vegetated Concave Surface (B8)
- ___ Drainage Patterns (B10)
- ___ Oxidized Rhizospheres on Living Roots (C3) (**where tilled**)
- ___ Crayfish Burrows (C8)
- ___ Saturation Visible on Aerial Imagery (C9)
- ___ Geomorphic Position (D2)
- ___ FAC-Neutral Test (D5)
- ___ Frost-Heave Hummocks (D7) (**LRR F**)

Field Observations:

Surface Water Present? Yes _____ No ✔ Depth (inches): _____

Water Table Present? Yes _____ No ✔ Depth (inches): _____

Saturation Present? (includes capillary fringe) Yes _____ No ✔ Depth (inches): _____

Wetland Hydrology Present? Yes _____ No ✔

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

Datapoint Photograph

DP-02: View of upland scrub-shrub vegetation community. Photo taken on October 15, 2024.

WETLAND DETERMINATION DATA FORM – Great Plains Region

Project/Site: E WilCo Hwy Seg 6 City/County: Williamson County Sampling Date: 2024-10-15

Applicant/Owner: Williamson County State: Texas Sampling Point: DP-03

Investigator(s): P. Van Zandt Section, Township, Range:

Landform (hillslope, terrace, etc.): Upland, Flat Local relief (concave, convex, none): None Slope (%): 1

Subregion (LRR): J 86A Lat: 30.64347974 Long: -97.52287456 Datum: WGS 84

Soil Map Unit Name: BrA - Branyon clay, 0 to 1 percent slopes NWI classification: NA

Are climatic / hydrologic conditions on the site typical for this time of year? Yes ✔ No _____ (If no, explain in Remarks.)

Are Vegetation _____, Soil _____, or Hydrology _____ significantly disturbed? Are "Normal Circumstances" present? Yes ✔ No _____

Are Vegetation _____, Soil _____, or Hydrology _____ naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes _____	No ✔	**Is the Sampled Area within a Wetland?** Yes _____ No ✔
Hydric Soil Present?	Yes _____	No ✔	
Wetland Hydrology Present?	Yes _____	No ✔	

Remarks:

Upland herbaceous vegetation community.

VEGETATION – Use scientific names of plants.

Tree Stratum (Plot size: 15 ft r)	Absolute % Cover	Dominant Species?	Indicator Status
1.			
2.			
3.			
4.			
	_____ = Total Cover		
Sapling/Shrub Stratum (Plot size: 15 ft r)			
1.			
2.			
3.			
4.			
5.			
	_____ = Total Cover		
Herb Stratum (Plot size: 15 ft r)			
1. Sorghum halepense	60	✔	FACU
2. Ambrosia trifida	20	✔	FAC
3. Zea mays	20	✔	UPL
4.			
5.			
6.			
7.			
8.			
9.			
10.			
	100 = Total Cover		
Woody Vine Stratum (Plot size: 15 ft r)			
1.			
2.			
	_____ = Total Cover		

% Bare Ground in Herb Stratum 0

Dominance Test worksheet:

Number of Dominant Species That Are OBL, FACW, or FAC (excluding FAC−): 1 (A)

Total Number of Dominant Species Across All Strata: 3 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 33.33 (A/B)

Prevalence Index worksheet:

Total % Cover of:		Multiply by:	
OBL species	0	x 1 =	0
FACW species	0	x 2 =	0
FAC species	20	x 3 =	60
FACU species	60	x 4 =	240
UPL species	20	x 5 =	100
Column Totals:	100 (A)		400 (B)

Prevalence Index = B/A = 4.00

Hydrophytic Vegetation Indicators:

___ 1 - Rapid Test for Hydrophytic Vegetation

___ 2 - Dominance Test is >50%

___ 3 - Prevalence Index is ≤3.0[1]

___ 4 - Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)

___ Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Hydrophytic Vegetation Present? Yes _____ No ✔

Remarks:

SOIL

Sampling Point: DP-03

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (inches)	Matrix Color (moist)	Matrix %	Redox Features Color (moist)	Redox Features %	Redox Features Type[1]	Redox Features Loc[2]	Texture	Remarks
0 - 18	10YR 4/2	100					Silty Clay	
-								
-								
-								
-								
-								
-								
-								

[1]Type: C=Concentration, D=Depletion, RM=Reduced Matrix, CS=Covered or Coated Sand Grains. [2]Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators: (Applicable to all LRRs, unless otherwise noted.)

- ___ Histosol (A1)
- ___ Histic Epipedon (A2)
- ___ Black Histic (A3)
- ___ Hydrogen Sulfide (A4)
- ___ Stratified Layers (A5) (**LRR F**)
- ___ 1 cm Muck (A9) (**LRR F, G, H**)
- ___ Depleted Below Dark Surface (A11)
- ___ Thick Dark Surface (A12)
- ___ Sandy Mucky Mineral (S1)
- ___ 2.5 cm Mucky Peat or Peat (S2) (**LRR G, H**)
- ___ 5 cm Mucky Peat or Peat (S3) (**LRR F**)
- ___ Sandy Gleyed Matrix (S4)
- ___ Sandy Redox (S5)
- ___ Stripped Matrix (S6)
- ___ Loamy Mucky Mineral (F1)
- ___ Loamy Gleyed Matrix (F2)
- ___ Depleted Matrix (F3)
- ___ Redox Dark Surface (F6)
- ___ Depleted Dark Surface (F7)
- ___ Redox Depressions (F8)
- ___ High Plains Depressions (F16) (**MLRA 72 & 73 of LRR H**)

Indicators for Problematic Hydric Soils[3]:

- ___ 1 cm Muck (A9) (**LRR I, J**)
- ___ Coast Prairie Redox (A16) (**LRR F, G, H**)
- ___ Dark Surface (S7) (**LRR G**)
- ___ High Plains Depressions (F16) (**LRR H outside of MLRA 72 & 73**)
- ___ Reduced Vertic (F18)
- ___ Red Parent Material (TF2)
- ___ Very Shallow Dark Surface (TF12)
- ___ Other (Explain in Remarks)

[3]Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if present):

Type: _____

Depth (inches): _____

Hydric Soil Present? Yes _____ No ✔

Remarks:

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one required; check all that apply)

- ___ Surface Water (A1)
- ___ High Water Table (A2)
- ___ Saturation (A3)
- ___ Water Marks (B1)
- ___ Sediment Deposits (B2)
- ___ Drift Deposits (B3)
- ___ Algal Mat or Crust (B4)
- ___ Iron Deposits (B5)
- ___ Inundation Vis ble on Aerial Imagery (B7)
- ___ Water-Stained Leaves (B9)
- ___ Salt Crust (B11)
- ___ Aquatic Invertebrates (B13)
- ___ Hydrogen Sulfide Odor (C1)
- ___ Dry-Season Water Table (C2)
- ___ Oxidized Rhizospheres on Living Roots (C3) (**where not tilled**)
- ___ Presence of Reduced Iron (C4)
- ___ Thin Muck Surface (C7)
- ___ Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- ___ Surface Soil Cracks (B6)
- ___ Sparsely Vegetated Concave Surface (B8)
- ___ Drainage Patterns (B10)
- ___ Oxidized Rhizospheres on Living Roots (C3) (**where tilled**)
- ___ Crayfish Burrows (C8)
- ___ Saturation Visible on Aerial Imagery (C9)
- ___ Geomorphic Position (D2)
- ___ FAC-Neutral Test (D5)
- ___ Frost-Heave Hummocks (D7) (**LRR F**)

Field Observations:

Surface Water Present? Yes _____ No ✔ Depth (inches): _____

Water Table Present? Yes _____ No ✔ Depth (inches): _____

Saturation Present? (includes capillary fringe) Yes _____ No ✔ Depth (inches): _____

Wetland Hydrology Present? Yes _____ No ✔

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

Datapoint Photograph

DP-03: View of upland herbaceous (agricultural) vegetation community. Photo taken on October 15, 2024.

WETLAND DETERMINATION DATA FORM – Great Plains Region

Project/Site: E WilCo Hwy Seg 6 City/County: Williamson County Sampling Date: 2024-10-15

Applicant/Owner: Williamson County State: Texas Sampling Point: DP-04

Investigator(s): P. Van Zandt Section, Township, Range:

Landform (hillslope, terrace, etc.): Upland, Flat Local relief (concave, convex, none): None Slope (%): 1

Subregion (LRR): J 86A Lat: 30.6500584 Long: -97.52742161 Datum: WGS 84

Soil Map Unit Name: HoB - Houston Black clay, 1 to 3 percent slopes NWI classification: PEM1C

Are climatic / hydrologic conditions on the site typical for this time of year? Yes ✔ No _____ (If no, explain in Remarks.)

Are Vegetation _____, Soil _____, or Hydrology _____ significantly disturbed? Are "Normal Circumstances" present? Yes ✔ No _____

Are Vegetation _____, Soil _____, or Hydrology _____ naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes ✔	No _____	**Is the Sampled Area within a Wetland?** Yes _____ No ✔
Hydric Soil Present?	Yes _____	No ✔	
Wetland Hydrology Present?	Yes _____	No ✔	

Remarks:

Upland woodland vegetation community.

VEGETATION – Use scientific names of plants.

Tree Stratum (Plot size: 15 ft r)	Absolute % Cover	Dominant Species?	Indicator Status
1. Celtis laevigata	40	✔	FAC
2.			
3.			
4.			
	40 = Total Cover		
Sapling/Shrub Stratum (Plot size: 15 ft r)			
1. Celtis laevigata	20	✔	FAC
2.			
3.			
4.			
5.			
	20 = Total Cover		
Herb Stratum (Plot size: 15 ft r)			
1. Sorghum halepense	40	✔	FACU
2. Ambrosia trifida	20	✔	FAC
3. Xanthium orientale	10		UPL
4.			
5.			
6.			
7.			
8.			
9.			
10.			
	70 = Total Cover		
Woody Vine Stratum (Plot size: 15 ft r)			
1.			
2.			
	_____ = Total Cover		

% Bare Ground in Herb Stratum 30

Dominance Test worksheet:

Number of Dominant Species That Are OBL, FACW, or FAC (excluding FAC−): 3 (A)

Total Number of Dominant Species Across All Strata: 4 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 75.00 (A/B)

Prevalence Index worksheet:

Total % Cover of:		Multiply by:	
OBL species	0	x 1 =	0
FACW species	0	x 2 =	0
FAC species	80	x 3 =	240
FACU species	40	x 4 =	160
UPL species	10	x 5 =	50
Column Totals:	130 (A)		450 (B)

Prevalence Index = B/A = 3.46

Hydrophytic Vegetation Indicators:

___ 1 - Rapid Test for Hydrophytic Vegetation

✔ 2 - Dominance Test is >50%

___ 3 - Prevalence Index is ≤3.0[1]

___ 4 - Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)

___ Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Hydrophytic Vegetation Present? Yes ✔ No _____

Remarks:

SOIL

Sampling Point: DP-04

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (inches)	Matrix Color (moist)	Matrix %	Redox Features Color (moist)	Redox Features %	Type[1]	Loc[2]	Texture	Remarks
0 - 18	10YR 3/2	100					Silty Clay	
-								
-								
-								
-								
-								
-								
-								

[1]Type: C=Concentration, D=Depletion, RM=Reduced Matrix, CS=Covered or Coated Sand Grains. [2]Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators: (Applicable to all LRRs, unless otherwise noted.)

- ___ Histosol (A1)
- ___ Histic Epipedon (A2)
- ___ Black Histic (A3)
- ___ Hydrogen Sulfide (A4)
- ___ Stratified Layers (A5) (**LRR F**)
- ___ 1 cm Muck (A9) (**LRR F, G, H**)
- ___ Depleted Below Dark Surface (A11)
- ___ Thick Dark Surface (A12)
- ___ Sandy Mucky Mineral (S1)
- ___ 2.5 cm Mucky Peat or Peat (S2) (**LRR G, H**)
- ___ 5 cm Mucky Peat or Peat (S3) (**LRR F**)
- ___ Sandy Gleyed Matrix (S4)
- ___ Sandy Redox (S5)
- ___ Stripped Matrix (S6)
- ___ Loamy Mucky Mineral (F1)
- ___ Loamy Gleyed Matrix (F2)
- ___ Depleted Matrix (F3)
- ___ Redox Dark Surface (F6)
- ___ Depleted Dark Surface (F7)
- ___ Redox Depressions (F8)
- ___ High Plains Depressions (F16) (**MLRA 72 & 73 of LRR H**)

Indicators for Problematic Hydric Soils[3]:

- ___ 1 cm Muck (A9) (**LRR I, J**)
- ___ Coast Prairie Redox (A16) (**LRR F, G, H**)
- ___ Dark Surface (S7) (**LRR G**)
- ___ High Plains Depressions (F16) (**LRR H outside of MLRA 72 & 73**)
- ___ Reduced Vertic (F18)
- ___ Red Parent Material (TF2)
- ___ Very Shallow Dark Surface (TF12)
- ___ Other (Explain in Remarks)

[3]Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if present):

Type: _____

Depth (inches): _____

Hydric Soil Present? Yes _____ No ✔

Remarks:

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one required; check all that apply)

- ___ Surface Water (A1)
- ___ High Water Table (A2)
- ___ Saturation (A3)
- ___ Water Marks (B1)
- ___ Sediment Deposits (B2)
- ___ Drift Deposits (B3)
- ___ Algal Mat or Crust (B4)
- ___ Iron Deposits (B5)
- ___ Inundation Vis ble on Aerial Imagery (B7)
- ___ Water-Stained Leaves (B9)
- ___ Salt Crust (B11)
- ___ Aquatic Invertebrates (B13)
- ___ Hydrogen Sulfide Odor (C1)
- ___ Dry-Season Water Table (C2)
- ___ Oxidized Rhizospheres on Living Roots (C3) (**where not tilled**)
- ___ Presence of Reduced Iron (C4)
- ___ Thin Muck Surface (C7)
- ___ Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- ___ Surface Soil Cracks (B6)
- ___ Sparsely Vegetated Concave Surface (B8)
- ___ Drainage Patterns (B10)
- ___ Oxidized Rhizospheres on Living Roots (C3) (**where tilled**)
- ___ Crayfish Burrows (C8)
- ___ Saturation Visible on Aerial Imagery (C9)
- ___ Geomorphic Position (D2)
- ___ FAC-Neutral Test (D5)
- ___ Frost-Heave Hummocks (D7) (**LRR F**)

Field Observations:

Surface Water Present? Yes _____ No ✔ Depth (inches): _____

Water Table Present? Yes _____ No ✔ Depth (inches): _____

Saturation Present? (includes capillary fringe) Yes _____ No ✔ Depth (inches): _____

Wetland Hydrology Present? Yes _____ No ✔

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

Datapoint Photograph

DP-04: View of upland woodland vegetation community. Photo taken on October 15, 2024.

WETLAND DETERMINATION DATA FORM – Great Plains Region

Project/Site: E WilCo Hwy Seg 6 City/County: Williamson County Sampling Date: 2024-10-15

Applicant/Owner: Williamson County State: Texas Sampling Point: DP-05

Investigator(s): P. Van Zandt Section, Township, Range:

Landform (hillslope, terrace, etc.): Upland, Flat Local relief (concave, convex, none): None Slope (%): 1

Subregion (LRR): J 86A Lat: 30.65080095 Long: -97.52685797 Datum: WGS 84

Soil Map Unit Name: HoB - Houston Black clay, 1 to 3 percent slopes NWI classification: PEM1C

Are climatic / hydrologic conditions on the site typical for this time of year? Yes ✔ No _____ (If no, explain in Remarks.)

Are Vegetation _____, Soil _____, or Hydrology _____ significantly disturbed? Are "Normal Circumstances" present? Yes ✔ No _____

Are Vegetation _____, Soil _____, or Hydrology _____ naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes _____	No ✔	**Is the Sampled Area within a Wetland?** Yes _____ No ✔
Hydric Soil Present?	Yes _____	No ✔	
Wetland Hydrology Present?	Yes _____	No ✔	

Remarks:

Upland herbaceous vegetation community.

VEGETATION – Use scientific names of plants.

Tree Stratum (Plot size: 15 ft r)	Absolute % Cover	Dominant Species?	Indicator Status
1.			
2.			
3.			
4.			
	_____ = Total Cover		
Sapling/Shrub Stratum (Plot size: 15 ft r)			
1. Celtis laevigata	20	✔	FAC
2.			
3.			
4.			
5.			
	20 = Total Cover		
Herb Stratum (Plot size: 15 ft r)			
1. Sorghum halepense	40	✔	FACU
2. Ambrosia trifida	20	✔	FAC
3. Xanthium orientale	20	✔	UPL
4.			
5.			
6.			
7.			
8.			
9.			
10.			
	80 = Total Cover		
Woody Vine Stratum (Plot size: 15 ft r)			
1.			
2.			
	_____ = Total Cover		

% Bare Ground in Herb Stratum 20

Dominance Test worksheet:

Number of Dominant Species That Are OBL, FACW, or FAC (excluding FAC−): 2 (A)

Total Number of Dominant Species Across All Strata: 4 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 50.00 (A/B)

Prevalence Index worksheet:

Total % Cover of:		Multiply by:	
OBL species	0	x 1 =	0
FACW species	0	x 2 =	0
FAC species	40	x 3 =	120
FACU species	40	x 4 =	160
UPL species	20	x 5 =	100
Column Totals:	100 (A)		380 (B)

Prevalence Index = B/A = 3.80

Hydrophytic Vegetation Indicators:

___ 1 - Rapid Test for Hydrophytic Vegetation

___ 2 - Dominance Test is >50%

___ 3 - Prevalence Index is ≤3.0[1]

___ 4 - Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)

___ Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Hydrophytic Vegetation Present? Yes _____ No ✔

Remarks:

SOIL

Sampling Point: DP-05

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (inches)	Matrix Color (moist)	Matrix %	Redox Features Color (moist)	Redox Features %	Type[1]	Loc[2]	Texture	Remarks
0 - 18	10YR 3/2	100					Silty Clay	
-								
-								
-								
-								
-								
-								
-								

[1]Type: C=Concentration, D=Depletion, RM=Reduced Matrix, CS=Covered or Coated Sand Grains. [2]Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators: (Applicable to all LRRs, unless otherwise noted.)

- ___ Histosol (A1)
- ___ Histic Epipedon (A2)
- ___ Black Histic (A3)
- ___ Hydrogen Sulfide (A4)
- ___ Stratified Layers (A5) (**LRR F**)
- ___ 1 cm Muck (A9) (**LRR F, G, H**)
- ___ Depleted Below Dark Surface (A11)
- ___ Thick Dark Surface (A12)
- ___ Sandy Mucky Mineral (S1)
- ___ 2.5 cm Mucky Peat or Peat (S2) (**LRR G, H**)
- ___ 5 cm Mucky Peat or Peat (S3) (**LRR F**)
- ___ Sandy Gleyed Matrix (S4)
- ___ Sandy Redox (S5)
- ___ Stripped Matrix (S6)
- ___ Loamy Mucky Mineral (F1)
- ___ Loamy Gleyed Matrix (F2)
- ___ Depleted Matrix (F3)
- ___ Redox Dark Surface (F6)
- ___ Depleted Dark Surface (F7)
- ___ Redox Depressions (F8)
- ___ High Plains Depressions (F16) (**MLRA 72 & 73 of LRR H**)

Indicators for Problematic Hydric Soils[3]:

- ___ 1 cm Muck (A9) (**LRR I, J**)
- ___ Coast Prairie Redox (A16) (**LRR F, G, H**)
- ___ Dark Surface (S7) (**LRR G**)
- ___ High Plains Depressions (F16) (**LRR H outside of MLRA 72 & 73**)
- ___ Reduced Vertic (F18)
- ___ Red Parent Material (TF2)
- ___ Very Shallow Dark Surface (TF12)
- ___ Other (Explain in Remarks)

[3]Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if present):

Type: _____

Depth (inches): _____

Hydric Soil Present? Yes _____ No ✔

Remarks:

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one required; check all that apply)

- ___ Surface Water (A1)
- ___ High Water Table (A2)
- ___ Saturation (A3)
- ___ Water Marks (B1)
- ___ Sediment Deposits (B2)
- ___ Drift Deposits (B3)
- ___ Algal Mat or Crust (B4)
- ___ Iron Deposits (B5)
- ___ Inundation Vis ble on Aerial Imagery (B7)
- ___ Water-Stained Leaves (B9)
- ___ Salt Crust (B11)
- ___ Aquatic Invertebrates (B13)
- ___ Hydrogen Sulfide Odor (C1)
- ___ Dry-Season Water Table (C2)
- ___ Oxidized Rhizospheres on Living Roots (C3) (**where not tilled**)
- ___ Presence of Reduced Iron (C4)
- ___ Thin Muck Surface (C7)
- ___ Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- ___ Surface Soil Cracks (B6)
- ___ Sparsely Vegetated Concave Surface (B8)
- ___ Drainage Patterns (B10)
- ___ Oxidized Rhizospheres on Living Roots (C3) (**where tilled**)
- ___ Crayfish Burrows (C8)
- ___ Saturation Visible on Aerial Imagery (C9)
- ___ Geomorphic Position (D2)
- ___ FAC-Neutral Test (D5)
- ___ Frost-Heave Hummocks (D7) (**LRR F**)

Field Observations:

Surface Water Present? Yes _____ No ✔ Depth (inches): _____

Water Table Present? Yes _____ No ✔ Depth (inches): _____

Saturation Present? (includes capillary fringe) Yes _____ No ✔ Depth (inches): _____

Wetland Hydrology Present? Yes _____ No ✔

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

Datapoint Photograph

DP-05: View of upland herbaceous vegetation community. Photo taken on October 15, 2024.

WETLAND DETERMINATION DATA FORM – Great Plains Region

Project/Site: E WilCo Hwy Seg 6 City/County: Williamson County Sampling Date: 2024-10-18

Applicant/Owner: Williamson County State: Texas Sampling Point: DP-06

Investigator(s): P. Van Zandt Section, Township, Range:

Landform (hillslope, terrace, etc.): Ditch Local relief (concave, convex, none): Concave Slope (%): 2

Subregion (LRR): J 86A Lat: 30.66151223 Long: -97.53184266 Datum: WGS 84

Soil Map Unit Name: HoB - Houston Black clay, 1 to 3 percent slopes NWI classification: PEM1C

Are climatic / hydrologic conditions on the site typical for this time of year? Yes ✔ No _____ (If no, explain in Remarks.)

Are Vegetation _____, Soil _____, or Hydrology _____ significantly disturbed? Are "Normal Circumstances" present? Yes ✔ No _____

Are Vegetation _____, Soil _____, or Hydrology _____ naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes _____	No ✔	**Is the Sampled Area within a Wetland?** Yes _____ No ✔
Hydric Soil Present?	Yes _____	No ✔	
Wetland Hydrology Present?	Yes ✔	No _____	

Remarks:

Sampled within a ditch. Upland herbaceous vegetation community.

VEGETATION – Use scientific names of plants.

Tree Stratum (Plot size: 15 ft r)	Absolute % Cover	Dominant Species?	Indicator Status
1.			
2.			
3.			
4.			
	_____ = Total Cover		
Sapling/Shrub Stratum (Plot size: 15 ft r)			
1. Arundo donax	15	✔	FAC
2.			
3.			
4.			
5.			
	15 = Total Cover		
Herb Stratum (Plot size: 15 ft r)			
1. Cynodon dactylon	80	✔	FACU
2. Sorghum halepense	15		FACU
3. Parthenium hysterophorus	5		FAC
4.			
5.			
6.			
7.			
8.			
9.			
10.			
	100 = Total Cover		
Woody Vine Stratum (Plot size: 15 ft r)			
1.			
2.			
	_____ = Total Cover		

% Bare Ground in Herb Stratum 0

Dominance Test worksheet:

Number of Dominant Species That Are OBL, FACW, or FAC (excluding FAC−): 1 (A)

Total Number of Dominant Species Across All Strata: 2 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 50.00 (A/B)

Prevalence Index worksheet:

Total % Cover of:		Multiply by:	
OBL species	0	x 1 =	0
FACW species	0	x 2 =	0
FAC species	20	x 3 =	60
FACU species	95	x 4 =	380
UPL species	0	x 5 =	0
Column Totals:	115 (A)		440 (B)

Prevalence Index = B/A = 3.82

Hydrophytic Vegetation Indicators:

___ 1 - Rapid Test for Hydrophytic Vegetation

___ 2 - Dominance Test is >50%

___ 3 - Prevalence Index is ≤3.0[1]

___ 4 - Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)

___ Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Hydrophytic Vegetation Present? Yes _____ No ✔

Remarks:

SOIL

Sampling Point: DP-06

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (inches)	Matrix Color (moist)	Matrix %	Redox Features Color (moist)	Redox Features %	Type[1]	Loc[2]	Texture	Remarks
0 - 16	10YR 4/2	100					Silty Clay	
-								
-								
-								
-								
-								
-								
-								

[1]Type: C=Concentration, D=Depletion, RM=Reduced Matrix, CS=Covered or Coated Sand Grains. [2]Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators: (Applicable to all LRRs, unless otherwise noted.)

- ___ Histosol (A1)
- ___ Histic Epipedon (A2)
- ___ Black Histic (A3)
- ___ Hydrogen Sulfide (A4)
- ___ Stratified Layers (A5) (**LRR F**)
- ___ 1 cm Muck (A9) (**LRR F, G, H**)
- ___ Depleted Below Dark Surface (A11)
- ___ Thick Dark Surface (A12)
- ___ Sandy Mucky Mineral (S1)
- ___ 2.5 cm Mucky Peat or Peat (S2) (**LRR G, H**)
- ___ 5 cm Mucky Peat or Peat (S3) (**LRR F**)
- ___ Sandy Gleyed Matrix (S4)
- ___ Sandy Redox (S5)
- ___ Stripped Matrix (S6)
- ___ Loamy Mucky Mineral (F1)
- ___ Loamy Gleyed Matrix (F2)
- ___ Depleted Matrix (F3)
- ___ Redox Dark Surface (F6)
- ___ Depleted Dark Surface (F7)
- ___ Redox Depressions (F8)
- ___ High Plains Depressions (F16) (**MLRA 72 & 73 of LRR H**)

Indicators for Problematic Hydric Soils[3]:

- ___ 1 cm Muck (A9) (**LRR I, J**)
- ___ Coast Prairie Redox (A16) (**LRR F, G, H**)
- ___ Dark Surface (S7) (**LRR G**)
- ___ High Plains Depressions (F16) (**LRR H outside of MLRA 72 & 73**)
- ___ Reduced Vertic (F18)
- ___ Red Parent Material (TF2)
- ___ Very Shallow Dark Surface (TF12)
- ___ Other (Explain in Remarks)

[3]Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if present):

Type: _____

Depth (inches): _____

Hydric Soil Present? **Yes** _____ **No** ✔

Remarks:

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one required; check all that apply)

- ___ Surface Water (A1)
- ___ High Water Table (A2)
- ___ Saturation (A3)
- ___ Water Marks (B1)
- ___ Sediment Deposits (B2)
- ___ Drift Deposits (B3)
- ___ Algal Mat or Crust (B4)
- ___ Iron Deposits (B5)
- ___ Inundation Vis ble on Aerial Imagery (B7)
- ___ Water-Stained Leaves (B9)
- ___ Salt Crust (B11)
- ___ Aquatic Invertebrates (B13)
- ___ Hydrogen Sulfide Odor (C1)
- ___ Dry-Season Water Table (C2)
- ___ Oxidized Rhizospheres on Living Roots (C3) (**where not tilled**)
- ___ Presence of Reduced Iron (C4)
- ___ Thin Muck Surface (C7)
- ___ Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- ✔ Surface Soil Cracks (B6)
- ___ Sparsely Vegetated Concave Surface (B8)
- ✔ Drainage Patterns (B10)
- ___ Oxidized Rhizospheres on Living Roots (C3) (**where tilled**)
- ___ Crayfish Burrows (C8)
- ___ Saturation Visible on Aerial Imagery (C9)
- ✔ Geomorphic Position (D2)
- ___ FAC-Neutral Test (D5)
- ___ Frost-Heave Hummocks (D7) (**LRR F**)

Field Observations:

Surface Water Present? Yes _____ No ✔ Depth (inches): _____

Water Table Present? Yes _____ No ✔ Depth (inches): _____

Saturation Present? (includes capillary fringe) Yes _____ No ✔ Depth (inches): _____

Wetland Hydrology Present? **Yes** ✔ **No** _____

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

Datapoint Photograph

DP-06: View of upland herbaceous (agricultural) vegetation community. Photo taken on October 18, 2024.

WETLAND DETERMINATION DATA FORM – Great Plains Region

Project/Site: E WilCo Hwy Seg 6 City/County: Williamson County Sampling Date: 2024-10-18

Applicant/Owner: Williamson County State: Texas Sampling Point: DP-07

Investigator(s): P. Van Zandt Section, Township, Range:

Landform (hillslope, terrace, etc.): Upland, Flat Local relief (concave, convex, none): None Slope (%): 1

Subregion (LRR): J 86A Lat: 30.67000001 Long: -97.5362585 Datum: WGS 84

Soil Map Unit Name: HoB - Houston Black clay, 1 to 3 percent slopes NWI classification: N/A

Are climatic / hydrologic conditions on the site typical for this time of year? Yes ✔ No _____ (If no, explain in Remarks.)

Are Vegetation _____, Soil _____, or Hydrology _____ significantly disturbed? Are "Normal Circumstances" present? Yes ✔ No _____

Are Vegetation _____, Soil _____, or Hydrology _____ naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes _____	No ✔	**Is the Sampled Area within a Wetland?** Yes _____ No ✔
Hydric Soil Present?	Yes _____	No ✔	
Wetland Hydrology Present?	Yes _____	No ✔	

Remarks:

Upland herbaceous vegetation community.

VEGETATION – Use scientific names of plants.

Tree Stratum (Plot size: 15 ft r)	Absolute % Cover	Dominant Species?	Indicator Status
1.			
2.			
3.			
4.			
	= Total Cover		
Sapling/Shrub Stratum (Plot size: 15 ft r)			
1.			
2.			
3.			
4.			
5.			
	= Total Cover		
Herb Stratum (Plot size: 15 ft r)			
1. Cynodon dactylon	60	✔	FACU
2. Bothriochloa ischaemum	40	✔	UPL
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
	100 = Total Cover		
Woody Vine Stratum (Plot size: 15 ft r)			
1.			
2.			
	= Total Cover		

% Bare Ground in Herb Stratum 0

Dominance Test worksheet:

Number of Dominant Species That Are OBL, FACW, or FAC (excluding FAC−): 0 (A)

Total Number of Dominant Species Across All Strata: 2 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 0.00 (A/B)

Prevalence Index worksheet:

Total % Cover of:		Multiply by:	
OBL species	0	x 1 =	0
FACW species	0	x 2 =	0
FAC species	0	x 3 =	0
FACU species	60	x 4 =	240
UPL species	40	x 5 =	200
Column Totals:	100 (A)		440 (B)

Prevalence Index = B/A = 4.40

Hydrophytic Vegetation Indicators:

___ 1 - Rapid Test for Hydrophytic Vegetation

___ 2 - Dominance Test is >50%

___ 3 - Prevalence Index is ≤3.0[1]

___ 4 - Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)

___ Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Hydrophytic Vegetation Present? Yes _____ No ✔

Remarks:

SOIL

Sampling Point: DP-07

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (inches)	Matrix Color (moist)	Matrix %	Redox Features Color (moist)	Redox Features %	Redox Features Type[1]	Redox Features Loc[2]	Texture	Remarks
0 - 16	10YR 4/2	100					Silty Clay	
-								
-								
-								
-								
-								
-								
-								

[1]Type: C=Concentration, D=Depletion, RM=Reduced Matrix, CS=Covered or Coated Sand Grains. [2]Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators: (Applicable to all LRRs, unless otherwise noted.)

- ___ Histosol (A1)
- ___ Histic Epipedon (A2)
- ___ Black Histic (A3)
- ___ Hydrogen Sulfide (A4)
- ___ Stratified Layers (A5) (**LRR F**)
- ___ 1 cm Muck (A9) (**LRR F, G, H**)
- ___ Depleted Below Dark Surface (A11)
- ___ Thick Dark Surface (A12)
- ___ Sandy Mucky Mineral (S1)
- ___ 2.5 cm Mucky Peat or Peat (S2) (**LRR G, H**)
- ___ 5 cm Mucky Peat or Peat (S3) (**LRR F**)
- ___ Sandy Gleyed Matrix (S4)
- ___ Sandy Redox (S5)
- ___ Stripped Matrix (S6)
- ___ Loamy Mucky Mineral (F1)
- ___ Loamy Gleyed Matrix (F2)
- ___ Depleted Matrix (F3)
- ___ Redox Dark Surface (F6)
- ___ Depleted Dark Surface (F7)
- ___ Redox Depressions (F8)
- ___ High Plains Depressions (F16) (**MLRA 72 & 73 of LRR H**)

Indicators for Problematic Hydric Soils[3]:

- ___ 1 cm Muck (A9) (**LRR I, J**)
- ___ Coast Prairie Redox (A16) (**LRR F, G, H**)
- ___ Dark Surface (S7) (**LRR G**)
- ___ High Plains Depressions (F16) (**LRR H outside of MLRA 72 & 73**)
- ___ Reduced Vertic (F18)
- ___ Red Parent Material (TF2)
- ___ Very Shallow Dark Surface (TF12)
- ___ Other (Explain in Remarks)

[3]Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if present):

Type: _____

Depth (inches): _____

Hydric Soil Present? Yes _____ No ✔

Remarks:

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one required; check all that apply)

- ___ Surface Water (A1)
- ___ High Water Table (A2)
- ___ Saturation (A3)
- ___ Water Marks (B1)
- ___ Sediment Deposits (B2)
- ___ Drift Deposits (B3)
- ___ Algal Mat or Crust (B4)
- ___ Iron Deposits (B5)
- ___ Inundation Vis ble on Aerial Imagery (B7)
- ___ Water-Stained Leaves (B9)
- ___ Salt Crust (B11)
- ___ Aquatic Invertebrates (B13)
- ___ Hydrogen Sulfide Odor (C1)
- ___ Dry-Season Water Table (C2)
- ___ Oxidized Rhizospheres on Living Roots (C3) (**where not tilled**)
- ___ Presence of Reduced Iron (C4)
- ___ Thin Muck Surface (C7)
- ___ Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- ___ Surface Soil Cracks (B6)
- ___ Sparsely Vegetated Concave Surface (B8)
- ___ Drainage Patterns (B10)
- ___ Oxidized Rhizospheres on Living Roots (C3) (**where tilled**)
- ___ Crayfish Burrows (C8)
- ___ Saturation Visible on Aerial Imagery (C9)
- ___ Geomorphic Position (D2)
- ___ FAC-Neutral Test (D5)
- ___ Frost-Heave Hummocks (D7) (**LRR F**)

Field Observations:

Surface Water Present? Yes _____ No ✔ Depth (inches): _____

Water Table Present? Yes _____ No ✔ Depth (inches): _____

Saturation Present? (includes capillary fringe) Yes _____ No ✔ Depth (inches): _____

Wetland Hydrology Present? Yes _____ No ✔

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

Datapoint Photograph

DP-07: View of upland herbaceous (agricultural) vegetation community. Photo taken on October 18, 2024.

WETLAND DETERMINATION DATA FORM – Great Plains Region

Project/Site: E WilCo Hwy Seg 6 City/County: Williamson County Sampling Date: 2024-10-18

Applicant/Owner: Williamson County State: Texas Sampling Point: DP-08

Investigator(s): P. Van Zandt Section, Township, Range:

Landform (hillslope, terrace, etc.): Upland, Flat Local relief (concave, convex, none): None Slope (%): 1

Subregion (LRR): J 86A Lat: 30.696893 Long: -97.541356 Datum: WGS 84

Soil Map Unit Name: EyD - Eddy very gravelly clay loam, 3 to 8 percent slopes NWI classification: N/A

Are climatic / hydrologic conditions on the site typical for this time of year? Yes ✔ No _____ (If no, explain in Remarks.)

Are Vegetation _____, Soil _____, or Hydrology _____ significantly disturbed? Are "Normal Circumstances" present? Yes ✔ No _____

Are Vegetation _____, Soil _____, or Hydrology _____ naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes _____	No ✔	**Is the Sampled Area within a Wetland?** Yes _____ No ✔
Hydric Soil Present?	Yes _____	No ✔	
Wetland Hydrology Present?	Yes _____	No ✔	

Remarks:

Upland herbaceous vegetation community.

VEGETATION – Use scientific names of plants.

Tree Stratum (Plot size: 15 ft r)	Absolute % Cover	Dominant Species?	Indicator Status
1.			
2.			
3.			
4.			
	= Total Cover		
Sapling/Shrub Stratum (Plot size: 15 ft r)			
1.			
2.			
3.			
4.			
5.			
	= Total Cover		
Herb Stratum (Plot size: 15 ft r)			
1. Cynodon dactylon	60	✔	FACU
2. Bothriochloa ischaemum	40	✔	UPL
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
	100 = Total Cover		
Woody Vine Stratum (Plot size: 15 ft r)			
1.			
2.			
	= Total Cover		

% Bare Ground in Herb Stratum 0

Dominance Test worksheet:

Number of Dominant Species That Are OBL, FACW, or FAC (excluding FAC−): 0 (A)

Total Number of Dominant Species Across All Strata: 2 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 0.00 (A/B)

Prevalence Index worksheet:

Total % Cover of:		Multiply by:	
OBL species	0	x 1 =	0
FACW species	0	x 2 =	0
FAC species	0	x 3 =	0
FACU species	60	x 4 =	240
UPL species	40	x 5 =	200
Column Totals:	100 (A)		440 (B)

Prevalence Index = B/A = 4.40

Hydrophytic Vegetation Indicators:

___ 1 - Rapid Test for Hydrophytic Vegetation

___ 2 - Dominance Test is >50%

___ 3 - Prevalence Index is ≤3.0[1]

___ 4 - Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)

___ Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Hydrophytic Vegetation Present? Yes _____ No ✔

Remarks:

SOIL

Sampling Point: DP-08

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (inches)	Matrix Color (moist)	Matrix %	Redox Features Color (moist)	Redox Features %	Redox Features Type[1]	Redox Features Loc[2]	Texture	Remarks
0 - 16	10YR 4/2	100					Silty Clay	
-								
-								
-								
-								
-								
-								
-								

[1]Type: C=Concentration, D=Depletion, RM=Reduced Matrix, CS=Covered or Coated Sand Grains. [2]Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators: (Applicable to all LRRs, unless otherwise noted.)

- ___ Histosol (A1)
- ___ Histic Epipedon (A2)
- ___ Black Histic (A3)
- ___ Hydrogen Sulfide (A4)
- ___ Stratified Layers (A5) (**LRR F**)
- ___ 1 cm Muck (A9) (**LRR F, G, H**)
- ___ Depleted Below Dark Surface (A11)
- ___ Thick Dark Surface (A12)
- ___ Sandy Mucky Mineral (S1)
- ___ 2.5 cm Mucky Peat or Peat (S2) (**LRR G, H**)
- ___ 5 cm Mucky Peat or Peat (S3) (**LRR F**)
- ___ Sandy Gleyed Matrix (S4)
- ___ Sandy Redox (S5)
- ___ Stripped Matrix (S6)
- ___ Loamy Mucky Mineral (F1)
- ___ Loamy Gleyed Matrix (F2)
- ___ Depleted Matrix (F3)
- ___ Redox Dark Surface (F6)
- ___ Depleted Dark Surface (F7)
- ___ Redox Depressions (F8)
- ___ High Plains Depressions (F16) (**MLRA 72 & 73 of LRR H**)

Indicators for Problematic Hydric Soils[3]:

- ___ 1 cm Muck (A9) (**LRR I, J**)
- ___ Coast Prairie Redox (A16) (**LRR F, G, H**)
- ___ Dark Surface (S7) (**LRR G**)
- ___ High Plains Depressions (F16) (**LRR H outside of MLRA 72 & 73**)
- ___ Reduced Vertic (F18)
- ___ Red Parent Material (TF2)
- ___ Very Shallow Dark Surface (TF12)
- ___ Other (Explain in Remarks)

[3]Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if present):

Type: _____

Depth (inches): _____

Hydric Soil Present? Yes _____ No ✔

Remarks:

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one required; check all that apply)

- ___ Surface Water (A1)
- ___ High Water Table (A2)
- ___ Saturation (A3)
- ___ Water Marks (B1)
- ___ Sediment Deposits (B2)
- ___ Drift Deposits (B3)
- ___ Algal Mat or Crust (B4)
- ___ Iron Deposits (B5)
- ___ Inundation Vis ble on Aerial Imagery (B7)
- ___ Water-Stained Leaves (B9)
- ___ Salt Crust (B11)
- ___ Aquatic Invertebrates (B13)
- ___ Hydrogen Sulfide Odor (C1)
- ___ Dry-Season Water Table (C2)
- ___ Oxidized Rhizospheres on Living Roots (C3) (**where not tilled**)
- ___ Presence of Reduced Iron (C4)
- ___ Thin Muck Surface (C7)
- ___ Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- ___ Surface Soil Cracks (B6)
- ___ Sparsely Vegetated Concave Surface (B8)
- ___ Drainage Patterns (B10)
- ___ Oxidized Rhizospheres on Living Roots (C3) (**where tilled**)
- ___ Crayfish Burrows (C8)
- ___ Saturation Visible on Aerial Imagery (C9)
- ___ Geomorphic Position (D2)
- ___ FAC-Neutral Test (D5)
- ___ Frost-Heave Hummocks (D7) (**LRR F**)

Field Observations:

Surface Water Present? Yes _____ No ✔ Depth (inches): _____

Water Table Present? Yes _____ No ✔ Depth (inches): _____

Saturation Present? (includes capillary fringe) Yes _____ No ✔ Depth (inches): _____

Wetland Hydrology Present? Yes _____ No ✔

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

Datapoint Photograph

DP-08: View of upland herbaceous (agricultural) vegetation community. Photo taken on October 18, 2024.

Appendix D: Representative Photographs

Photograph 1 (PP01): View of study area from the southern project limits approximately 0.2-mile north of SH 29, facing north.

Photograph 2 (PP02): Representative view of agricultural land use near in the southern portion of the project area, facing north.

Photograph 3 (PP03): View of ephemeral stream (W-1A), facing upstream and east.

Photograph 4 (PP04): View of erosional feature into W-1A, facing northwest.

Photograph 5 (PP05): View of ephemeral stream (W-1A), facing upstream and east.

Photograph 6 (PP06): View of ephemeral stream (W-1A), facing upstream and northeast.

Photograph 7 (PP07): View of ephemeral stream (W-1A), facing upstream and north.

Photograph 8 (PP08): View of erosional wash between agricultural fields, facing upstream and west.

Photograph 9 (PP09): View of ephemeral stream (W-1C) from CR 127, facing downstream and southeast.

Photograph 10 (PP10): View of drainage ditch on upstream side of CR 127 and W-1C, facing upstream and north.

Photograph 11 (PP11): View of open water pond (W-2), facing northeast.

Photograph 12 (PP12): View of intermittent stream (W-3), facing downstream and east.

Photograph 13 (PP13): View of vegetated swale (W-4), facing downstream and southwest.

Commissioners Court - Regular Session **50.**

Meeting Date: 10/28/2025

Parmer Ln at SH 45 - TCEQ Agent Authorization Form

Submitted By: Ragan Riggs, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding a TCEQ Agent Authorization Form for the Edwards Aquifer Protection Program associated with the Parmer Lane at SH 45 Project, a 2019 Road Bond Project in Commissioner Pct. 1.

Background

The Parmer Lane at SH 45 Project requires Texas Commission on Environmental Quality (TCEQ) approval of a Water Pollution Abatement Plan (WPAP) prior to construction. The TCEQ Agent Authorization Form is required to authorize an employee of EDGE Engineering, PLLC to submit the necessary WPAP permit application on behalf of Williamson County to the TCEQ for review and approval. P340 Funding: Road Bonds

---

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Parmer Ln at SH 45 - TCEQ Agent Authorization Form

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	10/21/2025 03:27 PM
Form Started By: Ragan Riggs		Started On: 10/20/2025 03:53 PM
Final Approval Date: 10/21/2025		

Agent Authorization Form
For Required Signature
Edwards Aquifer Protection Program
Relating to 30 TAC Chapter 213
Effective June 1, 1999

I Steven Snell,
Print Name

Williamson County Judge,
Title - Owner/President/Other

of Williamson County,
Corporation/Partnership/Entity Name

have authorized Travis Kaatz, P.E.
Print Name of Agent/Engineer

of EDGE Engineering, PLLC
Print Name of Firm

to represent and act on the behalf of the above named Corporation, Partnership, or Entity for the purpose of preparing and submitting this plan application to the Texas Commission on Environmental Quality (TCEQ) for the review and approval consideration of regulated activities.

I also understand that:

1. The applicant is responsible for compliance with 30 Texas Administrative Code Chapter 213 and any condition of the TCEQ's approval letter. The TCEQ is authorized to assess administrative penalties of up to $10,000 per day per violation.

2. For those submitting an application who are not the property owner, but who have the right to control and possess the property, additional authorization is required from the owner.

3. Application fees are due and payable at the time the application is submitted. The application fee must be sent to the TCEQ cashier or to the appropriate regional office. The application will not be considered until the correct fee is received by the commission.

4. A notarized copy of the Agent Authorization Form must be provided for the person preparing the application, and this form must accompany the completed application.

5. No person shall commence any regulated activity on the Edwards Aquifer Recharge Zone, Contributing Zone or Transition Zone until the appropriate application for the activity has been filed with and approved by the Executive Director.

SIGNATURE PAGE:

Applicant's Signature _____ Date _____

THE STATE OF _____ §

County of _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that (s)he executed same for the purpose and consideration therein expressed.

GIVEN under my hand and seal of office on this ____ day of _____,_____.

_____
NOTARY PUBLIC

_____
Typed or Printed Name of Notary

MY COMMISSION EXPIRES: _____

Commissioners Court - Regular Session **51.**

Meeting Date: 10/28/2025

Special Warranty Deed with City of Jarrell

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 accepting a Special Warranty Deed from the City of Jarrell related to the CR 314 safety project.

Background

Funding: Bonds P364

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Deed

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	10/21/2025 04:47 PM
Form Started By: Don Childs		Started On: 10/21/2025 04:38 PM
Final Approval Date: 10/21/2025		

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER LICENSE NUMBER.

SPECIAL WARRANTY DEED

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That CITY OF JARRELL, TEXAS, a Type-A general law municipality, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars ($10.00) or other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Dedicated and by these presents do Donate, Grant, Bargain, Dedicate and Convey unto WILLIAMSON COUNTY, TEXAS, a political subdivision of the State of Texas, hereinafter referred to as County, all those certain tracts or parcels of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows:

> All of that certain 0.318-acre (13,844 sq. ft.) tract of land situated in the Edmund Parsons Survey, Abstract No. 494, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A" attached hereto and incorporated herein;

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto County and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors, and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto County and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, by through or under Grantor, but not otherwise except as to the Reservations from and Exceptions to Conveyance and Warranty.

IN WITNESS WHEREOF, this instrument is executed on this the 21st day of October, 2025

GRANTOR:

CITY OF JARRELL, TEXAS

By: _____
Printed Name: Patrick Sherek
Title: Mayor

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the 21st day of October, 2025 by Patrick Sherek, in the capacity and for the purposes and consideration recited therein.

(seal)

DIANNE PEACE
My Notary ID # 11646043
Expires June 15, 2027

Dianne Peace
Notary Public, State of Texas

ACCEPTED AND ACKNOWLEDGED:

WILLIAMSON COUNTY, TEXAS

By:_____
Steven Snell, County Judge

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the ____ day of _____, 2025 by _____, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

Exhibit "A"

County: Williamson
Project: CR 310/CR 314 P364
Tax ID: R366370
Parcel: City of Jarrell 0.318 Acre R.O.W. Parcel

METES AND BOUNDS DESCRIPTION

FOR A 0.318 ACRE (13,844 SQ. FT.) TRACT OF LAND SITUATED IN THE EDMUND PARSONS SURVEY, ABSTRACT NO. 494, WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION OF THE CALLED 2.36 ACRE TRACT OF LAND CONVEYED TO THE CITY OF JARRELL, RECORDED IN DOCUMENT NO. 2023008594 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 2.36 ACRE TRACT OF LAND BEING A PART OF THE THEO AND MAUDIE ZIMMERMAN SUBDIVISION, RECORDED IN CABINET K, SLIDE 137 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 0.318 ACRE TRACT OF LAND BEING SURVEYED ON THE GROUND BY DIAMOND SURVEYING DURING THE MONTH OF NOVEMBER 2024, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2" iron rod found (Grid Coordinates: N=10260992.95, E=3146829.41) monumenting the southwest corner of said 2.36 acre City of Jarrell tract and the southwest corner of said Theo and Maude Zimmerman Subdivision, same being on the intersection of the existing east right-of-way line of Alsace Avenue (60’ right-of-way width as shown on Sierra G Ranch Addition, recorded in Document No. 2023072591 of the Official Public Records of Williamson County, Texas) and the existing north right-of-way line of County Road 310 (Variable width right-of-way), from which a 1/2” iron rod found monumenting the most southerly southeast corner of said 2.36 acre City of Jarrell tract and the southwest corner of the called 2.640 acre tract of land conveyed to Pauline Knipper and Henri Knipper, husband and wife, recorded in Document No. 2003114730 of the Official Public Records of Williamson County, Texas, same being on the south boundary line of said Theo and Maude Zimmerman Subdivision, same being on said existing north right-of-way line of County Road 310, bears N 68°35’59” E for a distance of 30.03 feet;

THENCE, N 21°30’19” W with the west boundary line of said 2.36 acre City of Jarrell tract, the west boundary line of said Theo and Maude Zimmerman Subdivision, and said existing east right-of-way line of Alsace Avenue, for a distance of 331.78 feet to a 5/8” iron rod set with aluminum cap marked “Williamson County” (Grid Coordinates: N=10261301.59, E=3146707.80) for the southwest corner and **POINT OF BEGINNING** hereof and being 68.00 feet right of the Proposed Engineer’s Baseline Station 8+74.23;

THENCE, **N 21°30’19” W** with said west boundary line of the 2.36 acre City of Jarrell tract, said west boundary line of the Theo and Maude Zimmerman Subdivision, and said existing east right-of-way line of Alsace Avenue, for a distance of **136.06 feet** to a 5/8” iron rod set with aluminum cap marked “Williamson County” for the northwest corner hereof, being 68.00 feet left of the Proposed Engineer’s Baseline Station 8+78.12, from which a 1/2" iron rod

found monumenting the northwest corner of said 2.36 acre City of Jarrell tract, the northwest corner of said Theo and Maude Zimmerman Subdivision, and an exterior ell corner of the called 3.59 acre tract of land conveyed to 70 County Road LLC, recorded in Document No. 2022123711 of the Official Public Records of Williamson County, Texas, same being on said existing east right-of-way line of Alsace Avenue, bears N 21°30'19" W for a distance of 258.30 feet;

THENCE, through the interior of said 2.36 acre City of Jarrell tract, same being through the interior of said Theo and Maude Zimmerman Subdivision, with a curve to the right an arc length of **300.91 feet**, said curve having a radius of **1608.00 feet**, a delta angle of **10°43'19"** and a chord which bears **N 72°17'20" E** for a distance of **300.47 feet** to a 5/8" iron rod set with aluminum cap marked "Williamson County" on the east boundary line of said 2.36 acre City of Jarrell tract, the east boundary line of said Theo and Maude Zimmerman Subdivision, and a westerly boundary line of said 3.59 acre 70 County Road LLC tract, for the northeast corner hereof and being 68.00 feet left of the Proposed Engineer's Baseline Station 11+66.31, from which a 1/2" iron rod found on the northeast corner of said 2.36 acre City of Jarrell tract, the northeast corner of said Theo and Maude Zimmerman Subdivision, and an interior ell corner of said 3.59 acre 70 County Road LLC tract, bears N 21°28'45" W for a distance of 277.40 feet;

THENCE, **S 21°28'45" E** with said east boundary line of the 2.36 acre City of Jarrell tract, said east boundary line of said Theo and Maude Zimmerman Subdivision, and said westerly boundary line of the 3.59 acre 70 County Road LLC tract for a distance of **22.57 feet** to an iron rod found with cap marked "FOREST RPLS 1847" monumenting the most easterly southeast corner of said 2.36 acre City of Jarrell tract and the northeast corner of said 2.640 acre Knipper tract, for the most easterly southeast corner hereof and being 45.72 feet left of the Proposed Engineer's Baseline Station 11+69.79, from which a 1/2" iron rod found monumenting the southeast corner of said 2.640 acre Knipper tract, the southeast corner of said Theo and Maude Zimmerman Subdivision, and the southwest corner of said 3.59 acre 70 County Road LLC tract, same being on said existing north right-of-way of County Road 310, bears S 21°32'50" E for a distance of 425.93 feet;

THENCE, **S 68°38'38" W** with a southerly boundary line of said 2.36 acre City of Jarrell tract and the north boundary line of said 2.640 acre Knipper tract, same being through the interior of said Theo and Maude Zimmerman Subdivision, for a distance of **270.00 feet** to a 1/2" iron rod found monumenting the northwest corner of said 2.640 acre Knipper tract and an interior ell corner of said 2.36 acre City of Jarrell tract and being 25.71 feet left of the Proposed Engineer's Baseline Station 9+06.31;

County: Williamson
Project: CR 310/CR 314 P364
Tax ID: R366370
Parcel: City of Jarrell 0.318 Acre R.O.W. Parcel

THENCE, **S 21°32'07" E** with a easterly boundary line of said 2.36 acre City of Jarrell tract and the west boundary line of said 2.640 acre Knipper tract, same being through said interior of Theo and Maude Zimmerman Subdivision, for a distance of **93.72 feet** to a 5/8" iron rod set with aluminum cap marked "Williamson County" for the most southerly southeast corner hereof and being 68.00 feet right of the Proposed Engineer's Baseline Station 9+05.47, from which the aforementioned 1/2" iron rod found monumenting the most southerly southeast corner of said 2.36 acre City of Jarrell tract and the southwest corner of said 2.640 acre Knipper tract, same being on said existing north right-of-way line of County Road 310, bears S 21°32'07" E for a distance of 332.43 feet;

THENCE, through the interior of said 2.36 acre City of Jarrell tract and said interior of Theo and Maude Zimmerman Subdivision, with a curve to the left an arc length of **29.86 feet**, said curve having a radius of **1472.00 feet**, a delta angle of **1°09'44"** and a chord which bears **S 67°21'51" W** for a distance of **29.86 feet** to the **POINT OF BEGINNING** hereof and containing 0.318 acre of land more or less.

Bearing Basis: NAD-83, Texas Central Zone (4203) State Plane System. Coordinates and distances for this project are surface based on a combined surface adjustment factor of 0.99985232 per Document No. 2024086042 of the Official Public Records of Williamson County, Texas.

A drawing has been prepared to accompany this metes and bounds description.

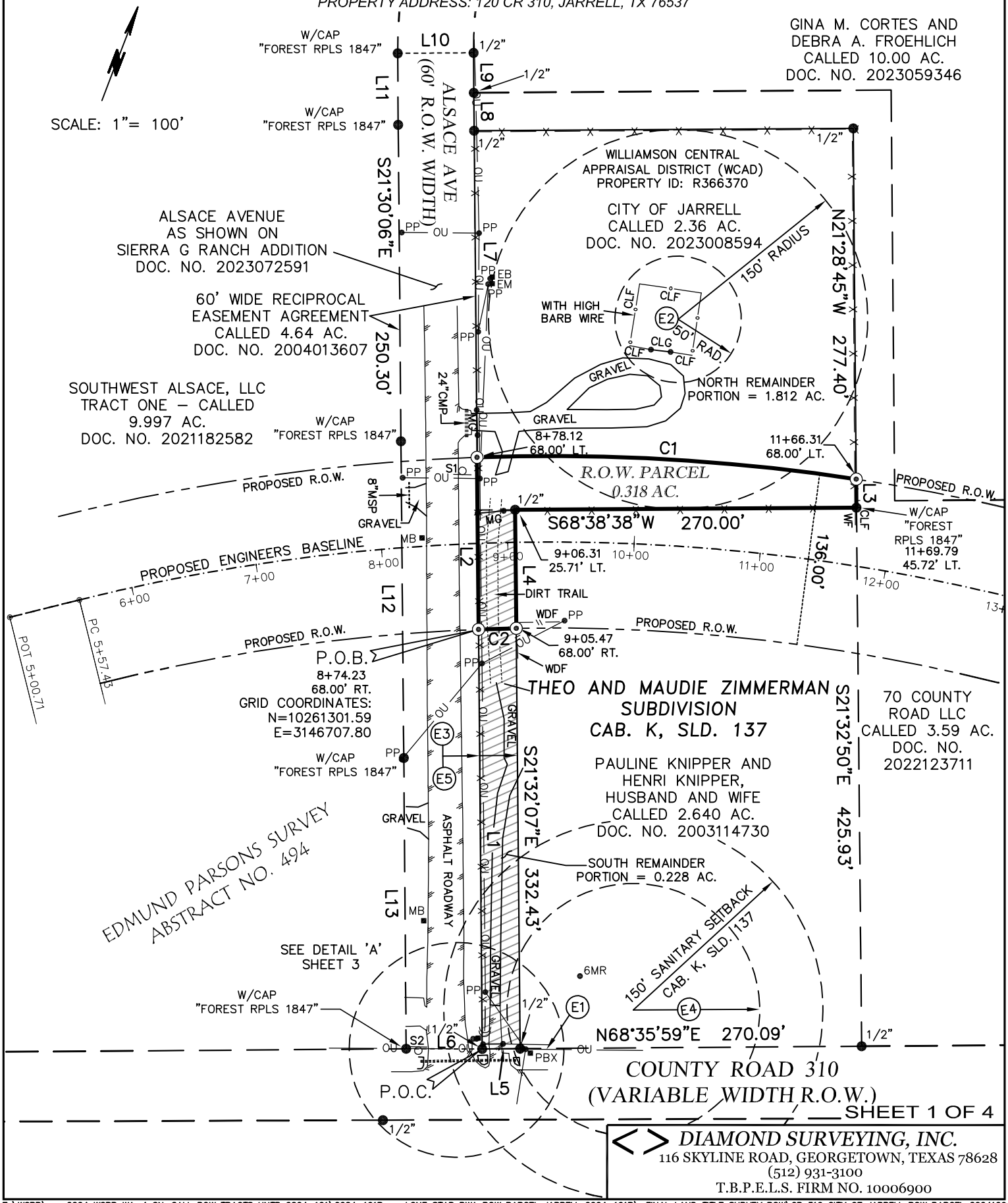
DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NUMBER 10006900

December 04, 2024

SHANE SHAFER, R.P.L.S. NO. 5281 DATE

Z:\WCRB___2024 WCRB WA-4 ON-CALL ROW TRACTS HNTB 2024-101\2024-101B - LONE STAR RWA ROW PARCEL JARRELL 2024-101B_FINAL LAND TITLE SURVEY ROW\CR 310 CITY OF JARRELL ROW PARCEL M&B 20241204.doc

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 0.318 ACRE (13,844 SQ. FT.) TRACT OF LAND SITUATED IN THE EDMUND PARSONS SURVEY, ABSTRACT NO. 494, WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION OF THE CALLED 2.36 ACRE TRACT OF LAND CONVEYED TO THE CITY OF JARRELL, RECORDED IN DOCUMENT NO. 2023008594 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 2.36 ACRE TRACT OF LAND BEING A PART OF THE THEO AND MAUDIE ZIMMERMAN SUBDIVISION, RECORDED IN CABINET K, SLIDE 137 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
PROPERTY ADDRESS: 120 CR 310, JARRELL, TX 76537



SHEET 1 OF 4

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NO. 10006900

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 0.318 ACRE (13,844 SQ. FT.) TRACT OF LAND SITUATED IN THE EDMUND PARSONS SURVEY, ABSTRACT NO. 494, WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION OF THE CALLED 2.36 ACRE TRACT OF LAND CONVEYED TO THE CITY OF JARRELL, RECORDED IN DOCUMENT NO. 2023008594 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 2.36 ACRE TRACT OF LAND BEING A PART OF THE THEO AND MAUDIE ZIMMERMAN SUBDIVISION, RECORDED IN CABINET K, SLIDE 137 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
PROPERTY ADDRESS: 120 CR 310, JARRELL, TX 76537

LEGEND

●	IRON ROD FOUND
⊙	5/8" IRON ROD SET WITH ALUMINUM CAP MARKED "WILLIAMSON COUNTY"
●PP	POWER POLE
●PPA	POWER POLE ABANDONED
←—	DOWN GUY
■PBX	ELECTRIC PULL BOX (FRONTIER COMMUNICATIONS)
■EM	ELECTRIC METER
■EB	ELECTRIC BOX (RTU CONTROL PANEL)
●WV	WATER VALVE
■WM	WATER METER
■MB	MAIL BOX
—○ S1	SIGN
●6MR	6" METAL RISER
—\\—\\—\\—\\—	WOOD FENCE (WDF)
—○—○—○—○—	CHAIN LINK FENCE (CLF)
— X — X — X —	WIRE FENCE (WF)
—\\—\\—\\—\\—	EDGE OF PAVEMENT
— OU — OU —	OVERHEAD UTILITY LINE
MG	METAL GATE
MSP	METAL STORM PIPE
CLG	CHAIN LINK GATE
CMP	CORRUGATED METAL PIPE
CDS	CONCRETE DRAINAGE STRUCTURE
R.O.W.	RIGHT–OF–WAY
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT

CURVE TABLE					
CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	1608.00'	300.91'	10°43'19"	N72°17'20"E	300.47'
C2	1472.00'	29.86'	1°09'44"	S67°21'51"W	29.86'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N21°30'19"W	331.78'
L2	N21°30'19"W	136.06'
L3	S21°28'45"E	22.57'
L4	S21°32'07"E	93.72'
L5	N68°35'59"E	30.03'
L6	S69°05'27"W	60.19'
L7	N21°30'19"W	258.30'
L8	N21°26'58"W	30.04'
L9	N21°26'58"W	31.52'
L10	S68°36'48"W	59.96'
L11	S21°23'12"E	56.52'
L12	S21°30'35"E	250.51'
L13	S21°27'38"E	229.93'

SIGN LEGEND
S1 = 20 MPH
S2 = STOP

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: 120 CR 310, 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. GT2403316, which bears an Effective Date November 12, 2024 and an Issued Date of November 26, 2024 were reviewed by the Surveyor. No other easement record research was performed by Diamond Surveying, Inc.

The following restrictive covenants of record:
Cabinet K, Slide 137, Plat Records, Williamson County, Texas. The R.O.W. Parcel is a part of the plat recorded in said instrument.

Volume 2122, Page 712, Official Records, Williamson County, Texas. The R.O.W. Parcel is a part of the 5.00 acre tract of land referenced in said instrument.

10a. Part of 150-foot radius sanitary setback as shown on plat recorded in Cabinet K, Slide 137, Plat Records, Williamson County , Texas. Not a part of the R.O.W. Parcel, however the approximate location of said sanitary setback is shown hereon as scaled from said plat. The 150-foot radius is shown to be revised to 100-foot in Document No. 2008049107.

10b. Overhead power line along south boundary line as shown on plat recorded in Cabinet K, Slide 137, Plat Records, Williamson County, Texas. Not a part of the R.O.W. Parcel, however is shown hereon.

10c. Easement dated March 8, 1972, to Jarrell-Schwertner Water Service Corporation, recorded in Volume 601, Page 238, Deed Records, Williamson County, Texas. Not a part of the R.O.W. Parcel.

10d. Electric power line and telephone line easement dated November 7, 1974, to Texas Power and Light Company, recorded in Volume 603, Page 89, Deed Records, Williamson County, Texas. Not a part of the R.O.W. Parcel.

10e. Access easement over the 30-feet wide strip extending to County Road No. 310 retained by Grantor's, their heirs and assigns, in deed dated January 29, 1997, executed by Theo J. Zimmerman and wife, Maudie R. Zimmerman, to Jarrell-Schwertner Water Supply Corporation, and recorded under Document No. 9704711, Official Records, Williamson County, Texas. Is a part of the R.O.W. Parcel as shown hereon. (Cross hatched area)

10f. Sanitary Control Easement dated November 11, 1999, to Jarrell Schwertner Water Supply Corporation, recorded under Document No. 199974570, Official Records, Williamson County, Texas. Is a part of the R.O.W. Parcel as shown hereon.

10g. Easement dated June 17, 2008, to Henri Knipper and wife, Pauline Knipper, recorded under Document No. 2008049107, Official Records, Williamson County, Texas. Is a part of the R.O.W. Parcel as shown hereon. (Cross hatched area)

10h. An Oil, Gas and Mineral Lease dated April 5, 1980, by and between W. K. McClain and wife, Rosamond McClain as Lessor, and M. L. McGinnis as Lessee, recorded in Volume 811, Page 647, Deed Records, Williamson County, Texas. Not a survey matter.

DIAMOND SURVEYING, INC.
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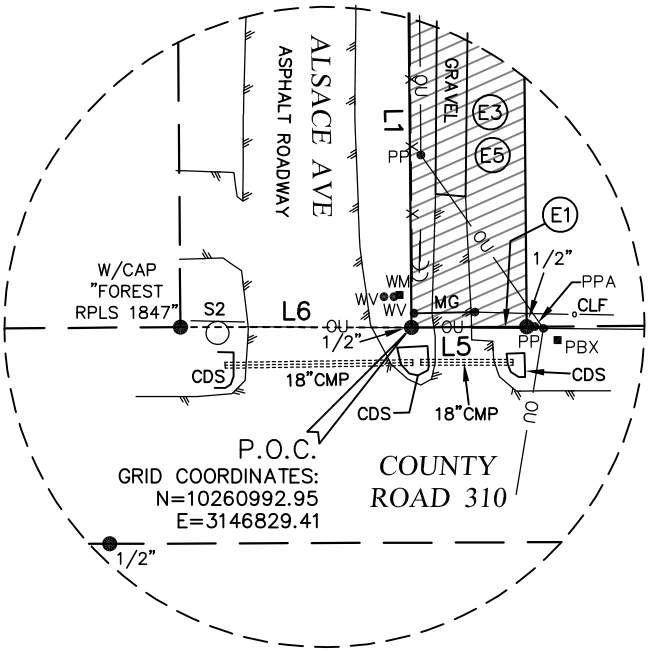
PROPERTY ADDRESS: 120 CR 310, JARRELL, TX 76537



DETAIL 'A'
(1" = 50')

EASEMENT INFORMATION

(E1)	OVERHEAD POWER LINE CAB. K, SLD. 137
(E2)	JARRELL SCHWERTNER WATER SUPPLY CORPORATION SANITARY CONTROL EASEMENT DOC. NO. 199974570
(E3)	HENRI KNIPPER & WIFE PAULINE KNIPPER EASEMENT DOC. NO. 200849107 (CROSS HATCHED AREA)
(E4)	REVISED 100' SANITARY SETBACK AS SHOWN IN DOC. NO. 2008049107
(E5)	ACCESS EASEMENT DOC. NO. 9704711 (CROSS HATCHED AREA)

NOTES:

1) BEARING BASIS: NAD-83, TEXAS CENTRAL (4203) STATE PLANE SYSTEM. COORDINATES AND DISTANCES FOR THIS PROJECT ARE SURFACE BASED ON A COMBINED SURFACE ADJUSTMENT FACTOR OF 0.99985232 PER DOCUMENT NO. 2024086042 O.P.R.W.C.T.

2) BASELINE SHOWN HEREON PER DGN FILE "CR 314 ALIGNMENT" RECEIVED FROM HNTB ON SEPTEMBER 16, 2024.

3) PROPOSED RIGHT-OF-WAY LINES WEST OF IH35 ARE 136' WIDE BASED ON THE BASELINE ARC RADIUS = 1540.00' AND THE PROPOSED NORTH RIGHT-OF-WAY LINE RADIUS = 1608.00'. PROPOSED NORTH RIGHT-OF-WAY AS SHOWN IN PDF "ARPA SITE PLAN", PROVIDED BY HNTB ON AUGUST 13, 2024.

4) ALL DOCUMENTS LISTED HEREON ARE RECORDED IN THE OFFICE OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

5) THE TRACT SHOWN HEREON LIES WITH IN ZONE 'X' (NO SCREEN) AREAS OF MINIMAL FLOOD HAZARD, ACCORDING TO THE FLOOD INSURANCE RATE MAP NOS. 48491C0125F AND 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 November 13, 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

DECEMBER 04, 2024

SHANE SHAFER, R.P.L.S. NO. 5281 — DATE

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 **52.**

Meeting Date: 10/28/2025

ILA with City of Leander for RM 2243

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 an Interlocal Agreement Regarding the Participation of the City of Leander, Texas and Williamson County, Texas, in the Design and Construction Costs Related to the RM 2243 (Hero Way) Construction Project.

Background

Funding: TANS P588

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	10/22/2025 08:32 AM
Form Started By: Don Childs		Started On: 10/21/2025 04:41 PM
Final Approval Date: 10/22/2025		

INTERLOCAL AGREEMENT
REGARDING THE PARTICIPATION OF THE CITY OF LEANDER, TEXAS, AND WILLIAMSON COUNTY, TEXAS, IN THE DESIGN AND CONSTRUCTION COSTS RELATED TO THE RM 2243 (HERO WAY) CONSTRUCTION PROJECT

THE STATE OF TEXAS §
§ KNOW ALL BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

THIS INTERLOCAL AGREEMENT ("**Agreement**") is entered into between the City of Leander, Texas ("**City**"), a Texas home-rule municipality, and Williamson County, a political subdivision of the State of Texas ("**County**"). In this Agreement, the City and the County are sometimes individually referred to as a "**Party**" and collectively referred to as the "**Parties.**"

WHEREAS, V.T.C.A., Government Code, Chapter 791, the Texas Interlocal Cooperation Act, provides that any one or more public agencies may contract with each other for the performance of governmental functions or services for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefit of the parties;

WHEREAS, as part of the County's Long Range Transportation Plan, the County is and has been in the process of developing, designing, and constructing improvements to RM 2243 ("County Project") from 183A to Southwest Bypass, a length of approximately eight (8) miles a portion of which is within the City's corporate limits; and

WHEREAS, currently in place under and along approximately three (3) miles of the County Project are City-owned and operated water and wastewater facilities (City Facilities); and

WHEREAS, the City is and has been in the process of providing for the relocation of City-owned facilities ("City Project") in the locations shown on Exhibit "A" attached hereto for road expansion needed to accommodate growth; and

WHEREAS, to maximize efficiencies in the various aspects of road expansions which benefit City and County residents, the Parties have agreed to cooperate by having the design and construction work required for each project accomplished under one construction agreement; and

WHEREAS, for the cost of relocating the City Facilities, the City has agreed to be responsible for all design and construction costs related to the City Project, which are estimated to be $345,329.37 and $1,963,027.37 respectively, as set forth in the Proposed Scope of Services and Preliminary Engineer's Opinion of Probable Construction Costs, attached hereto as Exhibit "B" ("City Project Cost"); and

NOW, THEREFORE, in consideration of the foregoing premises, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the County and City agree as follows:

I.
PURPOSE

1.01 General. The purpose of this Agreement is to provide consent for the County's participation in the design, utility relocation, and construction of the City Project and for the City's reimbursement to the County of the City Project's design and construction costs.

II.
DESIGN AND CONSTRUCTION OF CITY PROJECT

2.01 Design of City Project. The County shall be responsible for contracting with a firm ("Design Firm") regarding the engineering and design for the City Project.

2.02 Construction of the City Project. The County will jointly bid the City Project and construct it concurrently with the County Project. The County will present all change orders regarding the City Project to the City for approval prior to acceptance by the County.

2.03 Construction Plans. The City Project plans and specifications, including any amendments, for the improvements shall be reviewed and approved by the City prior to construction. Any changes or modifications to the plans will be submitted to the City for review and approval before commencing construction or authorizing any change order. The City may consult with the contractor prior to subcontractors for the City Project beginning construction.

2.04 Inspection. City may inspect all aspects of the City Project. Upon receipt of notification from City that City's inspectors determine the construction by the County is not in accordance with the approved Project plans, the County shall cease construction until the deficiency can be identified and a corrective plan of construction implemented with the agreement of City.

2.05 Permits. The County shall be responsible for obtaining permits, if any, required for the construction of the County Project.

2.06 Insurance, Bonds and Warranties. The County shall require the contractor for the County Project to maintain adequate insurance coverage against claims for injuries to persons and damage to property and to name the City as an additional insured on any policies related to the County Project. The County shall require all performance and maintenance bonds in favor of the City in amounts and durations satisfactory to the City. All applicable warranties shall be transferred to City upon final completion and acceptance of the County Project.

III.
CITY OBLIGATIONS

3.01 Permission to Construct. City agrees to allow the County to construct the City Project on and within City property.

3.02 City Payment (Design). The City shall reimburse the County for the full amount of the City Project design, currently estimated at Three Hundred and Forty-Five Thousand Three Hundred and Twenty-Nine and 37/100 Dollars ($345,329.37). The County shall submit a reimbursement request for the City Project design costs using the following payment schedule: 100% upon submittal and acceptance of the final plans and specifications. The City shall make a good faith effort to pay the reimbursement request within thirty (30) days after receipt of said reimbursement request from the County.

3.03 City Payment (Construction). The City shall reimburse the County for the full amount of the City Project construction costs, currently estimated at One Million Nine Hundred and Sixty-Three Thousand Twenty-Seven and 37/100 Dollars ($1,963,027.37). The County shall submit reimbursement requests for the City Project construction costs using the following payment schedule: 25% upon awarding bid, 50% when City Project construction is 50% complete, as determined by the value of the work completed to date against the contract amount, and the final 25%, including any adjustments for change orders, upon substantial completion and acceptance by the City of the City Project. The City shall make a good faith effort to pay the reimbursement request within thirty (30) days after receipt of said reimbursement request from the County.

3.04 Texas Prompt Payment Act Compliance. Chapter 2251 of the Texas Government Code shall govern payment for goods and services. 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 City of Leander Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by City 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 City 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.

3.05 Operation and Maintenance After Acceptance. After the City accepts the City Project, the City will own and maintain the City Project, without the need for formal conveyance.

3.06. NO LIABILITY OR WARRANTY OF SERVICES. CITY AGREES AND ACKNOWLEDGES THAT THE COUNTY DOES NOT ASSUME ANY LIABILITY FOR, OR WARRANT, THE SERVICES THAT A THIRD PARTY PROVIDES PURSUANT TO THIS AGREEMENT OR CONSTRUCTION AGREEMENT. CITY AGREES AND ACKNOWLEDGES THAT THE COUNTY SHALL NOT BE LIABLE FOR ANY CLAIM OR CAUSE OF ACTION THAT CITY MAY HAVE NOW OR IN THE FUTURE

AGAINST AN ENGINEER OR THIRD PARTY FOR ANY DAMAGES OF ANY NATURE WHATSOEVER ALLEGEDLY SUSTAINED BY CITY, OR ANYONE HAVING A CLAIM BY, THROUGH OR UNDER CITY RELATED IN ANY WAY, DIRECTLY OR INDIRECTLY, WITH THE SERVICES PROVIDED BY A THIRD-PARTY PURSUANT THIS AGREEMENT.

IV.
DISPUTES

4.01 Material Breach; Notice and Opportunity to Cure.

(a) In the event that one Party believes that another Party has materially breached one of the provisions of this Agreement, the non-defaulting Party will make written demand to cure and give the defaulting Party up to 30 days to cure such material breach or, if the curative action cannot reasonably be completed within 30 days, the defaulting Party will commence the curative action within 30 days and thereafter diligently pursue the curative action to completion. Notwithstanding the foregoing, any matters specified in the default notice which may be cured solely by the payment of money must be cured within 10 days after receipt of the notice. This applicable time period must pass before the non-defaulting Party may initiate any remedies available to the non-defaulting party due to such breach.

(b) Any non-defaulting Party will mitigate direct or consequential damages arising from any breach or default to the extent reasonably possible under the circumstances.

(c) The Parties agree that they will negotiate in good faith to resolve any disputes and may engage in non-binding mediation, arbitration, or other alternative dispute resolution methods as recommended by the laws of the State of Texas.

4.02 Equitable Relief. In recognition that failure in the performance of the Parties' respective obligations could not be adequately compensated in monetary damages alone, the Parties agree that after providing notice and an opportunity to cure in accordance with Section 4.01 above, the Parties shall have the right to request any court, agency or other governmental authority of appropriate jurisdiction to grant any and all remedies which are appropriate to assure conformance to the provisions of this Agreement. The defaulting Party shall be liable to the other for all costs actually incurred in pursuing such remedies, including reasonable attorney's fees, and for any penalties or fines as a result of the failure to comply with the terms including, without limitation, the right to obtain a writ of mandamus or an injunction requiring the governing body of the defaulting party to levy and collect rates and charges or other revenues sufficient to pay the amounts owed under this Agreement.

4.03 Agreement's Remedies Not Exclusive. The provisions of this Agreement providing remedies in the event of a Party's breach are not intended to be exclusive remedies. The Parties retain, except to the extent released or waived by the express terms of this Agreement, all rights at law and in equity to enforce the terms of this Agreement.

4.04 Force Majeure. If, by reason of force majeure, any party hereto shall be rendered wholly or partially unable to carry out its obligations under this Agreement, then such party shall give written notice of the full particulars of such force majeure to the other party within ten (10) days after the occurrence thereof. The obligations of the party giving such notice, to the extent effected by the force majeure, shall be suspended during the continuance of the inability claimed, except as hereinafter provided, but for no longer period, and the party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "force majeure" as employed herein shall mean and refer to acts of God; strikes, lockouts, or other industrial disturbances: acts of public enemies, orders of any kind of the government of the United States, the State of Texas or any civil or military authority; insurrections; riots; epidemic; landslides; lightning, earthquakes; fires, hurricanes; storms, floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accidents to machinery, pipelines, or canals; or other causes not reasonably within the control of the party claiming such inability.

V.
GENERAL PROVISIONS

5.01 Authority. This Agreement is made in part under the authority conferred in Chapter 791, *Texas Government Code.*

5.02 Term. This Agreement shall commence upon execution of this Agreement and shall end upon the completion of the County Project and acceptance of the public improvements by the City.

5.03 Severability. The provisions of this Agreement are severable and, if any provision of this Agreement is held to be invalid for any reason by a court or agency of competent jurisdiction, the remainder of this Agreement will not be affected and this Agreement will be construed as if the invalid portion had never been contained herein.

5.04. Payment from Current Revenues. Any payments required to be made by a Party under this Agreement will be paid from current revenues or other funds lawfully available to the Party for such purpose.

5.05 Cooperation. The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.

5.06 Entire Agreement. This Agreement contains the entire agreement of the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter and only relates to those portions of the County Project shown in Exhibit A.

5.07 Amendments. Any amendment of this Agreement must be in writing and will be effective if signed by the authorized representatives of the Parties.

5.08 Applicable Law; Venue. This Agreement will be construed in accordance with Texas law. The venue for any action arising hereunder will be in Williamson County, Texas.

5.09 Notices. Any notices given under this Agreement will be effective if (i) forwarded to a Party by hand-delivery; (ii) transmitted to a Party by confirmed telecopy; or (iii) deposited with the U.S. Postal Service, postage prepaid, certified, to the address of the Party indicated below:

LEANDER:
City of Leander
Attn: City Manager
105 N. Brushy Street
Leander, Texas 78641
Telephone: (512) 528-2702
Facsimile: (512) 690-2193

COUNTY:
Williamson County Commissioners Court
Attn: Steve Snell
710 S. Main Street
Georgetown, Texas 78626
Telephone: (512) 943-1550
Facsimile: (512) 943-1662

5.10 Counterparts; Effect of Partial Execution. This Agreement may be executed simultaneously in multiple counterparts, each of which will be deemed an original, but all of which will constitute the same instrument.

5.11 Authority. Each Party represents and warrants that it has the full right, power, and authority to execute this Agreement.

5.12 Effective Date. This Agreement is executed to be effective on the date the last Party signs this Agreement.

5.13 No Joint Venture. The County Project is a sole project of the County and is not a joint venture or other partnership with the City.

(SIGNATURES ON FOLLOWING PAGE)

THE CITY OF LEANDER, TEXAS

By: Na'Cole Thompson
Na'Cole Thompson, Mayor Pro Tem

ATTEST:

Dara Crabtree
Dara Crabtree, City Secretary

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

THIS INSTRUMENT was acknowledged before me on this 21st day of October, 2025, by Na'Cole Thompson as Mayor Pro Tem of the City of Leander, Texas, on behalf of said City.

TRACY LORENE AULDRIDGE
Notary ID #124776616
My Commission Expires
March 27, 2027

Notary Public, State of Texas

WILLIAMSON COUNTY, TEXAS

By:_____
Steve Snell, County Judge

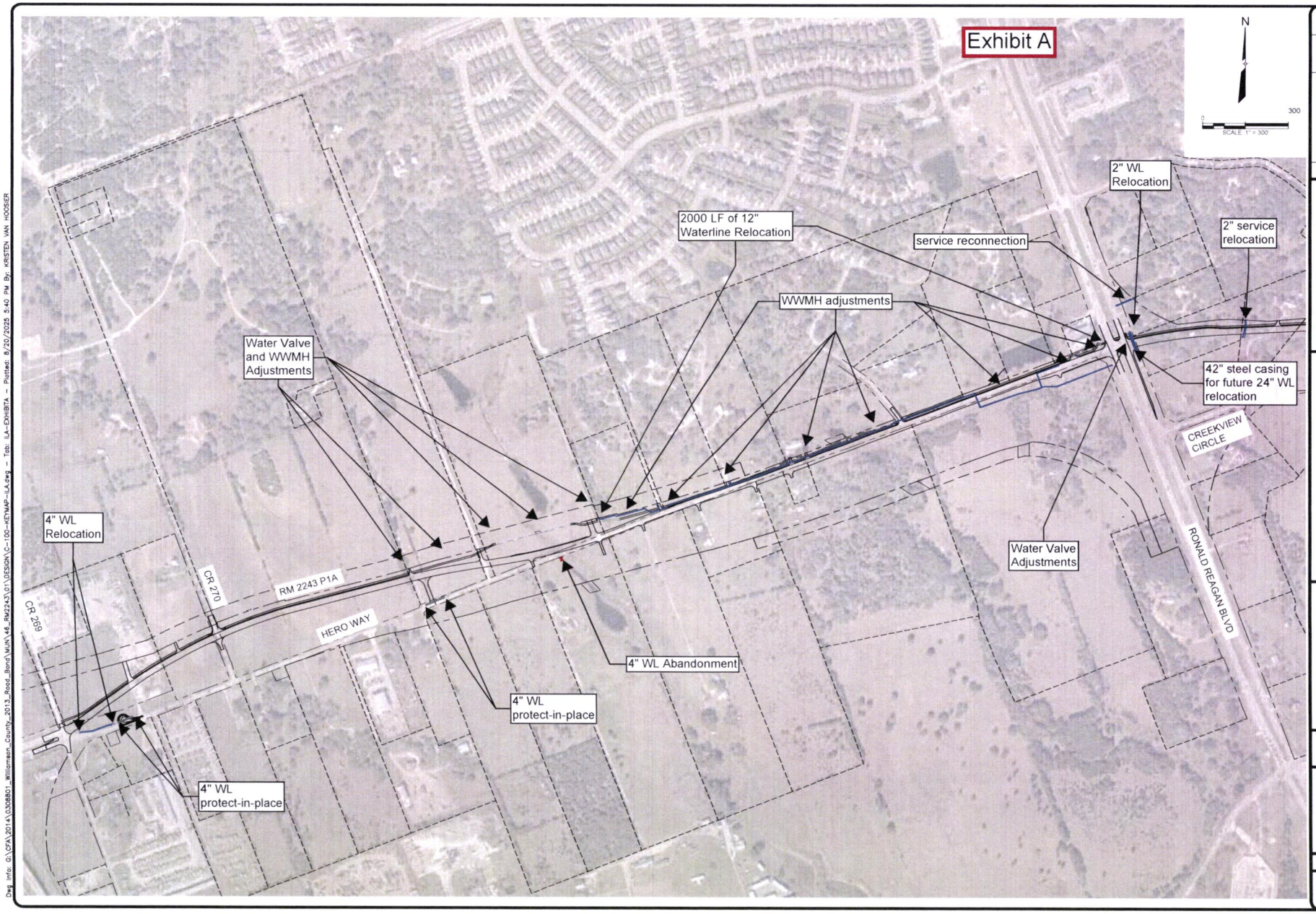
ATTEST:

By: _____
Nancy Rister, County Clerk

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

THIS INSTRUMENT was acknowledged before me on this _____, by Steve Snell, County Judge of Williamson County, Texas, on behalf of said County.

_____
Notary Public, State of Texas



Dwg Info: G:\CFA\2014\030801_Williamson_County_2013_Road_Bond\WORK\48_RM2243\01\DESIGN\C-100-KEYMAP-ILA.dwg — Tab: ILA-EXHIBITA — Plotted: 8/20/2025 5:40 PM By: KRISTEN VAN HOOSIER

CobbFendley
ENGINEERING · SURVEYING · LAND DEVELOPMENT
9503 N. MOPAC EXPRESSWAY · SUITE 600
AUSTIN, TEXAS 78759
512.837.7445 · FAX 512.837.7777
WWW.COBBFENDLEY.COM

OVERALL LAYOUT

RM 2243 W/WW RELOCATIONS
LEANDER, TEXAS

City of Leander

C-100

Revised July 26, 2024
Revised November 14, 2024
Revised August 20, 2025

Proposed Scope of Services
RM 2243 – City of Leander Water and Wastewater Line Relocations and Adjustments

CobbFendley will provide design, bid, and construction phase services for the installation of approximately 5,400 linear feet of 2", 4", 6", and 12" water pipe, 650 linear feet of 4", 24", and 42" steel encasement installed via open trench and jack/bore, required appurtenances, wastewater manhole adjustments to grade, valve adjustments to grade, and connections to the existing 2", 4", 12", and 24" water lines associated with the construction of RM 2243 (Hero Way) from Hwy 183A to Ronald Reagan Boulevard in Williamson County. This scope assumes that the water and wastewater plans will be included in the PS&E for the roadway and drainage plans and constructed by the roadway and drainage Contractor. Below is a detailed scope of services.

I. Design Phase

During the Design Phase, CobbFendley will prepare plans and compile specifications for the construction of the water utility relocations. Below is a detailed scope of services. If relocations in addition to the ones labeled on the attached strip map are identified, an additional services proposal will be prepared to perform the necessary relocation design work. This proposal assumes that CobbFendley will prepare traffic controls and erosion controls for the water utility relocations. The design phase assumes a 30% design workshop meeting, followed by 60%, 90% and 100% submittals to City of Leander.

A. Data Development.
   1. Gather and analyze data. Obtain plans and electronic files for roadway and topographical information. This scope assumes that survey information for relocations located within the ROW will be provided by the roadway engineer and that it will include data adequate to design the relocations within the ROW. This scope assumes that no additional survey will be necessary.
   2. Prepare preliminary adjustment and relocation plans for relocations associated with the roadway design.
   3. Coordinate with the City on preliminary layouts and relocations. Includes three (3) scope and design coordination meetings with the City.

B. Plans. CobbFendley will prepare design plans at 30%, 60%, 90% and 100% completion. 30% plans will be discussed at a design workshop meeting with the City of Leander as mentioned above. 60%, 90%, and 100% plans will be officially submitted to City of Leander for review. We anticipate the following sheets to be included in our design set.
   1. Cover sheet. (1 Sheet)
   2. General Notes (2 Sheets). Assemble a set of general notes using City of Leander and TCEQ standards.
   3. General Legend Sheet (1 Sheet). Prepare a sheet defining linestyles and labels used in the
   4. Quantity Sheet (1 Sheet). Prepare a summary of quantities sheet. A blank sheet will be included in the 30% plans. Full quantities will be included in the 90% and 100% submittals.
   5. Overall Layout (1 Sheet). Prepare an overall water reference sheet to scale.
   6. Erosion and Sedimentation Control Sheets (10 sheets). Prepare erosion and sedimentation control plan sheets for work outside of roadway project limits at 90% and 100% submittals at a scale of 1"=20' on 22"x34" plan sheet. Assumes 10 sheets.
   7. Water Line Protect-in-place sheets (4 sheets). Prepare plan sheets for protection-in-place of water lines at 90% and 100% submittals at a scale of 1"=20' on 22"x34" plan sheet. Assumes 4 sheets.
   8. Water Plan and Profile Sheets (14 Sheets). Prepare plan sheets at 30% submittal and plan and profile sheets at 60%, 90% and 100% submittals for the proposed water line relocations at a scale of 1"=20' on 22"x34" plan sheet. Assumes 14 sheets. This scope assumes fire hydrant plan and profile sheets will not be required.
   9. Water Service Plan Sheets (3 Sheets). Prepare plan sheets for service relocations at 60%, 90% and 100% submittals at a scale of 1"=20' on 22"x34" plan sheet. Assumes 3 sheets.
   10. Water Line Abandonment Sheet (1 sheet). Prepare plan sheets for the proposed 4-inch water line abandonment at 90% and 100% submittals at a scale of 1"=20' on 22"x34" plan sheet. Assumes 1 sheet.

11. Water Appurtenance Adjustment Sheets (3 Sheets). Prepare plan sheet at 30%, 60%, 90%, and 100% submittals showing proposed wastewater manhole adjustments at a scale of 1"=20' on 22"x34" plan sheet. Assumes 3 sheets.
12. Wastewater Adjustment Sheets (4 Sheets). Prepare plan sheet at 30%, 60%, 90%, and 100% submittals showing proposed wastewater manhole adjustments at a scale of 1"=20' on 22"x34" plan sheet. Assumes 4 sheets.
13. Water/Wastewater Detail Sheets (2 sheets). Prepare detail sheets showing standard construction details and special, project-specific details. Assumes 2 sheets.
14. Restrained Joint Calculations (1 Sheet). Perform restrained joint calculations and include a table of required lengths calculated in the plans. Assumes 1 sheet.

Note: This scope assumes that environmental clearance required for new easements, if applicable, will be handled by others. This scope assumes that additional survey needed for relocations outside of the right-of-way will be coordinated with and performed by others. This scope assumes that easement investigation and acquisition will be handled by others.

C. Specifications. CobbFendley will assemble standard technical specifications to be included in the roadway contract documents. A list of specifications relevant to the project will be provided with the 30% and 60% submittals to the City of Leander. A full set of utility specifications required will be provided with the 90% and 100% submittals for the water line relocations. City of Leander and City of Austin standard technical specifications will be used for this project. This scope assumes that front end/contract documents will be prepared by others.
D. Quantity Take-Off/Cost Estimate. CobbFendley will perform a quantity take off and prepare a cost estimate and bid form. A quantity take-off and cost estimate will be prepared at the 30%, 60%, 90%, and 100% submittals. Bid items to be included in the bid form will be prepared by the roadway and drainage consultant.
E. QA/QC. CobbFendley will perform internal quality control reviews on the plans, specifications, and construction cost estimates prior to each submittal to City of Leander.
F. 30% Design Workshop Meeting. CobbFendley will prepare 30% designs and plans to present to the City of Leander in a design workshop meeting. Discussions from this meeting will be incorporated into the subsequent 60% submittal.
G. Submittal packages (3). CobbFendley will assemble plans and specifications and submit to City of Leander for review. This scope assumes there will be a 60%, 90% and 100% Final Bid Set submittal. CobbFendley will electronically provide 22"x34" size plans and specifications, as noted above, for each submittal.
H. Respond to comments. CobbFendley will review comments provided by the City of Leander and prepare a written response to the comments for inclusion with the subsequent submittal.
I. Review meetings (3). This includes three (3) submittals to City of Leander for their review and approval. If the correspondence, meetings, and revisions required by the City exceeds the number of meetings listed in this scope of services, then additional services will be required.
J. Approvals. Coordinate with City of Leander to obtain required approvals for construction. This scope assumes that permits will be obtained by others.
K. Project Management/Coordination. This proposal assumes a fifteen (15) month design schedule. This task assumes there may be regular coordination meetings with others, regular correspondence regarding design and overall schedule, and other miscellaneous coordination efforts.
L. Traffic Control Coordination. This includes coordination on up to a daily basis as needed, as well as meetings with the GEC, roadway team, and utility coordination team to discuss traffic controls for the water and wastewater items that will be incorporated by the roadway team into their overall traffic control plans.
M. Monthly Coordination Meetings. This proposal assumes, over a 12-month period, monthly coordination meetings with the GEC and occasional meetings with the roadway team and utility coordination team as needed.
N. Developer Coordination. This proposal assumes two coordination meetings with two different developers and/or their consultant representatives along Hero Way to coordinate designs.
O. Coordination with City. Coordination will be performed on up to a daily basis as needed to maintain communication. This also includes time for meetings as needed.

II. Bid Phase

CobbFendley will provide limited assistance in the bidding of the project. This scope assumes that the utility relocation bid items will be included in the roadway project bid and CobbFendley will provide assistance as related to City of Leander water and wastewater items only. This scope also assumes that the County will

handle bid management during the bid phase. Distribution of plans and maintenance of a plan holders list is not included in this scope. Below is a detailed scope of services for bid phase:

A. Attend pre-bid conference. Meeting agenda and minutes prepared by others.
B. Respond to contractor's questions during bidding process.
C. Prepare addenda (assume 2) to address contractor questions. Distribution will be handled by others.

The following items are not included in bid phase services:

A. Review bid tabs.
B. Review contractor recommendation.

III. Construction Phase

CobbFendley will provide limited construction administration and observation assistance to the project and City of Leander. This scope does not include inspection services. This scope assumes construction duration of twelve (12) months. All scopes of services in this scope are related to water and wastewater utility relocations only. Below is a detailed scope of services for construction phase:

A. Attend preconstruction meeting.
B. Attend six (6) meetings held bi-monthly when utility adjustments are in process.
C. Attend periodic site visits. Assume six (6) site visits (not coincident with progress meetings). If additional visits are required, then this will result in additional services.
D. Review project submittals/shop drawings. CobbFendley will review each submittal up to two (2) times. If the Contractor requires a third submittal, it will be reviewed as an additional service and at the Contractor's expense, as will be written in the contract documents. This scope assumes 25 submittals.
E. Respond to Requests for Information (RFI). CobbFendley will coordinate with City of Leander and the Contractor on RFIs and respond with clarifications as needed. This scope assumes twelve (12) RFIs.
F. Change Orders. CobbFendley will assist in negotiation and preparation of change order documents, should they be necessary. This scope assumes two (2) change orders.
G. Project Close Out. CobbFendley will assist with closing out the contract, reviewing final pay application and affidavits, and preparing a Concurrence Letter.
H. Record Drawings. CobbFendley will prepare a set of record drawings based on Contractor's redlines in the field. Record drawings will be provided to the City electronically.
I. Project Management. This proposal assumes a twelve (12) month construction schedule for water/wastewater items. This task assumes there may be regular coordination meetings with others, regular correspondence regarding construction schedule, and other miscellaneous coordination efforts.

The following items are not included in construction phase services:

A. Review of pay estimates.
B. This Construction Phase Services assumes that one project inspector amongst the stakeholders will be assigned and there will not be coordination amongst the various stakeholders during construction.
C. Final Walk Through and Punch List.

RM 2243
City of Leander
Water and Wastewater Relocations/Adjustments

Task	Labor	Expense	Total Fee
Design	$218,360.37	$1,906.00	$220,266.37
Bid	$5,778.28	$56.00	$5,834.28
Construction	$118,512.72	$716.00	$119,228.72
Total	$342,651.37	$2,678.00	$345,329.37

		Hours						Expenses					
		$272.94 per hour	$226.48 per hour	$197.45 per hour	$174.22 per hour	$176.91 per hour	$121.95 per hour	$0.655 per mile	$15.000 per each	$0.150 per sheet	$1,500.000		
ID	Task	Senior Project Manager	Senior Engineer	Proj Engr III	Proj Engr II	Senior Technician	Administrative	Mileage	Delivery	Copies	Review Fee	Total Hours	Total Budget
	Design Phase												
A	Data Development												
A1	Gather and analyze data.			24	24	30		80				78	$14,227,38
A2	Prepare preliminary adjustment and relocation plans for relocations associated with interim roadway design.			12	36	24						72	$12,887,16
A3	Coordination meetings with City (3)	5		6								11	$2,549,40
B	Plans							400				0	$0,00
B1	Cover (1 sheet)			3	3	3						9	$1,645,74
B2	General Notes (2 sheets)				3	3						6	$1,053,39
B3	General Legend (1 sheet)				4							4	$696,88
B4	Summary of Quantities (1 sheet)				4							4	$696,88
B5	Overall Layout (1 sheet)				8							8	$1,393,76
B6	Erosion and Sedimentation Controls (10 sheets)				40							40	$6,968,80
B7	Water Line Protect-in-place (4 Sheets)				24							24	$4,181,28
B8	Water Plan and Profile (14 sheets)				392							392	$68,294,24
B9	Water Service Plan (3 Sheets)				27							27	$4,703,94
B10	Water Line Abandonment (1 sheet)				6							6	$1,045,32
B11	Water Appurtenance Adjustments (3 Sheets)				18							18	$3,135,96
B12	Wastewater Adjustments (4 sheets)				24							24	$4,181,28
B13	Water/Wastewater Details (2 sheets)				5							5	$871,10
B14	Restrained Joint Lengths (1 Sheet)			4	10							14	$2,532,00
C	Specifications			12	24							36	$6,550,68
D	Quantity Take-Off/Cost Estimate			16	32							48	$8,734,24
E	QA/QC			126								126	$24,878,70
F	Design Workshop Meeting	2		4	6							12	$2,381,00
G	Submittal Packages (3)			9	15						1	24	$4,390,35
H	Respond to Comments (3)			9	9							18	$3,345,03
I	Review Meetings (3)			9	9							18	$3,345,03
J	Approvals			3	3							6	$1,115,01
K	Project Management/General Coordination			30			38					68	$10,557,60
L	Traffic Control Coordination			30	30							60	$11,150,10
M	Monthly Coordination Meetings (12 months)			12	12							24	$4,460,04
N	Developer Coordination			2	2							4	$743,34
O	Coordination with City			18	12							30	$5,644,74
	Hour Sub Total	7	0	309	726	60	38	480	0	0	1	1140	
	Subtotal Labor Costs	$1,910,58	$0,00	$61,012,05	$126,483,72	$10,614,60	$4,634,10	$314,40	$0,00	$0,00	$1,500,00		$218,360,37
	Subtotal Expense Costs												$1,906,00
	Bid Phase												
A	Attend pre-bid conference			2	6			80				8	$1,440,22
B	Respond to contractors' questions	2		4	8							14	$2,729,44
C	Prepare addenda (1)	1		2	4		2					9	$1,608,62
	Hour Sub Total	3	0	8	18	0	2	80	0	0	0	31	
	Subtotal Labor Costs	$818,82	$0,00	$1,579,60	$3,135,96	$0,00	$243,90	$52,40	$0,00	$0,00	$0,00		$5,778,28
	Subtotal Expense Costs												$56,00
	Construction Phase												
A	Attend preconstruction meeting			2	6			80				8	$1,440,22
B	Attend bi-monthly progress meetings (6)			18	54			480				72	$12,961,98
C	Attend site visits (6)			8	24			480				32	$5,760,88
D	Review submittals (25)			25	50		25					100	$16,696,00
E	Respond to RFIs (12)			24	72	36						132	$23,651,40
F	Change orders (2)		6	12	24	24						66	$12,155,40
G	Project close-out			6	12							18	$3,275,34
H	Record drawings		24	36	96	36						192	$35,637,60
I	Project Management/Coordination			24			18					42	$6,933,90
	Hour Sub Total	0	30	155	338	96	43	1040	0	0	0	662	
	Subtotal Labor Costs	$0,00	$6,794,40	$30,604,75	$58,886,36	$16,983,36	$5,243,85	$681,20	$0,00	$0,00	$0,00	$0,00	$118,512,72
	Subtotal Expense Costs												$716,00

Task	Labor	Expense	Total Fee
Design	$218,360,37	$1,906,00	$220,266,37
Bid	$5,778,28	$56,00	$5,834,28
Construction	$118,512,72	$716,00	$119,228,72
Total	$342,651,37	$2,678,00	$345,329,37

Williamson County Road Bond
RM 2243
City of Leander Water and Wastewater Line Relocations
Engineer's Opinion of Probable Construction Cost - 100%

9/22/2025

ITEM	Description	Unit	Quantity	Unit Cost	Total Cost
TxDOT Pay Items - Erosion and Sedimentation Controls					
160 WC02 COL	FURNISHING AND PLACING TOPSOIL (4")	SY	10610	$ 5.63	$ 59,734.30
161 7006 COL	EROSION CONTROL COMPOST (4")	SY	2657	$ 3.06	$ 8,130.42
162 WC04 COL	MULCH SODDING	SY	2657	$ 4.50	$ 11,956.50
164 WC04 COL	BROADCAST SEED (PERM_URBAN_CLAY)	SY	21220	$ 0.89	$ 18,885.80
164 WC05 COL	BROADCAST SEED (TEMP_WARM)	SY	10610	$ 0.89	$ 9,442.90
164 WC06 COL	BROADCAST SEED (TEMP_COOL)	SY	10610	$ 0.89	$ 9,442.90
166 7002 COL	FERTILIZER	TON	0.7	$ 1,500.00	$ 1,050.00
168 WC01 COL	VEGETATIVE WATERING	MG	212.20	$ 60.00	$ 12,732.00
506 7002 COL	ROCK FILTER DAMS (INSTALL)(TY 2)	LF	216	$ 33.00	$ 7,128.00
507 7011 COL	ROCK FILTER DAMS (REMOVE)	LF	216	$ 10.00	$ 2,160.00
506 7039 COL	TEMP SEDMT CONT FENCE (INSTALL)	LF	2480	$ 3.50	$ 8,680.00
506 7041 COL	TEMP SEDMT CONT FENCE (REMOVE)	LF	2480	$ 1.00	$ 2,480.00
			Subtotal Erosion and Sedimentation Controls		$ 131,374.82
City of Leander (Austin) Pay Items - WATER					
501S-24	Jacking or Boring 24" Pipe, Steel Encasement Pipe	LF	117	$ 720.00	$ 84,240.00
504S-3W	Adjusting Water Valve Boxes to Grade	EA	13	$ 1,000.00	$ 13,000.00
SP504S-1FH	Adjusting Fire Hydrants to Grade	EA	3	$ 1,500.00	$ 4,500.00
504S-1WM	Adjusting Water Meter Boxes to Grade	EA	1	$ 1,000.00	$ 1,000.00
505S-B-3	Encasement Pipe, 3" Dia., Steel	LF	55	$ 80.00	$ 4,400.00
505S-B-24	Encasement Pipe, 24" Dia., Steel	LF	288	$ 360.00	$ 103,680.00
505S-B-42	Encasement Pipe, 42" Dia., Steel	LF	123	$ 630.00	$ 77,490.00
509S-1	Trench Excavation Safety Protection System (All Depths)	LF	5448	$ 3.25	$ 17,706.00
510-AW1HDPE	Pipe, 1 inch Dia. HDPE DR9 (all depths), Including Excavation and Backfill	LF	244	$ 30.00	$ 7,320.00
510-AW2HDPE	Pipe, 2 inch Dia. HDPE DR9 (all depths), Including Excavation and Backfill	LF	153	$ 45.00	$ 6,885.00
510-AW-2PVC	Pipe, 2 inch Dia. PVC SCH 80 (all depths), Including Excavation and Backfill	LF	104	$ 50.00	$ 5,200.00
510-AW-4PVC	Pipe, 4" Dia. PVC, C-900, DR-14, all depths, Complete in Place, Including Excavation and Backfill	LF	232	$ 60.00	$ 13,920.00
510-AW-12PVC	Pipe, 12" Dia. PVC, C-900, DR-14, all depths, Complete in Place, Including Excavation and Backfill	LF	2052	$ 200.00	$ 410,400.00
510-AWRJ-2PVC	Pipe, 2" Dia. PVC, SCH 80 (Restrained), all depths, Complete in Place, Including Excavation and Backfill	LF	63	$ 60.00	$ 3,780.00
510-AWRJ-4PVC	Pipe, 4" Dia. PVC, C-900, DR-14 (Restrained), all depths, Complete in Place, Including Excavation and Backfill	LF	26	$ 65.00	$ 1,690.00
510-AWRJ-6DI	Pipe, 6" Dia. DI CL-350 (Restrained), all depths, Complete in Place, Including Excavation and Backfill	LF	91	$ 90.00	$ 8,190.00
510-AWRJ-12PVC	Pipe, 12" Dia. PVC, C-900, DR-14 (Restrained), all depths, Complete in Place, Including Excavation and Backfill	LF	2136	$ 220.00	$ 469,920.00
510-FW-3	Concrete Trench Cap, 3 Ft. Width	LF	341	$ 200.00	$ 68,200.00
510-FW-5	Concrete Trench Cap, 5 Ft. Width	LF	47	$ 250.00	$ 11,750.00
510-KW	Ductile Iron Fittings (C-153 Weight Schedule)	TON	2.02	$ 23,000.00	$ 46,460.00
510-JW2x2	Wet Connections, 2"x2"	EA	2	$ 1,500.00	$ 3,000.00
510-JW4x4	Wet Connections, 4"x4"	EA	2	$ 2,500.00	$ 5,000.00
510-JW12x6	Wet Connections, 12"x6"	EA	1	$ 6,000.00	$ 6,000.00
510-JW12x12	Wet Connections, 12"x12"	EA	3	$ 9,000.00	$ 27,000.00
510-IW24x2	Pressure Taps, 24"x2"	EA	1	$ 12,000.00	$ 12,000.00
511S-A-6	Valves, Gate Type, 6 in Dia.	EA	4	$ 4,800.00	$ 19,200.00
511S-A-12	Valves, Gate Type, 12 in Dia.	EA	14	$ 9,000.00	$ 126,000.00
511S-B	Fire Hydrant Assembly	EA	4	$ 7,500.00	$ 30,000.00
SP510-A-2"	Restrain Existing PVC Pipe, 2" Diameter; Includes bell or mechanical joint restraints and other incidentals necessary to complete; pipe shall be restrained at a minimum the length of called for on the plans, but shall be restrained up to the next joint	EA	2	$ 1,000.00	$ 2,000.00
SP510-A-4"	Restrain Existing PVC Pipe, 4" Diameter; Includes bell or mechanical joint restraints and other incidentals necessary to complete; pipe shall be restrained at a minimum the length of called for on the plans, but shall be restrained up to the next joint	EA	2	$ 2,500.00	$ 5,000.00
SP510-A-12"	Restrain Existing PVC Pipe,12" Diameter; Includes bell or mechanical joint restraints and other incidentals necessary to complete; pipe shall be restrained at a minimum the length of called for on the plans, but shall be restrained up to the next joint	EA	2	$ 8,000.00	$ 16,000.00
SP510-B	Water Service Relocation, including new meter, new meter box, 2" Corporation Stop, Tap to Main, as well as removal of the existing meter, box and components	EA	5	$ 6,500.00	$ 32,500.00
SP510-BW	Water Service Pipe Reconnection	EA	5	$ 4,000.00	$ 20,000.00
SP511-J	Remove Existing Fire Hydrant, including plugging of pipe, installation of blind flange as needed, labor, equipment, and other incidentals	EA	1	$ 1,000.00	$ 1,000.00
SP511-K-12"	Remove Existing 12" gate valve, including plugging of pipe, installation of blind flange as needed, labor, equipment, and other incidentals	EA	2	$ 1,000.00	$ 2,000.00
City of Leander (Austin) Pay Items - WASTEWATER					
506-1WW	Minor Manhole Height Adjustment, 48" Dia.	EA	3	$ 4,000.00	$ 12,000.00
506-2WW	Major Manhole Height Adjustment, 48" Dia.	EA	11	$ 6,000.00	$ 66,000.00
				Subtotal W/WW Construction	$ 1,744,431.00
				W/WW Contingency (5%)	$ 87,221.55
				Grand Total Construction	$ 1,963,027.37

Commissioners Court - Regular Session **53.**

Meeting Date: 10/28/2025

Ronald Reagan Segment D Purchase Contract

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 real estate contract with James Bates and the unknown heirs of the Estate of Linda Bates, deceased, to acquire 0.2285 AC needed as right of way on the Ronald Reagan Blvd. Segment D project.

Background

Funding: TANS P588

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	10/21/2025 04:55 PM
Form Started By: Don Childs		Started On: 10/21/2025 04:46 PM
Final Approval Date: 10/21/2025		

REAL ESTATE CONTRACT
Ronald Reagan Boulevard – Segment D

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **JAMES BATES and the unknown heirs and/or devisees of the Estate of Linda Bates, Deceased** (referred to in this Contract as "Seller", whether one or more) and **WILLIAMSON COUNTY, TEXAS** (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

> Fee simple interest in and to all of that certain 0.2285-acre (9,956 square foot) tract of land, out of and situated in the Charles H. Delaney Survey, Abstract No. 181, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (**Parcel 17**);

together with all and singular the rights and appurtenances pertaining to the property, including any right, title, and interest of Seller in and to adjacent streets, alleys, or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements and fixtures situated on and attached to the Property described herein not otherwise retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property described in Exhibit A shall be the sum of THIRTY THOUSAND TWO HUNDRED FIFTY-FIVE and 00/100 Dollars ($30,255.00).

2.02. The Purchase Price for the improvements located within the portion of the Property described in Exhibit "A" shall be the sum of THIRTY-SIX THOUSAND TWO HUNDRED FORTY AND 00/100 Dollars ($36,240).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash or other readily available funds at the Closing.

ARTICLE III
PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the Closing.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

4.01. Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's knowledge:

(a) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Purchaser.

(b) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

4.02. The Property is being conveyed to Purchaser under threat of condemnation.

ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held at the office of Texas National Title Company on or before November 14, 2025, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the Contract, or the completion of the erosion control construction obligation in Section (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to the portion of the Property described in Exhibit A, and, all free and clear of any and all monetary liens and restrictions, except for the following:

(a) General real estate taxes for the year of closing and subsequent years not yet due and payable.

(b) Any exceptions approved by Purchaser pursuant to Article III hereof; and

(c) Any exceptions approved by Purchaser in writing.

(2) The Deed shall be in the form as shown in Exhibit "B" attached hereto and incorporated herein.

(3) Provide reasonable assistance as requested, at no cost to Seller, to cause the Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the permanent interests being conveyed in the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

(a) The boundary and survey exceptions shall be deleted.

(b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable.

(c) The exception as to the lien for taxes shall be limited to the year of closing and shall be endorsed "Not Yet Due and Payable"; and

(d) that such other documents required from Seller are prepared at no cost to Seller and do not require Seller to make any additional representations, indemnifications, or promises to Purchaser, the Title Company, or any other person except as otherwise specifically provided in this contract.

(4) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

(a) Pay the cash portion of the Purchase Price and Additional Compensation, if any.

Prorations

5.04. General real estate taxes for the then-current year relating to the portion of the Property conveyed in fee shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing but shall otherwise remain the obligation of Seller to satisfy. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, which directly result from this Contract and conveyance shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

(1) Owner's Title Policy and survey to be paid by Purchaser.

(2) Special Warranty Deed, tax certificates, and title curative matters, if any, paid by Purchaser.

(3) All other closing costs shall be paid by Purchaser.

(4) Attorney's fees paid by each respectively as incurred.

ARTICLE VI
BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII
BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the

Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made, then Seller shall receive the amount of $500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII
MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

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

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

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

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09. In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10. This Contract shall be effective as of the date it is approved by the Williamson County Commissioners' court, which date is indicated beneath the County Judge's signature below.

Counterparts

8.11. This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

Contingent Possession and Use Agreement

8.12. Upon completion of (1) the full execution of this Contract by all parties, and (2) acknowledgment by the Title Company of delivery by Purchaser of the full Purchase Price to the Title Company, Purchaser, its agents and contractors shall be permitted at any time before November 14, 2025 to enter and possess the Property prior to Closing for the purpose of completing any and all necessary testing, utility relocation and construction activities associated with the proposed roadway improvement construction project of Purchaser on the Property or other obligations of this Contract, and Seller agrees to make any gate access available to Purchaser, its contractors or utility facility owners as necessary to carry out the purposes of this paragraph. The parties further agree to continue to use diligence in assisting with any title curative measures or mortgage lien release required by the Contract to complete the Closing of the purchase transaction.

[signature page follows]

SELLER:

By: James Bates
James Bates

Address: 263 CR 248

Georgetown, Tx 78633

Date: 10/20/25

ESTATE OF LINDA BATES

By: James Bates for the estate

Name: _____

Its: 10/20/25

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Steven Snell
County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Date: _____

County: Williamson
Parcel: 17- JAMES BATES AND LINDA BATES
Highway: Ronald Reagan Boulevard

EXHIBIT _____
PROPERTY DESCRIPTION

DESCRIPTION OF A 0.2285 OF ONE ACRE (9,956 SQUARE FEET) PARCEL OF LAND SITUATED IN THE CHARLES H. DELANEY SURVEY, ABSTRACT NO. 181 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 5, BLOCK F, WADE CROSSING PHASE 1, A SUBDIVISION OF RECORD IN CABINET T, SLIDE 61-65 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS (P.R.W.C.T.), CONVEYED TO JAMES BATES AND LINDA BATES IN A GENERAL WARRANTY DEED, RECORDED IN DOCUMENT NO. 2005032716 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), SAID 0.2285 OF ONE ACRE (9,956 SQUARE FEET) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch rebar found for a Northeasterly corner of said Lot 5 and a common Westerly corner of Lot 4, Block F, said WADE CROSSING PHASE 1;

THENCE South 25°26'20" East, with the Easterly line of said Lot 5 and the common Westerly line of said Lot 4, a distance of 154.32 feet to a 1/2-inch rebar with aluminum cap stamped "WILLIAMSON COUNTY" set in the proposed Northerly Right-of-Way (ROW) line of Ronald Reagan Boulevard (Grid Coordinates: N=10,241,354.98, E=3,090,397.22), 147.94 feet Left of Ronald Reagan Baseline Station 861+40.87, for the **POINT OF BEGINNING** of the herein described tract;

1) THENCE **South 25°26'20" East**, continuing with the Easterly line of said Lot 5 and the common Westerly line of said Lot 4, a distance of **31.70** feet to a Calculated Point in the existing Northerly ROW line of Ronald Reagan Boulevard (Variable Width ROW), for the Southeasterly corner of said Lot 5 and the common Southwesterly corner of said Lot 4, 116.25 feet Left of Ronald Reagan Baseline Station 861+40.44;

2) THENCE **South 64°33'40" West**, with the existing Northerly ROW line of said Ronald Reagan Boulevard and the common Southerly line of said Lot 5, a distance of **333.97** feet to a 1/2-inch rebar found, for the Southwesterly corner of said Lot 5 and the common Southeasterly corner of a called 361.943 acre tract of land described in Special Warranty Deed to HeirloomTX, LLC, recorded in Document No. 2023077860 of said O.P.R.W.C.T., 124.85 feet Left of Ronald Reagan Baseline Station 858+09.40;

3) THENCE **North 17°39'17" West**, with the Westerly line of said Lot 5 and the common Easterly line of said 361.943 acre tract, a distance of **28.55** feet to a 1/2-inch rebar with aluminum cap stamped "WILLIAMSON COUNTY" set in the proposed Northerly ROW line of said Ronald Reagan Boulevard, 152.97 feet Left of Ronald Reagan Baseline Station 858+14.27;

County: Williamson
Parcel: 17- JAMES BATES AND LINDA BATES
Highway: Ronald Reagan Boulevard

4) THENCE **North 63°58'06" East**, over and across said Lot 5 with the proposed Northerly ROW line of said Ronald Reagan Boulevard, a distance of **330.12** feet to the **POINT OF BEGINNING** and containing 0.2285 of one acre (9,956 Square Feet) of land, more or less.

This property description is accompanied by a separate plat of even date.

This project is referenced for all bearing and coordinate basis to the Texas Coordinate System, North American Datum of 1983 (NAD83 – 2011 Adjustment), Central Zone (4203). All distances shown hereon are surface values represented in U.S. Survey Feet based on a grid-to-surface combined adjustment factor of 1.00012.

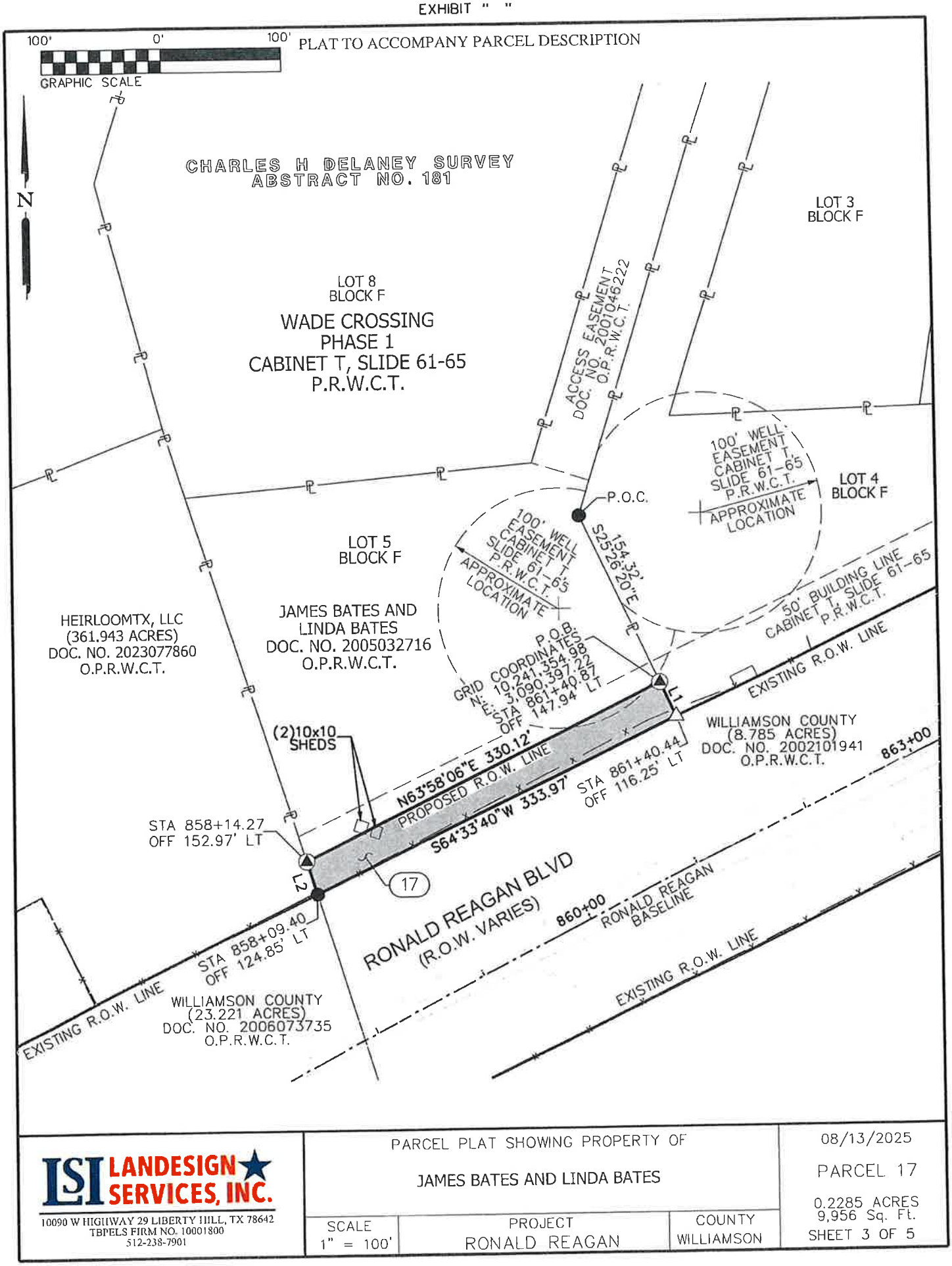
THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

That I, Frank W. Funk, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described was determined by a survey made on the ground under my direct supervision.

Frank W Funk 08/13/2025

Frank W. Funk
Registered Professional Land Surveyor
State of Texas No. 6803
Landesign Services, Inc.
FIRM 10001800
10090 W Highway 29
Liberty Hill, Texas 78642

EXHIBIT " "



LSI LANDESIGN SERVICES, INC.
10090 W HIGHWAY 29 LIBERTY HILL, TX 78642
TBPELS FIRM NO. 10001800
512-238-7901

PARCEL PLAT SHOWING PROPERTY OF

JAMES BATES AND LINDA BATES

SCALE	PROJECT	COUNTY
1" = 100'	RONALD REAGAN	WILLIAMSON

08/13/2025

PARCEL 17

0.2285 ACRES
9,956 Sq. Ft.

EXHIBIT " "

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LINE DATA		
LINE	BEARING	LENGTH
L1	S25° 26'20"E	31.70'
L2	N17° 39'17"W	28.55'

NOTES:

1. BEARINGS SHOWN HEREON ARE ORIENTED TO GRID NORTH. COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD83 2011 ADJUSTMENT), CENTRAL ZONE [FEDERAL INFORMATION PROCESSING STANDARD (FIPS) 4203].

2. DISTANCES AND AREAS SHOWN HEREON ARE PROJECT SURFACE VALUES EXPRESSED IN U.S. SURVEY FEET. THE PROJECT GRID-TO-SURFACE COMBINED SURFACE ADJUSTMENT FACTOR IS 1.00012.

3. A METES AND BOUNDS DESCRIPTION OF EVEN DATE ACCOMPANIES THIS PARCEL PLAT.

LEGEND

△	CALCULATED POINT
▲	1/2-INCH REBAR WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" SET (UNLESS OTHERWISE NOTED)
●	1/2-INCH REBAR FOUND (UNLESS OTHERWISE NOTED)
◉	1/2-INCH REBAR FOUND WITH CAP STAMPED PFLUGEL 5096 (UNLESS OTHERWISE NOTED)
O.P.R.W.C.T	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
P.O.C.	POINT OF COMMENCING
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT OF WAY
( )	RECORD INFORMATION
——℄——	PROPERTY LINE
----------	SURVEY LINE
P.R.W.C.T	PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS

STATE OF TEXAS:
WILLIAMSON COUNTY:

THIS SURVEY PLAT WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION.

FRANK W. FUNK 08/13/2025
FRANK W. FUNK DATE
RPLS 6803

STATE OF TEXAS REGISTERED FRANK WILLIAM FUNK 6803 PROFESSIONAL LAND SURVEYOR

CALLED 2.88 ACRES 125,453 Sq. Ft.
REMAINDER 2.652 ACRES 115,497 Sq. Ft.

LSI LANDESIGN SERVICES, INC.
10090 W HIGHWAY 29 LIBERTY HILL, TX 78642
TBPELS FIRM NO. 10001800
512-238-7901

PARCEL PLAT SHOWING PROPERTY OF

JAMES BATES AND LINDA BATES

SCALE	PROJECT	COUNTY
1" = 100'	RONALD REAGAN	WILLIAMSON

08/13/2025

PARCEL 17

0.2285 ACRES
9,956 Sq. Ft.

EXHIBIT " "

PLAT TO ACCOMPANY PARCEL DESCRIPTION

COMMITMENT FOR TITLE INSURANCE PROVIDED BY:

FIRST AMERICAN TITLE GUARANTY COMPANY
GF NO. T-188416
ISSUED: JUNE 27, 2025
EFFECTIVE DATE: JUNE 22, 2025

ONLY THOSE ITEMS LISTED IN SCHEDULE B OF THE ABOVE REFERENCED COMMITMENT FOR TITLE INSURANCE WERE REVIEWED FOR THE PURPOSE OF THE SURVEY. NO ADDITIONAL RESEARCH WAS PERFORMED BY THIS SURVEYOR. THERE MAY BE ADDITIONAL EASEMENTS, RESTRICTIONS, OR OTHER ENCUMBRANCES WHICH AFFECT THIS SURVEY THAT ARE NOT KNOWN TO THIS SURVEYOR.

THE FOLLOWING RESTRICTIVE COVENANTS OF RECORD ITEMIZED BELOW: CABINET T, SLIDE 61, PLAT RECORDS; DOCUMENT NO.(S) 2000069177, 2000072285, 2001024394, 2003104699, 2004048568, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS

ITEMS 10.3, 10.7 THROUGHT 10.10, 10.12 THROUGH 10.19 ARE NOT A SURVEY MATTER.

10: 1. BUILDING SETBACK LINES AS SHOWN AND/OR DESCRIBED ON PLAT OF RECORDS IN CABINET T, SLIDE 61 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS. (SHOWN HEREON)

2. A 100' WELL EASEMENT RESERVED ACROSS THE SUBJECT PROPERTY, AS SHOWN ON PLAT OF RECORD IN CABINET T, SLIDE 61 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS (APPROXIMATE LOCATION SHOWN HEREON)

4. AN ELECTRIC AND/OR TELEPHONE TRANSMISSION/DISTRIBUTION LINES/SYSTEM EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC. AS DESCRIBED IN VOLUME 643, PAGE 213, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT. OUTSIDE OF SUBJECT TRACT)

5. A WATER LINES EASEMENT GRANTED TO CHISHOLM TRAIL WSC AS DESCRIBED IN VOLUME 837, PAGE 677 CORRECTED IN VOLUME 979, PAGE 295, DEED RECORDS, WILLIAMSON COUNTY, TEXAS; SAID EASEMENT BEING FURTHER ASSIGNED/CONVEYED TO CHISHOLM TRAIL SPECIAL UTILITY DISTRICT, BY VOLUME 2168, PAGE 44, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (MAY AFFECT. UNABLE TO LOCATE BASED ON DESCRIPTION IN INSTRUMENT)

6. AN UNDERGROUND WATER DISTRIBUTION LINE/SYSTEM EASEMENT GRANTED TO CHISHOLM TRAIL SPECIAL UTILITY DISTRICT AS DESCRIBED IN DOCUMENT NO. 2001028839, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. (MAY AFFECT. UNABLE TO LOCATE BASED ON DESCRIPTION IN INSTRUMENT)

11. ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN ROADWAY EASEMENT FOR ACCESS, AND THAT ROAD MAINTENANCE AGREEMENT ATTACHED THERETO, OF RECORD IN DOCUMENT NO. 2001046222 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. (SHOWN HEREON)

20. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE, INCLUDING BUT NOT LIMITED TO FENCES NOT FOLLOWING THE PROPERTY BOUNDARIES, THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE SUBJECT PROPERTY. (NOTED HEREON)

LSI LANDESIGN SERVICES, INC.
10090 W HIGHWAY 29 LIBERTY HILL, TX 78642
TBPELS FIRM NO. 10001800
512-238-7901

PARCEL PLAT SHOWING PROPERTY OF

JAMES BATES AND LINDA BATES

SCALE	PROJECT	COUNTY
1" = 100'	RONALD REAGAN	WILLIAMSON

08/13/2025

PARCEL 17

0.2285 ACRES
9,956 Sq. Ft.

SHEET 5 OF 5

DEED

Ronald Reagan Boulevard – Segment D

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That **JAMES BATES and the unknown heirs and/or devisees of the Estate of Linda Bates, Deceased**, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto WILLIAMSON COUNTY, TEXAS, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows (the "Property"):

> Fee simple interest in and to all of that certain 0.2285-acre (9,956 square foot) tract of land, out of and situated in the Charles H. Delaney Survey, Abstract No. 181, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (**Parcel 17**);

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property, to wit: none

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record.

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show.

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of Ronald Reagan Boulevard.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, this instrument is executed on this the ___ day of _____, 2025.

[signature page follows]

SELLER:

By:_____
James Bates

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2025 by James Bates, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:
Sheets & Crossfield, PLLC
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:
Williamson County, Texas
Attn: County Auditor
710 Main Street, Suite 101
Georgetown, Texas 78626